



THE HASKELL COMPANY

TOTAL FACILITY SOLUTIONS

Transmittal Cover Sheet

Detailed, Grouped by Each Transmittal Number



Nassau County Courthouse Facility
24100 William Burgess Blvd.
Yulee, Florida

Project # 41177301
Tel: 1-904-225-0586 Fax: 1-904-225-1019

The Haskell Company

Date: 6/3/2004

Reference Number: 0000315

J.M. "Chip" Oxley, Jr.
Nassau County
191 Nassau Place
Yulee, Florida 32097
Tel: 904-321-5722
Fax: 904-321-5795

Don Kartzmark
The Haskell Company
111 Riverside Avenue
Jacksonville, Florida 32202-4950
Tel: 1-904-791-4500
Fax: 1-904-791-4699

Acknowledgement Required

Package Transmitted For: Approval, Pay Application
Delivered Via: Hand Delivery

Item #	Qty	Item	Reference	Description	Date
001	4.00	06/03/04		Application and Certificate For Payment & Continuation Sheet - AIA G702 No. 49	
002	4.00	06/03/04		Exhibit "E" - Release and Affidavit	

Remarks:

Remarks:

SCANNED

Date 9/16/04

Signature

6/7/04

Signed Date

Prolog Manager

Printed on: 6/3/2004

HaskellCo_Correctional

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EXHIBIT "E"

RELEASE AND AFFIDAVIT

STATE OF FLORIDA

COUNTY OF Nassau

BEFORE ME, the undersigned authority, personally appeared Donald Kartzmark, who after being duly sworn, deposes, and says:

1. In accordance with the Contract Documents, and in consideration of \$151,317.84 (One Hundred & Fifty-One Thousand, Three Hundred & Seventeen Dollars & 84/100) paid, The Haskell Company, ("Construction Manager"), releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims, demands, damages, costs, and expenses, whether in contract or in tort, against **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida**, "Owner", relating in any way to the performance of the Agreement between Construction Manager and Owner, dated the 12th day of December, 2001, for the period from May 1, 2004 to May 31, 2004.

2. Construction Manager certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands licenses, and other expenses for which Owner might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

3. Construction Manager agrees to indemnify, defend and save harmless Owner from all demands or suits, actions, claims of liens, or other charges filed or asserted against Owner arising out of the performance by Construction Manager of the Work covered by this Release and Affidavit.

4. This Release and Affidavit is given in connection with Construction Manager's [monthly] Application for Payment No. 41177301-49.

CONSTRUCTION MANAGER:

Dianna W. Whipple
Dianna W. Whipple
(Printed Name of Witness)

Donald Kartzmark
By: Donald Kartzmark, The Haskell Company
Its: Project Manager

Nancy Ginder
Nancy Ginder
(Printed Name of Witness)

STATE OF Florida
COUNTY OF Nassau

The foregoing instrument was acknowledged before me this 3 day of June, 2004, by Donald Kartzmark, as Project Manager of The Haskell Company, a Florida corporation, on behalf of the corporation. He/she is **personally known** to me OR has produced _____ as identification.

Rosalind Harkness
NOTARY PUBLIC

(Printed Name of Notary)

(AFFIX NOTARY SEAL)

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