

CONTRACT FOR  
DEMOLITION SERVICES  
14<sup>TH</sup> STREET ANNEX FACILITY & RESIDENCE STRUCTURE

THIS CONTRACT entered into this 22nd day of March, 2010, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida**, hereinafter referred to as "County", and **The BG Group, LLC**, located at 1140 Holland Drive #19, Boca Raton, Florida 33487, hereinafter referred to as "Contractor".

WHEREAS, the Board of County Commissioners of Nassau County, Florida received sealed bids for Demolition Services for the 14<sup>th</sup> Street Annex Facility located at 11 North 14<sup>th</sup> Street, Fernandina Beach, Florida and the Residence Structure, located at 102 North 13<sup>th</sup> Street, Fernandina Beach, Florida, Bid No. NC09-038 on February 23, 2010; and

WHEREAS, the Building Maintenance Department determined that The BG Group, LLC was the lowest, most responsive and responsible bidder for the bid items as set forth in Attachment "A" and Attachment "B"; and

WHEREAS, on March 22, 2010, the Board of County Commissioners of Nassau County, based on the recommendation of the Building Maintenance Department, awarded the bid to The BG Group, LLC, subject to execution of this contract.

NOW, THEREFORE, in consideration of the terms and conditions herein set forth, the County and the Contractor agree as follows:

**SECTION 1. Description of Services to be Provided**

The County does hereby retain the Contractor to furnish all labor, equipment, and materials or services as further described in the Scope of Services attached hereto as Attachment "A" and made a part hereof, for the demolition of the 14<sup>th</sup> Street Annex Facility and Residence Structure located on County owned property.

**SECTION 2. Payment/Invoicing**

The County shall pay the contractor within forty-five (45) calendar days of receipt of invoice, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act. (Florida Statutes Section 218.70). Payment shall not be made until materials, goods or services have been received, inspected and accepted by the County in the quality and quantity ordered. Payment will be accomplished by submission of an invoice, in



duplicate, with the Purchase Order number referenced thereon and mailed to the address set forth in the Purchase Order. Payment in advance of receipt of goods or services by Nassau County cannot be made.

The invoice submitted shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid.

### **SECTION 3. Acceptance of Goods/Services**

Receipt of goods/services shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the product/performance meets bid specifications and conditions. Should the products/services differ in any respect from specifications, payment will be withheld until such time as the supplier takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Coordinator's Office may authorize the recipient to refuse final acceptance of the goods/services. Should a representative of the County agree to accept the goods/services on condition that the Contractor will correct his performance within a stipulated time period, then payment will be withheld until the services are performed as specified.

### **SECTION 4. Compensation**

Compensation for the Scope of Work of this Contract shall be a lump sum amount of seventy-two thousand seven hundred eighty and 00/100ths Dollars (\$72,780.00). In addition to the lump sum amount, Contractor shall be compensated five hundred dollars (\$500.00) for the removal of each septic system. All costs and expenses of the work contemplated by the Project described in these Contract Documents shall be considered as part of the general cost of doing the work and are included in the lump sum compensation.

### **SECTION 5. Permits/Licenses/Fees**

Any permits, licenses or fees required for this service will be the responsibility of the Contractor unless otherwise stated.

### **SECTION 6. Taxes**

The County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales Tax. The Contractor will refrain from including taxes in any billing.

### **SECTION 7. Laws Governing this Contract**

This Contract shall be consistent with, and be governed by, the Ordinances of Nassau County, the whole law of the State of Florida, both procedural and substantive, and applicable



federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida.

**SECTION 8. Changes**

The County reserves the right to order, in writing, changes in the work within the scope of the contract, such as change in quantity or delivery schedule. The Contractor has the right to request an equitable price adjustment in cases where changes to the contract under the authority of this clause result in increased costs to the Contractor.

**SECTION 9. Modifications**

In addition to modifications made under the changes clause, this Contract may be modified within the scope of the contract upon the written and mutual consent of both parties, and approval by appropriate legal bodies in the County.

**SECTION 10. Assignment & Subcontracting**

The Contractor will not be permitted to assign its contract with the County, or to subcontract any of the work requirements to be performed without obtaining prior written approval by the County.

**SECTION 11. Severability**

If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 12. Termination for Default**

The performance of the Contract may be terminated by the County in accordance with this clause, in whole or in part, in writing, whenever the County shall determine that the Contractor has failed to meet performance requirement(s) of the Contract.

**SECTION 13. Termination for Convenience**

The County reserves the right to terminate the Contract in whole or part by giving the contractor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination from the County, the Contractor shall only provide those services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be

responsible to the contractor for the payment of any obligations to the extent such responsibility has not been excused by breach of default of the Contractor.

**SECTION 14. Force Majeure**

Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the party.

**SECTION 15. Access and Audits**

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the Work for at least three (3) years after completion of this Contract. The County and the Clerk of Courts shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the County's or the clerk's cost, upon five (5) days' written notice.

**SECTION 16. Contractor Responsibilities**

The Contractor will provide the services agreed upon in a timely and professional manner in accordance with specifications.

**SECTION 17. Contract Time**

The Contractor agrees to ~~start the work described in the contract within thirty (30) days upon entering into such contract~~ apply for the Demolition Permit within ten (10) business days from the Notice to Proceed. The Contractor shall start the work within fifteen (15) business days from issuance of the permit. Contractor shall fully complete the work ~~must be completed~~ within forty-five (45) business days from issuance of the permit. Nassau County reserves the right to grant an extension of time for the completion of the described work, when it is determined to be in the best interest of Nassau County.

**SECTION 18. Supervision**

The Contractor shall act as an independent contractor and not as an employee of the County. The County shall not exercise any supervision or control over the Contractor's employees performing services under this Contract. Such employees shall be accountable not to the County, but solely to the Contractor, who in turn is responsible to the County.

## **SECTION 19. Indemnification and Insurance**

The Contractor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of this contract, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to loss to or destruction of tangible property, including loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor and/or Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the County or any of its agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under Workers' Compensation acts, disability benefit acts, or other employee benefits act.

The contractor shall, on a primary basis, and at its sole expense, agree to maintain in full force and effect at all times during the life of this contract, insurance coverage's, limits, including endorsements, as described herein. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the Contractor is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract.

**Workers' Compensation:** The Contractor shall agree to maintain Workers' Compensation Insurance and Employers Liability in accordance with Florida Statute Chapter 440. Coverage must include Employers Liability with a minimum limit of \$100,000 each.

**Business Auto Policy:** The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles. In the event the Contractor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Contractor to agree to maintain only Hired and Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate business auto coverage form.

**Commercial General Liability:** Commercial General Liability for public liability during the lifetime of this Contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the County shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

**Additional Insured Requirements:** Certificates showing proof of the above required insurance shall be provided to the County prior to start of this contract and shall be attached hereto as Exhibit "C". Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the Contract has been endorsed to include Nassau County, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read "Nassau County, a political subdivision of the State of Florida, its officers, employees and agents". The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the County prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the County as to form and types of coverage. In the event that the statutory liability of the County is amended during the term of this Contract to exceed the above limits, the contractor shall be required, upon thirty (30) days written notice by the County, to provide coverage at least equal to the amended statutory limit of liability of the County.

## **SECTION 20. Disputes**

Any dispute arising under this Contract shall be addressed by the representatives of the County and the Consultant as set forth herein. Disputes shall be set forth in writing to the County Coordinator with a copy to the Department Head or Consultant, depending on which

party initiates the dispute, and provided by overnight mail, UPS, FedEx, or certified mail. A response shall be provided in the same manner prior to the initial meeting with the County Coordinator, the Department Head (or their designee), and a representative of the Consultant. This initial meeting shall take place no more than thirty (30) days from the written notification of the dispute addressed to the County Coordinator.

If the dispute is not settled at the initial meeting, the County Coordinator shall immediately notify the County Attorney. The Department Head (or his/her designee), the County Attorney, the County Coordinator, and the Department Head (or their designee(s)) shall meet with the Consultant's representative(s) within thirty (30) days of the County Coordinator's notification to the County Attorney of the continued dispute.

If there is no satisfactory resolution, the 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 by the County and the cost of mediation shall be borne by the Consultant. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

#### **SECTION 21. Entire Agreement**

The written terms and provisions of this contract shall supersede all prior verbal statements of any official or other representative of the County. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or contract documents.

[Remainder of page intentionally left blank – signature page next]



IN WITNESS WHEREOF, the parties have executed this contract, in two (2) copies, each of which shall be deemed an original on this day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

Michael H. Boyle  
MICHAEL H. BOYLE  
Its: Chairman

ATTEST:

John A. Crawford  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

RBK  
3/10/10

APPROVED AS TO FORM BY THE  
NASSAU COUNTY ATTORNEY

David A. Hallman  
DAVID A. HALLMAN

THE BG GROUP, LLC

Ivy Fradin  
By: Ivy FRADIN  
Its: Managing Member

STATE OF FL  
COUNTY OF PALE BEACH

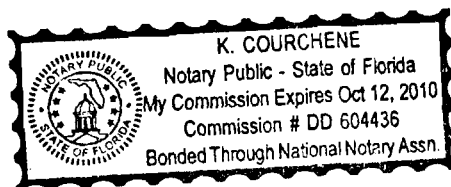
Before me personally appeared, Ivy FRADIN, who is personally known ☒ or produced \_\_\_\_\_ as identification, known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 4 day of MARCH, 2010.

K. Courchene  
Notary Signature

Notary-Public-State of FL at large  
My Commission expires:

10.12.10



**Attachment "A"**

**Demolition Services – 14<sup>th</sup> Street Annex Facility & Residence Structure  
CM1567 (Bid No. NC09-038)**

**SCOPE OF WORK/SPECIFICATIONS (Revised)**

- 1.1 Contractor providing demolition services must be appropriately licensed by the State of Florida or Nassau County and provide certificates of insurance as required prior to the commencement of the work.
- 1.2 The contractor is responsible for compliance with the following regulations:
  - 1.2.1 NESHAPS (National Emission Standards for Hazardous Air pollutants) Title 40 CFR 61 subpart A & M (revised subpart B).
    - Sec. 553.79(11) Florida Statutes (local building agencies must provide an asbestos notification statement to contractors before issuing a demolition permit).
    - Sec. 469.003-015 Florida Statutes (asbestos contractor and consultant licensing).
    - AHERA (Asbestos Hazard Emergency Response Act – asbestos management in schools) Title 40 CFR Part 763, Subpart E.
    - Sec. 225.551-565 Florida Statutes (asbestos management in state owned buildings).
    - Chapter 62-257 Florida Administrative Code (Florida DEP fee and notification rule [pending]).
    - OSHA Title 29 CFR Part 1910.1001 (asbestos exposure standard for general industry).
    - OSHA title 29 CRF Part 1926.1101 (asbestos exposure standard for construction industry).
    - OSHA Title 29 CFR Part 1910.134 (respiratory protection standard).
    - OSHA title 29 CRF Part 1910.1200 (hazard communication).
    - OSHA title 29 CRF 1910.2 (access to employee exposure & medical records).
  - 1.2.2 The rules and regulations require that notifications be either postmarked (certified mail) or hand delivered:

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**Demolition Services – 14<sup>th</sup> Street Annex Facility & Residence Structure  
CM1567 (Bid No. NC09-038)**

- a) Demolition – a notice must be submitted to ~~DEP, 160 Government Center, Pensacola, Florida~~ FDEP, Northeast District, 7825 Baymeadows Way, Jacksonville, FL 32256, prior to a demolition of any facility. The notice must be submitted at least ten (10) working days prior to beginning demolition work. Demolition means the wrecking or taking out of any load supporting structural member of a facility together with any related handling operations or the intentional burning of any facility.
- b) Ordered demolition – if a facility is being demolished under orders of a state or local government agency because it is structurally unsound and in danger of imminent collapse, the notice may be submitted as early as possible before, but not later than the following working day after the work begins. A copy of the order shall be included with the notice.

**1.2.3** The contractor performing the demolition or renovation is responsible for proper notification. The City of Fernandina Beach demolition/renovation permit does not meet the DEP notifications requirements. Abatement and disposal of asbestos is the sole responsibility of the contractor.

**1.2.4** Inspections are the responsibility of the contractor who should carefully inspect the structure to determine whether asbestos is present and determine if it will be disturbed during the renovation or demolition. This inspection will require the service of a Florida licensed asbestos consultant.

- a) Regulated asbestos-containing material (RACM) means (a) Friable asbestos material, (b) Category I nonfriable ACM that has become friable, (c) Category I nonfriable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II nonfriable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations regulated by this subpart.
- b) Category I nonfriable, asbestos-containing packing, gaskets, resilient floor covering and asphalt roofing products which have become friable because of age, weathering, or other damage, or which will be or has been subjected to sanding, grinding, cutting or abrading.

**Attachment "A"**

**Demolition Services – 14<sup>th</sup> Street Annex Facility & Residence Structure  
CM1567 (Bid No. NC09-038)**

- c) Category I nonfriable, all other nonfriable ACM which has a high probability of becoming crumbled, pulverized or reduced to powder by the forces expected to act on it during demolition or renovation. This includes asbestos cement shingles and siding, firebrick mortar, etc..

- 1.2.5 Friable and nonfriable ACM which may become friable can only be removed by a Florida licensed abatement contractor. The contractor must employ supervisors and workers who have had the required asbestos training and are in a medical monitoring program.

Asbestos cement roofing and siding, vinyl asbestos tile and linoleum must be removed by a licensed abatement contractor. If these materials are present in a building being demolished they may be left in place during demolition if a supervisor trained in the asbestos regulations and means of complying with them is present during the demolition. The material must be kept wet during demolition and until final disposal.

Bituminous built-up roofing, ACM, shall be disposed of by a Florida Certified roofer with an on-site inspector who has taken and passed an asbestos roofing course. The contractor's license number will begin with CCC.

- 1.2.6 If any asbestos is discovered during demolition the Contractor is obligated to proceed with notification as previously stated. In addition, the Contractor is obligated to immediately notify Director of Building Maintenance or his designee at 904-548-4687 4688.

- 1.2.7 To obtain more information, you may contact the Department of Environmental Protection, Division of Air Resources Management at 2600 Blair Stone Road, MS 5000, Tallahassee, Florida 32399-2400, 904-850-488-0114, Fax 850-922-6979 or Asbestos Coordinator for the Northeast Florida Department of Environmental Protection at 7825 Baymeadows Way, Suite B-200, Jacksonville, Florida 32256-7590, (904) 807-3256, Fax (904) 448-4363

- 1.3 The Contractor shall be responsible for the strict observance by his employees of the laws of the United States and the State of Florida and all local ordinances and regulations. The Contractor shall comply with said laws, ordinances, and regulations.

Attachment "A"

**Demolition Services – 14<sup>th</sup> Street Annex Facility & Residence Structure  
CM1567 (Bid No. NC09-038)**

- 1.4 ~~Demolition permits shall be secured within ten (10) working days from the Notice to Proceed.~~ Contractor shall apply for the Demolition Permit within ten (10) business days from the Notice to Proceed.
- 1.5 ~~The successful bidder agrees to start the work described in the contract within thirty (30) days upon entering into such contract. The work must be completed within forty five (45) days from issuance of the permit. Nassau County reserves the right to grant an extension of time for the completion of the described work, when it is determined to be in the best interest of Nassau County.~~ Contractor shall start the work within fifteen (15) business days from issuance of the permit. Contractor shall fully complete the work within forty-five (45) business days from issuance of the permit. Nassau County reserves the right to grant an extension of time for the completion of the described work, when it is determined to be in the best interest of the County.
- 1.6 Demolition of the structure(s) will proceed in a workmanlike manner.
- 1.6.1 All parts of the structures including but not limited to brick, block, timbers, concrete slabs, steps, footing, etc., are to be removed and properly and legally disposed of in an approved and licensed landfill or disposal site as appropriate. All bid prices shall include labor, materials, equipment, hauling, tipping fees and any other expenses that are customary in the performance of the described work.
- 1.6.2 Remove and store the following materials in a secure manner for off-site disposal or recycling: fluorescent and HID lamps, ballasts, mercury-containing devices, nickel-cadmium and/or lead-acid batteries, lead-containing components such as pipes and roof flashing, steel truss members, copper or other recyclables, Freon from air conditioning units, and hazardous materials/wastes. Contractor shall recycle or dispose of hazardous material and recyclables in the proper manner by the codes that govern those items.
- 1.6.3 Use water onsite to limit the dust particles in the air.
- 1.6.4 The successful bidder shall, when and where necessary protect the public (i.e. pedestrians and motorist) and other property by using suitable barricades and other shielding. At the end of each working day, the remainder of the structure shall be left in a stable condition with no dangerous unsupported walls, roofs or other elements.

Attachment "A"

**Demolition Services – 14<sup>th</sup> Street Annex Facility & Residence Structure  
CM1567 (Bid No. NC09-038)**

- 1.6.5 The successful bidder shall be responsible for repair of any damage done to other structures or property located on or adjacent to this site which results from actions by them or their employees.
- 1.6.6 ~~The existing trees shall remain intact at their existing locations on the site and not be disturbed during the demolition and clearing operations. Any and all trees damaged or destroyed during the demolition shall be replaced in kind with a replacement tree of similar size and caliper at no additional cost to Nassau County. All existing trees not within 5 feet of the building footprint shall be left as is. All efforts shall be made to protect these trees as much as feasibly possible. Willful destruction or negligence from protection of the trees during the demolition process of the building could be considered cause to have the contractor held responsible for the replacement of said trees. Should damage to the tree or root system be from the systematic demolition and removal of the building structure and/or footers of the building(s), then the contractor shall not be held responsible.~~
- 1.6.7 All main sidewalks next to roads must remain open in a safe condition at all times.
- 1.6.8 Disposal site must be approved by Nassau County.
- 1.6.9 ~~Work schedule shall be Monday through Friday, daylight hours only, excluding any County recognized holidays. Time to be coordinated with the Building Maintenance Department. Work schedule shall follow the City of Fernandina Beach's noise ordinance, weekdays Monday through Friday from 7:00 AM to 7:00 PM; Saturday from 9:00 AM to 7:00 PM; no work on Sunday. The County has no objection with the Contractor working on County observed holidays or Saturdays except for the demolition of the residence structure. The County's environmental company is required to be present for that phase of the work.~~
- 1.6.10 All utility locates and/or disconnects to the structure shall be completed by the Contractor prior to demolitions:
- a) The successful bidder shall have the gas, water and sewer disconnected prior to demolition. Any liquid petroleum gas tanks shall be removed and disposed of pursuant to NFPA guidelines.

**Attachment "A"**

**Demolition Services – 14<sup>th</sup> Street Annex Facility & Residence Structure  
CM1567 (Bid No. NC09-038)**

- b) If a septic tank is located on the property, the covers shall be removed, the bottom broken out, and the tank filled with earth to grade. Tank covers shall be removed from the property.
- c) The successful bidder shall also be responsible for having the power company, the telephone company and, if applicable, cable television service company notified to have their services dismantled as appropriate.

**1.6.11** The Contractor must provide for own storage of material and equipment, if needed. No storage will be provided by the County at the site.

**1.7**     **SITE CLEAN-UP**

**1.7.1** Site clean-up shall be as important an item as is the building(s) removal. The end result of this contract is to produce a natural graded area.

**1.7.2** Specific requirements are:

- a) All footings, foundations or other at-grade items are to be completely removed.
- b) A final grade must be completed at the end of demolition. Any excavations are to be filled in the natural grade; unnatural hills or mounds of earth are to be spread or removed.
- c) The lot shall be left level, at a natural grade, and raked clean.
- d) During the course of the demolition project no adjacent sidewalk or street frontage shall be damaged in excess of its condition prior to the beginning of the project. Cracking or breaking a portion of sidewalk or curbing or depressing sections below the original grade will necessitate the contractor's removing and replacing the entire width of sidewalk or curbing to the nearest construction joint. All street, curbing and sidewalk repairs shall be made to the satisfaction of the Engineering Department of Nassau County before final payment is authorized.

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**Demolition Services – 14<sup>th</sup> Street Annex Facility & Residence Structure  
CM1567 (Bid No. NC09-038)**

- e) Contractors and Subcontractors shall comply with all local, state and federal environmental and other water quality laws and regulations and employ appropriate best-management practices to prevent erosion and sediment runoff during construction.

1.7.3 Before final payment is made to the Contractor, a final inspection must be called for and approved. Also, a copy of all dump receipts is required; if the Nassau County landfill is not used, the Contractor must provide a letter, from the Solid Waste facility, stating that the dump site is an approved site for type of generated waste.

**1.8 ACTIONS REQUIRED**

- 1.8.1 Contractor shall obtain necessary permits from the local building department (City of Fernandina Beach, Florida)
- 1.8.2 Contractor shall submit notice to Florida Department of Environmental Protection (10 working days in advance of any work).
- 1.8.3 Contractor shall provide performance bond and payment bond in the amount of 100% of the contract value and a certificate of insurance as required prior to the issuance of the Notice to Proceed.

**1.9 SAFETY**

- 1.9.1 Contractor acknowledges and agrees that the contractor has sole responsibility for compliance with all Federal, State, and local laws, ordinances, rules and regulations applicable to the work and is responsible for all costs associated with same and agrees to indemnify and hold harmless Nassau County against any legal liability or loss.
- 1.9.2 Demolition work shall be pursued diligently and without unreasonable interruption with due regard to safety. It is the intent to limit the existence of an unsafe condition or nuisance on the premises during the period of demolition operations.
- 1.9.3 The Contractor shall be responsible for developing, implementing, and managing all safety protections, precautions and programs to prevent damage, injury, or loss to: all employees on the work site and other persons that may be affected thereby; and all work,

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materials and equipment to be incorporated therein, whether in storage on or off the site.

- 1.9.4** The Contractor shall designate in writing a responsible member of his organization at the site whose duty shall have responsibility for all safety functions.
- 1.9.5** It is the Contractor's duties and responsibilities for the safety and protection of the work.
- 1.9.6** The Contractor shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, barricades, fencing and ground personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area. All minimum safety standards required by Municipal, County, State and Federal ordinances and laws shall be strictly met by the Contractor.

**1.10 EMPLOYEES**

- 1.10.1** Contractor shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times). Personnel must be able to supply proper identification at all times.
- 1.10.2** All employees of the bidder shall be considered to be at all times the sole employees of the bidder, under the bidder's sole direction, and not an employee or agent of the County.

(End of Scope of Work and Technical Specifications)

ATTACHMENT "B" -- BID PRICE SHEET (Revised 2/17/10)

NASSAU COUNTY, FLORIDIA  
DEMOLITION SERVICES  
14<sup>TH</sup> STREET ANNEX FACILITY & RESIDENCE STRUCTURE  
BID NO. NC09-038

The undersigned, as bidder, declares that he/she has carefully examined the specifications and acknowledges and agrees to all of the foregoing conditions of the contract, acknowledges that he/she has visited the site(s) of the proposed work and is familiar with the scope of the work, and furthermore will furnish all labor, equipment and materials for:

Item Number	Description/Address	Lump Sum Bid
1	14 <sup>th</sup> Street Annex Facility 11 North 14 <sup>th</sup> Street Fernandina Beach, FL 32034	\$ <u>69,925.00</u>
2	Residence Structure 102 North 13 <sup>th</sup> Street Fernandina Beach, FL 32034	\$ <u>2855.00</u>
TOTAL LUMP SUM BID		\$ <u>72780.00</u>

Alternate Item	Description	Bid Price
1	Removal of Septic System	\$ <u>500.00</u>

Contractor Company Name: The BG Group LLC  
 Signature: [Signature] Date: 2/19/10  
 Printed Name: Ivy FRADIN  
 Address: 1140 Holland DR #19 Boca Raton FL 33487  
 Phone Number: 561 998 7997 Fax Number: 561 998 8815  
 Email Address: Ivy @ theBGGROUP.net

[Signature]

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
3/04/2010

<b>PRODUCER</b> Paul H. DeSilva Bateman, Gordon & Sands, Inc. P.O. Box 1270 Pompano Beach, FL 33061		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> The BG Group, LLC 1140 Holland Drive; Suite #19 Boca Raton, FL 33487		<b>INSURERS AFFORDING COVERAGE</b> INSURER A: Amerisure Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E:	<b>NAIC #</b> 19488

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$	
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC2065618	11/10/09	11/10/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

Bid No. NC09-038, Demolition Services for the 14th Street Annex Facility located at 11 North 14th Street, Fernandina Beach, Florida and the Residence Structure, located at 102 North 13th Street, Fernandina Beach, Florida

**CERTIFICATE HOLDER****CANCELLATION 10 Days for Non-Payment**

Nassau County, a political  
subdivision of the State of  
Florida,

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
3/5/10MLA

## PRODUCER

Advanced Insurance Underwriter  
ATTN: Construction Division  
3250 N. 29th AVE.  
Hollywood, FL 33020-1313

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURED

The BG Group, LLC  
1140 Holland Drive, Suite 19  
Boca Raton, FL 33487

## INSURERS AFFORDING COVERAGE

## NAIC #

INSURER A: Steadfast Insurance Co. - A

26387

INSURER B: St. Paul Fire &amp; Marine - A+

24767

INSURER C: Great American Insurance Co - A

16691

INSURER D: Redland Insurance Company - A-

37303

INSURER E: Mid-Continent Group - A

## COVERAGES

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INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded: \$10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	SCO913774403	05/12/09	05/12/10	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
D		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	RICFL0002999	05/12/09	05/12/10	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE	QZ06825387	05/12/09	05/12/10	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000
F		<input checked="" type="checkbox"/> RETENTION \$10,000	BINDER212010	02/09/2010	05/12/10	LIMIT \$14,000,000
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C		<b>OTHER Pol &amp; Prof.</b>	PCE488481401	05/12/09	05/12/10	*See Description
E		<b>Inland Marine</b>	04IM35113	05/12/09	05/12/10	**See Description

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: Nassau County, a political subdivision of the State of Florida, its officers, employees and agents are additional insureds with respect to the demolition services to be performed at the 14th Street Annex Facility, 11 North 14th St, Fernandina Beach, Fl., and the Residence Structure at 102 North 13th Street, Fernandina Beach, Florida.  
(See Attached Descriptions)

## CERTIFICATE HOLDER

Nassau County - Contract  
Management  
96135 Nassau Place Suite #6  
Yulee, FL 32097

## CANCELLATION

## 10 Days for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

## AUTHORIZED REPRESENTATIVE

*Charlotte Floyd*

## **IMPORTANT**

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## DESCRIPTIONS (Continued from Page 1)

**Bid# NC09-038**

**Blanket additional insured with respects to General Liability, Auto, Pollution & Umbrella when required by written contract blanket waiver of subrogation with respects to general liability & auto when required by written contract; Primary & Non-Contributory - where required by written contract with respects to general liability only.**

**General Liability Policy Aggregate \$5,000,000 Cap Amount if Applicable**

**\*Pollution & Professional Liability @ \$1,000,000 / \$3,000,000 / \$10,000 SIR**

**\*\*Inland Marine: Listed Items \$2,100,000 / Leased & Rented Any One Item \$300,000 / Maximum Amount \$300,000 / \$5,000 Cranes; Theft & VMM; Wind & Weather and \$1,000 Standard Deductible**

**\*\*\*EXCESS UMBRELLA CARRIER/INSURER AFFORDING COVERAGE F: LANDMARK AMERICAN INS. CO.,**