

## **DESIGN-BUILD AGREEMENT**

THIS AGREEMENT is made this 12th day of June, 2002, by and between **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, (hereinafter referred to as "Owner") and **THE HASKELL COMPANY**, a Florida corporation, (hereinafter referred to as "Contractor").

WITNESSETH: That in consideration of the mutual promises made herein and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Owner and Contractor hereby agree as set forth below.

### **ARTICLE I**

#### **The Contract Documents**

**1.1** The "Contract Documents" consist of this Agreement, the Conditions of the Contract, the Drawings, and all Modifications issued subsequent thereto.

**1.2** The Contract Documents form the "Contract". The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the proposal documents. The Contract may be amended or modified only by a Modification.

**1.3** A "Modification" is (1) a written amendment to the Contract signed by both parties, or (2) a Change Order signed by both parties. A Modification may be made only after execution of the Contract. This Agreement shall not be superseded by any provisions of the other Contract Documents and may be modified only by a Modification.

**1.4** The Contract Documents, which constitute the entire agreement between Owner and Contractor, except for Modifications issued after execution of this Agreement, are enumerated and incorporated as follows:

- 1.4.1** This Agreement
- 1.4.2** Drawings
- 1.4.3** Modifications

**1.5** The term "Work" includes all labor and services necessary, including design and engineering, to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction. Contractor shall perform all the Work required by the Contract Documents for the design and construction of the Nassau County Records Storage Building (the "Site").

- 1.6 The Site of the Work is at 24100 William Burgess Boulevard, Yulee, FL 32097.
- 1.7 The Contract Time is the period of time allotted in the Contract Documents for completion of the Work.
- 1.8 The date of Commencement of the Work is the date established in a Notice to Proceed.
- 1.9 The date of final acceptance is the date on which the Owner takes possession of the building after all punchlist items have been completed and a Certificate of Occupancy has been issued.
- 1.10 Delays and Extensions of Time:

1.10.1 If Contractor is delayed at any time in the progress of the Work by labor disputes, fire, unusual weather delays, unusual delay in transportation, unavoidable casualties or any causes beyond Contractor's control, or by delay authorized by Owner pending mediation, or by any cause which Owner determines may justify the delay, the Contract Time shall be extended by Change Order for a reasonable period of time subject to owner's approval. If Contractor is delayed by any act or neglect of Owner or by any of its employees, or by any separate contractor employed by owner, or by changes ordered in the Work, the Contract Time shall be extended and the Contract Amount shall be increased by a reasonable amount.

1.10.2 This Paragraph does not exclude the recovery of damages for delay by either party under other provisions of the Contract Documents.

## ARTICLE II

### Owner's Responsibilities

- 2.1 The term "Owner" means Owner or its authorized representative. Owner shall designate a representative who shall be fully acquainted with the Project and who has authority to represent Owner in all matters encompassed by the Contract, including but not limited to the authority to timely approve changes in the scope of the Work, render decisions promptly, and furnish information expeditiously and in time to meet the progress schedule.
- 2.2 Owner shall provide full information regarding its requirements for the Work.
- 2.3 Owner shall secure, or authorize and pay for the obtaining of same by Contractor: all building permit fees, all necessary legal descriptions, land zoning, limitations affecting land, impact and development fees, approvals, easements, assessments and charges required for the construction, use, or occupancy of permanent structures.
- 2.4 Owner shall promptly make all payments pursuant to the provisions of the Florida Prompt Payment Act, Florida Statutes, Section 218.70, due Contractor under the Contract Documents.
- 2.5 Owner shall not have any contractual obligations to Contractor's subcontractors and shall communicate with such subcontractors only through Contractor.

### **ARTICLE III**

#### **Contractor's Responsibilities**

- 3.1 Contractor shall be responsible for furnishing the design, architecture, engineering, and construction for the satisfactory completion of the Work. It agrees to furnish the architectural, engineering, and construction services set forth herein, and agrees to furnish sufficient business administration and superintendence to complete the Work in an expeditious and economical manner.
- 3.2 Contractor shall prepare and submit for Owner's approval an estimated progress schedule for the Work.

### **ARTICLE IV**

#### **Contract Time Schedule**

- 4.1 The construction to be performed under the Contract shall be commenced with the issuance of the Notice to Proceed and shall be substantially complete in thirty-four (34) weeks/two hundred thirty-eight (238) days.
- 4.2 Contractor shall exert its best efforts towards the achievement of these dates; however, it shall not be responsible for any penalties or damages arising from failure to meet these dates unless due to its negligence or nonfeasance. The completion date shall be equitably extended for Changes in the Work as agreed to by both parties in writing pursuant to Change Order, strikes, unusual weather delays, and other causes beyond the reasonable control of Contractor, and through no fault of Contractor.

### **ARTICLE V**

#### **Contract Sum**

- 5.1 Owner shall pay Contractor for the design and construction of the Work, subject to additions and deductions by Change Order as provided herein, in current funds ("Contract Sum"), Six hundred Ninety-Eight Thousand Eight Hundred Eighty Three and no/100 Dollars (\$698,883.00). Owner may make "Changes in the Work" in Accordance with Article VI insofar as such Article is consistent with the Agreement and the Contract Sum shall be adjusted accordingly.

### **ARTICLE VI**

#### **Changes in the Work**

- 6.1 Owner may make "Changes in the Work" consistent with this Agreement.
- 6.2 The Contractor's Fee for Changes in the Work shall be as agreed upon by both parties in writing.

### **6.3** Change Orders:

**6.3.1** Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, and the Contract Sum and the Contract Time shall be adjusted accordingly. All such Changes in the Work shall be authorized by Change Order.

**6.3.2** A Change Order is a written order to Contractor signed by Owner and Contractor, issued after the execution of the contract, authorizing a Change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed *only* by Change Order.

**6.3.3** The cost or credit to Owner resulting from a Change in the Work shall be determined in one or more of the following ways:

1. by mutual acceptance of a lump sum properly itemized;
  2. by unit prices stated in the Contract Documents or subsequently agreed upon; or
- by cost and a mutually acceptable fixed or percentage fee.

**6.3.4** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of work proposed will create a hardship on Owner or Contractor, the applicable unit prices shall be equitably adjusted to prevent such hardship.

**6.3.4** Should concealed conditions encountered in the performance of the Work below the surface of the ground be at variance with the conditions indicated by the Contract Documents or should unknown physical conditions below the surface of the ground of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the Contract Sum shall be equitably adjusted by Change Order upon claim by either party made within a reasonable time after the first observance of the condition.

**6.3.5** If Contractor claims that additional cost or time is involved because of any written order for a Change in the Work issued, Contractor shall make such claim as provided herein.

### **6.4** Claims for Additional Cost or Time

**6.4.1** If Contractor wishes to make a claim for an increase in the Contract Sum or an extension in the Contract Time, it shall give Owner notice thereof within a seven (7) calendar days after the occurrence of the event giving rise to such claim. This notice shall be given by Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case Contractor shall proceed in accordance with the provisions hereof. If Owner and Contractor cannot agree on the amount of the adjustment in the Contract Sum or the Contract Time, it shall be determined as provided herein. Any change in the Contract Sum or Contract Time resulting from such claim shall be authorized by Change Order.

## **ARTICLE VII**

### **Subcontracts**

**7.1** All portions of the Work that Contractor's organization have not been accustomed to perform shall be performed under subcontracts. Unless otherwise agreed, Contractor shall request bids from subcontractors and, in its sole discretion, select its Subcontractors based upon all relevant factors.

## **ARTICLE VIII**

### **Accounting Records**

**8.1** Contractor shall check all materials, equipment and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement and the system shall be reasonably satisfactory to Owner. Owner shall be afforded access, on Contractor's premises and during normal business hours, to all of Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Contract, and Contractor shall preserve all such records for a period of three years after the final payment.

## **ARTICLE IX**

### **Payment to Contractor/Payment Withheld**

**9.1** Owner shall promptly review each of Contractor's applications for payment as provided herein and shall make payment for such amount as is due hereunder, via wire transfer, within forty-five (45) days following receipt of said applications for payment. Owner shall withhold a ten percent (10%) retainage on each payment application until final payment is tendered.

**9.2** On or about the first day of each month, Contractor shall make application for payment, based upon actual Work completed during said month as reviewed and approved by Owner.

**9.3** Final payment, constituting the unpaid balance of the Cost of the Work, shall be paid by Owner to Contractor within forty-five (45) days after final acceptance of the Work, provided the Contract has been fully performed, and a final accounting of the Cost of the Work has been delivered to and accepted by Owner. Final acceptance by Owner shall include the following documents being submitted to Owner:

**9.3.1** An Affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which Owner or its property might in any way be responsible, have been paid or otherwise satisfied.

**9.3.2** If required by Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by Owner. If any Subcontractor refuses to furnish a release or waiver required by Owner, Contractor may furnish a bond satisfactory to Owner to indemnify him against any such liens. If any such lien remains unsatisfied after all payments are made, Contractor shall refund to Owner all monies that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees;

**9.3.3** And, must have completed final inspection and acceptance as provided herein.

**9.4** Contractor warrants and guarantees that title to all Work, materials, and equipment covered by a request for payment, whether incorporated in the Project or not, will pass to Owner upon receipt of such payment by Contractor, free and clear of all liens, claims, security interests, or encumbrances, hereinafter referred to in this Article as "liens"; and that no Work, materials, or equipment covered by a

request for payment will have been acquired, by Contractor or by any other person performing Work at the Site or furnishing materials and equipment to the Work subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by Contractor or such other person. Upon Owner's request, Contractor shall deliver a partial waiver of lien in reasonable form simultaneously with receipt of each progress payment.

9.5 No progress payment, nor any partial or entire use or occupancy of the Work by Owner, shall constitute an acceptance of any Work in accordance with the Contract Documents.

9.6 Owner may withhold payment in whole or in part if:

9.6.1 Work has not progressed as far as indicated; or

9.6.2 Quality of Work is not in accord with the Contract Documents; or

9.6.3 Any other material breach of the Contract Documents.

9.7 Owner may withhold payment to such extent as may be necessary to protect himself from loss because of:

9.7.1 Defective Work not remedied;

9.7.2 Claims filed or reasonable evidence indicating probable filing of claims;

9.7.3 Failure of Contractor to make payments properly to Subcontractors for labor, materials, or equipment;

9.7.4 Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Sum;

9.7.5 Reasonable indication that the Work will not be completed within the Contract Time; or

9.7.6 Unsatisfactory prosecution of Work by Contractor.

## ARTICLE X

### **Owners' Right to Carry Out the Work**

10.1 If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, and Contractor has not taken substantial steps to cure same, after seven (7) days' written notice to Contractor, Owner may, without prejudice to any other remedy it may have, make good such deficiencies. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due Contractor in the amount of the cost of correcting such deficiencies. If the payment then or

thereafter due Contractor is not sufficient to cover such amount, Contractor shall pay the difference to Owner.

## **ARTICLE XI**

### **Tests**

**11.1** If the Contract Documents, laws, ordinances, rules, or regulations, or orders of any public authority having jurisdiction require any work to be inspected, tested, or approved, Contractor shall arrange for such tests, inspections, and approvals, and shall bear all costs thereof unless otherwise provided herein.

**11.2** Required certificates of inspection, testing, or approval shall be secured by Contractor and delivered by it to Owner.

**11.3** Inspections, tests, or approvals by persons other than Contractor shall not relieve Contractor from its obligations to perform the Work in accordance with the Contract Documents.

## **ARTICLE XII**

### **Termination of the Contract**

**12.1** The Contract may be terminated by Contractor as follows:

**12.1.1** If the Work is stopped for a period of thirty (30) days under order of any court or other public authority having jurisdiction, through no fault of Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with Contractor, or if the Work should be stopped for a period of thirty (30) days by Contractor for Owner's failure to make payment as provided herein, the Contractor may, upon seven (7) days' written notice to Owner, terminate the Contract and recover from Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damage.

**12.2** The Contract may be terminated by the Owner as follows:

**12.2.1** If Owner terminates the Contract as provided herein, it shall pay to Contractor all invoices for work performed and all materials on site. Contractor shall, as a condition of receiving the payments referred to in this Article, execute and deliver all such papers and take all such steps, including the legal assignment of its contractual rights, as Owner may reasonably require for the purpose of fully vesting in it the rights and benefits of Contractor under such obligations or commitments.

**12.2.2** If Contractor is adjudged a bankrupt, or if it makes a general assignment for the benefit



of its creditors, or if a receiver is appointed on account of its insolvency, if it persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if it fails to make prompt payment to Subcontractors for materials or labor, or persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of any provision of the Contract Documents, Owner may, without prejudice to any right or remedy and after giving Contractor and its surety, if any, seven (7) days' written notice, terminate the employment of Contractor and take possession of the Site and of all materials, equipment, tools, construction equipment and machinery thereon owned by Contractor and may finish the Work by whatever method it may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

### **ARTICLE XIII**

#### **Notice**

**13.1** Notice for payment to Owner shall be provided to J. M. "Chip" Oxley, Jr., Post Office Box 456 4000, Fernandina Beach, FL 32035-0456.

**13.2** Any and all correspondence or notices, other than requests for payment, regarding this Contract to Owner shall be provided to: (1) Walt Gossett, County Coordinator, Post Office Box 1010, Fernandina Beach, FL 32035-1010; and (2) to J. M. "Chip" Oxley, Jr., Post Office Box 456, Fernandina Beach, FL 32035-0456.

**13.3** Notice to Contractor shall be to The Haskell Company, The Haskell Building, Jacksonville, FL 32231-4100.

### **ARTICLE XIV**

#### **Disputes**

**14.1** Any dispute arising under this contract, which is not disposed of by agreement, shall be decided by a mediator, who shall reduce his/her decision to writing and furnish a copy to both parties. Claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen from the Supreme Court approved list of mediators in the Fourth Judicial Circuit and the Cost of mediation shall be borne by the Consultant/Contractor. The decision of the mediator shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent,

capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith or not supported by substantial evidence. Contractor shall not stop work during the pendency of mediation.

**ARTICLE XV**  
**Ownership of Drawings**

15.1 All drawings, specifications, and copies thereof are and shall remain the property of Contractor. They are not to be used on any other project, and with the exception of two (2) contract sets for Owner, are to be returned to Contractor on request at the completion of the Work. The County would be provided with a sealed as-built set of plans.

**ARTICLE XVI**  
**Information and Services Required of Owner**

16.1 Owner shall secure and pay for easements for permanent structures or permanent changes in existing facilities.

16.2 Information, decisions, or services under Owner's control shall be furnished by Owner with reasonable promptness to avoid delay in the orderly progress of the Work.

16.3 The foregoing are in addition to other duties and responsibilities of owner enumerated herein.

16.4 If Owner observes or otherwise becomes aware of any fault or defect in the Work or non-conformance with the Contract Documents, it shall give prompt written notice thereof to Contractor; however, Owner shall not be responsible for detecting defects.

**ARTICLE XVII**  
**Warranty**

17.1 Contractor warrants to Owner that all materials and equipment furnished under this Contract will be new, unless otherwise specified and approved in writing by both parties, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective. If required by Owner, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

17.2 The Warranty provided herein shall be in addition to and not in limitation of any other warranty or remedy required by law or herein.

17.3 Unless otherwise provided herein, Contractor warrants that the Work shall be free from defects in material and workmanship for a period of one (1) year from the date of final completion. Contractor shall promptly repair all such defects at its expense. The term "defects" shall not be construed as embracing damage arising from Owner's misuse or negligence, Acts of God, normal wear and tear, or failure to follow operating instructions.

**ARTICLE XVIII**

**Performance Bond and Labor and Material Payment Bond**

**18.1** Owner shall have the right, prior to signing the contract, to require Contractor to furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder, but not in excess of the Contract Amount, as Owner may prescribe and with such sureties as may be agreeable to the parties. The premiums for such bonds shall be paid by Contractor. Contractor shall deliver the bonds required hereby promptly upon receipt thereof.

**ARTICLE XIX**

**Insurance**

**19.1** Contractor's Liability/Property Insurance

**19.1.1** Contractor shall purchase and maintain such insurance as will protect if claims set forth herein may arise out of or result from Contractor's operations under the Contract, whether such operation be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workmen's compensation, disability benefit and other similar employee benefit acts;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of its employees, and claims insured by usual personal injury liability coverage;
3. Claims for damages because of bodily injury, sickness or disease or death of any person other than its employees, and claims insured by usual personal injury liability coverage; and
4. Claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom.

**19.1.2** The insurance required herein shall be written for not less than any limits of liability set forth herein or as required by law, whichever is greater, and shall include contractual liability insurance as applicable to Contractor's obligations.

**19.1.3** Certificate(s) of Insurance acceptable to Owner shall be filed with Owner prior to commencement of Work. Wherever and to the extent possible, these certificates shall contain a provision that coverages afforded under the policies will not be cancelled until at least thirty (30) days prior written notice given to Owner.

**19.1.4** Unless otherwise provided, Contractor shall purchase and maintain property insurance upon the entire Work at the Site to the full value thereof less the value of foundations and other components not subject to the hazards insured against. This insurance shall include the interest of Owner, Mortgagee, Contractor, Subcontractors, and Sub-subcontractors in the Work and shall insure against the perils of Fire, Extended Coverage, Vandalism, and Malicious Mischief. If Owner so desires, the insurance shall be issued in such form as to be acceptable to Owner's mortgagee.

19.1.5 Any insured loss is to be adjusted with Owner and made payable to Owner as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgagee clause and as set forth herein.

19.1.6 If Owner requests in writing that other special insurance, such as loss of use insurance, be included in the property insurance policy, Contractor shall, if possible, include such insurance, and the cost thereof shall be charged to Owner by appropriate Change Order.

19.1.7 Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this Paragraph 19.1, except such rights as they may have to the proceeds of such insurance held by Owner as trustee. Contractor shall require similar waivers by Subcontractors and Sub-subcontractors in accordance with provisions hereof.

19.1.8 If required in writing by any party in interest, Owner as trustee shall, upon the occurrence of an insured loss, give bond for the proper performance of its duties. It shall deposit in a separate account any money so received, and it shall distribute it in accordance with such agreement as the parties in interest may reach, or in accordance with any award by arbitration in which case the procedure shall be as provided herein. If after such loss no other special agreement is made, replacement of damaged Work shall be covered by an appropriate Change Order.

19.1.9 Owner as trustee shall have the power to adjust and settle any loss with the insurers unless one of the parties in interest objects in writing within five (5) days after the occurrence of loss to Owner's exercise of this power, and if such objection be made, the matter shall be determined by an appropriate court having jurisdiction over the parties and the subject matter. Owner as Trustee shall, in that case, make settlement with the insurers in accordance with the directions of such court. If distribution of the insurance proceeds by court order is required, the court will direct such distribution.

19.1.10 At the time of final completion or occupancy of the Work by Owner, its employees or assigns, whichever occurs first, Owner shall assume responsibility for all insurance required herein and shall reimburse Contractor for maintaining such insurance beyond such date should Owner fail to do so.

## 19.2 Owner's Liability Insurance

19.2.1 Owner shall be responsible for purchasing and maintain its own liability insurance and, at its option, such insurance as will protect it against claims which may arise from operations under the Contract.

## **ARTICLE XX** **Substantial Completion**

20.1 When Contractor and Owner determine that the Work, or a designated portion thereof acceptable to Owner, is substantially complete, Contractor and Owner shall prepare a list of items to be completed or corrected, and Contractor shall promptly undertake to perform all Work so

listed. The failure to include any items on such list does not alter the responsibility of Contractor to complete all Work in accordance with the Contract Documents. When Owner and Contractor determine that the Work is substantially complete and a Certificate of Occupancy has been issued:

1. Owner shall assume responsibility for maintenance, heat, utilities, security, and property insurance;
2. Owner and Contractor shall fix the time within which Contractor shall complete the items to be completed or corrected, said time to be within the Contract Time unless extended as provided herein, and

**20.2** Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Request for Payment, Owner will promptly make such inspection as it deems necessary and, when it finds the Work acceptable under the Contract Documents and the Contract fully performed, it shall promptly pay the entire balance due Contractor.

**20.3** The making of final payment shall constitute a waiver of all claims by Owner except those arising from:

1. Unsettled liens;
2. Faulty or defective Work appearing after Final Acceptance;
3. Failure of the Work to comply with the requirements of the Contract Documents; or
4. Terms of any special guarantee required by the Contract Documents.

**20.4** The acceptance of final payment shall constitute a waiver of all claims by Contractor

except those previously made in writing and still unsettled.

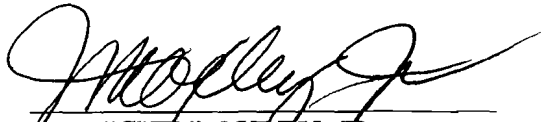
This Agreement is executed as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



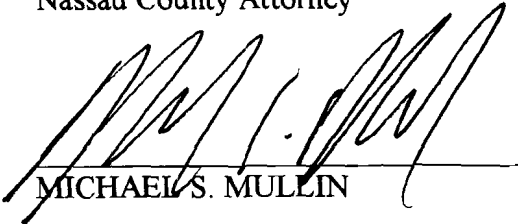
NICK D. DEONAS  
Its: Chairman

ATTEST:



J. M. "CHIP" OXLEY, JR.  
Its: Ex-Officio Clerk


Approved as to form by the  
Nassau County Attorney



MICHAEL S. MULLIN

**CONTRACTOR**

THE HASKELL COMPANY

By   
Its VICK PRESIDENT

h:\ame\agreements\Haskell-guarantee-max

## WARRANTY

Date: April 11, 2004

Project: Nassau County Courthouse  
24100 William Burgess Boulevard  
Yulee, Florida 32097

Job No.: 41177301

From: The Haskell Company  
111 Riverside Avenue  
Jacksonville, Florida 32202

To: Nassau County Clerk of Courts  
213 Nassau Place  
Yulee, Florida 32097

The undersigned warrants that all its work performed in connection with the above project to be in conformance with drawings and specifications and free from all defects in material and workmanship for a period of 2 years from the above date and agrees to remedy all defects arising within that period at its own expense including the cost of repair or replacement of items damaged by such defects or damaged in the course of repairing such defects.

The term "defects" shall not be construed as embracing damage arising from misuse, negligence, Acts of God, normal wear and tear or failure to follow maintenance or operating instructions.

The Haskell Company

By:   
Don Kartzmark

Attach any extended or equipment warranties to this form. If none check here (X).

Received  
12-13-04



# THE HASKELL COMPANY

AMERICA'S DESIGN-BUILD LEADER®

**Don Kartzmark**  
*Project Manager*

December 8, 2004

Re: Nassau County Judicial Complex  
Yulee, Florida

Mr. J.M. "Chip" Oxley  
Nassau County Clerk of Courts  
PO Box 456  
Fernandina Beach, FL 32035

Dear Mr. Oxley:

The Haskell Company requests confirmation that Nassau County considers the above referenced project complete and closed out. **It is our position that all punch list items are complete and the project has reached the status of "final completion".**

The only exception is our providing the manufacturer's roof warranties. The Haskell Company certifies that they will be provided as soon as Register Contracting's bankruptcy filing is resolved or permission is granted by the court to make payment to the manufacturer(s) and obtain the warranties directly. In the interim and by this correspondence, The Haskell Company warrants the roof in accordance with the project specifications. This obligation will be transferred to the manufacturer(s) only when the proper manufacturer's warranties are delivered to the Nassau County Board of County Commissioners.

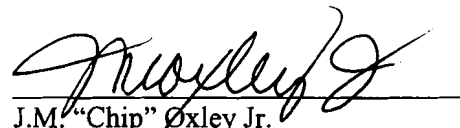
Any other issues that may arise, whether roofing related or not, will be considered warranty items. We request final payment of all retainage held and any outstanding Applications for Payment. Please sign below indicating your agreement with the statements above.

If you have any questions, please do not hesitate to contact us.

Sincerely yours,

  
Don Kartzmark

I agree with the statements above: \*\*

  
J.M. "Chip" Oxley Jr.  
Clerk of the Circuit Court

\*\* The project is complete with the exception of issues with Cyrs Technologies, and that completion is imminent. Dated this 8th day of December, 2004.







**Nassau County Building Department**  
213 Nassau Place  
Yulee, Florida 32097


G.J. "Whitey" Moran, CBO  
Building Official



**May 4, 2004**

**MEMORANDUM:**

**TO: Larry Myers, Interim County Administrator**  
**Mike Mullin, County Attorney**  
**J. M. "Chip" Oxley, Jr., Clerk of Courts**

**FROM: Whitey Moran, Building Official** 

**SUBJECT: Criminal Justice Building – Conditional Certificate of Occupancy**

---

Per the request for other requirements pertaining to the conditions relating to the issuance of a Certificate of Occupancy at the above referenced project, contained in the attached memorandum, dated April 27, 2004 (attached), please be advised that the Building Department also requires that a clean set of signed and sealed "As Built Drawings" be provided for recording purposes within sixty (60) days of said issuance.

The "As Built Drawings" shall include all approved revisions and changes authorized by Nassau County and the Design Professional as approved by ~~the~~ Building Department.



**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
 P.O. Box 1010  
 Fernandina Beach, Florida 32035-1010

Nick Deonas  
 Ansley Acree  
 Vickie Samus  
 Floyd L. Vanzant  
 Marianne Marshall


Dist. No. 1 Fernandina Beach  
 Dist. No. 2 Fernandina Beach  
 Dist. No. 3 Yulee  
 Dist. No. 4 Hilliard  
 Dist. No. 5 Callahan

J.M. "Chip" OXLEY, JR.  
 Ex-Officio Clerk

MICHAEL S. MULLIN  
 County Attorney

**MEMORANDUM**

**TO:** Board of County Commissioners  
 Mike Mullin, County Attorney  
 J.M. "Chip" Oxley, Jr., Clerk of Courts

**FROM:** Larry Myers, Interim County Administrator 

**SUBJECT:** Conditional Certificate of Occupancy

**DATE:** April 27, 2004

\*\*\*\*\*

On April 15, 2004 the Conditional Certificate was issued. A copy is attached for informational purposes.

All conditions are to be met within 30 days. Please advise if there are any other known conditions that need to be met prior to the issuance of the Certificate of Occupancy.

Thank you.

cc: Whitey Mora, Building Official  
 Daniel Salmon, Building Maintenance  
 Butch Hartman, Road and Bridge Department  
 Robert Rowland, Engineering Department  
 Chris Jackson, Growth Management  
 Lm/lg

RECEIVED  
 2004 APR 29 PM 12:05  
 NASSAU COUNTY  
 BUILDING DEPT

(904) 225-2610 Board Room; 321-5782, (800) 789-6673

*An Affirmative Action / Equal Opportunity Employer*

**Conditional  
Certificate of Occupancy**

**Nassau County  
Building Department**

This certificate issued pursuant to the requirements of Section 106.1 of the Florida Building Code certifying that at the time of issuance, to the best of our knowledge and belief, this structure was in compliance with the various ordinances of the Jurisdiction regulating building construction or use.

**Building Permit Number: B02-10023**

**Date Issued: 4/15/04**

**Expires On: 5/14/04**


**Project:** Construction of New 3 Story County Criminal Justice Bldg. 111,569 Sq Ft

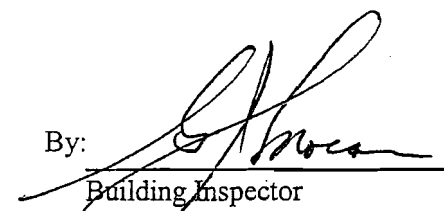
**Building Use:** Public Building **Type:** Building-Uninc

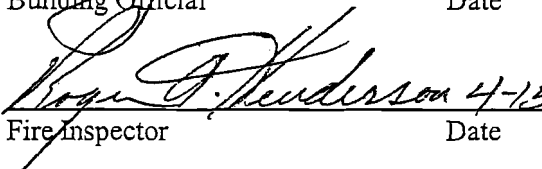
**Address:** 76347 Veterans Way  
Nassau Co Criminal Justice Cnt  
Yulee, FL 32097

**Owner:** Nassau Co Board of Co Comm.  
213 Nassau Place  
Yulee, FL 32097

COPY

 4-15-04  
\_\_\_\_\_  
Building Official Date

By:  4-15-04  
\_\_\_\_\_  
Building Inspector Date

 4-15-04  
\_\_\_\_\_  
Fire Inspector Date

Cleared	Expires	Title: Description	Conditions
	5/14/04	: All conditions to be met within 30 days/See attached list	

04 APR 19 AM 11:27  
RECEIVED  
COUNTY COORDINATORS  
OFFICE

**Conditions for Nassau County Courthouse  
B02-10023**

- Relocate partition in women's toilet room 1-074, to comply with Chapter 11 F.B.C.
- Adjust stripping in north accessible parking space to comply with Chapter 11 F.B.C.
- Complete installation of detectable warnings (truncated domes) per approved plans.
- Remove construction material and debris from site.

COPY

New Judicial Courthouse  
24100 William Burgess Boulevard

Punchlist for April 14, 2004

1. SJRWMD As Built Certification from Engineer of Record
2. Documentation of sufficient fire flow (Please note that one fire hydrant was knocked over during construction, needs to be checked out)
3. All testing data (to include subgrade densities, curb pad densities, limerock densities and limerock lbr's, asphalt thickness, concrete cylinders from curbs, etc.) We need limerock tickets, asphalt tickets, and concrete tickets.
4. Certification from utility company approving installation (water/sewer)
5. Engineer's Certification (Exhibit 2, Roadway and Drainage Standards 99-17)
6. Surveyor's Certification (Exhibit 3, Roadway and Drainage Standards 99-17)
7. As Built Certification (Exhibit 4, Roadway and Drainage Standards 99-17)
8. As Builts Drawings (AutoCAD and 2 Hard Copies)
9. Regrade swales along William Burgess and the access road. Re-sod and grass them.
10. De-silt all drainage structures and pipes.
11. Need to t.v. drainage structure S-55 to drainage structure S-56.
12. Repair sidewalk at main entrance. 4 sections have broken corners. These are the 10' wide sidewalks.
13. Fix washouts and grass pond banks of pond # 1 and pond # 2.
14. Southwest corner parking lot # 2, birdbath needs to be addressed.
15. Signs and markings. Improper signs and poles.
16. Parking lot # 2, has various birdbaths that need to be addressed.
17. Notheast entrance parking lot # 2, birdbath needs to be addressed.
18. Handi-cap parking at building has birdbaths that need to be addressed.
19. Main entrance handi-cap ramps, asphalt buckling needs to be addressed.  
Additionally address all areas in front of the majority of sidewalk handi-cap ramps have asphalt buckling up.
20. Speed bumps, are signs and markings needed?
21. Southwest corner parking lot # 1, curb repair.
22. Replace broken and settle curb parking lot # 1
23. Address birdbaths thru out parking lot # 1
24. Only 2 asphalt cores in each parking lot that we could see. Should there be more taken?
25. Southwest side of parking lot # 1, 5' sidewalk cracked needs to be repaired.
26. Seed around building along William Burgess side.
27. Between parking lots # 1 and # 2 in jail parking lot, asphalt appears to have been damaged by a forklift. There are gouges in the asphalt.
28. Wetland creation and mitigation planting.
29. Address birdbath at the intersection of access road and courthouse road.
30. Curb repair at entrance to loading dock for records facility.
31. Asphalt repair at entrance to loading area for courthouse.
32. Repair 20' of curb at entrance on Eastside for records building.
33. Address drop-off's along all sidewalks and behind curbs.

COPY

4-14-04

Planning & Zoning (Growth Management) note the following conditions to CO issuance for the Nassau County Judicial Complex:

- ensure appropriate land areas (as indicated on the approved Landscape Plan) are sodded and/or seeded.
- check staking of newly planted trees – many stakes have snapped and a number of trees are unstable. One tree at the front entrance to the building is down. One tree along William Burgess is down.

*[Handwritten signature]*

COPY



**THE HASKELL COMPANY**

*TOTAL FACILITY SOLUTIONS*

**WARRANTY**

Date: June 27, 2003  
Project: Nassau County Records  
Storage Facility  
24100 William Burgess Blvd.  
Yulee, FL  
Job No.: 41223301


FROM: The Haskell Company  
111 Riverside Blvd.  
Jacksonville, FL 32202

TO: Nassau County Board of County Commissioners  
Post Office Box 1010  
Fernandina Beach, FL 32035

The undersigned warrants all work performed in connection with the above project to be in conformance with drawings and specifications and free from all defects in material and workmanship for a period of **one year** from the above date and agrees to remedy all defects arising within that period at its own expense including the cost of replacement of items damaged by such defects or damaged in the course of replacing such defects.

The term "defects" shall not be construed as embracing damage arising from misuse, negligence, Acts of God, normal wear and tear or failure to follow maintenance or operating instructions.

**The Haskell Company**

By:   
Don Kartzmark  
Project Manager





**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
 P. O. Box 1010  
 Fernandina Beach, Florida 32035-1010

Nick Deonas  
 David C. Howard  
 Vickie Samus  
 Floyd L. Vanzant  
 Marianne Marshall

Dist. No. 1 Fernandina Beach  
 Dist. No. 2 Fernandina Beach  
 Dist. No. 3 Yulee  
 Dist. No. 4 Hilliard  
 Dist. No. 5 Callahan

JOSEPH M. "Chip" OXLEY, JR.  
 Ex-Officio Clerk

MICHAEL S. MULLIN  
 County Attorney

WALTER D. GOSSETT  
 County Coordinator

MEMORANDUM

*Copy for  
 file*

*[Handwritten signature]*

TO: TED SELBY, FINANCIAL SERVICES DIRECTOR  
 FROM: J. M. "CHIP" OXLEY, JR., CLERK  
 DATE: SEPTEMBER 4, 2002  
 RE: DUPLICATE ORIGINALS OF PERFORMANCE & PAYMENT BONDS  
 FROM THE HASKELL COMPANY FOR JUDICIAL COMPLEX AND  
 RECORDS STORAGE BUILDING

-----  
 Enclosed are duplicate originals of the above referenced documents received from The Haskell Company for the Judicial Complex and Records Storage Building projects.

Please place these in the safe deposit box for safekeeping.

Thank you for your assistance in this matter.

JMO:jb

Enclosures

CC: Walter D. Gossett (w/encl.)  
 Dawn Stevenson (w/encl.)  
 Mary Potochnik (w/encl.)

*Originals to  
 TED Selby  
 9-5-02*