

## AGREEMENT

**THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, ("County") a subdivision of the State of Florida with administrative offices at 96135 Nassau Place, Suite 1, Yulee, Florida 32097, hereby contracts with **CORE CONSTRUCTION COMPANY OF JACKSONVILLE, INC.** ("Design-Build Firm"), a Florida corporation for profit with an address of 8375 Baymeadows Way, Jacksonville, Florida 32256, to perform all work ("Work") in connection with **Fire Station 71 Design/Build Project**, ("Project"), as said Work is set forth in the Plans and Specifications furnished by the Design-Build Firm and other Contract Documents hereafter specified.

### **SECTION 1. CONTRACT DOCUMENTS**

A. The Contract Documents consist of this Agreement, the Amendments and Exhibits described in Section 7 hereof, Change Orders, Work Directive Changes, Field Orders, and the solicitation documents, including addenda relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents, including this Agreement, sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Design-Build Firm at the Project site at all times during the performance of the Work.

B. In case of any inconsistency or conflict among the provisions of the Agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

C. County shall furnish to the Design-Build Firm up to three (3) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents shall be furnished, upon request, at the cost of reproduction.

### **SECTION 2. SCOPE OF WORK**

A. Generally, Design-Build Firm will provide all planning, design, and architectural/engineering services required for the proper design and for all other services necessary for the construction of the Project.

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B. Design-Build Firm's Responsibility with respect to Design

1) In fulfilling its obligations under this Section, Design-Build Firm shall employ Architects and Engineers of the appropriate specialties for proper preparation of the Project drawings and specifications, including structural, mechanical, electrical, soils, civil and such other specialties as are reasonably required. All such professional services shall be performed by appropriately State of Florida licensed personnel. Design-Build Firm takes responsibility for the proper performance of such architectural and engineering services.

2) The Design-Build Firm shall prepare and the County shall approve a Design Phase Schedule as follows:

(a) DESIGN DEVELOPMENT

The Design-Build Firm shall prepare Design Documents to fix the size and character of the Project as to structural, mechanical and electrical systems, materials, and other appropriate essential items in the Project. These Design Documents, as approved, shall be the basis for the construction of the Project.

(b) WORKING DRAWINGS AND SPECIFICATIONS

From approved Design Documents, the Design-Build Firm will prepare working Drawings and Specifications setting forth in detail the requirements for the construction of the Project, and based upon codes, laws, or regulations which have been enacted at the time of their preparation.

3) The Design-Build Firm and the County will work closely together to monitor the design in accordance with prior approvals so as to ensure that the Project can be constructed within the amount as defined in Section 3. As these working Drawings and Specifications are being completed, the Design-Build Firm will keep the County advised of the effects of any County requested changes on the Contract Time Schedule and/or the Guaranteed Maximum Price ("GMP"). Construction of the Project shall be in accordance with these Drawings and Specifications as approved by the County and incorporated in the exhibits. The Drawings and Specifications shall remain the property of the County and may be used and/or re-used, in whole or in part, with or without modifications, by the County on this or other projects without the written consent of the Design-Build Firm.

4) After the completion of the Design Phase as set forth above in Subsection 2, if the Project is no longer feasible for any reason from the standpoint of the County, the County may terminate this Agreement and pay the Design-Build Firm the portion of the price associated with the Design Phase, pursuant to Section 3 "Contract Amount".

C. Responsibilities of Design-Build Firm with Respect to Construction

1) The Design-Build Firm will provide all construction supervision, inspection, labor, materials, tools, construction equipment, and subcontracted items of every kind and type necessary for the timely execution and full completion of the Project in a good workmanlike manner required by the Contract.

2) The Design-Build Firm will pay all sales, use, gross receipts and similar taxes related to the Work provided by the Design-Build Firm, which have been legally enacted at the time of execution of this Agreement and for which the Design-Build Firm is liable.

3) The Design-Build Firm will prepare and submit for the County's approval an estimated progress schedule for the Project using critical path method (CPM) using a software to be agreed with the County. This schedule shall include (1) a list of all activities required to complete the Project; (2) the duration of each activity; (3) the dependencies (e.g. finish to start, etc.) and logical end points such as milestones or deliverable items (Exhibit "O"). It shall be revised as required by the conditions of the Work and by those conditions and events, which are beyond the Design-Build Firm's control. During the Construction Phase, the Design-Build Firm shall provide updates to the County every thirty (30) days, on the first (1<sup>st</sup>) of each calendar month.

4) The Design-Build Firm shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The system shall be satisfactory to the County, which shall be afforded access to all of the Design-Build Firm's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement. The Design-Build Firm shall preserve all such records for a period of three (3) years after the final payment or longer where required by law. All such records shall be subject to public disclosure under Chapter 119, Florida Statutes, the Florida Public Records Law. Failure to maintain or disclose such documents may result in the termination of this Agreement by the County. The Design-Build Firm shall require its subcontractors to comply with the records retention requirements of this paragraph.

D. Royalties and Patents

1) The Design-Build Firm shall pay all royalties and license fees for materials, methods, and systems incorporated in the Work. It shall defend all suits or claims for infringement of any patent rights and shall hold the County harmless from loss on account thereof except when a particular design process or product is specified by the County. In such case the Design-Build Firm shall be responsible for such loss only if it has reason to believe that the design, process, or product so specified is an infringement of a patent, and fails to give such information promptly to the County.

E. Warranties and Completion

In addition to the warranty set forth in Section 20, General Conditions:

- 1) The Design-Build Firm will secure required certificates of inspection, testing, or approval and deliver them to the County.
- 2) The Design-Build Firm will collect all written warranties and equipment manuals and deliver them to the County.
- 3) The Design-Build Firm, in coordination with the County's maintenance personnel, will be responsible for the commissioning of utilities and the operations of the Project's systems and equipment, and will assist in their initial start-up and testing.

**SECTION 3. CONTRACT AMOUNT**

In consideration of the faithful performance by Design-Build Firm of the covenants in this Agreement to the full satisfaction and acceptance of County, County agrees to pay, or cause to be paid, to Design-Build Firm in accordance with the terms of this Agreement and Price Proposal Form (Exhibit "P") the following Guaranteed Maximum Price (GMP) amount for the Project (herein "Contract Amount"): **Three Million Ten Thousand Dollars and No Cents (\$3,010,000.00)** of which **One Hundred Ninety Thousand Dollars (\$190,000.00)**, is identified as the portion of the price associated with the Design Phase.

**SECTION 4. DESIGN-BUILD FIRM FEES**

A. Design/Pre-Construction Phase Fee. For the performance of the design services set forth herein and for profit and overhead related to these services, a total fee of **\$190,000.00**, shall be paid to the Design-Build Firm.

B. Construction Phase Fee. Prior to commencement of the Construction Phase of the Project, the County will direct the Design-Build Firm in writing to proceed with the Construction Phase. The Construction Phase Fee shall be paid in monthly payments pursuant to the provisions set forth in Section 3 of the General Terms and Conditions. For services performed during the Construction Phase and for overhead, profit, and general expenses of any kind for services provided during and related to the Construction Phase of the Project, the fee shall be **\$ 2,820,000.00**, and shall be paid proportionally to the ratio of the cost of the Work in place, and less retainage as it bears on the latest estimate of the total construction cost or to the GMP or to the County's Construction Budget, whichever is less. The balance of the fee shall be paid when construction of the Project is finally completed and occupancy of the Project accepted by the County as provided in this Agreement. If construction is authorized only for a part of a phase of the Project, the fee paid shall be proportionate to the amount of Work authorized by the County. The Overhead and Profit for the Construction Phase shall be set forth in Exhibit "J" (Schedule of Project Fees).

**Design-Build Firm's Exclusive Remedy:** In the event the construction Substantial or Final Completion date is extended, regardless of whether delay is caused by any act or neglect of the County, or is attributable to the County, the Design-Build Firm's sole and exclusive remedy is an extension of the construction completion date.

**SECTION 5. BONDS**

A. Design-Build Firm shall provide Performance and Payment Bonds, in the form prescribed in Exhibit "B", in the amount of one hundred percent (100%) of the Contract Amount, the costs of which to be paid by Design-Build Firm. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided, however, the surety shall be rated as "A-" (excellent) or better and Class "V" or higher rating as to financial size category and the amount required shall not exceed two percent (2%) of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.


B. If the surety for any bond furnished by Design-Build Firm is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Design-Build Firm shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by the Design-Build Firm to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

C. Per §255.05, Florida Statutes, the Design-Build Firm shall be required to execute and record the Performance and Payment bonds. The Bonds must state the name and principal business address of both the Principal and the Surety and a description of the Project sufficient to identify it.

**SECTION 6. CONTRACT TIME AND LIQUIDATED DAMAGES**

**A. Time is of the essence in the performance of the Work under this Agreement.**

Design-Build Firm shall commence the Work within **Five (5)** calendar days from the Commencement Date, established in each Phase's Notice to Proceed. No Work shall be performed at the Project site prior to such Commencement Dates. Design-Build Firm shall provide **Forty-eight (48)** hours notice prior to beginning the Work. The Work shall be substantially completed within **Four Hundred Twenty-Two (422)** calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within **Eighty-Nine (89)** calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling **Five Hundred Eleven (511)** calendar days (herein

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"Contract Time").

B. County and Design-Build Firm recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Design-Build Firm fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **Three Thousand Dollars (\$3,000.00)** for each calendar day thereafter until Substantial Completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Project Manager certifies in writing that the construction of the Project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment as provided herein.

C. Design-Build Firm hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Design-Build Firm fails to substantially complete the Work in accordance with the progress schedule.

D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

## **SECTION 7. EXHIBITS INCORPORATED**

The following documents which may be delivered or issued on or after the Effective Date of the Agreement, are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A:	General Terms and Conditions
Exhibit B:	Form of Performance and Payment Bonds
Exhibit C:	Insurance Requirements
Exhibit D:	Form of Release and Affidavit
Exhibit E:	Form of Application for Payment
Exhibit F:	Form of Change Order
Exhibit G:	County Direct Purchases (Supplementary Conditions)
Exhibit H:	Contract Definitions
Exhibit I:	Design Criteria Package
Exhibit J:	Schedule of Project Fees
Exhibit K:	Approved GMP Drawings and Specifications
Exhibit L:	Design/Pre-Construction Phase Schedule of Values

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Exhibit M: Construction Phase Schedule of Values  
Exhibit N: Design-Build Firm Project Personnel Roster  
Exhibit O: Project Schedule  
Exhibit P: Price Proposal Form

**SECTION 8. NOTICES**

A. All notices required or made pursuant to this Agreement by the Design-Build Firm to the County shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Michael Mullin, County Manager  
Nassau County Board of County Commissioners  
96135 Nassau Place, Suite 6  
Yulee, Florida 32097

B. All notices required or made pursuant to this Agreement by County to Design-Build Firm shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Core Construction Company, Inc.  
8375 Baymeadows Way  
Jacksonville, FL 32256  
Attention: Jay Chung

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

**SECTION 9. MODIFICATION**

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

**SECTION 10. SUCCESSORS AND ASSIGNS**

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

**SECTION 11. GOVERNING LAW**

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida, and the Parties stipulate venue for matters relating to the subject of

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this Agreement shall be in the County of Nassau.

**SECTION 12. NO WAIVER**

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

**SECTION 13. ENTIRE AGREEMENT**

Each of the Parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, Work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

**SECTION 14. SEVERABILITY**

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

**SECTION 15. PUBLIC RECORDS**

The County is a public agency subject to Chapter 119, Florida Statutes. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6250, [DMOODY@NASSAUCOUNTYFL.COM](mailto:DMOODY@NASSAUCOUNTYFL.COM), 96161 NASSAU PLACE, YULEE, FLORIDA 32097. Under this agreement, to the extent that the Vendor is providing services to the County, and pursuant to section 119.0701, Florida Statutes, the Vendor shall:

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the public agency.



D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.


**SECTION 16. REQUEST FOR RECORDS; NONCOMPLIANCE**

A. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Vendor of the request, and the Vendor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

B. If a Vendor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

C. A Vendor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

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**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the date(s) indicated below.

**NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

DULY EXECUTED this 23rd day of September, 2019.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
\_\_\_\_\_  
JUSTIN M. TAYLOR  
Its: Chairman

ATTEST AS TO CHAIRMAN'S  
SIGNATURE:

  
\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

MES  
09.24.19

Approved as to form by the Nassau County  
Attorney:

  
\_\_\_\_\_  
MICHAEL MULLIN

**Core Construction Company of Jacksonville, Inc.:**

By:   
\_\_\_\_\_  
(Name)

ATTEST: Corporate Secretary

By:   
\_\_\_\_\_  
Secretary

Its: President

[CORPORATE SEAL]



Date: 9/17/19

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**EXHIBIT "A"**

**GENERAL TERMS AND CONDITIONS**

**1. INTENT OF CONTRACT DOCUMENTS**

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If during the performance of the Work Design-Build Firm discovers a conflict, error or discrepancy in the Contract Documents, Design-Build Firm immediately shall report same to the County in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Design-Build Firm's Architect/Engineer. Design-Build Firm shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Design-Build Firm with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Design-Build Firm shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Design-Build Firm, as determined by its Architect/Engineer. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

## 2. INVESTIGATION AND UTILITIES

2.1 Design-Build Firm shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Design-Build Firm to acquaint itself with any applicable conditions shall not relieve Design-Build Firm from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2 Design-Build Firm shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Design-Build Firm shall contact the Countys of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Design-Build Firm shall schedule and coordinate its Work around any such relocation or temporary service interruption. Design-Build Firm shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

## 3. PROGRESS PAYMENTS FOR CONSTRUCTION PHASE

3.1 Prior to submitting its first Application for Payment, Design-Build Firm shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Design-Build Firm's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit "E".

3.2 Prior to submitting its first Monthly Application for Payment, Design-Build Firm shall submit to County a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date of construction.

3.3 If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens,

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charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

3.4. Design-Build Firm shall submit its Applications for Payment to the County on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Design-Build Firm indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Design-Build Firm may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Design-Build Firm may submit a written request to the County Manager for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Design-Build Firm.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Design-Build Firm the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

3.5. Except for applications for payment for work performed pursuant to Section 2.A. of the Agreement, relating to the Design Phase, County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment, whichever is less, up to fifty percent (50%) completion. Thereafter, if on schedule, the County shall retain five percent (5%) of the gross amount of each payment request. Such sum shall be accumulated and not released to Design-Build Firm until final payment is due. Any interim interest on such sums shall accrue to County.

3.6. Monthly payments to Design-Build Firm shall in no way imply approval or acceptance of Design-Build Firm's work.

3.7. Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit "D", showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Design-Build Firm.

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#### **4. PAYMENTS WITHHELD**

4.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Design-Build Firm under this Agreement or any other agreement between County and Design-Build Firm, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Design-Build Firm to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Design-Build Firm; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Design-Build Firm's expense. County also may offset against any sums due Design-Build Firm the amount of any liquidated or un-liquidated obligations of Design-Build Firm to County, whether relating to or arising out of this Agreement or any other agreement between Design-Build Firm and County.

#### **5. FINAL PAYMENT**

5.1. County shall make final payment to Design-Build Firm within thirty (30) calendar days after the Work is finally inspected and accepted by County in accordance with Section 19.1 herein provided.

5.2. Design-Build Firm's acceptance of final payment shall constitute a full waiver of any and all claims by Design-Build Firm against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Design-Build Firm as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Design-Build Firm hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

#### **6. SUBMITTALS AND SUBSTITUTIONS**

6.1. Design-Build Firm shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. Design-Build Firm shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

6.2. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Design-Build Firm to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Design-Build Firm and all such requests must be submitted by Design-Build Firm to County within thirty (30) calendar days after Notice of Award is received by Design-Build Firm.

6.3. If Design-Build Firm wishes to furnish or use a substitute item of material or equipment, Design-Build Firm shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Design-Build Firm's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other Design-Build Firms affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Design-Build Firm to furnish at Design-Build Firm's expense additional data about the proposed substitute.

6.4. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Design-Build Firm may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Design-Build Firm submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

6.5. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Design-Build Firm to furnish at Design-Build Firm's expense a special performance guarantee or other surety with respect to any substitute.

## 7. DAILY REPORTS, AS-BUILTS AND MEETINGS

7.1. Unless waived in writing by County, during the Construction Phase, Design-Build Firm shall complete and submit to the County on a weekly basis a daily log of the Design-Build Firm's work for the preceding week in a format approved by the County. The daily log shall document all activities of Design-Build Firm at the Project site including, but not limited to, the following:

- 7.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
- 7.1.2. Soil conditions which adversely affect the Work;
- 7.1.3. The hours of operation by Design-Build Firm's and subcontractor's personnel;
- 7.1.4. The number of Design-Build Firm's and subcontractor's personnel present and working at the Project site, by subcontract and trade;
- 7.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
- 7.1.6. Description of Work being performed at the Project site;
- 7.1.7. Any unusual or special occurrences at the Project site;
- 7.1.8. Materials received at the Project site; and
- 7.1.9. A list of all visitors to the Project site.
- 7.1.10 Safety Meetings

The daily log shall not constitute nor take the place of any notice required to be given by Design-Build Firm to County pursuant to the Contract Documents.

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7.2. Design-Build Firm shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Design-Build Firm submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Design-Build Firm throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Design-Build Firm's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Design-Build Firm for County.

7.3. Design-Build Firm shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

## **8. CONTRACT TIME AND TIME EXTENSIONS**

8.1. Design-Build Firm shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its Architect/Engineer, subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Design-Build Firm. Design-Build Firm shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

8.2. Should Design-Build Firm be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Design-Build Firm, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Design-Build Firm shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Design-Build Firm may have had to request a time extension.

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8.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Design-Build Firm of its duty to perform or give rise to any right to damages or additional compensation from County. Design-Build Firm expressly acknowledges and agrees that it shall receive no damages for delay. Design-Build Firm's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage for Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

## 9. CHANGES IN THE WORK

9.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Design-Build Firm shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Design-Build Firm for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

9.2. A Change Order, in the form attached as Exhibit "F" to this Agreement, shall be issued and executed promptly after an agreement is reached between Design-Build Firm and County concerning the requested changes. Design-Build Firm shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as County and Design-Build Firm shall mutually agree.

9.3. If County and Design-Build Firm are unable to agree on a Change Order for the requested change, Design-Build Firm shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Design-Build Firm disagrees with the County's adjustment determination, Design-Build Firm must make a claim pursuant to Section 10 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

9.4. In the event a requested change results in an increase to the Contract Amount, as to design the amount of the increase shall be based upon the standard hourly billing rates, according to classification of the Design-Build Firm's Architect/Engineer plus expenses to be charged at actual cost. As to the construction, the amount of the increase shall be limited to the Design-Build Firm's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Design-Build Firm for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Design-Build Firm and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

9.5. County shall have the right to conduct an audit of Design-Build Firm's books and records to verify the accuracy of the Design-Build Firm's claim with respect to Design-Build Firm's costs associated with any Change Order.

9.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Design-Build Firm.

## 10. CLAIMS AND DISPUTES

10.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Design-Build Firm arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

10.2. Claims by the Design-Build Firm shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Design-Build Firm shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Design-Build Firm shall be deemed to have waived the Claim. All Claims shall be priced in accordance with the provisions of Subsection 9.4.

10.3. The Design-Build Firm shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents during the pendency of any

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Claim.

## 11. OTHER WORK

11.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility Countys or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Design-Build Firm. If Design-Build Firm believes that such performance will involve additional expense to Design-Build Firm or require additional time, Design-Build Firm shall send written notice of that fact to County within forty-eight (48) hours of being notified of the other work. If the Design-Build Firm fails to send the above required forty-eight (48) hour notice, the Design-Build Firm will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

11.2. Design-Build Firm shall afford each utility County and other Design-Build Firm (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Design-Build Firm shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Design-Build Firm shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

11.3. If any part of Design-Build Firm's Work depends for proper execution or results upon the work of any other Design-Build Firm or utility County (or County), Design-Build Firm shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Design-Build Firm's failure to report will constitute an acceptance of the other work as fit and proper for integration with Design-Build Firm's Work.

## 12. INDEMNIFICATION AND INSURANCE

12.1. Design-Build Firm shall pay on behalf of or indemnify and hold harmless the County and its, agents, officers and employees from all liabilities, damages, losses, and costs, including attorneys' fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Design-Build Firm or by any person, firm or corporation (including but not limited to the Architect/Engineer) to whom any portion of the Work is subcontracted by Design-Build Firm or resulting from the use by Design-Build Firm, or by any one for whom Design-Build Firm is legally liable, of any materials, tools, machinery or other property of County. Design-Build Firm's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Design-Build Firm or by any person, firm or corporation to whom any portion of the Work is subcontracted by Design-Build Firm, and Design-Build Firm shall not be required to pay on behalf of or indemnify

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and hold harmless County where County's negligence, recklessness or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Design-Build Firm agree one percent (1%) of the Contract Amount paid by County to Design-Build Firm shall be given as separate consideration for this indemnification, and any other indemnification of County by Design-Build Firm provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Design-Build Firm by Design-Build Firm's acceptance and execution of the Agreement.

Design Build Firm agrees that such indemnification by Design Build Firm relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. The Design-Build Firm's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

12.2. Design-Build Firm shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies or trusts which are registered with the State of Florida. Foreign or off-shore insurance carriers are not acceptable for work under this contract unless admitted to the State of Florida. All commercial insurance carriers providing the Design-Build Firm with required insurance shall be rated with a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Design-Build Firm and prior to the commencement of work, Design-Build Firm shall provide County with properly executed Certificates of Insurance to evidence Design-Build Firm's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Nassau County in care of: Contract Manager, 96135 Nassau Place, Suite 6, Yulee, Florida 32097. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

12.3. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Design-Build Firm shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

Initials 

12.4. All insurance coverages of the Design-Build Firm shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

12.5. Design-Build Firm shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit "C", unless such insurance requirements for the Subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Design-Build Firm to meet the requirements of the Contract Documents shall name Nassau County as an additional insured and shall contain severability of interest provisions. Nassau County shall also be designated as certificate holder with the address of 96135 Nassau Place, Suite 6, Yulee, Florida 32097. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies, shall be furnished by Design-Build Firm within thirty (30) days prior to the date of expiration. Upon expiration of an insurance policy term during the course of work under the contract, succeeding insurance policies shall be consecutive to the expiring policy.

12.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

12.7. Should at any time the Design-Build Firm not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Design-Build Firm for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

12.8 Design-Build Firm shall submit to County a copy of all accident reports arising out of any personal injuries or property damages arising or alleged to have arisen on account of any work by Design-Build Firm or Subcontractor under the Contract Documents.

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12.9 Duty to Provide Legal Defense. To the extent permitted by law, the Design-Build Firm shall pay for and provide a legal defense for County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by County, for all liabilities, damages, losses, and costs as described in paragraph 12.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

### **13. COMPLIANCE WITH LAWS**

13.1 Design-Build Firm agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Design-Build Firm observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Florida Department of Transportation Manual of Traffic Control and Safe Practices. Failure to adhere to the requirements of the above named laws and regulations regarding safety and traffic control shall be grounds for an immediate work stoppage, either by County staff or the Design-Build Firm, until the deficiency is corrected.

13.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

### **14. CLEANUP AND PROTECTIONS**

14.1. Design-Build Firm agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Design-Build Firm shall remove all debris, rubbish and waste materials from and about the Project

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site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County.

14.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Design-Build Firm from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Design-Build Firm to the condition equal to that existing at the time of Design-Build Firm's commencement of the Work.

## **15. ASSIGNMENT**

15.1. Design-Build Firm shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Design-Build Firm does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Design-Build Firm all of the obligations and responsibilities that Design-Build Firm has assumed toward County.

## **16. PERMITS, LICENSES AND TAXES**

16.1. All permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Design-Build Firm. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Design-Build Firm to County have been disclosed to Design-Build Firm in the bidding documents or other request for proposal at the time the Project was let for bid. If Design-Build Firm performs any Work without obtaining, or contrary to, such permits or licenses, Design-Build Firm shall bear all costs arising therefrom. Design-Build Firm shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

16.2. Design-Build Firm shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

## **17. TERMINATION FOR DEFAULT**

17.1. Design-Build Firm shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Design-Build Firm: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) commits errors or omissions in the performance of the architectural/engineering design or inspection services; or (4) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (5) discontinues the prosecution of the Work; or (6) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (7) becomes insolvent or is declared bankrupt, or commits any act of



bankruptcy; or (8) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (9) makes an assignment for the benefit of creditors; or (10) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (11) materially breaches any other provision of the Contract Documents.

17.2. County shall notify Design-Build Firm in writing of Design-Build Firm's default(s). If County determines that Design-Build Firm has not remedied and cured the default(s) within seven (7) calendar days following receipt by Design-Build Firm of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Design-Build Firm's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Design-Build Firm's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Design-Build Firm, take assignments of any of Design-Build Firm's subcontracts and purchase orders, and complete all or any portion of Design-Build Firm's Work by whatever means, method or agency which County, in its sole discretion, may choose.

17.3. If County deems any of the foregoing remedies necessary, Design-Build Firm agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Design-Build Firm agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Design-Build Firm. The amount to be paid to the Design-Build Firm or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

17.4. The liability of Design-Build Firm hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

17.5. If, after notice of termination of Design-Build Firm's right to proceed pursuant to this Section, it is determined for any reason that Design-Build Firm was not in default, or that its default was excusable, or that County is not entitled to the remedies against Design-Build Firm provided herein, then Design-Build Firm's remedies against County shall be the same as and limited to those afforded Design-Build Firm below under Subsection 18.1, Termination for Convenience.

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17.6 If the Design-Build Firm refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Design-Build Firm in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Design-Build Firm and his surety, if any, seven (7) days written notice, during which period Design-Build Firm still fails to allow access, terminate the employment of the Design-Build Firm and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Design-Build Firm, and may finish the project by whatever method it may deem expedient. In such case, the Design-Build Firm shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Design-Build Firm (excluding monies owed the Design-Build Firm for subcontract work).

## **18. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION**

18.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Design-Build Firm. In the event of such termination for convenience, Design-Build Firm's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Design-Build Firm shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

18.2. County shall have the right to suspend all or any portions of the Work upon giving Design-Build Firm two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Design-Build Firm's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Design-Build Firm be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Design-Build Firm shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

## **19. COMPLETION**

19.1. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a final Certificate for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Design-Build Firm is due and payable. The final payment shall not become due and payable until Design-Build Firm submits: (1) the Release and Affidavit in the form attached as Exhibit "D", (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases

Initials 

and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in section 19.2. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

19.2 After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Design-Build Firm in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Design-Build Firm has completed and has ready for acceptance by the Board of County Commissioners of Nassau County, Florida, the following construction project:

---

(Project Name and Address)

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(Legal Name and Address - entity of the Design-Build Firm)

Subcontractors, materialmen, and other persons having payment claims against the Design-Build Firm relating to this project should govern themselves accordingly.

**20. WARRANTY**

20.1. Design-Build Firm shall obtain and assign to County all express warranties given to Design-Build Firm or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Design-Build Firm warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Design-Build Firm further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Design-Build Firm shall correct it promptly after receipt of written notice from County. Design-Build Firm shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the one (1) year Warranty Period.

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## 21. TESTS AND INSPECTIONS

21.1. County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Design-Build Firm shall provide proper, safe conditions for such access. Design-Build Firm shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.

21.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Design-Build Firm shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

21.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Design-Build Firm's expense unless Design-Build Firm has given County timely notice of Design-Build Firm's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Design-Build Firm's sole expense.

21.4. The County shall charge to Design-Build Firm and may deduct from any payments due Design-Build Firm all engineering and inspection expenses incurred by County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

21.5. Neither observations by the County nor inspections, tests or approvals by others shall relieve Design-Build Firm from Design-Build Firm's obligations to perform the Work in accordance with the Contract Documents.

## 22. DEFECTIVE WORK

22.1. Work not conforming to the requirements of the construction plans or Contract Documents or work conforming to the construction plans or contract documents containing errors or omissions, including, but not limited to, design flaws shall be deemed defective Work. If required by County, Design-Build Firm shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with undefective Work. Design-Build Firm shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys

Initials 

and other professionals) made necessary thereby, and shall hold County harmless for same.

22.2. If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Design-Build Firm, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Design-Build Firm shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Design-Build Firm shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

22.3. If any portion of the Work is defective, or Design-Build Firm fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Design-Build Firm to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Design-Build Firm or any other party.

22.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Design-Build Firm shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Design-Build Firm shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work.

22.5. If Design-Build Firm fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Design-Build Firm fails to perform the Work in accordance with the Contract Documents, or if Design-Build Firm fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Design-Build Firm, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Design-Build Firm from any or all of the Project site, take possession of all or any part of the Work, and suspend Design-Build Firm's services related thereto, take possessions of Design-Build Firm's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all

Initials 

materials and equipment stored at the Project site or for which County has paid Design-Build Firm but which are stored elsewhere. Design-Build Firm shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Design-Build Firm, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Design-Build Firm's defective Work. Design-Build Firm shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

### **23. SUPERVISION AND SUPERINTENDENTS**

23.1. Design-Build Firm shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Design-Build Firm shall be responsible to see that the finished Work complies accurately with the Contract Documents. Design-Build Firm shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The superintendent shall be Design-Build Firm's representative at the Project site and shall have authority to act on behalf of Design-Build Firm. All communications given to the superintendent shall be as binding as if given to the Design-Build Firm. County shall have the right to direct Design-Build Firm to remove and replace its Project superintendent, with or without cause.

### **24. PROTECTION OF WORK**

24.1. Design-Build Firm shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Design-Build Firm, or any one for whom Design-Build Firm is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate Design-Build Firms, Design-Build Firm shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Design-Build Firm.

24.2. Design-Build Firm shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Design-Build Firm subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

### **25. EMERGENCIES**

25.1. In the event of an emergency affecting the safety or protection of persons or

Initials ME

the Work or property at the Project site or adjacent thereto, Design-Build Firm, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Design-Build Firm shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Design-Build Firm believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Design-Build Firm fails to provide the forty-eight (48) hour written notice noted above, the Design-Build Firm shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

## **26. USE OF PREMISES**

26.1. Design-Build Firm shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Design-Build Firm shall assume full responsibility for any damage to any such land or area, or to the County or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

## **27. SAFETY**

27.1. The Design-Build Firm shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Design-Build Firm shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- 27.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;
- 27.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and
- 27.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

27.2. The Design-Build Firm shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Design-Build Firm shall erect and maintain all necessary safeguards for such safety and protection. The Design-Build Firm shall notify Countys of adjacent property and of underground structures

Initials 

and improvements and utility Countys when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Design-Build Firm's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

27.3. The Design-Build Firm shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Design-Build Firm's superintendent unless otherwise designated in writing by the Design-Build Firm to the County.

27.4. The Design-Build Firm shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in Exhibit "C" of this Agreement.

## **28. PROJECT MEETINGS**

Prior to the commencement of Work, the Design-Build Firm shall attend a preconstruction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Design-Build Firm shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Design-Build Firm shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.



**EXHIBIT "B"**  
**Performance and Payment Bond**

BOND NO. \_\_\_\_\_

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:** That

\_\_\_\_\_

(Insert name, address, and phone number of contractor), as Principal, and

\_\_\_\_\_

(Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Nassau County, Florida, 96135 Nassau Place, Yulee, Florida 32097, as Obligee in the sum \_\_\_\_\_ of

Dollars (\$\_\_\_\_\_), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

**WHEREAS**, Principal has entered into a contract dated as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with Obligee for Contract No. \_\_\_\_\_,

\_\_\_\_\_

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

**THE CONDITION OF THIS BOND** is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and
3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and
4. Principal understands and agrees that this bond shall remain in full force and effect throughout the one (1) year warranty period after substantial completion of the work.

Initials 

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Oblige for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Oblige.

**IN WITNESS WHEREOF**, the above parties have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered  
in the presence of:

PRINCIPAL:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Witnesses as to Principal

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_, of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_  
Serial No., If Any: \_\_\_\_\_

ATTEST:

SURETY: \_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Business Address)

Initials 

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)  
OR

\_\_\_\_\_

\_\_\_\_\_  
As Attorney In Fact (Attach Power)

\_\_\_\_\_  
Witnesses

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Telephone Number)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.  
My Commission Expires:

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

(Legibly Printed)

Notary Public, State of \_\_\_\_\_

Serial No., If Any: \_\_\_\_\_

(AFFIX OFFICIAL SEAL)

Initials ML

BOND NO. \_\_\_\_\_

**Payment Bond**

BY THIS BOND, We, \_\_\_\_\_  
(Insert name, address and phone number of contractor)  
\_\_\_\_\_ (hereinafter called the "Principal")

and \_\_\_\_\_ (hereinafter called the "Surety"),  
(Insert name)  
located at \_\_\_\_\_, a surety insurer

(Insert address and phone number)  
chartered and existing under the laws of the State of \_\_\_\_\_ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Nassau

County, Florida, 96135 Nassau Place, Yulee, Florida 32097, (hereinafter called the "County") in the sum of  
\_\_\_\_\_ (\$ \_\_\_\_\_) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No. \_\_\_\_\_

(hereinafter referred to as the "Contract") as of \_\_\_\_\_ (the bid award date for projects thereto)

for the purpose of \_\_\_\_\_  
(Insert name of project, including legal description, street address of property and general description of improvement.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

said Contract being made a part of this Bond by this reference.

**NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:**

1. Performs the contract dated \_\_\_\_\_, \_\_\_\_\_, between Principal and County for construction of \_\_\_\_\_, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Initials 

**BE IT FURTHER KNOWN:**

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

**THIS BOND DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_** (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered

in the presence of:

PRINCIPAL:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Witnesses as to Principal

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_, of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
(Legibly Printed)  
Notary Public, State of \_\_\_\_\_  
Serial No., If Any: \_\_\_\_\_

(AFFIX OFFICIAL SEAL)

Initials ME

ATTEST:

SURETY: \_\_\_\_\_

(Printed Name)

\_\_\_\_\_  
\_\_\_\_\_

Witness

(Business Address)

\_\_\_\_\_

(Authorized Signature)

Witness

\_\_\_\_\_

(Printed Name)

OR

\_\_\_\_\_

As Attorney In Fact (Attach Power)

\_\_\_\_\_

\_\_\_\_\_

Witnesses

(Business Address)

\_\_\_\_\_

(Printed Name)

\_\_\_\_\_

(Telephone Number)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Serial No., If Any: \_\_\_\_\_

Initials JK

## EXHIBIT "C"

### Insurance and Safety

#### GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

- ◆ Exhibit 3-A Professional Services
- ◆ Exhibit 3-B Construction Services

#### MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Design-Build Firms and subcontractors performing work for Nassau County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Design-Build Firm. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Design-Build Firm acknowledges that any such stoppage will not shift responsibility for any damages from the Design-Build Firm to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Design-Build Firm until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Design-Build Firm may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Design-Build Firm shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

- (1) Prior to the commencement of the project, the Design-Build Firm and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.
- (2) The Design-Build Firm shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Design-Build Firm representative or by the project manager or designee.
- (3) The Design-Build Firm shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Design-Build Firm or required by State or Federal safety

Initials JIC

regulations.

- (4) Construction vehicles on the work site shall always be operated in a safe manner. The Design-Build Firm shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.
- (5) The Design-Build Firm shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed necessary by the Design-Build Firm and project manager.
- (6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off 'hours such as nights, weekends, or holidays, or the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).
- (7) The Design-Build Firm shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Design-Build Firm shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Design-Build Firm shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all

Initials            



times. These means of egress shall be inspected daily by the Design-Build Firm.

- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Design-Build Firm must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Design-Build Firm. Employees must be notified when such temporary systems are in place.
- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.

(8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Design-Build Firm to adhere to the following guidelines at a minimum:

- (a) The Design-Build Firm shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Design-Build Firm shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.
- (b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.
- (c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Design-Build Firm shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Design-Build Firm.
- (d) The Design-Build Firm should be aware of other buildings adjacent to his

Initials *AKC*

work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.

- (9) The Design-Build Firm shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.
- (10) The Design-Build Firm agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.
- (11) The Design-Build Firm shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Design-Build Firm shall ensure that these containers are subsequently emptied on a regular basis.
- (12) Water runoff and soil erosion from the project site shall be controlled by the Design-Build Firm pursuant to the regulations of the Florida Department of Environmental Protection.
- (13) Water-based paint and stain products shall be used by the Design-Build Firm in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.
- (14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Design-Build Firm from the County's Department of Safety and Risk Services.
- (15) The use of any radioactive materials by the Design-Build Firm on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Design-Build Firm to the project manager and County's Department of Safety and Risk Services for review.
- (16) The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed

Initials 

asbestos abatement design-build firms. General design-build firms, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, design-build firms who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.

- (17) The above-cited guidelines represent minimum expectations and actions, which shall be taken by design-build firms while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Service

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**Exhibit 3A**

**GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS**

**COMMERCIAL GENERAL LIABILITY INSURANCE**

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 300,000
Medical Expense Limit (any one person)	\$ 10,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

**WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

<u>Part One</u> – Workers' Compensation Insurance – Unlimited	
Statutory Benefits as provided in the Florida Statutes and	
<u>Part Two</u> – Employer's Liability Insurance	
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

\*If leased employees are used, policy must include an Alternate Employer's Endorsement

**AUTOMOBILE LIABILITY INSURANCE**

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
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Covered Automobiles shall include any auto owned or operated by the insured Contractor/Vendor, insured Sub-Contractor/Vendor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Contractor/Vendor or Sub-Contractor/Vendor.

**UMBRELLA LIABILITY INSURANCE**

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Umbrella/Excess Liability (Umbrella Form) insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$2,000,000
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Initials 

**Exhibit 3A**

Aggregate Limit \$2,000,000

**PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)**

This additional coverage will be required for all projects involving consultants, engineering services, architectural or design-build projects, independent testing firms and similar exposures.

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Professional Liability insurance coverage for the life of this Contract.

If the contract includes a requirement for Professional Liability or Errors and Omissions insurance, the minimum amount of such insurance shall be as follows:

- Each Occurrence/Annual Aggregate – **Project Specific Form** \$1,000,000
- OR**
- Each Occurrence/Annual Aggregate – **Non Project Specific Form** \$3,000,000

Design Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claims Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

**ENVIRONMENTAL LIABILITY INSURANCE**

This additional coverage will be required by any Contractor performing environmental and/or other investigations involving excavation, drilling, or other site disturbance activities.

The Contractor shall purchase and maintain at the Contractor's expense Environmental Liability insurance (Contractors Pollution Liability) coverage for the life of this Contract.

The Limits of insurance shall not be less than the following limits: \$1,000,000 Each Loss/Aggregate

Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation.

**CRIME/FIDELITY COVERAGE**

This additional coverage will be required for all service providers involving information technology services, Pension consulting and administration, and similar exposures.

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Crime/Fidelity and/or Fiduciary Liability insurance coverage for the life of this Contract.

If the contract includes a requirement for expense Crime/Fidelity and/or Fiduciary Liability insurance, the minimum amount of such insurance shall be as follows:

Third Party Employee Dishonesty \$1,000,000



Contractor/Vendor shall require each of his Sub-Contractor/Vendors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance and Umbrella Liability insurance, Professional Liability, Environmental Liability, Cyber and Data Security insurance coverage (as applicable) meeting the same limit and requirements as the Contractor/Vendors insurance.

Initials JK

**Exhibit 3A**

Certificates of Insurance acceptable to Nassau County Board of County Commissioners for the Contractor/Vendor's insurance must be received within ten (10) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required for this Agreement shall contain an endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.

Certificates of Insurance and the insurance policies required for this Agreement will include a provision that policies, except Workers' Compensation and Professional Liability, are primary and noncontributory to any insurance maintained by the Contractor/Vendor.

Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability, Umbrella Liability and Environmental Liability policy(ies). A copy of the endorsement(s) must be supplied to Nassau County Board of County Commissioners ten (10) days following the execution of the agreement or prior to the first date of services, whichever comes first.

CGL policy Additional Insured Endorsement must include Ongoing and Completed Operations (Form CG2010 11 84 **OR** Form CG2010 04 13 and GC2037 04 13 edition or equivalent). Other Additional Insured forms might be acceptable but only if modified to delete the word "ongoing" and insert the sentence "Operations include ongoing and completed operations".

CGL policy shall not be endorsed with Exclusion - Damage to Work performed by Subcontractor/Vendors on Your Behalf (CG2294 or CG2295)

CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement (CG2139) or Amendment of Insured Contract Definition (CG 2426)

CGL policy shall not be endorsed with Exclusion - Damage to Premises Rented to you (CG 2145)

CGL policy shall include broad form contractual liability coverage for the Contractor/Vendors covenants to and indemnification of the Authority under this Contract

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability, Environmental Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Certificates of Insurance shall be dated and shall show the name of the insured Contractor/Vendor, the specific job by name and job number, the name of the insurer, the policy number assigned its effective date and its termination date and a list of any exclusionary endorsements.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Contractor/Vendor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Contractor/Vendor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Contractor/Vendor, in which event, Contractor/Vendor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Contractor/Vendor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Contractor/Vendors coverage based on the evidence of insurance provided by the Contractor/Vendor shall not be construed as a waiver by Nassau County Board of County Commissioners of Contractor/Vendor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Contractor/Vendors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a

Initials DAE

**Exhibit 3A**

limitation of Contractor/Vendor's right under any policy with higher limits, and no policy maintained by the Contractor/Vendor shall be construed as limiting the type, quality or quantity of insurance coverage that Contractor/Vendor should maintain. Contractor/Vendor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Contractor/Vendor or any Subcontractor/Vendor contains deductible(s), penalty(ies) or self-insured retention(s), the Contractor/Vendor or Subcontractor/Vendor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Contractor/Vendor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

Initials 

Exhibit 3B

**GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS**



**COMMERCIAL GENERAL LIABILITY INSURANCE**

The Contractor shall purchase and maintain at the Contractor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made Forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 300,000
Medical Expense Limit (any one person)	\$ 10,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

**WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

The Contractor shall purchase and maintain at the Contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

<u>Part One</u> – Workers' Compensation Insurance – Unlimited	
Statutory Benefits as provided in the Florida Statutes and	
<u>Part Two</u> – Employer's Liability Insurance	
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

\*If leased employees are used, policy must include an Alternate Employer's Endorsement

**AUTOMOBILE LIABILITY INSURANCE**

The Contractor shall purchase and maintain at the Contractor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
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Covered Automobiles shall include any auto owned or operated by the insured Contractor, insured Sub-subcontractor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Contractor or Sub-subcontractor.

Initials



Exhibit 3B

**UMBRELLA INSURANCE**

The Contractor shall purchase and maintain at the Contractor's expense Umbrella Liability (Umbrella Form) insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$2,000,000
Aggregate Limit	\$2,000,000

**PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)**

This additional coverage will be required for all projects involving consultants, engineering services, architectural or design/build projects, independent testing firms and similar exposures.

The Contractor shall purchase and maintain at the Contractor's expense Professional Liability insurance coverage for the life of this Contract.

If the contract includes a requirement for Professional Liability or Errors and Omissions insurance, the minimum amount of such insurance shall be as follows:

Each Occurrence/Annual Aggregate Project Specific	\$1,000,000
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Design Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claims Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

**ENVIRONMENTAL LIABILITY INSURANCE**

This additional coverage will be required by any Contractor performing environmental and/or other investigations involving excavation, drilling, or other site disturbance activities.

The Contractor shall purchase and maintain at the Contractor's expense Environmental Liability insurance (Contractors Pollution Liability) coverage for the life of this Contract.

The Limits of insurance shall not be less than the following limits: \$1,000,000 Each Loss/Aggregate

Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation.

**BUILDERS RISK OR INSTALLATION FLOATER**

This additional coverage will be required if the contract includes construction of or additions to above-ground buildings or structures, or installation of machinery or equipment.

The minimum amount of insurance shall be 100% of the completed value of such addition(s), building(s), or structure(s), or the installed replacement cost of value.

Initials 

Exhibit 3B

Contractor shall require each of his Subcontractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance, Umbrella Liability Professional Liability, Environmental Liability, Builders Risk or Installation Floater (as applicable) insurance coverage meeting the same limit and requirements as the Contractors insurance.

Certificates of Insurance acceptable to Nassau County Board of County Commissioners for the Contractor/Vendor's insurance must be received within ten (10) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required for this Agreement shall contain an endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.

Certificates of Insurance and the insurance policies required for this Agreement will include a provision that policies, except Workers' Compensation and Professional Liability, are primary and noncontributory to any insurance maintained by the Contractor.

Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability and Umbrella Liability policy (ies). A copy of the endorsement(s) must be supplied to Nassau County Board of County Commissioners ten (10) days following the execution of the agreement or prior to the first date of services, whichever comes first.

CGL policy Additional Insured Endorsement must include Ongoing and Completed Operations (Form CG2010 11 84 OR Form CG2010 04 13 and GC2037 04 13 edition or equivalent). Other Additional Insured forms might be acceptable but only if modified to delete the word "ongoing" and insert the sentence "Operations include ongoing and completed operations".

CGL policy shall not be endorsed with Exclusion - Damage to Work performed by Subcontractors on Your Behalf (CG2294 or CG2295)

CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement (CG2139) or Amendment of Insured Contract Definition (CG 2426)

CGL policy shall not be endorsed with Exclusion - Damage to Premises Rented to you (CG 2145)

CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Certificates of Insurance shall be dated and shall show the name of the insured Contractor, the specific job by name and job number, the name of the insurer, the policy number assigned its effective date and its termination date and a list of any exclusionary endorsements.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of

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Exhibit 3B

Contractor, in which event, Contractor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge contractor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in contractors coverage based on the evidence of insurance provided by the contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Contractor's right under any policy with higher limits, and no policy maintained by the Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Contractor should maintain. Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Contractor or any subcontractor contains deductible(s), penalty(ies) or self-insured retention(s), the Contractor or Subcontractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

Initials



**EXHIBIT "D"**

**Release and Affidavit**

COUNTY OF NASSAU  
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of \$\_\_\_\_\_ paid, \_\_\_\_\_ ("Design-Build Firm") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Nassau County, Florida, ("County") relating in any way to the performance of the Agreement between Design-Build Firm and County dated \_\_\_\_\_, 20\_\_\_\_, for the period from \_\_\_\_\_ to \_\_\_\_\_.

(2) Design-Build Firm certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County 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) Design-Build Firm agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Design-Build Firm of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Design-Build Firm's (monthly/final)

Application for Payment No. \_\_\_\_\_.

DESIGN-BUILD FIRM:

By: \_\_\_\_\_  
Its: \_\_\_\_\_ President  
Date: \_\_\_\_\_

Witnesses

[Corporate Seal]

Initials

STATE OF FLORIDA  
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_  
Serial No., If Any: \_\_\_\_\_

Initials JK

**EXHIBIT "E"**

**Form of Contract Application for Payment**

**APPLICATION AND CERTIFICATE FOR  
PROGRESS PAYMENT**

COUNTY: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

Purchase Order No.: \_\_\_\_\_ Project Title: \_\_\_\_\_

Engineer/Architect: \_\_\_\_\_

Engineer/Architect Project No.: \_\_\_\_\_ Contract Number: \_\_\_\_\_

Progress Payment No.: \_\_\_\_\_ for Period \_\_\_\_\_ to \_\_\_\_\_

1. Original Contract Sum. . . . . \$ \_\_\_\_\_

2. Net Change by Change Orders . . . . . \$ \_\_\_\_\_

3. Contract Sum to Date (Line 1 + Line 2) . . . . . \$ \_\_\_\_\_

4. Work Completed and Stored to Date . . . . . \$ \_\_\_\_\_

5. Amount Retained (Percent) . . . . . \$ \_\_\_\_\_

6. Total Earned Less Retainage (Line 4 minus Line 5). . . . . \$ \_\_\_\_\_

7. Less Previous Payments. . . . . \$ \_\_\_\_\_

8. CURRENT PAYMENT DUE. . . . . \$ \_\_\_\_\_

**CERTIFICATION OF CONTRACTOR**

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from COUNTY on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through \_\_\_\_\_ inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to COUNTY at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to COUNTY indemnifying COUNTY against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

\_\_\_\_\_  
Contractor  
By: \_\_\_\_\_  
(Authorized Representative)

\_\_\_\_\_  
Date  
\_\_\_\_\_  
Title

**CERTIFICATION OF ENGINEER/ARCHITECT**

In accordance with the Contract Documents, based upon on-site observations by the undersigned or duly authorized representatives or assistants, the Engineer/Architect certifies to the County that to the best of its knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT  
CERTIFIED:.....\$ \_\_\_\_\_  
(Attach explanation if amount certified differs from the amount applied for)

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**EXHIBIT "F"**

**Construction Change Order**

PROJECT:

DATE OF ISSUANCE:

EFFECTIVE DATE:

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS  
COUNTY Contract / Purchase Order No.:

CONTRACTOR:

ENGINEER / ARCHITECT:

You are directed to make the following changes in the Contract Documents.

Description:

Reason for Change Order:

Attachments:

<p>CHANGE IN CONTRACT PRICE:</p> <p>Original Contract Price</p> <p>\$ _____</p>	<p>CHANGE IN CONTRACT TIMES:</p> <p>Original Contract Times</p> <p>Substantial Completion: _____</p> <p>Ready For Final Payment: _____ (days or dates)</p>
<p>Net change from previous Change Orders No. __ to No. __</p> <p>\$ _____</p>	<p>Net change from previous Change Orders No. __ to No. __</p> <p>_____</p> <p>(days)</p>
<p>Contract Price prior to this Change Order</p> <p>\$ _____</p>	<p>Contract Times Prior to this Change Order</p> <p>Substantial Completion: _____</p> <p>Ready For Final Payment: _____ (days or dates)</p>
<p>Net Increase (decrease) of this Change Order</p> <p>\$ _____</p>	<p>Net Increase (decrease) of this Change Order</p> <p>_____</p> <p>(days)</p>
<p>Contract Price with all approved Change Orders</p> <p>\$ _____</p>	<p>Contract Times Prior with all approved Change Orders</p> <p>Substantial Completion: _____</p> <p>Ready For Final Payment: _____ (days or dates)</p>

RECOMMENDED:

APPROVED:

ACCEPTED:

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Engineer/Architect (Authorized Signature)

COUNTY (Authorized Signature)

Contractor (Authorized Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Initials *JME*

**EXHIBIT "G"****County Direct Purchases  
Supplementary Conditions**County Direct Purchases**I. General**

The County reserves the right to require the Contractor to assign some or all of its subcontracts or other agreements with material suppliers directly to the County, in accordance with Rule 12A-1.094, F.A.C. This process will be referred to as County Direct Purchases (ODP) and is a method that may be utilized to create savings for the county. The County saves the amount of the sales tax, (currently 7%) when it purchases material/equipment required for a construction project directly from the manufacturer/supplier (material/equipment cost only), and simultaneously decreases the amount of the contract for the cost of the materials/equipment plus the sales tax. The contract cost reduction is accomplished through the construction change order process. Additional savings may also be realized if the County negotiates a cost reduction for the associated reduced premium cost for the project price guarantee, (e.g., performance and payment bond(s), irrevocable letter of credit, bank check, etc.)

**II. Initial Requirements**

An approval letter, Request for Technical Assistance Advise County Purchase of Materials, from the Florida Department of Revenue specific to the project is necessary prior to proceeding. The Contract Management/Purchase Agent will provide the detailed project information and the County Attorney's Office will prepare this correspondence. The original must be kept in the contract project file and a copy shall be forwarded to the Clerk of the Courts, Accounts Payable.

**III. Bid Document Specification**

Specification shall include a section, Supplementary Conditions County Direct Purchases specifying the rules for ODP. The following steps are minimum requirements and may be enhanced based on individual project circumstances:

- a. Material suppliers shall be selected by the Contractor using competitive bidding/proposals. Supply contracts shall be awarded by the contractor to the supplier who bid/proposal is most advantageous to the County, price and other aspects considered.
- b. The contractor shall include the price for all construction materials/equipment in lump sum price in his bid. The Contractor's bid shall also include all Florida State sales and other taxes normally applicable to such material and equipment. The County may consider purchasing any item but does not expect to issue purchase orders for less than 5,000.00. County – Purchasing of selected construction materials will be administered on a deductive change order basis.
- c. The contractor shall provide the County a list of all intended suppliers for consideration as ODP. This list shall be submitted at the same time as the preliminary schedule of

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values and the project (CPM) schedule. Along with the list, the contractor shall include the price quotes from the suppliers, including any terms and conditions negotiated with the suppliers. The contractor shall also supply the County with a description of materials/equipment to be supplied along with the quantities and prices. The contractor is responsible for selecting the supplier, specifications, material receipt, inspecting shipments, and assure that the material or service paid for by the County is appropriate for the construction. The contractor retains all responsibility for an acceptable finished project.

- d. The contractor shall be responsible for maintaining the project schedule and the execution of the terms and conditions of the ODP purchase order, including expediting the suppliers' delivery schedules.
- e. The purchase order form used for the County Direct Purchases has to be a County issued purchase order, and the purchase order package shall include the County's consumer certificate of exemption number for materials.
- f. The contract shall require the County to retain legal title of all ODP from the time Countyship title changes from the seller to the buyer until it is incorporated into the project or consumed in completion of the project.
- g. The County will remit payment directly to the suppliers of the ODP.
- h. The contractor shall be responsible for receipt and inspection of goods received and accompanying shipping documents under the ODP process, insuring they conform to specifications.
- i. The contractor shall notify the County of any goods received that are damaged or are in non-compliance with the specifications, and to facilitate a timely replacement.
- j. The suppliers must directly invoice the County for the ODP, but the contractor shall be responsible for approving receiving reports for goods that were received in accordance with the specifications and forwarding them to the Contract Management office to be processed for payment. The County must pay the ODP suppliers directly.
- k. The contractor shall maintain records of all ODP received and incorporated into the work and provide the County with a monthly accounting.
- l. The contractor shall be responsible for obtaining and managing all warranties and guarantees for all material and products specified in the contract documents.

#### IV. Requirements for Purchase Order Issuance

The Contract Management/Purchasing, as a clerical function to allow for payment, will issue a purchase order to the intended supplier and a deduct change order/purchase order to the contractor. In order to facilitate the issuing of the purchase order(s), the Contractor will assist the County in submitting to the Contract Management/Purchasing office the following:

- a. The list of supplier' FEI numbers, addresses, phone numbers, etc., to enable their inclusion into the County's financial system.
- b. A deductive change order for the cost of the materials, equipment plus the sales tax, and, if possible, the amount of the change order that should include the project's guarantee associated premium cost reduction.

Initials 

- c. A requisition, specifying price, quantity, deliver, material/equipment description, etc., made out to the intended supplier. This information shall be identical to the price quotes mentioned in Section III.c. Upon receipt of the requisition, Clerk Finance will issue a purchase order.
- d. A printed copy of the ODP purchase order made out to the material supplier; and a photo copy to the contractor and the deduct change order/purchase order, made out to the contractor will be distributed as usual.

## EXHIBIT "H"

### Contract Definitions

#### ***Defined Terms***

Wherever used in the Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1. *Agreement* – The written contract between County and Design-Builder covering the Work; other Contract Documents are attached to or referred in the Agreement. All such documents shall be deemed to be a part of the Agreement for all purposes.
2. *Architect & Engineer* – A duly licensed individual or entity designated by Design-Builder to perform or furnish specified Design Professional Services in connection with the Work.
3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
4. *Bonds* – Performance and Payment Bonds and other instruments of security.
5. *Cash Flow Projection* – A schedule prepared by Design-Builder estimating that portion of the Contract Price to be due during each month of performance.
6. *Change Order* – A written order issued by County which orders minor changes in the Work for which prices for the items of work are previously established by the Contract Documents, but which does not involve a change in the physical limits of the work or the Contract Time.
7. *Construction* – The process of performing the Work and the final end product of that process. This term may also refer to portions of the final end product. The terms construct and constructing and other similar variations of those terms also refer to Construction as defined herein. The term construction shall not be deemed to include the performance of Design Professional Services.
8. *Construction Phase Fee* – The compensation to be paid to the Design-Build Firm during the Construction Phase and include:
  - 8.1 Salaries or other compensation of the Design-Build Firm's employees assigned to the project at its principal office and branch offices.

Initials 

- 8.2 The Design-Build Firm's personnel assigned during the Construction Phase, their duties, and responsibilities to this Project, and the duration of their assignments are shown on Exhibit "N". Such personnel shall not be replaced without prior written consent of the County, which shall not be unreasonably withheld.
  - 8.3 General operating expenses related to this Project of the Design-Build Firm's principal and branch offices.
  - 8.4 The costs of all data processing staff.
  - 8.5 Salaries or other compensation of the Design-Build Firm's employees assigned to the project at the job site. The Design-Build Firm's personnel to be assigned to the site during the Construction Phase under the job site management and supervision fee, their duties, responsibilities, and the duration of their assignments are shown on Exhibit "N".
  - 8.6 General operating expenses incurred in the management and supervision of the Project, except direct costs, defined as Direct Costs to the Project and as defined in Paragraph 27 below.
  - 8.7 Job office supplies including paper, pencils, paper clips, file folders, staples, etc., and janitorial supplies (photo copy or blue print paper not included).
  - 8.8 County direct tax savings purchase program.
  - 8.9 The costs resulting from the services provided by the architects and engineers during the Construction Phase.
9. *Contract Amount* – The amount specified in Agreement Declarations, Section 3 of the Agreement as the same may be changed from time to time pursuant to the terms and conditions of this agreement.
  10. *Contract Documents* – The documents as are listed under Agreement Declarations, Section 1 of the Agreement.
  11. *Contract Time* – The time stated in Exhibit "O", the Agreement to achieve Substantial completion, and to finally complete the Work so that it is ready for final payment in accordance with article 19.1 of these General Conditions.
  12. *Defective* – An adjective which when modifying the term Construction refers to Construction that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to County's final payment (unless responsibility for the protection thereof has been assumed by County as of the time of damage pursuant to the Terms and Conditions of the Contract Documents).
  13. *Design-Build Firm* – The individual or entity with whom County has entered into the Agreement as indicated in the Agreement.
  14. *Design Criteria Package (Exhibit "I")* – The drawings and specifications and/or

Initials 

other graphic or written materials, criteria and information concerning County's requirements for the Project, such as design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, which show or describe the character and scope of, or relate to, the Work to be performed or furnished and which have been prepared by or for County.

15. *Direct Costs to the Project –*

- 15.1 Wages paid for labor (as opposed to wages paid for management or supervisory personnel) in the direct employ of "Contractor" in the performance of "The Work" and the associated overhead per this agreement.
- 15.2 Cost of all materials, supplies, and equipment incorporated in the Project, including cost of transportation and storage thereof.
- 15.3 Payments to Subcontractors for performance of services required in the construction of the Project.
- 15.4 Costs, including maintenance and transportation of all equipment, temporary facilities and hand tools not owned by the Contractor, which are employed or consumed in the performance of "The Work".
- 15.5 Rental charges on all necessary machinery and equipment, exclusive of hand tools, used at the Project site and required for performance of "The Work".
- 15.6 Premium costs for all insurance and all bonds that the Contractor is required to procure per this agreement.
- 15.7 Taxes, sales, use gross receipts or similar taxes related to allowable direct costs to the Project.
- 15.8 Minor expenses at the site to be billed at cost, i.e., postage, telephone service, and similar petty cash items required by the Project.
- 15.9 Costs for trash and debris control and removal from the site.
- 15.10 Costs incurred due to an emergency affecting the safety of persons or property at the site.
- 15.11 Costs for temporary facilities during construction as required by the Project.
- 15.12 Upon completion of "The Work" the Design-Build Firm shall provide the required number of "as built" drawings.
- 15.13 Reserve for Casualty loss. A sum shall be included in the Construction Contingency fee to protect the Work in the event of uncompensated loss. In the event this sum is not needed, it shall be returned to the County at the time of the issuance of the Certificate of Occupancy.
- 15.14 County's reserve, which shall be defined as a sum of money owned by and under the control of the County for use as deemed necessary by the County for the Work.

16. *Drawings –* Those portions of the Contract Documents prepared by or for Design-Builder and approved by County consisting of drawings, diagrams, illustrations, schedules and other data which show the scope, extent, and character of the

Initials 

Work.

17. *Effective Date of the Agreement* – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
18. *Final Completion* – The time at which all Construction and all Work has been fully, finally, and properly completed in accordance with the Contract Documents and all other duties, responsibilities, and obligations have been performed so as to entitle the Design-Builder to submit a bill or invoice for final payment in accordance with article 19.1 of these General Conditions. The terms *finally complete* and *finally completed* also refer to Final Completion.
19. *Guaranteed Maximum Price (GMP)* – The total maximum cost to the County for the Work performed by the Design-Build Firm including the Design/Preconstruction Phase Fee, the Construction Phase Fee, Overhead and Profit, and the Direct Costs.
20. *Invoice or Bill* – The form which is to be used by DESIGN-BUILDER in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
21. *Laws and Regulations; Law or Regulations* – Any and all applicable laws rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.
22. *Milestone* – An event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work which the Design-Builder is required to meet. Time shall be of the essence as to any Milestone.
23. *Notice of Proceed* – A written notice given by County to Design-Builder authorizing the Work to begin and fixing the date on which the Contract Time will Commence to run.
24. *Overhead and Profit for the Construction Phase* - The compensation paid to the Contractor for the overhead, profit and general expenses as negotiated and agreed upon by the County, related to the construction phase of the Project, except those expenses expressly included in the Direct Costs of the Project and included in Section 4(B)(Design-Build Firm Fees). Payment shall be made proportionally to the ratio of the Cost of the Work in place, and less retainage, as it bears on the GMP. The balance of the Overhead and Profit shall be paid when construction of the Project is finally completed.

Initials 



25. *County* – The public body, or authority, individual or entity with whom Design-Builder has entered into the Agreement and for whom the Work is to be provided as indicated in the Agreement.
26. *County's Consultant* – An individual or entity having a contract with County to furnish services as County's consultant with respect to the Project.
27. *County's Representative* – A person designated to act as County's representative with respect to Design-Builder's performance of the Work. Such person shall have complete authority to transmit instructions, receive information, interpret and define County's policies, and make decisions with respect to performance of the Work.
28. *Partial Utilization* – Use by County of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.
29. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.
30. *Design/Pre-construction Phase Fee* – The compensation to be paid to the Design-Build Firm for services performed during the Design/Pre-construction Phase and include:
  - 30.1 Salaries or other compensation of the Design-Build Firm's employees for services provided.
  - 30.2 The costs resulting from the services provided by the architects and engineers during the Design/Pre-construction Phase.
  - 30.3 Costs of other services directly related to the Project.
  - 30.4 The Overhead and Profit related to the Design/Pre-construction Phase.
31. *Project* – The entire undertaking of the County, identified by County as indicated in the exhibits of the Agreement, of which the Construction to be provided under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.
32. *Schedule of Values* – A schedule prepared by Design-Builder and accepted by County which divides the Work into various major components, units, or divisions and which assigns a portion of the Contract Price to each of such components, units or divisions.
33. *Site* – The real property or other areas designated in the Contract Documents as being furnished by County for the performance of the Construction, storage, or

Initials 

access.

34. *Specifications* – Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Construction and certain administrative details applicable thereto.
35. *Submittal* – A written or graphic document prepared by or for Design-Builder which is required by the Contract Documents to be submitted to County by Design-Builder. Submittal may include, but are not necessarily limited to Drawings, Specifications, Progress Schedules Shop Drawings, Samples, Cash Flow Projections, and Schedules of Values. Submittals other than Drawings and Specifications are not Contract Documents.
36. *Substantial Completion* – The time at which the Construction has progressed and the Work has been completed to the point where it is sufficiently complete, in accordance with the Contract Documents, so that the Construction can be effectively and efficiently utilized for the purposes for which it is intended without any material impairment of function. The terms substantially complete and substantially completed refer to Substantial Completion. The term Substantial Completion may be used in the Contract Documents in reference to a particular portion of the construction in which case the term will be applied as defined above only to that portion of the Construction; otherwise it shall be deemed to refer to the total Construction.
37. *Supplementary Conditions* – The part of the Contract Documents which amends or supplements these General Conditions.
38. *Work* – All labor, materials, equipment and incidentals required to fully, finally and properly complete the Construction and otherwise fully, finally and properly comply with all terms and conditions of the Contract Documents.

**EXHIBIT "I"**

**Design Criteria Package**

Initials 

**EXHIBIT "J"**

**Schedule of Project Fees**

**A) Design/Pre-construction Phase Fee**

Pursuant to Section 4(a) the Design/Pre-construction Phase Fee for the performance of design services for **[Project or Projects]** \_\_\_\_\_  
\_\_\_\_\_

Shall be the amount of \$ \_\_\_\_\_

And shall be paid in monthly payments of \$ \_\_\_\_\_

Final payment of \$ \_\_\_\_\_

Payment shall be made in accordance with Exhibit "A", Article 3.4 upon approval of payment submittal by County based on schedule and deliverables.

**B) Construction Phase Fee**

Pursuant to Section 4(b) the Construction Phase Fee for the Construction and for profit and overhead related to the construction services of **[Project or Projects]** \_\_\_\_\_  
\_\_\_\_\_

Shall be a fee of **[total amount]** \$ \_\_\_\_\_

Shall be paid in monthly payments and one final payment upon conclusion of the project of \$ \_\_\_\_\_

Payment shall be made in accordance with Exhibit "A", Article 3.5

Final payment of \$ \_\_\_\_\_

Initials 

**EXHIBIT "K"**

**Approved GMP Drawings and Specifications**

List of Drawings

List of Documents

Initials DC

**EXHIBIT "L"**

**Design/Pre-construction Phase Schedule of Values**

Initials 

**EXHIBIT "M"**

**Construction Phase Schedule of Values**

Initials 

**EXHIBIT "N"**

**Design-Build Firm Project Personnel Roster**

Initials 



**EXHIBIT "O"**

**Project Schedule**

Initials JP

**EXHIBIT "P"**

**Price Proposal Form**

Initials KE

Contract CM2729  
RFP NC19-006 Fire Station 71

Page 33 of 75

**EXHIBIT "B"**  
**Performance and Payment Bond**

BOND NO. GS59300022

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:** That

Core Construction Company of Jacksonville, Inc.  
8375 Baymeadows Way, Jacksonville, FL 32256

(Insert name, address, and phone number of contractor), as Principal, and

The Gray Insurance Company  
P.O. Box 6202, Metairie, LA 70009 - 6202

(Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Nassau County, Florida, 96135 Nassau Place, Yulee, Florida 32097, as Obligee in the sum of

Three Million Ten Thousand and 00/100

Dollars (\$3,010,000.00), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the 23 day of Sept, 2019, with Obligee for Contract No. CM2729, RFP NC19-006 Fire Station 71 Design/Build Project

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

**THE CONDITION OF THIS BOND** is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and
3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and
4. Principal understands and agrees that this bond shall remain in full force and effect throughout the one (1) year warranty period after substantial completion of the work.



**VERIFIED TRUE COPY**  
*John A. Crawford, Ex-Officio Clerk*  
*By Brandon Smith, D.C.*  
Clerk of the Board of County Comm.  
Nassau County, Florida

Initials *[Signature]*

Contract CM2729  
RFP NC19-006 Fire Station 71

Page 34 of 75

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Oblige for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Oblige.

IN WITNESS WHEREOF, the above parties have executed this instrument this 23 day of September, 2019, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered  
in the presence of:

Gloria A. Oliver  
Witnesses as to Principal

PRINCIPAL:

Core Construction Company of Jacksonville, Inc.

By:

Name:

Its:

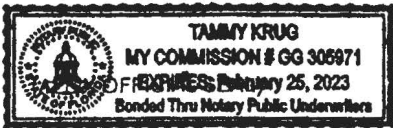
Jay Chung  
President



STATE OF Florida  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 23 day of September, 2019, by Jay H Chung, as President of Core Construction Company, a corporation corporation, on behalf of the corporation. He/she is personally known to me OR has produced as identification and did (did not) take an oath.

My Commission Expires:



Tammy Krug  
(Signature)  
Name: Tammy Krug  
(Legibly Printed)

Notary Public, State of Florida  
Serial No., If Any: \_\_\_\_\_

ATTEST:

SURETY: The Gray Insurance Company  
(Printed Name)

P.O. Box 6202  
Metairie, LA 70009 - 6202  
(Business Address)

Witness

Initials JK

Contract CM2729  
RFP NC19-006 Fire Station 71

Page 35 of 75

Witness

  
Witnesses Margie Schulz

(Authorized Signature)

(Printed Name)

OR

As Attorney in Fact (Attach Power)

1000 Central Avenue #200

St. Petersburg, FL 33705

(Business Address)

Kevin Wojtowicz

(Printed Name)

727-209-1803

(Telephone Number)

STATE OF Florida  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 29th day of October, 2019 by Kevin Wojtowicz, as Attorney-in-Fact of The Gray Insurance Company as Surety, on behalf of Surety. He/she is personally known to me OR has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

1/12/2022

(AFFIX OFFICIAL SEAL)

  
(Signature)

Name: T.C. Brown

(Legibly Printed)

Notary Public, State of Florida

Serial No., if Any: Commission # GG162189



Initials MB

Contract CM2729  
RFP NC19-006 Fire Station 71

Page 36 of 75

BOND NO. GS59300022

**Payment Bond**

BY THIS BOND, We, Core Construction Company of Jacksonville, Inc.  
(Insert name, address and phone number of contractor)  
8375 Baymeadows Way, Jacksonville, FL 32256 (hereinafter called the "Principal")  
and The Gray Insurance Company (hereinafter called the "Surety"),  
(Insert name)  
located at P.O. Box 6202, Metairie, LA 70009 - 6202, a surety insurer  
(Insert address and phone number)  
chartered and existing under the laws of the State of Louisiana and authorized to do business  
in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Nassau

County, Florida, 96135 Nassau Place, Yulee, Florida 32097, (hereinafter called the "County") in the sum of  
Three Million Ten Thousand and 00/100 Dollars (\$ 3,010,000.00 ) for  
payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly  
and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No. CM2729  
(hereinafter referred to as the "Contract") as of Sept 23, 2019 (the bid award date for projects thereto)  
for the purpose of Fire Station 71 Design/Build Project  
(Insert name of project, including legal description, street address of property and general description of improvement.)

said Contract being made a part of this Bond by this reference.

**NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:**

1. Performs the contract dated 9/23, 2019, between Principal and County for construction of Fire Station 71, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.



**TRUE COPY**  
*John A. Crawford, Ex-Officio Clerk*  
*Debra L. Duvall, D.C.*  
Clerk of the Board of County Comm.  
Nassau County, Florida

Initials ML

Contract CM2729  
RFP NC19-006 Fire Station 71

Page 37 of 75

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE 23 DAY OF September, 2019 (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered  
in the presence of:

PRINCIPAL:

Core Construction Company of Jacksonville, Inc.

By: \_\_\_\_\_

Name: Jay Chung

Its: President

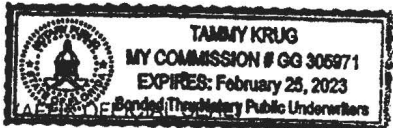


\_\_\_\_\_  
Stacia D. Collins  
Witnesses as to Principal

STATE OF Florida  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 23 day of September, 2019, by Jay H. Chung as President of Core Construction Company a corporation corporation, on behalf of the corporation. He/she is personally known to me OR has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:



\_\_\_\_\_  
Tammy Krug

(Signature)

Name: Tammy Krug

(Legibly Printed)

Notary Public, State of Florida

Serial No., If Any: \_\_\_\_\_

Initials JK

Contract CM2729  
RFP NC19-006 Fire Station 71

Page 38 of 75

ATTEST:

SURETY: The Gray Insurance Company  
(Printed Name)

Witness

(Business Address)

Witness

(Authorized Signature)

(Printed Name)

OR

*Ko*

As Attorney In Fact (Attach Power)

1000 Central Avenue #200

St. Petersburg, FL 33705

(Business Address)

Kevin Wojtowicz

(Printed Name)

727-209-1803

(Telephone Number)

*Margie Schultz*  
Witnesses Margie Schultz

STATE OF Florida

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 29th day of October, 2019, by Kevin Wojtowicz, as Attorney-in-Fact of The Gray Insurance Company as Surety, on behalf of Surety. He/she is personally known to me OR has produced known as identification and did (did not) take an oath.

My Commission Expires:

1/12/2022  
(AFFIX OFFICIAL SEAL)

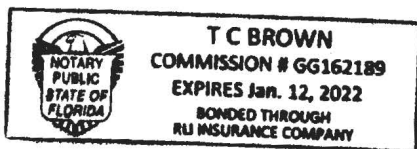
*T.C. Brown*  
(Signature)

Name: T.C. Brown

(Legibly Printed)

Notary Public, State of Florida

Serial No., If Any: Commission # GG162189



Initials *DK*



For Internal Use Only:  
Nielson, Wojtowicz, Neu & Associates  
10/28/2019 14:41 1988922017025

**THE GRAY INSURANCE COMPANY  
THE GRAY CASUALTY & SURETY COMPANY**

**GENERAL POWER OF ATTORNEY**

**Bond Number:** GS59300022      **Principal:** Core Construction Company of Jacksonville, Inc.

**Project:** Fire Station 71 Design/Build Project

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint **Kevin Wojtowicz, Daniel F. Oaks, Jessica Reno, Devin Phillips, Richard Zimmerman, Christian Collins, and Laura D. Mosholder of St. Petersburg, Florida jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12<sup>th</sup> day of September, 2011.



By:

*Michael T. Gray*

Michael T. Gray  
President, The Gray Insurance Company  
and  
Vice President,  
The Gray Casualty & Surety Company

Attest:

*Mark S. Manguno*

Mark S. Manguno  
Secretary,  
The Gray Insurance Company,  
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 12<sup>th</sup> day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



*Lisa S. Millar*

Lisa S. Millar, Notary Public, Parish of Orleans  
State of Louisiana  
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies, this      day of      , 2019 .



*Mark S. Manguno*

Mark S. Manguno, Secretary  
The Gray Insurance Company  
The Gray Casualty & Surety Company



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/24/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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).

PRODUCER <b>Augustyniak Insurance Group</b> 12058 San Jose Blvd #304 Jacksonville, FL 32223 License #: L062521	CONTACT NAME: <b>Del Dickerson</b>
	PHONE (A/C, No, Ext): <b>(904)268-3106</b> FAX (A/C, No): <b>(904)268-3107</b>
	E-MAIL ADDRESS: <b>deld@weshopinsurance.com</b>
	INSURER(S) AFFORDING COVERAGE
INSURED <b>Core Construction Company of Jacksonville</b> 8375 Baymeadows Way Jacksonville, FL 32256	INSURER A: <b>Southern Owners Ins Company</b> NAIC # <b>10190</b>
	INSURER B: <b>Auto Owners - Commercial Auto</b> NAIC # <b>32700</b>
	INSURER C: <b>Southern Owners Ins Company</b>
	INSURER D:
	INSURER E:
	INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 00009720-462602

REVISION NUMBER: 26

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		<b>78312044</b>	<b>06/21/2019</b>	<b>06/21/2020</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>50,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
<b>B</b>	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		<b>5121613700</b>	<b>05/26/2019</b>	<b>05/26/2020</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<b>C</b>	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		<b>51-216137-01</b>	<b>06/21/2019</b>	<b>06/21/2020</b>	EACH OCCURRENCE \$ <b>4,000,000</b> AGGREGATE \$ <b>4,000,000</b>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	<b>N/A</b>			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

If required by prior written contract, blanket additional insured applies to the General Liability policy.

If required by prior written contract, blanket additional insured and blanket waiver of subrogation applies to the Auto policy.

## CERTIFICATE HOLDER

## CANCELLATION

**Nassau County BOCC**  
96135 Nassau Place Suite 1  
Yulee, FL 32097

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(DAD)

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COMMERCIAL GENERAL LIABILITY  
55373 (1-07)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM.

**A. Under SECTION II - WHO IS AN INSURED,** the following is added:

A person or organization is an Additional Insured, only with respect to liability arising out of "your work" for that Additional Insured by or for you:

1. If required in a written contract or agreement; or
2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.

**B. Under SECTION III - LIMITS OF INSURANCE,** the following is added:

The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

**C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS,** is amended as follows:

1. The following provision is added to **4. Other Insurance**:

This insurance is primary for the Additional Insured, but only with respect to liability arising out of "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

2. The following provision is added:

**Other Additional Insured Coverage Issued By Us**

If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

### COMMERCIAL AUTO POLICY

**SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

58504 (1-15)

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Page 1 of 1

58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

### COMMERCIAL AUTO POLICY

**SECTION V CONDITIONS. A. LOSS CONDITIONS** is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

#### 5. Our Right to Recover Payments

If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury** or **property damage**:

- a. Covered by the policy; and
- b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

58583 (1-15)

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Page 1 of 1



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. 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).

<b>PRODUCER</b> SUNZ Insurance Solutions, LLC. ID: (Howard) c/o Howard Leasing, Inc. 6302 Manatee Ave. W Bradenton, FL 34209	<b>CONTACT NAME:</b> Sondra Kelly <b>PHONE (A/C, No, Ext):</b> 941-761-7704 <b>E-MAIL ADDRESS:</b> skelley@howardleasinginc.com <b>FAX (A/C, No):</b> 941-761-7706
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : SUNZ Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
<b>INSURED</b> Howard Leasing, Inc Howard Leasing II, LLC. Howard Leasing III, Inc.; Howard Leasing IV, Inc. Howard Leasing V, Inc. 6302 Manatee Avenue West, Suite K Bradenton FL 34209	<b>NAIC #</b> 34762

**COVERAGES**

CERTIFICATE NUMBER: 52020760

REVISION NUMBER:

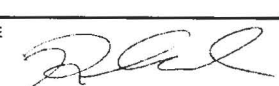
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <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 OTHER:						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"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC013-00001-019	5/1/2019	5/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage provided for all leased employees but not subcontractors of: Core Construction Company Of Jacksonville  
 Location Effective: 12/28/2015  
 Project Location: Nassau County Fire Station 71 Chester Road Yulee, FL

**CERTIFICATE HOLDER****CANCELLATION**

2103  Nassau County BOCC 96135 Nassau Place Suite 1 Yulee, FL 32097	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE   Rick Leonard
---------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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Core Construction Company  
 8375 Baymeadows Way  
 Jacksonville, Florida 32256

**SCHEDULE OF VALUE**

DATE: 11/7/19

Project: Fire Station 71 D/B Project

Owner: BOCC Nassau County

Application Period:

Core Project No.: 219

	DESCRIPTION OF WORK	SCHEDULED VALUES	PREVIOUS APPLICATIONS	THIS PERIOD	TOTAL COMPLETE	% COMP.	BALANCE TO FINISH
1	Bond Fee	\$ 40,000.00	\$ -	\$ -	\$ -	0%	\$ 40,000.00
2	30% Design Plan	\$ 57,000.00	\$ -	\$ -	\$ -	0%	\$ 57,000.00
3	60% Design Plan	\$ 57,000.00	\$ -	\$ -	\$ -	0%	\$ 57,000.00
4	100% Design Plan	\$ 76,000.00	\$ -	\$ -	\$ -	0%	\$ 76,000.00
5	Mobilize	\$ 155,000.00	\$ -	\$ -	\$ -	0%	\$ 155,000.00
6	Erosion Control/Clear and Grub	\$ 40,000.00	\$ -	\$ -	\$ -	0%	\$ 40,000.00
7	Site Excavate/ Grade	\$ 157,000.00	\$ -	\$ -	\$ -	0%	\$ 157,000.00
8	Underground Site Utilities	\$ 270,000.00	\$ -	\$ -	\$ -	0%	\$ 270,000.00
9	Conc Curb/ Sidewalk	\$ 35,000.00	\$ -	\$ -	\$ -	0%	\$ 35,000.00
10	Concrete Pavement/ Misc. Site Conc.	\$ 42,000.00	\$ -	\$ -	\$ -	0%	\$ 42,000.00
11	Base/ Asphalt/ Striping	\$ 102,000.00	\$ -	\$ -	\$ -	0%	\$ 102,000.00
12	Landscaping	\$ 40,000.00	\$ -	\$ -	\$ -	0%	\$ 40,000.00
13	Fencing	\$ 25,000.00	\$ -	\$ -	\$ -	0%	\$ 25,000.00
14	Concrete Footing/ Slab	\$ 200,000.00	\$ -	\$ -	\$ -	0%	\$ 200,000.00
15	CMU Masonry/ Cast Stone	\$ 150,000.00	\$ -	\$ -	\$ -	0%	\$ 150,000.00
16	Roof Truss	\$ 35,000.00	\$ -	\$ -	\$ -	0%	\$ 35,000.00
17	Rough Carpentry	\$ 102,000.00	\$ -	\$ -	\$ -	0%	\$ 102,000.00
18	Millwork	\$ 115,000.00	\$ -	\$ -	\$ -	0%	\$ 115,000.00
19	Roofing	\$ 40,000.00	\$ -	\$ -	\$ -	0%	\$ 40,000.00
20	Foam Insulation	\$ 33,000.00	\$ -	\$ -	\$ -	0%	\$ 33,000.00
21	Windows	\$ 47,000.00	\$ -	\$ -	\$ -	0%	\$ 47,000.00
22	OH Door	\$ 90,000.00	\$ -	\$ -	\$ -	0%	\$ 90,000.00
23	Doors/ Frames/ Hardware	\$ 45,000.00	\$ -	\$ -	\$ -	0%	\$ 45,000.00
24	Mtl Frame/ Drywall	\$ 87,000.00	\$ -	\$ -	\$ -	0%	\$ 87,000.00
25	ACT	\$ 27,000.00	\$ -	\$ -	\$ -	0%	\$ 27,000.00
26	Flooring	\$ 55,000.00	\$ -	\$ -	\$ -	0%	\$ 55,000.00
27	Painting	\$ 15,000.00	\$ -	\$ -	\$ -	0%	\$ 15,000.00
28	Specialties	\$ 15,000.00	\$ -	\$ -	\$ -	0%	\$ 15,000.00
29	Kitchen Appliance	\$ 12,000.00	\$ -	\$ -	\$ -	0%	\$ 12,000.00
30	Plumbing	\$ 128,000.00	\$ -	\$ -	\$ -	0%	\$ 128,000.00
31	Fire Sprinkler	\$ 43,000.00	\$ -	\$ -	\$ -	0%	\$ 43,000.00
32	HVAC	\$ 250,000.00	\$ -	\$ -	\$ -	0%	\$ 250,000.00
33	Electrical	\$ 425,000.00	\$ -	\$ -	\$ -	0%	\$ 425,000.00
	<b>TOTAL AMOUNTS</b>	<b>\$ 3,010,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ 3,010,000.00</b>

CB 18-291  
/

**WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS, AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL. UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE. TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US EVERY TIME YOU PAY YOUR CONTRACTOR.**

**NOTICE TO OWNER**

and PRELIMINARY NOTICE TO OWNER, CONTRACTOR, SUBCONTRACTOR & SURETY (if applicable)  
(FLORIDA STATUTES 713.06, 713.23 and 255.05)

Date: 04/30/2020

CC: D. Podiak.  
L. Lynch  
B. Rigdon

70160340000031025251  
BOCC OF NASSAU COUNTY  
96135 NASSAU PLACE #1  
YULEE, FL 32097

The undersigned is furnishing, or has furnished the following described materials, labor and/or services:  
MATERIALS AND LABOR

for the improvement of real property described as:  
96262 CHESTER ROAD A/K/A FIRE STATION #71

PORTION OF LAND LYING AND BEING IN SECTION 44 , TOWNSHIP 3 N, RANGE 28,  
NASSAU COUNTY, FLORIDA.  
NASSAU COUNTY FIRE STATION  
NOC EXPIRES 3/12/2021

RCVD COUNTY MGR  
13 MAY '20 AM 10:44

Under an order given by CORE CONSTRUCTION COMPANY 20008  
OF JACKSONVILLE INC

Florida law prescribes the serving of this notice and restricts your right to make payments under your contract in accordance with Section 713.06 and 255.05 Florida Statutes. The undersigned requests a copy of the direct contract(s) and any payment bond for this project and agrees to pay reasonable copy costs for such copy. If there is a PAYMENT BOND, then this notice will advise you that we intend to look to the applicable payment bond for payment of the foregoing items. Within ten (10) days of receipt of this notice, you are required by Florida Statutes Section 713.23 and 255.05 to furnish notice of the existence of such payment bond and a copy of said bond. PLEASE NOTE: THIS NOTICE IS NOT A LIEN, CLOUD, NOR ENCUMBRANCE UPON TITLE TO YOUR PROPERTY, NOR IS IT A MATTER OF PUBLIC RECORD. This notice is a standard business procedure of the undersigned firm, and does not adversely reflect upon the credit-worthiness or other reputation of any person name herein. Request for Sworn Statement of Account must be addressed to: D N S CONTRACTING L.L.C.

**IMPORTANT INFORMATION FOR YOUR PROTECTION**

Under Florida laws, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien.  
If your contractor fails to pay sub contractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment. **EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL,**

**PROTECT YOURSELF**

RECOGNIZE that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.

LEARN more about the Construction Lien Law, Chapter 713, Part 1, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.

**By: J. Jones**  
Agent For: **D N S CONTRACTING L.L.C.**  
1517 FAYE ROAD  
JACKSONVILLE, FL 32218

# 70160340000031025268 (C/M) THE GRAY INSURANCE COMPANY, PO BOX 6202, METAIRIE, LA 70009  
G/C, CORE CONSTRUCTION COMPANY, OF JACKSONVILLE INC, 8375 BAYMEADOWS WAY, JACKSONVILLE, FL, 32256

C318-291

2

CC: D. Podiale  
M. Diehl  
B. Rigdon

Thursday, July 23, 2020

**WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS, AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL.**

**UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE.**

**TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US EVERY TIME YOU PAY YOUR CONTRACTOR.**

**NOTICE TO OWNER / NOTICE TO CONTRACTOR**

To: **BOCC of Nassau County**  
**96135 Nassau Pl., Ste. 1**  
**Yulee, FL 32097**

The undersigned hereby informs you that he or she has furnished or is furnishing services or materials as follows: **A Low Voltage System** for the improvement of the real property identified as **Nassau County F.S. #71 - Yulee, 96262 Chester Road, Yulee, FL 32097 (J20-022)** under an order given by **Vilano Electric, 3156 Leon Road, Jacksonville, FL 32246.**

Florida law prescribes the serving of this notice and restricts your right to make payments under your contract in accordance with Section 713.06, Florida Statutes.

**IMPORTANT INFORMATION FOR YOUR PROTECTION**

Under Florida's laws, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, **EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.**

**PROTECT YOURSELF:**

—RECOGNIZE that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.

—LEARN more about the Construction Lien Law, Chapter 713, Part I, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.



Micheal Cooper  
Controller  
JSC Systems, Inc.  
5021 Stepp Avenue  
Jacksonville, FL 32216

cc: Vilano Electric  
Core Construction  
The Gray Insurance Company



CS 18-291

JSC Systems, Inc.  
5021 STEPP AVE  
JACKSONVILLE FL 32216-6085

US POSTAGE AND FEES PAID

FIRST-CLASS  
Jul 24 2020  
Mailed from ZIP 32216  
1 oz First-Class Mail Letter



062S0012913542

**USPS CERTIFIED MAIL**



**9414 8118 9876 5822 2577 04**

Nassau County Board of Commissioners  
96135 NASSAU PL STE 1  
YULEE FL 32097-8635



J20-022

Cb18-291

3

WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS, AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL.

UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE.

TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US EVERY TIME YOU PAY YOUR CONTRACTOR.

Notice To Owner/Notice To Contractor

To: BOCC of Nassau County  
96135 Nassau Place, Ste. 1  
Yulee, FL 32097

Notice#: 035

Date: 7/29/2020

Certified#: 7019 0700 0001 9283 1185

The undersigned hereby informs you that he or she has furnished or is furnishing services or materials as follows:  
Construction Materials i.e. block, masonry cement, mason sand, anchor bolts, lsdwall, lintels, rebar, rodchairs, foundation vent and lintel felt.

For the improvements of the real property identified as:  
IN OR 1870/1619 - 96262 Chester Road, Yulee FL 32097

Under an order given by: Davis Quality Masonry, LLC  
17704 NE US Hwy 301  
Walde, FL 33696

Florida law prescribes the service of this Notice and restricts your right to make payments under your contract in accordance with Section 713.06, Florida Statutes.

IMPORTANT INFORMATION FOR YOUR PROTECTION

Under Florida's laws, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien.


If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.

PROTECT YOURSELF:

-RECOGNIZE that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.

-LEARN more about the Construction Lien Law, Chapter 713, Part I, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.

\*If the project is bonded under sections 713.23, 713.245, 255.05 Florida Statutes or 270 U.S.C. this Notice shall serve as a preliminary Notice to Contractor and the firm sending this Notice will look to the bond (Surety Co.) for protection if not paid. If a payment bond exists, furnish a copy to the undersigned or provide name and address of bonding company. Failure to provide this information may render you liable for damages.

By:   
Kitty Barton/Accounts Receivable  
Master Construction Products, Inc.  
P.O. Box 593918  
Orlando, FL 32859  
407-857-1221 Ext: 4

Copies to:  
Core Construction Company of Jacksonville, Inc.  
8375 Baymeadows Way  
Jacksonville, FL 32256  
Certified Mail #7019 0700 0001 9283 1192

The Gray Insurance Company  
PO Box 6202  
Metairie, LA 70009-6202  
Certified Mail #7019 0700 0001 9283 1288

C518-291  
4/

PRECISE NOTICES INC  
8216 Cassia Court Ft Lauderdale FL 33321  
www.precisenotices.com

8/10/2020

**NOTICE TO OWNER/NOTICE TO CONTRACTOR**

Req#: 154227

The undersigned Hereby informs you that he or she has furnished services or materials as follows:  
CONCRETE, PUMPING AND/OR FINISHING

7019112000064938001

BOARD OF COUNTY COMMISSIONERS  
OF NASSAU COUNTY, FLORIDA  
96135 NASSAU PLACE  
YULEE FL 32097

**WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS, AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL. UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE. TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US EVERY TIME YOU PAY YOUR CONTRACTOR.**

FOR THE IMPROVEMENT OF REAL PROPERTY DESCRIBED AS:  
NASSAU County Recd:8/10/2020 NTO  
YULEE FIRE STATION 71 Folio:44-3N-28-0000-0001-0530  
96262 CHESTER RD  
"DESIGN/BUILD PROJECT" (CONTRACT NO CM2729)

Florida law prescribes the serving of this notice and restricts your right to make payments under your contract in accordance with section 713.06, Florida Statutes.  
UNDER AN ORDER GIVEN BY: DAVIS QUALITY MASONRY II, LLC -

REQUESTS FOR SWORN STATEMENTS OF ACCOUNT MUST BE ADDRESSED TO: C & C CONCRETE PUMPING-ORLANDO 305-885-1522

By: DeDe Mason, As Authorized Agent for Lienor:

General Contractor 7019112000064938018

C & C CONCRETE PUMPING-ORLANDO  
12599 NW 107 AVENUE  
MEDLEY FL 33178

CORE CONSTRUCTION COMPANY  
OF JACKSONVILLE, INC  
8375 BAYMEADOWS WAY  
JACKSONVILLE FL 32256

**YOUR PROTECTION**

Under Florida's laws, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien. If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. PROTECT YOURSELF: RECOGNIZE that this Notice To Owner may result in a lien against your property unless all those supplying a Notice To Owner have been paid. LEARN more about the Construction Lien Law, Chapter 713, Part 1, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation. This Notice is also notice of intention to make claim against any bond, to look to said bond for protection. If a payment bond does exist, we request a copy.

SURETY 7019112000064938025  
THE GRAY INSURANCE COMPANY  
(BOND# GS59300022)  
(OR BK 2315 PG 633)  
PO BOX 6202  
METAIRIE LA 70009

AGENT 7019112000064938032  
KEVIN WOJTOWICZ, ATTY IN FACT  
1000 CENTRAL AVENUE  
SUITE 200  
ST PETERSBURG FL 33705

Questions Regarding This Notice Should Be Directed To: C & C CONCRETE PUMPING-ORLANDO 305-885-1522

CS 18-291

5

WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL. UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE. TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM: VILANO ELECTRIC EVERY TIME YOU PAY YOUR CONTRACTOR.

**NOTICE TO OWNER / NOTICE TO CONTRACTOR**

9214890107899901780684  
BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY  
96135 NASSAU PLACE STE 1  
YULEE FL, 32097

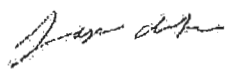
THE UNDERSIGNED HEREBY INFORMS YOU THAT HE HAS FURNISHED OR IS FURNISHING SERVICES OR MATERIALS AS FOLLOWS: ELECTRICAL

FOR THE IMPROVEMENT OF REAL PROPERTY IDENTIFIED AS: NCFS 71/ 96262 CHESTER RD / Yulee, Florida / As recorded in the public records of NASSAU County, Florida / Property Control # 44-3N-28-0000-0001-0530 NOC: OR BOOK 2346 Page 682 Public; UNDER AN ORDER GIVEN BY: CORE CONSTRUCTION

Florida law prescribes the serving of the notice and restricts your right to make payments under your contract in accordance with §713.06, Florida Statutes. If this job is bonded under §713.23 Florida Statutes, §713.245 Florida Statutes, §255.05 Florida Statutes; Title 40 U.S.C. §3131 or any other form of bond, this notice is also notice of intent to make a claim against any statutory or common law bond and the firm sending this notice will look to such bond for protection and payment. The undersigned requests a copy of the payment bond and a copy of any direct contracts relating to the improvements of the aforementioned real property and agrees to pay reasonable copy costs for same.

**IMPORTANT INFORMATION FOR YOUR PROTECTION** Under Florida's laws, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien. If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.

**PROTECT YOURSELF RECOGNIZE** that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid. LEARN more about the Construction Lien Law, Chapter 713, Part I, Florida Statutes, and the meaning of this notice by contacting an attorney or The Florida Department of Business and Professional Regulation.



By: Jorge Iriban

Agent For: Vilano Electric  
14286-19 Beach Blvd PMB# 394, Jacksonville, FL, 32250  
904-641-0868  
Vilano@bellsouth.net  
Contact: Peter Fennel

W/O: 8199561  
Date: 08/21/2020

<u>Recipient Type</u>	<u>Tracking ##</u>	<u>Name</u>	<u>Address</u>
Owner	9214890107899901780684	BOARD OF COUNTY COMMISS	96135 NASSAU PLACE STE 1, YULEE, FL 32097
Misc	9214890107899902305787	NASSAU COUNTY FIRE STAT	96160 NASSAU PL., YULEE, FL 32097
Bond Company	9214890107899902306784	THE GRAY INSURANCE COMP	P.O. BOX 6202, MERAIRIE, LA 70009
General Contractor		CORE CONSTRUCTION	8375 BAY MEADOWS WAY, JACKSONVILLE, FL 32256

CS 18-291

WO# 8199561 - FL  
Nationwide Notice  
PO Box 542165  
LW, FL 33454



9214 8901 0789 9901 7806 84



BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY  
96135 NASSAU PLACE STE 1  
YULEE, FL 32097

**The Construction Notice printed on the reverse side of this document is only a notice and NOT A LIEN and is not recorded against your property.** This notice is not a reflection of the credit worthiness or financial standing of any contractor nor is it an indication of their ability or desire to pay their bills. It is merely a letter informing the owner of the property and/or general contractor that **Vilano Electric** has supplied or will supply services, equipment and/or materials. Failure to ensure that their vendor is paid may result in a lien being placed on your property and your paying twice for the materials and/or services provided to you by the vendor listed on the opposite side of this notice. If you have paid or are about to pay your contractor, ask them for a release of lien to ensure their vendor is paid. If you have any questions about this notice, please call Nationwide Notice at (561) 228-1114.

**Notices Filed on Project:** The undersigned requests a copy of the **Notice of Completion, Notice of Cessation, Notice of Commencement** and the **Construction Lender** (*if not listed on the reverse side*) relating to the improvements of the property described on the reverse side of this document. If none is currently available, this is an ongoing request should one become available in the future. Please send a copy via fax to 561-439-6614, by email to [ento@nationwidenotice.com](mailto:ento@nationwidenotice.com) or by certified mail to Nationwide Notice, Inc. PO Box 542165, Lake Worth, FL 33454.

**Bonded Projects, Updated Owner and General/Prime Contractor Information:** The undersigned requests a copy of the payment bond or trust relating to the improvements of the property described on the reverse side of this document. If none is currently available, this is an ongoing request should one become available in the future. The undersigned also requests any updated Owner and General/Prime Contractor information including the name and address if different from the information printed on the notice. Please send a copy via fax to 561-439-6614, by email to [ento@nationwidenotice.com](mailto:ento@nationwidenotice.com) or by certified mail to Nationwide Notice, Inc. PO Box 542165, Lake Worth, FL 33454.

**Notice:** If the work being done on the property described on the reverse side of this document is for improvements to the property which were ordered by a lessee/tenant, please forward a verified copy of the **lease provision** or a copy of the recorded **Notice of Non-Responsibility** to the undersigned by fax to 561-439-6614, by email to [ento@nationwidenotice.com](mailto:ento@nationwidenotice.com) or by certified mail to Nationwide Notice, Inc. PO Box 542165, Lake Worth, FL 33454. If you fail to provide this information within 30 days, or serve a false or fraudulent copy, your interest as lessor may be subject to a construction lien in favor of the undersigned. If you require information regarding contractor payment status, please contact Vilano Electric at the number located at the bottom of the notice.

Nationwide Notice, Inc.

WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL. UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE. TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM: SYNERGY EQUIPMENT EVERY TIME YOU PAY YOUR CONTRACTOR.

**NOTICE TO OWNER / NOTICE TO CONTRACTOR**

9214890107899902257888  
BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY  
96135 NASSAU PLACE STE 1  
YULEE FL, 32097

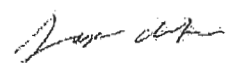
THE UNDERSIGNED HEREBY INFORMS YOU THAT HE HAS FURNISHED OR IS FURNISHING SERVICES OR MATERIALS AS FOLLOWS: RENTAL EQUIPMENT

FOR THE IMPROVEMENT OF REAL PROPERTY IDENTIFIED AS: Fire Station 71 / 96262 CHESTER RD / YULEE, FL / As recorded in the public records of NASSAU County, FL / Property Control # 44-3N-28-0000-0001-0530 Public;  
UNDER AN ORDER GIVEN BY: DAVIS QUALITY MASONRY

Florida law prescribes the serving of the notice and restricts your right to make payments under your contract in accordance with §713.06, Florida Statutes. If this job is bonded under §713.23 Florida Statutes, §713.245 Florida Statutes, §255.05 Florida Statutes; Title 40 U.S.C. §3131 or any other form of bond, this notice is also notice of intent to make a claim against any statutory or common law bond and the firm sending this notice will look to such bond for protection and payment. The undersigned requests a copy of the payment bond and a copy of any direct contracts relating to the improvements of the aforementioned real property and agrees to pay reasonable copy costs for same.

**IMPORTANT INFORMATION FOR YOUR PROTECTION** Under Florida's laws, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien. If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.

**PROTECT YOURSELF RECOGNIZE** that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid. LEARN more about the Construction Lien Law, Chapter 713, Part I, Florida Statutes, and the meaning of this notice by contacting an attorney or The Florida Department of Business and Professional Regulation.

  
By: Jorge Iriban

Agent For: **Synergy Equipment**  
5801 Highway Ave., Jacksonville, FL 32254  
904-712-5501  
blayton@synergyrents.com  
Contact: Bobbi Layton

W/O: 8091687  
Job #: 1042044107  
Date: 08/21/2020  
Acct #: 6256

<u>Recipient Type</u>	<u>Tracking ##</u>	<u>Name</u>	<u>Address</u>
Owner	9214890107899902257888	BOARD OF COUNTY COMMISS	96135 NASSAU PLACE STE , YULEE, FL 32097
General Contractor	9214890107899902258489	HOAR CONSTRUCTION	111 N ORANGE AVE STE 115, ORLANDO, FL 32801
Contractor		DAVIS QUALITY MASONRY	17704 NE US HIGHWAY 301 , WALDO, FL 32694

C5 18-291

WO# 8091687 - FL  
Nationwide Notice  
PO Box 542165  
LW, FL 33454



9214 8901 0789 9902 2578 88



BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY  
96135 NASSAU PLACE STE 1  
YULEE, FL 32097

**The Construction Notice printed on the reverse side of this document is only a notice and NOT A LIEN and is not recorded against your property.** This notice is not a reflection of the credit worthiness or financial standing of any contractor nor is it an indication of their ability or desire to pay their bills. It is merely a letter informing the owner of the property and/or general contractor that **Synergy Equipment** has supplied or will supply services, equipment and/or materials. Failure to ensure that their vendor is paid may result in a lien being placed on your property and your paying twice for the materials and/or services provided to you by the vendor listed on the opposite side of this notice. If you have paid or are about to pay your contractor, ask them for a release of lien to ensure their vendor is paid. If you have any questions about this notice, please call Nationwide Notice at (561) 228-1114.

**Notices Filed on Project:** The undersigned requests a copy of the **Notice of Completion, Notice of Cessation, Notice of Commencement** and the **Construction Lender** (if not listed on the reverse side) relating to the improvements of the property described on the reverse side of this document. If none is currently available, this is an ongoing request should one become available in the future. Please send a copy via fax to 561-439-6614, by email to [ento@nationwidenotice.com](mailto:ento@nationwidenotice.com) or by certified mail to Nationwide Notice, Inc. PO Box 542165, Lake Worth, FL 33454.

**Bonded Projects, Updated Owner and General/Prime Contractor Information:** The undersigned requests a copy of the payment bond or trust relating to the improvements of the property described on the reverse side of this document. If none is currently available, this is an ongoing request should one become available in the future. The undersigned also requests any updated Owner and General/Prime Contractor information including the name and address if different from the information printed on the notice. Please send a copy via fax to 561-439-6614, by email to [ento@nationwidenotice.com](mailto:ento@nationwidenotice.com) or by certified mail to Nationwide Notice, Inc. PO Box 542165, Lake Worth, FL 33454.

**Notice:** If the work being done on the property described on the reverse side of this document is for improvements to the property which were ordered by a lessee/tenant, please forward a verified copy of the **lease provision** or a copy of the recorded **Notice of Non-Responsibility** to the undersigned by fax to 561-439-6614, by email to [ento@nationwidenotice.com](mailto:ento@nationwidenotice.com) or by certified mail to Nationwide Notice, Inc. PO Box 542165, Lake Worth, FL 33454. If you fail to provide this information within 30 days, or serve a false or fraudulent copy, your interest as lessor may be subject to a construction lien in favor of the undersigned. If you require information regarding contractor payment status, please contact Synergy Equipment at the number located at the bottom of the notice.

Nationwide Notice, Inc.

**NOTICE TO CONTRACTOR FLORIDA STATUTES 255.05**

TO CONTRACTOR: (Via Certified Mail)  
CORE CONSTRUCTION COMPANY OF JACKSONVILLE INC  
DBA CORE CONSTRUCTION COMPAN  
8375 BAYMEADOWS WAY  
JACKSONVILLE, FL 32256

The undersigned hereby informs you that he has furnished or is furnishing services or materials as follows:

**RENTAL EQUIPMENT (MATERIALS)**

For the improvement of the real property identified as:

**FIRESTATION  
96262 CHESTER ROAD  
DERON IS CONTACT  
YULEE, FL 32097**

Under an order given by:

**DAVIS QUALITY MASONRY, LLC**

If there is a PAYMENT BOND, then this Notice will advise you that we intend to look to the applicable payment bond for payment of the foregoing items. Within ten (10) days of receipt of this Notice, the owner is required by Florida Statutes Section 255.05, to furnish the undersigned with a copy of any existing Performance and Payment Bond. PLEASE NOTE: THIS NOTICE IS NOT A LIEN, CLOUD, NOR ENCUMBRANCE UPON TITLE TO YOUR PROPERTY, NOR IS IT A MATTER OF PUBLIC RECORD. This Notice is a standard business procedure of the undersigned and does not adversely reflect upon the creditworthiness or other reputation of any person named herein.

**HERC RENTALS INC.  
11451 PHILIPS HWY  
JACKSONVILLE, FL 32256  
Contact: HERC PRELIMINARY NOTICES  
Contact Telephone: (877) 953 - 8778**

By: Colleen Kirk  
Colleen Kirk, Agent (c/o [hercpreliminarynotices@hercrentals.com](mailto:hercpreliminarynotices@hercrentals.com) 877-953-8778 option 1, option 3)

Date: SEPTEMBER 3, 2020

File (N049101) 2925422::1 - FIRESTATION CR7 \$3,269.15





C518-291



Herc Rentals, Inc.  
27500 Riverview Center Blvd,  
Bonita Springs, FL 34134  
HercRentals.com

SEPTEMBER 3, 2020

Re: Preliminary Notice

Dear Valued Customer,

Thank you for choosing Herc Rentals to be your equipment rental supplier of choice. Attached you will find a Preliminary Notice. Please read the below information which explains why we are required by statute to provide you with a Preliminary Notice and outlines the benefits provided to all parties involved.

#### **What is a Preliminary Notice?**

A Preliminary Notice is an industry standard document which is required to be sent in accordance with state law in order to protect the contractual chain of payment. **A Preliminary Notice is not a lien** and is never an indicator of a customer's creditworthiness or their ability to pay. Further, Preliminary Notices are not recorded and are not otherwise made publicly available.

#### **Why did I receive a Preliminary Notice?**

You are receiving a Preliminary Notice because equipment was rented from Herc Rentals with the intention of using it to improve property. State law requires that we notify all involved parties, therefore, you are receiving the attached Preliminary Notice.

#### **What do I need to do?**

If you are responsible for payment on the rented equipment, you can make payments online at [www.hercrentals.com](http://www.hercrentals.com) or over the phone at 1 (877) 953-8778, Option 1, Option 1. Otherwise, no action is required. Once payment is made, a Preliminary Notice becomes null and void.

#### **How does a Preliminary Notice benefit me?**

As a member of a contractual chain on a project, the issuance of a Preliminary Notice may also protect you against nonpayment by other parties.

#### **Who do I contact if I received this Preliminary Notice in error?**

If you feel as though you received a Preliminary Notice in error, please contact the Herc Rentals Lien Team by email at [HercPreliminaryNotices@hercrentals.com](mailto:HercPreliminaryNotices@hercrentals.com) or by phone at 1 (877) 953-8778, Option 1, Option 3.

We again thank you for making Herc Rentals your equipment supplier of choice and thank you for taking the time to review this information.

Sincerely,

*Jonathan Ehret*

Jonathan Ehret  
Legal Services & Risk Manager



9 CS18-291

**WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS, AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL. UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE. TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US (Lienor) EVERY TIME YOU PAY YOUR CONTRACTOR.**

SEPTEMBER 4, 2020

9489009206017001310619  
9489009206017001310619 - 1310626

**NOTICE TO OWNER / NOTICE TO CONTRACTOR**

To: (Owner)  
9489009206017001310619  
BOCC OF NASSAU COUNTY  
96135 NASSAU PL STE 1  
YULEE FL 32097

The undersigned hereby informs you that he or she has furnished or is furnishing services or materials as follows:  
READY MIX CONCRETE, BLOCK, & RELATED PRODUCTS

for the improvements of real property identified as 96262 CHESTER RD YULEE FLORIDA FIRE STATION 71 PARCEL 44-3N-28-0000-0001-0530 IN OR 1870 1619 PUBLIC RECORDS NASSAU COUNTY FLORIDA.

under an order given by DNS CONTRACTING LLC.

Florida law prescribes the serving of this notice and restricts your rights to make payments under your contract in accordance with Section 713.06, Florida Statutes. In the event that the contract for improvement is bonded, pursuant to Section 255.05, 713.23, 713.245 or 337.18 Florida Statutes, Title 40 USC Section 3131, et seq., or any other form of bond, the undersigned intends to look to that bond for protection and payment. The undersigned requests a copy of the payment bond and a copy of any direct contracts pertaining to the improvements for this project and agrees to pay reasonable copy costs for such copy.

**IMPORTANT INFORMATION FOR YOUR PROTECTION**

Under Florida's laws, those who work on your property or provide materials and are not paid, have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, **EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.**

**PROTECT YOURSELF:**

--RECOGNIZE that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.

--LEARN more about the Construction Lien Law, Chapter 713, Part I, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.

**COPIES TO:**

9489009206017001310626  
(GEN CONTR)  
CORE CONSTRUCTION CO OF JACKSONVILLE INC  
8375 BAYMEADOWS WAY  
JACKSONVILLE FL 32256

(Under an order given by)  
DNS CONTRACTING LLC  
1517 FAYE RD  
JACKSONVILLE FL 32218-2223

(BOND)  
THE GRAY INSURANCE COMPANY  
PO BOX 6202  
METAIRIE LA 70009-6202

By: JOY BODOH / ZoomLien  
Any demand made pursuant to Section 713.16, Florida Statutes, must be directed to the attention of the Lienor's representative at the address of the Lienor shown below.

As Authorized Agent for Lienor:

TITAN FLORIDA LLC  
LORI MARINO  
455 FAIRWAY DR STE 200  
DEERFIELD BEACH FL 33441  
(Ref#: 90010667-70)

C518-291

USPS CERTIFIED MAIL

TITAN FLORIDA LLC  
LORI MARINO  
455 FAIRWAY DR STE 200  
DEERFIELD BEACH FL 33441



9489 0092 0601 7001 3106 19

(Ref:90010667-70)



BOCC OF NASSAU COUNTY  
96135 NASSAU PL STE 1  
YULEE FL 32097

## WHAT IS A NOTICE TO OWNER ?

You have just received a Notice to Owner from ZoomLien. Perhaps you are asking these questions... what is a Notice to Owner, and why was I sent this document? Those are good questions. This short summary will attempt to answer them.

Florida Law prescribes that anyone who supplies labor, services or material to your contractor on your construction job must send you a Notice to Owner. **THE NOTICE TO OWNER IS NOT A LIEN ON YOUR PROPERTY.** It **DOES NOT** mean that your contractor has failed to pay the company who has given this notice. It merely informs you that the company identified in the Notice to Owner is on your job and gives you a general description of the type of materials they are supplying or the type of work that they will be performing.

Before paying your contractor, you must make sure that the person who has given this Notice to Owner has been paid by the contractor. You do this by obtaining a Lien Wavier, through your Contractor, from the person identified in the Notice to Owner (Lienor's Name and address).

If you have a construction lender and the lender is paying the contractor directly, the lender is responsible for getting the necessary lien waivers. You may wish to check with your lender to verify that they will be managing these documents in connection with each payment to the contractor.

This is a very general description of the owner's obligation under the Construction Lien Law. For further information on managing your construction project, please go to:

[www.BuildLienFreeFlorida.com](http://www.BuildLienFreeFlorida.com).

C318-291

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**WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS, AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL UNDER FLORIDA LAW. YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE. TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US EVERY TIME YOU PAY YOUR CONTRACTOR.**

**NOTICE TO OWNER**

and PRELIMINARY NOTICE TO OWNER, CONTRACTOR, SUBCONTRACTOR & SURETY (if applicable)  
(FLORIDA STATUTES 713.06, 713.23 and 255.05)

Date: 09/21/2020

70160340000031002603  
BOCC OF NASSAU COUNTY  
96135 NASSAU PLACE #1  
YULEE, FL 32097

The undersigned is furnishing, or has furnished the following described materials, labor and/or services:  
**ROCK**

for the improvement of real property described as:  
96262 CHESTER ROAD A/K/A FIRE STATION #71

PORTION OF LAND LYING AND BEING IN SECTION 44 , TOWNSHIP 3 N, RANGE 28,  
NASSAU COUNTY, FLORIDA.  
NASSAU COUNTY FIRE STATION  
NOC EXPIRES 3/12/2021

Under an order given by DNS CONTRACTING

Florida law prescribes the serving of this notice and restricts your right to make payments under your contract in accordance with Section 713.06 and 255.05 Florida Statutes. The undersigned requests a copy of the direct contract(s) and any payment bond for this project and agrees to pay reasonable copy costs for such copy. If there is a PAYMENT BOND, then this notice will advise you that we intend to look to the applicable payment bond for payment of the foregoing items. Within ten (10) days of receipt of this notice, you are required by Florida Statutes Section 713.23 and 255.05 to furnish notice of the existence of such payment bond and a copy of said bond. PLEASE NOTE: THIS NOTICE IS NOT A LIEN, CLOUD, NOR ENCUMBRANCE UPON TITLE TO YOUR PROPERTY, NOR IS IT A MATTER OF PUBLIC RECORD. This notice is a standard business procedure of the undersigned firm, and does not adversely reflect upon the credit-worthiness or other reputation of any person name herein. Request for Sworn Statement of Account must be addressed to: **DENALI MATERIALS INC**

**IMPORTANT INFORMATION FOR YOUR PROTECTION**

Under Florida laws, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

If your contractor fails to pay sub contractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment. **EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.**

**PROTECT YOURSELF**

RECOGNIZE that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.

LEARN more about the Construction Lien Law, Chapter 713, Part 1, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.

By: **J. Jones**  
Agent For: **DENALI MATERIALS INC**  
PO BOX 1498  
LIVE OAK, FL 32064

# 70160340000031002627 (C/M) THE GRAY INSURANCE COMPANY, PO BOX 6202, METAIRIE, LA 70009  
DNS CONTRACTING, 1517 FAYE ROAD, JACKSONVILLE, FL 32218  
G/C #70160340000031002610, CORE CONSTRUCTION COMPANY, OF JACKSONVILLE INC, 8375 BAYMEADOWS WAY, JACKSONVILLE, FL, 32256

C318-291

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**WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL. UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE. TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US EVERY TIME YOU PAY YOUR CONTRACTOR.**

**NOTICE TO OWNER**

and PRELIMINARY NOTICE TO OWNER, CONTRACTOR, SUBCONTRACTOR & SURETY (if applicable)  
(FLORIDA STATUTES 713.06, 713.23 and 255.05)

Date: 09/22/2020

70160340000031002986  
BOCC OF NASSAU COUNTY  
96135 NASSAU PLACE #1  
YULEE, FL 32097

The undersigned is furnishing, or has furnished the following described materials, labor and/or services:  
**HAULING OF ROCKS**

for the improvement of real property described as:  
96262 CHESTER ROAD A/K/A FIRE STATION #71  
PORTION OF LAND LYING AND BEING IN SECTION 44 , TOWNSHIP 3 N, RANGE 28,  
NASSAU COUNTY, FLORIDA.  
NASSAU COUNTY FIRE STATION  
NOC EXPIRES 3/12/2021

Under an order given by DNS.CONTRACTING

Florida law prescribes the serving of this notice and restricts your right to make payments under your contract in accordance with Section 713.06 and 255.05 Florida Statutes. The undersigned requests a copy of the direct contract(s) and any payment bond for this project and agrees to pay reasonable copy costs for such copy. If there is a PAYMENT BOND, then this notice will advise you that we intend to look to the applicable payment bond for payment of the foregoing items. Within ten (10) days of receipt of this notice, you are required by Florida Statutes Section 713.23 and 255.05 to furnish notice of the existence of such payment bond and a copy of said bond. PLEASE NOTE: THIS NOTICE IS NOT A LIEN, CLOUD, NOR ENCUMBRANCE UPON TITLE TO YOUR PROPERTY, NOR IS IT A MATTER OF PUBLIC RECORD. This notice is a standard business procedure of the undersigned firm, and does not adversely reflect upon the credit-worthiness or other reputation of any person named herein. Request for Sworn Statement of Account must be addressed to: **BEAVER BULK INC.**

**IMPORTANT INFORMATION FOR YOUR PROTECTION**

Under Florida laws, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien.  
If your contractor fails to pay sub contractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment. **EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.**

**PROTECT YOURSELF**

RECOGNIZE that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.  
LEARN more about the Construction Lien Law, Chapter 713, Part 1, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.

By: **J. Jones**  
Agent For: **BEAVER BULK INC.**  
PO BOX 417  
LIVE OAK, FL 32064

# 70160340000031003006 (C/M) THE GRAY INSURANCE COMPANY, PO BOX 6202, METAIRIE, LA 70009  
DNS CONTRACTING, 1517 FAYE ROAD, JACKSONVILLE, FL 32218  
G/C #70160340000031002993, CORE CONSTRUCTION COMPANY, OF JACKSONVILLE INC, 8375 BAYMEADOWS WAY, JACKSONVILLE, FL, 32256

C3 18-291

**WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS, AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL. UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOU PAYING TWICE. TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US EVERY TIME YOU PAY YOUR CONTRACTOR.**

**NOTICE TO OWNER / NOTICE TO CONTRACTOR**

Date: **December 1, 2020**

To: **Board of County Commissioners of Nassau County (Fee Simple) Certified # 7020 0090 0002 1804 0009**  
**96135 Nassau Place Ste 1**  
**Yulee, FL 32097**

The undersigned hereby informs you that he or she has furnished Rental Equipment for the improvement of the real property identified as: **NASSAU COUNTY FIRE STATION 71, 96262 CHESTER ROAD YULEE, FLORIDA. CONTRACT NUMBER CM2729 AND AS BEING MORE PARTICULARLY DESCRIBED IN NOTICE OF COMMENCEMENT RECORDED IN OR BOOK 2346 PAGE 682 PUBLIC RECORDS NASSAU COUNTY, FLORIDA. NOC EXPIRES ON 03/12/21 AND FURTHER DESCRIBED IN BOND RECORDED IN OR BOOK 2315 PAGE 633 AND 630 PUBLIC RECORDS NASSAU COUNTY FLORIDA. BOND NUMBER GS59300022.**

Under an order given by: **Progressive Air & Mechanical Inc, 6950 Philips Highway Suite 35, Jacksonville FL 32216**

*Florida law prescribes the serving of this notice and restricts your right to make payments under your contract in accordance with Section 713.06, Florida Statutes.*

**BONDED PROJECTS:** In the event that the contract for improvements is bonded pursuant to Section 713.23, Florida Statutes, Section 255.05, Florida Statutes, Title 40, U.S.C. Section 270, or any other form of bond, the undersigned intends to look for protection and payment. **THE UNDERSIGNED HEREBY REQUESTS A COPY OF THE PAYMENT BOND PERTAINING TO THE IMPROVEMENTS FOR THIS PROJECT AND AGREES TO PAY REASONABLE COPY COSTS FOR SAME.**

**IMPORTANT INFORMATION FOR YOUR PROTECTION**

Under Florida's laws, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, **EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. PROTECT YOURSELF:**

- RECOGNIZE that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.
- LEARN more about the Construction Lien Law, Chapter 713, Part I, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.

By:   
\_\_\_\_\_

Cynthia Vaughn

Ref # 16858 - 400037336

Firm: High Reach Co., LLC

Address: 1447 Pickettville Road, Jacksonville FL 32220

Phone: 321-275-2100

Copies to: **Core Construction C. of Jacksonville, Inc (General Contractor)**  
**The Gray Insurance Company (Surety)**

**# 7020 0090 0002 1804 0016**  
**# 7020 0090 0002 1804 0023**

C318-291

**WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS, AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL. UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE. TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US EVERY TIME YOU PAY YOUR CONTRACTOR.**

**NOTICE TO OWNER**

and PRELIMINARY NOTICE TO OWNER, CONTRACTOR, SUBCONTRACTOR & SURETY (if applicable)  
(FLORIDA STATUTES 713.06, 713.23 and 255.05)

Date: 12/03/2020

70160340000031012848  
BOCC OF NASSAU COUNTY  
96135 NASSAU PLACE #1  
YULEE, FL 32097

The undersigned is furnishing, or has furnished the following described materials, labor and/or services:

HVAC

for the improvement of real property described as:

96262 CHESTER ROAD A/K/A FIRE STATION #71

PORTION OF LAND LYING AND BEING IN SECTION 44 , TOWNSHIP 3 N, RANGE 28,

NASSAU COUNTY, FLORIDA. BOND #GS59300022

NASSAU COUNTY FIRE STATION

NOC EXPIRES 3/12/2021

Under an order given by CORE CONSTRUCTION COMPANY

Florida law prescribes the serving of this notice and restricts your right to make payments under your contract in accordance with Section 713.06 and 255.05 Florida Statutes.

The undersigned requests a copy of the direct contract(s) and any payment bond for this project and agrees to pay reasonable copy costs for such copy.

If there is a PAYMENT BOND, then this notice will advise you that we intend to look to the applicable payment bond for payment of the foregoing items. Within ten (10) days of receipt of this notice, you are required by Florida Statutes Section 713.23 and 255.05 to furnish notice of the existence of such payment bond and a copy of said bond.

PLEASE NOTE: THIS NOTICE IS NOT A LIEN, CLOUD, NOR ENCUMBRANCE UPON TITLE TO YOUR PROPERTY, NOR IS IT A MATTER OF PUBLIC RECORD.

This notice is a standard business procedure of the undersigned firm, and does not adversely reflect upon the credit-worthiness or other reputation of any person name herein. Request for Sworn Statement of Account must be addressed to: **PROGRESSIVE AIR & MECHANICAL**

**IMPORTANT INFORMATION FOR YOUR PROTECTION**

Under Florida laws, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

If your contractor fails to pay sub contractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment. **EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.**

**PROTECT YOURSELF**

**RECOGNIZE** that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.

**LEARN** more about the Construction Lien Law, Chapter 713, Part 1, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.

**By: J. Jones**

Agent For: **PROGRESSIVE AIR & MECHANICAL**

6950 PHILIPS HWY #35

JACKSONVILLE, FL 32216

# 70160340000031012855 (C/M) THE GRAY INSURANCE COMPANY, PO BOX 6202, METAIRIE, LA 70009

G/C, CORE CONSTRUCTION COMPANY, OF JACKSONVILLE INC, 8375 BAYMEADOWS WAY, JACKSONVILLE, FL, 32256

14 CS18-291

**WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS, AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL. UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE. TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US (Lienor) EVERY TIME YOU PAY YOUR CONTRACTOR.**

JANUARY 8, 2021

**BOCC OF NASSAU COUNT**  
71969004024030944855 - 0944862

**NOTICE TO OWNER / NOTICE TO CONTRACTOR**

To: (Owner)

BOCC OF NASSAU COUNTY  
96135 NASSAU PLACE STE 1  
YULEE FL 32097

4862

BOCC OF NASSAU COUNTY  
96135 NASSAU PLACE STE 1  
YULEE FL 32097

The undersigned hereby informs you that he or she has furnished or is furnishing services or materials as follows:

HVAC SHEET METAL;

for the improvements of real property identified as NASSAU COUNTY FL MORE PARTICULARLY DESCRIBED IN O.R. BOOK 2346 PAGE 682; 96262 CHESTER RD, YULEE; DESIGN AND CONSTRUCTION OF FIRE STATION 71; under an order given by PROGRESSIVE AIR & MECHANICAL.

Florida law prescribes the serving of this notice and restricts your rights to make payments under your contract in accordance with Section 713.06, Florida Statutes. In the event that the contract for improvement is bonded, pursuant to Section 255.05, 713.23, 713.245 or 337.18 Florida Statutes, Title 40 USC Section 3131, et seq., or any other form of bond, the undersigned intends to look to that bond for protection and payment. The undersigned requests a copy of the payment bond and a copy of any direct contracts pertaining to the improvements for this project and agrees to pay reasonable copy costs for such copy.

**IMPORTANT INFORMATION FOR YOUR PROTECTION**

Under Florida's laws, those who work on your property or provide materials and are not paid, have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, **EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.**

**PROTECT YOURSELF:**

--RECOGNIZE that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.

--LEARN more about the Construction Lien Law, Chapter 713, Part I, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.

**COPIES TO:**

71969004024030944862  
(GEN CONTR)  
CORE CONSTRUCTION COMPANY OF  
JACKSONVILLE INC  
8375 BAYMEADOWS WAY  
JACKSONVILLE FL 32256

(Under an order given by)  
PROGRESSIVE AIR & MECHANICAL  
6950 PHILIPS HWY STE 35  
JACKSONVILLE FL 32216

71969004024030944855  
(BOND)  
THE GRAY INSURANCE COMPANY  
P O BOX 6202  
METAIRIE LA 700096202

By: **CHASITY BENITEZ / National Association of Credit Management of Florida, Inc.**  
Any demand made pursuant to Section 713.16, Florida Statutes, must be directed to the attention of the Lienor's representative at the address of the Lienor shown below.

Authorized Agent for Lienor;

COMMERCIAL DUCT SYSTEMS  
ATTN: HELEN SCARBOROUGH  
9707 WILLIAMS ROAD  
THONOTOSASSA FL 33592  
(Ref#: FIRE STA. #71 YULEE)



CS18-291

Core Construction Company, Inc.  
8375 Baymeadows Way  
Jacksonville FL 32256

### Lien Waiver

To Whom It May Concern:

We, the undersigned DNS Contracting LLC having been employed by  
Core Construction Company, Inc., to do construction work on the premises known as  
Fire Station 71 do hereby affirm that we have paid all charges against us for labor  
and materials through 10/23/2020 PAY APP #5

Also, we the undersigned, for and in consideration of payments

of SEVEN THOUSAND SEVEN HUNDRED NINETY-ONE DOLLARS AND 91/100

( 7,791.91 ) Dollars, the cumulative amount

of FOUR HUNDRED FIFTY-FIVE THOUSAND SIXTY-FIVE DOLLARS AND 83/100

( 455,065.83 ) Dollars being the entire amount due as of this date, the receipt whereof is hereby acknowledged,  
do hereby waive and release any and every lien and claim including bond claims on said above described  
building and premises on account of labor or materials furnished by DNS Contracting LLC  
by the undersigned for said building or premises, through 10/23/2020 , with the exception of retention  
withheld to date

of FORTY-FIVE THOUSAND FIVE HUNDRED SIX DOLLARS AND 59/100

( 45,506.59 ) Dollars.

GIVEN UNDER OUR HAND AND SEAL THIS 10th DAY OF December, 2020

SIGNED BY: [Signature]  
(Owner/Agent)

STATE OF: Florida

COUNTY OF: Duval

SUBSCRIBED AND SWORN BEFORE ME THIS 10th DAY OF December  
[Signature]

2020  
KATHERYN A. DONALDSON  
Notary Public, State of Florida  
My Comm. Expires 12/05/2022  
Commission No. GG280796

My Commission Expires \_\_\_\_\_

Please Note: Refer to application form for clarification of the amounts to be filled out on this form.

C518-291

**PARTIAL WAIVER AND  
RELEASE OF LIEN**

The undersigned licnor, upon receipt of payment in the sum of **\$10.00**, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through OCTOBER 31, 2020 to VILANO ELECTRIC, on the job of the following described property:

*Nassau County Fire Station #71 - Yulee  
96262 Chester Road  
Yulee, FL 32097*

**JSC JOB #: J20-022**


This waiver and release does not cover any labor, services, or materials furnished after the date specified or any prior retention.

Dated on November 13, 2020

  
MICHAEL COOPER - CONTROLLER  
JSC SYSTEMS, INC.

**STATE OF FLORIDA  
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me this November 13, 2020  
By MICHEAL COOPER, CONTROLLER,  
Who is personally known to me, or has produced identification.  
Sworn to and subscribed before me this November 13, 2020

  
NOTARY PUBLIC

C518-291


**WAIVER AND RELEASE OF LIEN  
UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the final payment in the amount of **\$10.00**, hereby waives and releases its lien and right to claim for labor, services or materials furnished to **Davis Quality Masonry** on the job of **Chester Road Fire Station** for the following described property:

96262 Chester Road, Yulee, FL

Dated: **January 8, 2021**

Master Construction Products, Inc.  
P.O. Box 593918  
Orlando, FL 32859

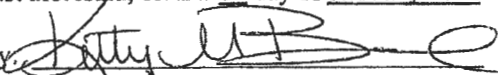
  
\_\_\_\_\_  
Christina Trillo/Accounts Payable

State of **Florida**  
County of **Orange**

Before me, the undersigned, personally appeared **Christina Trillo**, who being duly sworn acknowledged before me that she signed the foregoing WAIVER OF LIEN freely and voluntarily for the purposes therein, expressed.

Witness my hand and official seal in the state and county, last aforesaid, on this **8<sup>th</sup>** day of **January 2021**



Signature of Notary: 

My Commission Expires: 3/6/2024

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

C518-291



# C&C Concrete Pumping Inc

## FINAL WAIVER AND RELEASE OF LIEN

The undersigned lienor, in consideration of the final payment, in the amount of \$10.00, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to Davis Quality Masonry on the following described property:

FIRE STATION 71  
96262 Chester Rd  
Yulee, FL

Dated on September 28, 2020

C & C CONCRETE PUMPING, INC.

By: \_\_\_\_\_

Fernando Fala, GM Orlando

This document was acknowledged before me this 28th day of September, 2020 by Fernando Fala who is personally known to me.

Notary



NOTE: This is a statutory form prescribed by the Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

C&C Concrete Pumping Inc. - Orlando  
Tel 407-297-0881, Fax: 407-297-0994  
413 Ferguson Dr.  
Orlando, Florida 32805  
USA  
<http://ccconcretepumping.com>

C518-291

Core Construction Company, Inc.  
8375 Baymeadows Way  
Jacksonville FL 32256

### Lien Waiver

To Whom It May Concern:

We, the undersigned Vilano Electric Inc having been employed by  
Core Construction Company, Inc., to do construction work on the premises known as  
Fire Station 71 do hereby affirm that we have paid all charges against us for labor  
and materials through 10/25/2020 PAY APP #5 REVISED

Also, we the undersigned, for and in consideration of payments  
of SIXTEEN THOUSAND ONE HUNDRED SIXTY-SIX DOLLARS AND 70/100  
( 16,166.70 ) Dollars, the cumulative amount

of EXACTLY FIFTY THOUSAND FOUR HUNDRED THIRTEEN DOLLARS AND 00/100  
( 50,413.00 ) Dollars being the entire amount due as of this date, the receipt whereof is hereby acknowledged.  
do hereby waive and release any and every lien and claim including bond claims on said above described  
building and premises on account of labor or materials furnished by Vilano Electric Inc  
by the undersigned for said building or premises, through 10/25/2020 , with the exception of retention  
withheld to date

of FIVE THOUSAND FORTY-ONE DOLLARS AND 30/100  
( 5,041.30 ) Dollars.

GIVEN UNDER OUR HAND AND SEAL THIS 10 DAY OF NOV 2020

SIGNED BY: \_\_\_\_\_  
(Owner/Agent)

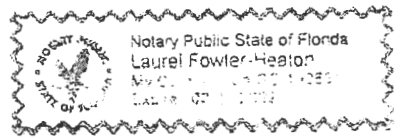
STATE OF: FLORIDA

COUNTY OF: DUNEDIN

SUBSCRIBED AND SWORN BEFORE ME THIS 10 DAY OF NOV 2020

My Commission Expires 12-31-2022

Please Note: Refer to application form for clarification of the amounts to be filled out on this form.



CB18-291

**WAIVER AND RELEASE OF LIEN  
UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the final payment in the amount of \$10.00, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to DAVIS QUALITY MASONRY, LLC on the job of BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY to the following described property:

FIRESTATION

96262 CHESTER ROAD

Yulee, FL

DATED September 29, 2020



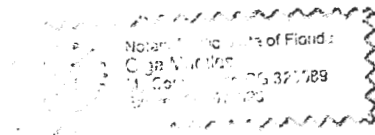
Ms. Amany Salmon  
Herc Rentals Inc.  
27500 Riverview Center Blvd  
Bonita Springs, FL 34134  
Telephone: (877) 953-8778

The foregoing instrument was acknowledged before me his 29TH day of September, 2020, by Ms. Amany Salmon, Risk Mngmnt Specialist, on behalf of Herc Rentals Inc. .

Signature



(Seal)



Reference No.: 2925422::1 - FIRESTATION CR8 \$2,544.43

C518-291



**WAIVER AND RELEASE OF LIEN  
FOR PROGRESS PAYMENT**

90010667-70

The undersigned lienor, in consideration of the sum of \$10.00, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through 10-31-2020 to DNS CONTRACTING LLC, for the following described property :

96262 CHESTER RD YULEE FLORIDA FIRE STATION 71 PARCEL 44-3N-28-0000-0001-0530 IN OR 1870 1619 PUBLIC RECORDS NASSAU COUNTY FLORIDA.

This waiver and release does not cover any retention or labor, services or materials furnished after the date specified above.

DATED on DECEMBER 9, 2020

Lienor's Name: TITAN FLORIDA LLC  
fka TARMAC AMERICA LLC  
455 FAIRWAY DR SUITE 200  
Deerfield Beach, FL 33441

By: [Signature]  
Printed Name: Laura Marino  
Title: Regional Credit Manager

STATE OF FLORIDA  
COUNTY OF BROWARD

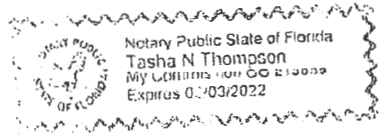
Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 9 day of DECEMBER, 2020 by Laura Marino (name of person making statement).

\_\_\_\_\_  
Signature of Notary Public - State of Florida

\_\_\_\_\_  
Print, type or stamp name of notary public

Personally Known OR  Produced Identification

Type of Identification Produced \_\_\_\_\_



C218-2911

### WAIVER AND RELEASE OF LIEN

The undersigned lienor, in consideration of the progress payment in the amount of \$ 10.00 waives and releases its lien and right to claim a lien for labor, services or material furnished through 10/30/20 to DNS Contracting on the job of BOCC of Nassau County to the following described property:

**Project Name:** Firestation #71  
96262 Chester Road  
Yulee, FL 32097 Nassau County

This waiver, together with all previous waivers, if any, does cover all amounts due to me/us for Contract improvement provided through the date shown above but does not cover any retention of labor, services, or materials furnished after the date specified.

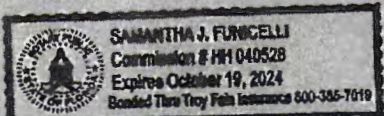
Dated on December 8, 2020

Lienor Name: Denali Materials, Inc  
Address: PO Box 1498  
City, State, Zip: Live Oak, FL 32064  
By: Emma Hare  
Printed Name: Emma Hare

State of Florida, County of Suwannee  
The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of December 2020, by Emma Hare, who is personally known to me or who has produced \_\_\_\_\_ identification.

Samantha J. Funicelli # HH040528  
Notary Public Commission

Samantha Funicelli  
Notary Name Typed or Printed



*Note: This is a statutory form prescribed by Section 713.2, Florida Statutes (1996) Effective October 1, 1996, a person may not require a lienor to furnish a waiver of release of lien that is different from the statutory form.*



C618-291

### WAIVER AND RELEASE OF LIEN

The undersigned lienor, in consideration of the progress payment in the amount of \$ 10.00 waives and releases its lien and right to claim a lien for labor, services or material furnished through 10/30/20 to DNS Contracting on the job of BOCC of Nassau County to the following described property:

**Project Name:** Firestation #71  
96262 Chester Road  
Yulee, FL 32097 Nassau County

This waiver, together with all previous waivers, if any, does cover all amounts due to me/us for Contract improvement provided through the date shown above but does not cover any retention of labor, services, or materials furnished after the date specified.

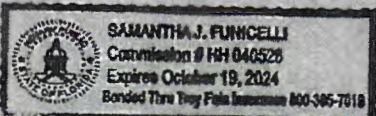
Dated on December 8, 2020

Lienor Name: Beaver Bulk, Inc.  
Address: PO Box 417  
City, State, Zip: Live Oak, FL 32064  
By: *Emma Hare*  
Printed Name: Emma Hare

State of Florida, County of Suwannee  
The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of December 2020, by Emma Hare, who is personally known to me or who has produced \_\_\_\_\_ identification.

*Samantha J. Funicelli*      # HH 040528  
Notary Public                      Commission

Samantha Funicelli  
Notary Name Typed or Printed



*Note: This is a statutory form prescribed by Section 713.2, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver of release of lien that is different from the statutory form.*

Cb18-291

PROGRESSIVE AIR & MECHANICAL, INC.  
6950 PHILIPS HIGHWAY, SUITE 35  
JACKSONVILLE, FL 32216  
904-346-1775

WAIVER AND RELEASE OF LIEN

The undersigned lienor, in consideration of the progress payment in the amount of \$10,00 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished thru 11/25/2020 to PROGRESSIVE AIR & MECHANICAL, INC. on the job of BOCC OF NASSAU COUNTY for the following described property:

FIRESTATION 71  
96262 CHESTER ROAD  
YULEE, FL 32097

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

Dated on Jan 8, 2021

Lienor's Name: HIGH REACH CO., LLC.  
1447 PICKETTVILLE ROAD  
JACKSONVILLE, FL 32220

By: Yesenia Rey  
Print Name: Yesenia Rey

STATE OF: Florida  
COUNTY OF: Seminole

SUBSCRIBED AND SWORN BEFORE ME THIS 8<sup>th</sup> DAY OF Jan, 2021

Felicia Collins  
SIGNATURE OF NOTARY



FELICIA COLLINS  
Commission # GG 936038  
Expires December 6, 2023  
Bonded Thru Budget Notary Services

NOTE: This is a statutory form prescribed by '713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

Cb18-291

Core Construction Company, Inc.  
8375 Baymeadows Way  
Jacksonville FL 32256

# Lien Waiver

To Whom It May Concern:

We, the undersigned **Progressive Air & Mechanical, Inc** having been employed by **Core Construction Company, Inc.,** to do construction work on the premises known as **Fire Station 71** do hereby affirm that we have paid all charges against us for labor and materials through **11/25/2020 PAY APPLICATION 1**

Also, we the undersigned, for and in consideration of payments of **EXACTLY THREE THOUSAND SIX HUNDRED DOLLARS AND 00/100** ( **3,600.00** ) Dollars, the cumulative amount

of **EXACTLY FOUR THOUSAND DOLLARS AND 00/100** ( **4,000.00** ) Dollars being the entire amount due as of this date, the receipt whereof is hereby acknowledged, do hereby waive and release any and every lien and claim including bond claims on said above described building and premises on account of labor or materials furnished by **Progressive Air & Mechanical, Inc** by the undersigned for said building or premises, through **11/25/2020** , with the exception of retention withheld to date

of **EXACTLY FOUR HUNDRED DOLLARS AND 00/100** ( **400.00** ) Dollars.

GIVEN UNDER OUR HAND AND SEAL THIS 8 DAY OF Jan 2021

SIGNED BY: [Signature]  
(Owner/Agent)

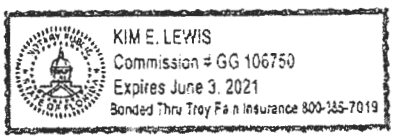
STATE OF: FL

COUNTY OF: Duval

SUBSCRIBED AND SWORN BEFORE ME THIS 8 DAY OF Jan 2021  
[Signature]

My Commission Expires \_\_\_\_\_

Please Note: Refer to application form for clarification of the amounts to be filled out on this form.



CS18-291

**WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS, AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT. UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE.**

**TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US EVERY TIME YOU PAY YOUR CONTRACTOR.**

**NOTICE TO OWNER**

**TO: BOCC of NASSAU COUNTY  
96135 Nassau Place  
Suite 1  
Yulee, FL 32097**

**Date : 10/21/2020  
Notice#70073020000256738693**

The undersigned hereby informs you that he or she has furnished or is furnishing services or materials as follows: **Building Materials** for the improvement of the real property identified as : **IN Or 187/1619 96262 Chester Road Yulee, Florida 32097**

Under an order given by: **Core Construction Company Of Jacksonville, Inc.** Florida law prescribes the serving of this notice and restricts your right to make payments under your contract in accordance with Section 713.06 Florida Statutes`

**IMPORTANT INFORMATION FOR YOUR PROTECTION**

Under Florida's laws, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payment, the people who are owed money may look to your property for payment, **EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.**  
**PROTECT YOURSELF:**

**\*RECOGNIZE** that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.

**\*LEARN** more about the Construction Lien Law, Chapter 713, Part 1, Florida Statutes, and the meaning of this notice by contacting an attorney of the Florida Department of Business and Professional Regulation.

By: *Vicky Anderson*

PRINT NAME: *Vicky Anderson*  
COMPANY: **DURHAM BUILDING MATERILS, INC.**  
ADDRESS: **5914 NORWOOD AVE  
JACKSONVILLE, FL 32208**

Copies To: Core Construction Company Of Jacksonville, Inc. Notice # 7007 3020 0002 5673 8686  
8375 Baymeadows Way  
Jacksonville, Florida 32256

C518-291

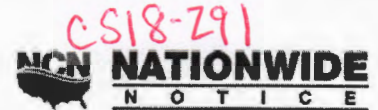
The Gray Insurance Company.  
P.O. Box 6202  
Metairie, LA 70009-6202

Notice# 7007 3020 0002 5673 8679

WO# 8091687 - FL  
Nationwide Notice  
PO Box 542165  
LW, FL 33454



9214 8901 0789 9902 2578 88



BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY  
96135 NASSAU PLACE STE 1  
YULEE, FL 32097

**REVISED**

**The Construction Notice printed on the reverse side of this document is only a notice and NOT A LIEN and is not recorded against your property.** This notice is not a reflection of the credit worthiness or financial standing of any contractor nor is it an indication of their ability or desire to pay their bills. It is merely a letter informing the owner of the property and/or general contractor that **Synergy Equipment** has supplied or will supply services, equipment and/or materials. Failure to ensure that their vendor is paid may result in a lien being placed on your property and your paying twice for the materials and/or services provided to you by the vendor listed on the opposite side of this notice. If you have paid or are about to pay your contractor, ask them for a release of lien to ensure their vendor is paid. If you have any questions about this notice, please call Nationwide Notice at (561) 228-1114.

**Notices Filed on Project:** The undersigned requests a copy of the **Notice of Completion, Notice of Cessation, Notice of Commencement** and the **Construction Lender** (*if not listed on the reverse side*) relating to the improvements of the property described on the reverse side of this document. If none is currently available, this is an ongoing request should one become available in the future. Please send a copy via fax to 561-439-6614, by email to [ento@nationwidenotice.com](mailto:ento@nationwidenotice.com) or by certified mail to Nationwide Notice, Inc. PO Box 542165, Lake Worth, FL 33454.

**Bonded Projects, Updated Owner and General/Prime Contractor Information:** The undersigned requests a copy of the payment bond or trust relating to the improvements of the property described on the reverse side of this document. If none is currently available, this is an ongoing request should one become available in the future. The undersigned also requests any updated Owner and General/Prime Contractor information including the name and address if different from the information printed on the notice. Please send a copy via fax to 561-439-6614, by email to [ento@nationwidenotice.com](mailto:ento@nationwidenotice.com) or by certified mail to Nationwide Notice, Inc. PO Box 542165, Lake Worth, FL 33454.

**Notice:** If the work being done on the property described on the reverse side of this document is for improvements to the property which were ordered by a lessee/tenant, please forward a verified copy of the **lease provision** or a copy of the recorded **Notice of Non-Responsibility** to the undersigned by fax to 561-439-6614, by email to [ento@nationwidenotice.com](mailto:ento@nationwidenotice.com) or by certified mail to Nationwide Notice, Inc. PO Box 542165, Lake Worth, FL 33454. If you fail to provide this information within 30 days, or serve a false or fraudulent copy, your interest as lessor may be subject to a construction lien in favor of the undersigned. If you require information regarding contractor payment status, please contact Synergy Equipment at the number located at the bottom of the notice.

Nationwide Notice, Inc.

**WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL. UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE. TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM: SYNERGY EQUIPMENT EVERY TIME YOU PAY YOUR CONTRACTOR.**

## NOTICE TO OWNER / NOTICE TO CONTRACTOR

9214890107899902257888  
BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY  
96135 NASSAU PLACE STE 1  
YULEE FL, 32097

**THE UNDERSIGNED HEREBY INFORMS YOU THAT HE HAS FURNISHED OR IS FURNISHING SERVICES OR MATERIALS AS FOLLOWS: RENTAL EQUIPMENT**

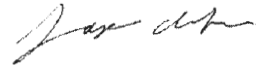
**REVISED**

**FOR THE IMPROVEMENT OF REAL PROPERTY IDENTIFIED AS:** Fire Station 71 / 96262 CHESTER RD / YULEE, FL / As recorded in the public records of NASSAU County, FL / Property Control # 44-3N-28-0000-0001-0530 NOC: Instrument # 202045008241 Public;  
**UNDER AN ORDER GIVEN BY:** DAVIS QUALITY MASONRY

Florida law prescribes the serving of the notice and restricts your right to make payments under your contract in accordance with §713.06, Florida Statutes. If this job is bonded under §713.23 Florida Statutes, §713.245 Florida Statutes, §255.05 Florida Statutes; Title 40 U.S.C. §3131 or any other form of bond, this notice is also notice of intent to make a claim against any statutory or common law bond and the firm sending this notice will look to such bond for protection and payment. The undersigned requests a copy of the payment bond and a copy of any direct contracts relating to the improvements of the aforementioned real property and agrees to pay reasonable copy costs for same.

**IMPORTANT INFORMATION FOR YOUR PROTECTION** Under Florida's laws, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien. If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, **EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.**

**PROTECT YOURSELF RECOGNIZE** that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid. **LEARN** more about the Construction Lien Law, Chapter 713, Part I, Florida Statutes, and the meaning of this notice by contacting an attorney or The Florida Department of Business and Professional Regulation.



By: Jorge Iriban

Agent For: **Synergy Equipment**  
**5801 Highway Ave., Jacksonville, FL 32254**  
**904-712-5501**  
**blayton@synergyrents.com**  
**Contact: Bobbi Layton**

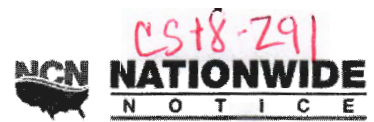
W/O: 8091687  
Job #: 1042044107  
Date: 08/21/2020  
Acct #: 6256

<u>Recipient Type</u>	<u>Tracking ##</u>	<u>Name</u>	<u>Address</u>
Misc	9214890107899923247387	NASSAU COUNTY FIRE STAT	96262 CHESTER ROAD , YULEE, FL 32097
General Contractor	9214890107899923248285	CORE CONSTRUCTION COMPA	8375 BAYMEADOWS WAY, JACKSONVILLE, FL 32256
Bond Company	9214890107899923248780	THE GRAY INSURANCE COMP	PO BOX 6202 , METAIRIE, LA 70009
Owner	9214890107899902257888	BOARD OF COUNTY COMMISS	96135 NASSAU PLACE STE , YULEE, FL 32097
Contractor		DAVIS QUALITY MASONRY	17704 NE US HIGHWAY 301 , WALDO, FL 32694

WO# 9204235 - FL  
Nationwide Notice  
PO Box 542165  
LW, FL 33454



9214 8901 0789 9922 9499 92



NASSAU COUNTY  
96135 NASSAU PLACE STE 1  
YULEE, FL 32097

**The Construction Notice printed on the reverse side of this document is only a notice and NOT A LIEN and is not recorded against your property.** This notice is not a reflection of the credit worthiness or financial standing of any contractor nor is it an indication of their ability or desire to pay their bills. It is merely a letter informing the owner of the property and/or general contractor that **Sunbelt Rentals Inc** has supplied or will supply services, equipment and/or materials. Failure to ensure that their vendor is paid may result in a lien being placed on your property and your paying twice for the materials and/or services provided to you by the vendor listed on the opposite side of this notice. If you have paid or are about to pay your contractor, ask them for a release of lien to ensure their vendor is paid. If you have any questions about this notice, please call Nationwide Notice at (561) 228-1114.

**Notices Filed on Project:** The undersigned requests a copy of the **Notice of Completion, Notice of Cessation, Notice of Commencement** and the **Construction Lender** (*if not listed on the reverse side*) relating to the improvements of the property described on the reverse side of this document. If none is currently available, this is an ongoing request should one become available in the future. Please send a copy via fax to 561-439-6614, by email to [ento@nationwidenotice.com](mailto:ento@nationwidenotice.com) or by certified mail to Nationwide Notice, Inc. PO Box 542165, Lake Worth, FL 33454.

**Bonded Projects, Updated Owner and General/Prime Contractor Information:** The undersigned requests a copy of the payment bond or trust relating to the improvements of the property described on the reverse side of this document. If none is currently available, this is an ongoing request should one become available in the future. The undersigned also requests any updated Owner and General/Prime Contractor information including the name and address if different from the information printed on the notice. Please send a copy via fax to 561-439-6614, by email to [ento@nationwidenotice.com](mailto:ento@nationwidenotice.com) or by certified mail to Nationwide Notice, Inc. PO Box 542165, Lake Worth, FL 33454.

**Notice:** If the work being done on the property described on the reverse side of this document is for improvements to the property which were ordered by a lessee/tenant, please forward a verified copy of the **lease provision** or a copy of the recorded **Notice of Non-Responsibility** to the undersigned by fax to 561-439-6614, by email to [ento@nationwidenotice.com](mailto:ento@nationwidenotice.com) or by certified mail to Nationwide Notice, Inc. PO Box 542165, Lake Worth, FL 33454. If you fail to provide this information within 30 days, or serve a false or fraudulent copy, your interest as lessor may be subject to a construction lien in favor of the undersigned. If you require information regarding contractor payment status, please contact Sunbelt Rentals Inc at the number located at the bottom of the notice.

Nationwide Notice, Inc.



**WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL. UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE. TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM: SUNBELT RENTALS INC EVERY TIME YOU PAY YOUR CONTRACTOR.**

### NOTICE TO OWNER / NOTICE TO CONTRACTOR

9214890107899922949992  
NASSAU COUNTY  
96135 NASSAU PLACE STE 1  
YULEE FL, 32097


**THE UNDERSIGNED HEREBY INFORMS YOU THAT HE HAS FURNISHED OR IS FURNISHING SERVICES OR MATERIALS AS FOLLOWS: SUPPLY RENTAL EQUIPMENT**

**FOR THE IMPROVEMENT OF REAL PROPERTY IDENTIFIED AS:** NASSAU STATION/ 30.611385, -81.621513 / YULEE, FL / As recorded in the public records of NASSAU County, FL / Property Control # 08-2N-27-0000-0002-0030/08-2N-27-0000-0002-0040 PT SEC 8-2N-27E IN OR 2286/795 BEING PARCEL 2; SALES INFO: OR BK 2286/PG795; PT SEC 8-2N-27E PT OR 2246/41 BEING PARCEL 1 Public;  
**UNDER AN ORDER GIVEN BY:** FIRST COAST ELECTRIC LLC

Florida law prescribes the serving of the notice and restricts your right to make payments under your contract in accordance with §713.06, Florida Statutes. If this job is bonded under §713.23 Florida Statutes, §713.245 Florida Statutes, §255.05 Florida Statutes; Title 40 U.S.C. §3131 or any other form of bond, this notice is also notice of intent to make a claim against any statutory or common law bond and the firm sending this notice will look to such bond for protection and payment. The undersigned requests a copy of the payment bond and a copy of any direct contracts relating to the improvements of the aforementioned real property and agrees to pay reasonable copy costs for same.

**IMPORTANT INFORMATION FOR YOUR PROTECTION** Under Florida's laws, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien. If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, **EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.**

**PROTECT YOURSELF RECOGNIZE** that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid. **LEARN** more about the Construction Lien Law, Chapter 713, Part I, Florida Statutes, and the meaning of this notice by contacting an attorney or The Florida Department of Business and Professional Regulation.

  
By: Jorge Iriban

Agent For: **Sunbelt Rentals Inc**  
**2015 Directors Row, Orlando, FL 32809**  
**407-816-1591**

W/O: 9204235  
Job #: 000109302912  
Date: 01/18/2021  
Acct #: 0621777

<u>Recipient Type</u>	<u>Tracking ##</u>	<u>Name &amp; Address</u>
General Contractor	9214890107899922949893	FIRST COAST ELECTRIC LLC PO BOX 60995 JACKSONVILLE, FL 32236
Owner	9214890107899922949992	NASSAU COUNTY 96135 NASSAU PLACE STE 1 YULEE, FL 32097
Misc	9214890107899922951490	PATRIOT RIDGE LLP 12443 SAN JOSE BLVD STE 504 JACKSONVILLE, FL 32223

CS18-291

**WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS, AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL.**

**UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE.**

**TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US (Lienor) EVERY TIME YOU PAY YOUR CONTRACTOR.**

**BOCC OF NASSAU COUNT**  
71969004024030944855 - 0944862

JANUARY 8, 2021

**NOTICE TO OWNER / NOTICE TO CONTRACTOR**

4862

To: (Owner)

BOCC OF NASSAU COUNTY  
96135 NASSAU PLACE STE 1  
YULEE FL 32097

BOCC OF NASSAU COUNTY  
96135 NASSAU PLACE STE 1  
YULEE FL 32097

The undersigned hereby informs you that he or she has furnished or is furnishing services or materials as follows:  
HVAC SHEET METAL;

for the improvements of real property identified as NASSAU COUNTY FL MORE PARTICULARLY DESCRIBED IN O.R. BOOK 2346 PAGE 682; 96262 CHESTER RD, YULEE; DESIGN AND CONSTRUCTION OF FIRE STATION 71; under an order given by PROGRESSIVE AIR & MECHANICAL.

Florida law prescribes the serving of this notice and restricts your rights to make payments under your contract in accordance with Section 713.06, Florida Statutes. In the event that the contract for improvement is bonded, pursuant to Section 255.05, 713.23, 713.245 or 337.18 Florida Statutes, Title 40 USC Section 3131, et seq., or any other form of bond, the undersigned intends to look to that bond for protection and payment. The undersigned requests a copy of the payment bond and a copy of any direct contracts pertaining to the improvements for this project and agrees to pay reasonable copy costs for such copy.

**IMPORTANT INFORMATION FOR YOUR PROTECTION**

Under Florida's laws, those who work on your property or provide materials and are not paid, have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.

**PROTECT YOURSELF:**

- RECOGNIZE that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.
- LEARN more about the Construction Lien Law, Chapter 713, Part I, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.

**COPIES TO:**

71969004024030944862  
(GEN CONTR)  
CORE CONSTRUCTION COMPANY OF JACKSONVILLE INC  
8375 BAYMEADOWS WAY  
JACKSONVILLE FL 32256

(Under an order given by)  
PROGRESSIVE AIR & MECHANICAL  
6950 PHILIPS HWY STE 35  
JACKSONVILLE FL 32216

71969004024030944855  
(BOND)  
THE GRAY INSURANCE COMPANY  
P O BOX 6202  
METAIRIE LA 700096202

By: **CHASITY BENITEZ / National Association of Credit Management of Florida, Inc.**  
Any demand made pursuant to Section 713.16, Florida Statutes, must be directed to the attention of the Lienor's representative at the address of the Lienor shown below.

Authorized Agent for Lienor:

COMMERCIAL DUCT SYSTEMS  
ATTN: HELEN SCARBOROUGH  
9707 WILLIAMS ROAD  
THONOTOSASSA FL 33592  
(Ref#: FIRE STA. #71 YULEE)

C518-291

NCS[FL(N108349OW)B11  
729 Miner Road  
Cleveland OH 44124

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USPS CERTIFIED MAIL



9214 8901 5273 7200 0014 6108 40

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Board of County Commissioners of Nassau County  
96135 Nassau PI Suite 1  
Yulee FL 32097

**ATTENTION**

Why are you receiving this notice? Please visit <http://www.ncscredit.com/notice> for more information. If you have any additional questions, please email Clare Wilson [cwilson@ncscredit.com](mailto:cwilson@ncscredit.com)

**Distribution List**

Board of County Commissioners of Nassau County  
96135 Nassau PI Suite 1  
Yulee FL 32097

CORE CONSTRUCTION COMPANY OF JACKSONVILLE  
8375 Baymeadows Way  
Jacksonville FL 32256

PROGRESSIVE AIR & MECHANICAL INC.  
6950 Phillips Highway Suite #35  
JACKSONVILLE FL 32216

CS18-291

**NOTICE TO CONTRACTOR FLORIDA STATUTES 255.05**

TO CONTRACTOR: (Via Federal Express)  
**CORE CONSTRUCTION COMPANY OF JACKSONVILLE**  
**8375 BAYMEADOWS WAY**  
**JACKSONVILLE, FL 32256**

The undersigned hereby informs you that he has furnished or is furnishing services or materials as follows:

**COMMERCIAL VENTILATION EQUIPMENT (MATERIALS)**

for the improvement of the real property identified as:

**FIRE STATION NCFS #71**  
**96262 CHESTER RD**  
**YULEE, FL 32097**

under an order given by:

**PROGRESSIVE AIR & MECHANICAL, INC.**

If there is a PAYMENT BOND, then this Notice will advise you that we intend to look to the applicable payment bond for payment of the foregoing items. Within ten (10) days of receipt of this Notice, the owner is required by Florida Statutes Section 255.05, to furnish the undersigned with a copy of any existing Performance and Payment Bond. PLEASE NOTE: THIS NOTICE IS NOT A LIEN, CLOUD, NOR ENCUMBRANCE UPON TITLE TO YOUR PROPERTY, NOR IS IT A MATTER OF PUBLIC RECORD. This Notice is a standard business procedure of the undersigned and does not adversely reflect upon the creditworthiness or other reputation of any person named herein.

**CAPTIVE-AIRE SYSTEMS, INC.**  
**4641 PARAGON PARK ROAD**  
**RALEIGH, NC 27616**  
**Contact: MR. MIKE DAY**  
**Contact Telephone: (919) 882 - 2410**

By: Colleen Kirk  
Colleen Kirk, Agent (c/o [cwilson@ncscredit.com](mailto:cwilson@ncscredit.com))

Date: JANUARY 27, 2021

File (N108349) 532859-3198978



CS18-291

**REQUEST FOR COPY OF NOTICE OF COMMENCEMENT**

Re: FIRE STATION NCFS #71  
96262 CHESTER RD  
YULEE, FL

Owner: BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY

General Contractor: CORE CONSTRUCTION COMPANY OF JACKSONVILLE

This is a request for a copy of the Notice of Commencement on the above project. Please send a copy of the recorded Notice of Commencement **together with a copy of this letter to permit us to reference the proper file.** Please forward The Notice of Commencement to:

Colleen Kirk  
NCS  
P. O. Box 24101  
Cleveland, OH 44124  
Email: [cwilson@ncscrcdit.com](mailto:cwilson@ncscrcdit.com)

If a Notice of Commencement has not been recorded or received for this project at the time of receipt of this request, please consider this an ongoing request and provide a copy of the Notice of Commencement as soon as possible after it has been recorded and/or received.

Thank you for your assistance.  
Colleen Kirk  
[cwilson@ncscrcdit.com](mailto:cwilson@ncscrcdit.com)

Date: JANUARY 27, 2021

File (N108349) 532859-3198978



**Shaw Contract Flooring Services, Inc.**  
**dba Spectra of Central Florida**  
925 Florida Central Parkway  
Longwood, FL 32750  
Phone: 407 536-2642 Fax: 407 536-2675

February 24, 2021

**To:** Board of Commissioners of Nassau County  
96135 Nassau Place, Suite 1  
Yulee, FL 32097

**By :** United States Postal Service Certified Mail  
Tracking Number : 9414811699000761648178

**Re:** NOTICE TO OWNER

**Project:** Fire Station 71- 9/8/2020  
96262 Chester Rd  
Yulee, FL 32097

Dear Sir or Madam:

Enclosed is a NOTICE TO OWNER from **Shaw Contract Flooring Services, Inc. dba Spectra of Central Florida** concerning the above captioned project, which is being sent to you pursuant to Florida statutes. This letter is not meant as a reflection on the solvency or integrity of any persons or companies involved in the improvement of the above mentioned property. It is being sent only to protect the rights of the undersigned. **DO NOT CONSIDER** this notice a lien or encumbrance against the above referenced property, nor is it a matter of public record.

Yours truly,

Bonny Russell

Accounting Coordinator  
Shaw Contract Flooring Services, Inc.  
dba Spectra of Central Florida  
925 Florida Central Parkway  
Longwood, FL 32750  
Phone: 407 536-2642 Fax: 407 536-2675

**NOTICE TO OWNER**

February 24, 2021

To : **Real Estate Owner**

**Prime Contractor**

Board of Commissioners of Nassau County  
96135 Nassau Place, Suite 1  
Yulee, FL 32097

Core Construction Services of Florida LLC  
8375 Baymeadows Way  
Jacksonville, FL 32256

**WARNING**

FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS, AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL.

UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE.

TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US EVERY TIME YOU PAY YOUR CONTRACTOR.

**NOTICE TO OWNER**

The undersigned hereby informs you that he or she has furnished or is furnishing services or materials as follows: Furnish and/or Install Flooring, for the improvement of the real property identified as Fire Station 71- 9/8/2020, 96262 Chester Rd, Yulee, FL 32097, Nassau, County under an order given by Core Construction.

Florida law prescribes the serving of this notice and restricts your right to make payments under your contract in accordance with Section 713.06, Florida Statutes.

**IMPORTANT INFORMATION FOR YOUR PROTECTION.**

Under Florida's laws, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien. If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, **EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.**

**PROTECT YOURSELF:**

--RECOGNIZE that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.

--LEARN more about the Construction Lien Law, Chapter 713, Part I, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.

Yours truly,

Bonny Russell

Accounting Coordinator  
Shaw Contract Flooring Services, Inc.  
dba Spectra of Central Florida  
925 Florida Central Parkway  
Longwood, FL 32750

WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS, AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL.

UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE.

TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US EVERY TIME YOU PAY YOUR CONTRACTOR.

## Notice To Owner / Notice To Contractor \*

To: NASSAU COUNTY BOARD OF  
COUNTY COMMISSIONERS  
96135 NASSAU PLACE  
SUITE 1  
YULEE, FL 32097

Notice #: 400708

Date: 3/2/2021

Certified #: 70203160000113498843

The undersigned hereby informs you that he or she has furnished or is furnishing services or materials as follows:

MATERIALS AND/OR LABOR

for the improvement of the real property identified as:

FIRE STATION #71

96262 CHESTER ROAD, YULEE, FLORIDA

FIRE STATION 71

PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA

NOTICE OF COMMENCEMENT AS RECORDED ON INSTRUMENT # 202045008241 IS HEREIN INCORPORATED BY THIS REFERENCE.

BOND: THE GRAY INSURANCE COMPANY

Under an order given by: CORE CONSTRUCTION COMPANY, OF JACKSONVILLE  
8375 BAYMEADOWS WAY, JACKSONVILLE, FL 32256

Florida law prescribes the serving of this Notice and restricts your right to make payments under your contract in accordance with Section 713.06, Florida Statutes.

### IMPORTANT INFORMATION FOR YOUR PROTECTION

Under Florida's laws, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.

PROTECT YOURSELF:

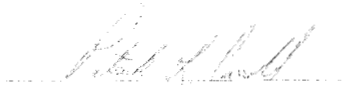
-RECOGNIZE that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.

-LEARN more about the Construction Lien Law, Chapter 713, Part I, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.

Any Demand served Pursuant to F.S. 713.16 must be served on the lienor at the address set forth below.

\*If the project is bonded under sections 713.23, 713.245, 255.05, 337.18 Florida Statutes or 40 U.S.C. this Notice shall serve as a preliminary Notice to Contractor and the firm sending this Notice will look to the bond (Surety Co.) for protection if not paid. If a payment bond exists, furnish a copy to the undersigned or provide name and address of bonding company. Failure to provide this information may render you liable for damages.

By:

  
Patrick Carroll, Vice President

Agent for: NORTHERN STAR MILLWORK LLC  
(Lienor) 108 COMMERCE STREET  
LONGWOOD, FL 32750

**Notice to Owner of Florida, Inc.**

Copies to:

I: 70203160000113498850  
THE GRAY INSURANCE COMPANY  
SURETY BOND DEPT  
PO BOX 6202  
METAIRE, LA 70009

Prepared By: NOTICE TO OWNER OF FLORIDA, INC.

"Serving the construction industry statewide for over 29 years." Visit us at [www.NTOFlorida.com](http://www.NTOFlorida.com)

378 Center Pointe Circle, Suite 1280, Altamonte Springs, Florida 32701. Phone: (407) 834-9288 (800) 723-9288

NASSAU COUNTY BOARD OF  
COUNTY COMMISSIONERS  
96135 NASSAU PLACE, SUITE 1  
YULEE, FL 32097



70203160000113498843



**Florida Notice to Owner / Notice to Contractor**

**WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS, AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL.**

**UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE.**

**TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US EVERY TIME YOU PAY YOUR CONTRACTOR.**

**TO:**

Board of County Commissioners of Nassau  
96135 Nassau Pl  
Ste 1  
Yulee, FL 32097-8635

**The undersigned hereby informs you that he or she has furnished or is furnishing services or materials as follows:**

Concrete/Masonry for the improvement of the real property identified as:

**General Description of Improvements:**

Design and construction of Fire Station 71

**Description of Property:**

IN OR 1870/1619

**Street Address:**

96262 Chester Rd Yulee, FL 32097

**under an order given by DNS Contracting LLC.**

Florida law prescribes the service of this notice and restricts your right to make payments under your contract in accordance with Section 713.06, Florida Statutes. In the event that the contract for improvement is bonded, pursuant to Section 255.05, 713.23, 713.245 or 337.18 Florida Statutes, Title 40 USC Section 3131, et seq., or any other form of bond, the undersigned intends to look to that bond for protection and payment.

**The undersigned requests a copy of the payment bond and a copy of any direct contract pertaining to the improvements for this project and agrees to pay reasonable copy costs for such copy.**

**IMPORTANT INFORMATION FOR YOUR PROTECTION**

Under Florida's laws, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction legally required payments, the people who are owed money may look to your property for payment, **EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.**

**PROTECT YOURSELF**

**- RECOGNIZE**

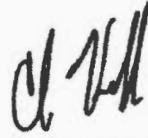
that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.

**- LEARN**

more about Construction Lien Law, Chapter 713, Part I, Florida Statutes, and the meaning of



this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.



Chris Huff / Authorized Agent For:

Argos USA LLC  
3015 Windward Plaza, Suite 300  
Alpharetta, GA 30005-8713

**Copies to:**

**Contractor :**  
DNS Contracting LLC  
1517 Faye Rd  
Jacksonville, FL 32218-2223

**Owner :**  
Board of County Commissioners of  
Nassau  
96135 Nassau Pl  
Ste 1  
Yulee, FL 32097-8635

**General Contractor :**  
Core Construction Co of Jacksonville  
Inc  
8375 Baymeadows Way  
Jacksonville, FL 32256-1233

**Surety :**  
The Gray Insurance Co  
PO Box 6202  
Metairie, LA 70009-6202

**Questions regarding this statutory notice may be directed to:**

Argos USA LLC  
Sonya Alderman  
salderman@argos-us.com  
407-253-3070



CM 2729

CS-18-291

**WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS, AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL.**

**UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE.**

**TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US (Lienor) EVERY TIME YOU PAY YOUR CONTRACTOR.**

9489009206017002640487  
9489009206017002640487 - 2640500

APRIL 29, 2021

**NOTICE TO OWNER / NOTICE TO CONTRACTOR**

To: (Owner)

9489009206017002640487  
NASSAU COUNTY BOCC  
96135 NASSAU PLACE STE 1  
YULEE FL 32097

The undersigned hereby informs you that he or she has furnished or is furnishing services or materials as follows:  
ASPHALT, CONCRETE, HOT MIX AND/OR PAVING AND RELATED MATERIALS AND SERVICES

for the improvements of real property identified as 96262 CHESTER ROAD, YULEE, FLORIDA, "DESIGN AND CONSTRUCTION OF FIRE STATION 71", PARCEL NUMBER 44-3N-28-0000-0001-0530, AND BEING MORE PARTICULARLY DESCRIBED IN NOTICE OF COMMENCEMENT RECORDED IN OR BOOK 2346 PAGE 682 PUBLIC RECORDS NASSAU COUNTY, FLORIDA. NOC EXPIRES ON 03/12/21. BOND NUMBER GS59300022.

under an order given by ALL PRO ASPHALT.

Florida law prescribes the serving of this notice and restricts your rights to make payments under your contract in accordance with Section 713.06, Florida Statutes. In the event that the contract for improvement is bonded, pursuant to Section 255.05, 713.23, 713.245 or 337.18 Florida Statutes, Title 40 USC Section 3131, et seq., or any other form of bond, the undersigned intends to look to that bond for protection and payment. The undersigned requests a copy of the payment bond and a copy of any direct contracts pertaining to the improvements for this project and agrees to pay reasonable copy costs for such copy.

**IMPORTANT INFORMATION FOR YOUR PROTECTION**

Under Florida's laws, those who work on your property or provide materials and are not paid, have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.

**PROTECT YOURSELF:**

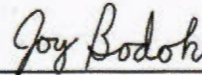
- RECOGNIZE that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.
- LEARN more about the Construction Lien Law, Chapter 713, Part I, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.

**COPIES TO:**

9489009206017002640500  
(GEN CONTR)  
CORE CONST CO OF JACKSONVILLE INC  
8375 BAYMEADOWS WAY  
JACKSONVILLE FL 32256

(Under an order given by)  
ALL PRO ASPHALT  
PO BOX 43669  
JACKSONVILLE FL 32203

9489009206017002640494  
(BOND)  
THE GRAY INSURANCE CO  
PO BOX 6202  
METAIRIE LA 70009-6202



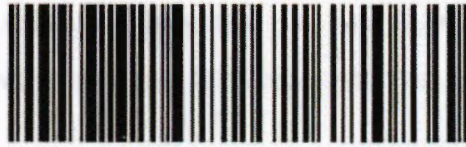
By: **JOY BODOH / ZoomLien (813)289-8894**  
Any demand made pursuant to Section 713.16, Florida Statutes, must be directed to the attention of the Lienor's representative at the address of the Lienor shown below.

As Authorized Agent for Lienor:

PREFERRED MATERIALS INC - ASPHALT  
ATTN: CREDIT AND COLLECTIONS DEPT  
4636 SCARBOROUGH DR  
LUTZ FL 33559  
(Ref#: 7289-218486-032321)

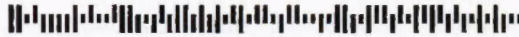
PREFERRED MATERIALS INC - ASPHAL  
ATTN: CREDIT AND COLLECTIONS DE  
4636 SCARBOROUGH DR  
LUTZ FL 33559

USPS CERTIFIED MAIL



9489 0092 0601 7002 6404 87

(Ref:7289-218486-032321)



NASSAU COUNTY BOCC  
96135 NASSAU PLACE STE 1  
YULEE FL 32097

## WHAT IS A NOTICE TO OWNER ?

You have just received a Notice to Owner from ZoomLien. Perhaps you are asking these questions... what is a Notice to Owner, and why was I sent this document? Those are good questions. This short summary will attempt to answer them.

Florida Law prescribes that anyone who supplies labor, services or material to your contractor on your construction job must send you a Notice to Owner. **THE NOTICE TO OWNER IS NOT A LIEN ON YOUR PROPERTY.** It **DOES NOT** mean that your contractor has failed to pay the company who has given this notice. It merely informs you that the company identified in the Notice to Owner is on your job and gives you a general description of the type of materials they are supplying or the type of work that they will be performing.

Before paying your contractor, you must make sure that the person who has given this Notice to Owner has been paid by the contractor. You do this by obtaining a Lien Waiver, through your Contractor, from the person identified in the Notice to Owner (Lienor's Name and address).

If you have a construction lender and the lender is paying the contractor directly, the lender is responsible for getting the necessary lien waivers. You may wish to check with your lender to verify that they will be managing these documents in connection with each payment to the contractor.

This is a very general description of the owner's obligation under the Construction Lien Law. For further information on managing your construction project, please go to:

[www.BuildLienFreeFlorida.com](http://www.BuildLienFreeFlorida.com)

**WARNING TO OWNER: FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS, AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL.**

**UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOU'RE PAYING TWICE. TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US EVERY TIME YOU PAY YOUR CONTRACTOR.**

**NOTICE TO OWNER/ NOTICE TO CONTRACTOR**

Date: 5/10/2021

Owner:  
BOCC of Nassau County  
961135 Nassau Place, Suite 1  
Yulee, FL 32097

GC:  
Core Construction Company of Jacksonville, INC.  
8375 Baymeadows Way  
Jacksonville, FL 32256

The undersigned hereby informs you that All Pro Asphalt has furnished or is furnishing services or materials as follows:  
Asphalt Paving, Striping, Signage and Labor  
For the improvement of real property identified as: "Fire Station #71" 96262 Chester Rd Yulee, FL 32097  
Notice of Commencement: 202045008241 BK:2346 PG:682 Nassau County  
Bond: Yes  
Under an order given by: DNS Contracting

Florida Law prescribes the serving of this notice and restricts your right to make payments under your contract in accordance with Section 713.06 and 255.05 Florida Statutes. The undersigned requests a copy of the direct contract(s) and any payment bond for this project and agrees to pay reasonable copy costs for such copy. If there is a PAYMENT BOND, then this notice will advise you that we intend to look to the applicable payment bond for payment of forgoing items. Within ten (10) days of receipt of this notice, you are required by Florida Statute Section 713.23 and 255.05 to furnish notice of the existence of such payment bond and a copy of said bond. PLEASE NOTE: THIS IS NOT A LIEN, CLOUD, NOR ENCUMBRANCE UPON TITLE TO YOUR PROPERTY, NOR IS IT A MATTER OF PUBLIC RECORD. This notice is a standard business procedure of the undersigned firm and does not adversely reflect upon the credit-worthiness or other reputation of any person named herein. Request for sworn statement of Account must be addressed to: All Pro Asphalt

**IMPORTANT INFORMATION FOR YOUR PROTECTION**

Under Florida's laws, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, **EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.**

**PROTECT YOURSELF:**

**RECOGNIZE** that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.

**LEARN** more about the Construction Lien Law, Chapter 713, Part 1, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.

Sincerely,  
All Pro Asphalt  
P.O. Box 43669  
Jacksonville, Florida 32203-3669

Copies:  
The Gray Insurance Company PO box 6202 Metairie, LA 70009-6202  
DNS Contracting 1517 Faye Rd Jacksonville, FL 32218

CS-18-291

cm2729

WO# 9542392 - FL  
Nationwide Notice  
PO Box 542165  
LW, FL 33454



9214 8901 0789 9939 7556 92



BOCC OF NASSAU COUNTY  
96135 NASSAU PLACE STE 1  
YULEE, FL 32097

**The Construction Notice printed on the reverse side of this document is only a notice and NOT A LIEN and is not recorded against your property.** This notice is not a reflection of the credit worthiness or financial standing of any contractor nor is it an indication of their ability or desire to pay their bills. It is merely a letter informing the owner of the property and/or general contractor that **Synergy Equipment** has supplied or will supply services, equipment and/or materials. Failure to ensure that their vendor is paid may result in a lien being placed on your property and your paying twice for the materials and/or services provided to you by the vendor listed on the opposite side of this notice. If you have paid or are about to pay your contractor, ask them for a release of lien to ensure their vendor is paid. If you have any questions about this notice, please call Nationwide Notice at (561) 228-1114.

**Notices Filed on Project:** The undersigned requests a copy of the **Notice of Completion, Notice of Cessation, Notice of Commencement** and the **Construction Lender** (*if not listed on the reverse side*) relating to the improvements of the property described on the reverse side of this document. If none is currently available, this is an ongoing request should one become available in the future. Please send a copy via fax to 561-439-6614, by email to [ento@nationwidenotice.com](mailto:ento@nationwidenotice.com) or by certified mail to Nationwide Notice, Inc. PO Box 542165, Lake Worth, FL 33454.

**Bonded Projects, Updated Owner and General/Prime Contractor Information:** The undersigned requests a copy of the payment bond or trust relating to the improvements of the property described on the reverse side of this document. If none is currently available, this is an ongoing request should one become available in the future. The undersigned also requests any updated Owner and General/Prime Contractor information including the name and address if different from the information printed on the notice. Please send a copy via fax to 561-439-6614, by email to [ento@nationwidenotice.com](mailto:ento@nationwidenotice.com) or by certified mail to Nationwide Notice, Inc. PO Box 542165, Lake Worth, FL 33454.

**Notice:** If the work being done on the property described on the reverse side of this document is for improvements to the property which were ordered by a lessee/tenant, please forward a verified copy of the **lease provision** or a copy of the recorded **Notice of Non-Responsibility** to the undersigned by fax to 561-439-6614, by email to [ento@nationwidenotice.com](mailto:ento@nationwidenotice.com) or by certified mail to Nationwide Notice, Inc. PO Box 542165, Lake Worth, FL 33454. If you fail to provide this information within 30 days, or serve a false or fraudulent copy, your interest as lessor may be subject to a construction lien in favor of the undersigned. If you require information regarding contractor payment status, please contact Synergy Equipment at the number located at the bottom of the notice.

Nationwide Notice, Inc.

**WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL. UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE. TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM: SYNERGY EQUIPMENT EVERY TIME YOU PAY YOUR CONTRACTOR.**

### NOTICE TO OWNER / NOTICE TO CONTRACTOR

9214890107899939755692  
BOCC OF NASSAU COUNTY  
96135 NASSAU PLACE STE 1  
YULEE FL, 32097

**THE UNDERSIGNED HEREBY INFORMS YOU THAT HE HAS FURNISHED OR IS FURNISHING SERVICES OR MATERIALS AS FOLLOWS: RENTAL EQUIPMENT**

**FOR THE IMPROVEMENT OF REAL PROPERTY IDENTIFIED AS:** Fire Station/ 96262 CHESTER RD / YULEE, FL / As recorded in the public records of NASSAU County, FL / Property Control # 44-3N-28-0000-0001-0530 IN OR 1870/1619 Public;

**UNDER AN ORDER GIVEN BY:** DUNCAN CUSTOM INTERIORS

Florida law prescribes the serving of the notice and restricts your right to make payments under your contract in accordance with §713.06, Florida Statutes. If this job is bonded under §713.23 Florida Statutes, §713.245 Florida Statutes, §255.05 Florida Statutes; Title 40 U.S.C. §3131 or any other form of bond, this notice is also notice of intent to make a claim against any statutory or common law bond and the firm sending this notice will look to such bond for protection and payment. The undersigned requests a copy of the payment bond and a copy of any direct contracts relating to the improvements of the aforementioned real property and agrees to pay reasonable copy costs for same.

**IMPORTANT INFORMATION FOR YOUR PROTECTION** Under Florida's laws, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien. If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, **EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.**

**PROTECT YOURSELF RECOGNIZE** that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid. **LEARN** more about the Construction Lien Law, Chapter 713, Part I, Florida Statutes, and the meaning of this notice by contacting an attorney or The Florida Department of Business and Professional Regulation.



By: Jorge Iriban

Agent For: **Synergy Equipment**  
**5801 Highway Ave., Jacksonville, FL 32254**  
**904-712-5501**  
**blayton@synergyrents.com**  
**Contact: Bobbi Layton**

W/O: 9542392  
Job #: 1042156540  
Date: 05/20/2021  
Acct #: 13461

<u>Recipient Type</u>	<u>Tracking ##</u>	<u>Name</u>	<u>Address</u>
Owner	9214890107899939755692	BOCC OF NASSAU COUNTY	96135 NASSAU PLACE STE , YULEE, FL 32097
General Contractor	9214890107899939756392	CORE CONSTRUCTION COMPA	8375 BAYMEADOWS WAY, JACKSONVILLE, FL 32256
Bond Company	9214890107899939756699	THE GRAY INSURANCE COMP	PO BOX 6202, METAIRIE, LA 70009
Contractor		DUNCAN CUSTOM INTERIORS	10980 CRICHTON COURT, JACKSONVILLE, FL 32221

CS-18-291

**WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS, AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL. UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOU PAYING TWICE. TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US EVERY TIME YOU PAY YOUR CONTRACTOR.**

**NOTICE TO OWNER / NOTICE TO CONTRACTOR**

Date: **June 28, 2021**

To: **Board of County Commissioners of Nassau County (Fee Simple) Certified # 7020 1810 0000 5038 6948**  
**96135 Nassau Place Ste 1**  
**Yulee, FL 32097**

The undersigned hereby informs you that he or she has furnished Rental Equipment for the improvement of the real property identified as: **NASSAU COUNTY FIRE STATION 71, 96262 CHESTER ROAD YULEE, FLORIDA. CONTRACT NUMBER CM2729 AND AS BEING MORE PARTICULARLY DESCRIBED IN NOTICE OF COMMENCEMENT RECORDED IN OR BOOK 2346 PAGE 682 PUBLIC RECORDS NASSAU COUNTY, FLORIDA. NOC EXPIRES ON 03/12/21 AND FURTHER DESCRIBED IN BOND RECORDED IN OR BOOK 2315 PAGE 633 AND 630 PUBLIC RECORDS NASSAU COUNTY FLORIDA. BOND NUMBER GS59300022.**

Under an order given by: **Progressive Air & Mechanical Inc, 6950 Philips Highway Suite 35, Jacksonville FL 32216**

*Florida law prescribes the serving of this notice and restricts your right to make payments under your contract in accordance with Section 713.06, Florida Statutes.*

**BONDED PROJECTS:** In the event that the contract for improvements is bonded pursuant to Section 713.23, Florida Statutes, Section 255.05, Florida Statutes, Title 40, U.S.C. Section 270, or any other form of bond, the undersigned intends to look for protection and payment. **THE UNDERSIGNED HEREBY REQUESTS A COPY OF THE PAYMENT BOND PERTAINING TO THE IMPROVEMENTS FOR THIS PROJECT AND AGREES TO PAY REASONABLE COPY COSTS FOR SAME.**

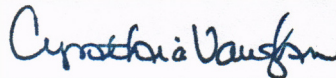
**IMPORTANT INFORMATION FOR YOUR PROTECTION**

Under Florida's laws, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, **EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. PROTECT YOURSELF:**

--RECOGNIZE that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.

--LEARN more about the Construction Lien Law, Chapter 713, Part I, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.

By: 

Cynthia Vaughn

Ref # 16858 - 400039562

Firm: High Reach Co., LLC

Address: 1447 Pickettville Road, Jacksonville FL 32220

Phone: 321-275-2100

Copies to: **Core Construction C. of Jacksonville, Inc (General Contractor)**  
**The Gray Insurance Company (Surety)**

**# 7020 1810 0000 5038 6955**  
**# 7020 1810 0000 5038 6962**