

**CONTRACT FOR NASSAU COUNTY DETENTION CENTER ATTIC INSULATION REHAB**

THIS CONTRACT entered into this 15th day of July, 2020, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **ADVANCED INSULATION, LLC**, located at 111 N. Main Street, Bunnell, FL 32110, hereinafter referred to as "Vendor".

WHEREAS, the Board of County Commissioners of Nassau County, Florida received sealed bids for Nassau County Detention Center Attic Insulation Rehab, Bid No. NC20-004, on March 18, 2020 at 4:00 p.m.; and

WHEREAS, the Facilities Maintenance Department determined that Advanced Insulation, LLC was the lowest, most responsive and responsible bidder for the bid items as set forth in Attachment "B"; and

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

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

The County does hereby retain the Vendor to furnish goods/services as further described in the Technical Specifications/Scope of Work and all applicable issued Addenda attached hereto as Attachment "A" and made a part hereof. This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work.

**SECTION 2. Receiving/Payment/Invoicing**

**No payment will be made for goods/services ordered without proper county authorization and approval.** The County shall pay the vendor within forty-five (45) calendar days of receipt of invoice, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act. (Florida Statutes Section 218.70). Payment shall not be made until goods/services have been received, inspected and accepted by the County in the quality and quantity ordered. Payment will be accomplished by submission of an invoice, with the Contract number referenced thereon and mailed to the address provided by the Facilities Maintenance Department. Payment in advance of receipt of goods/services by the County cannot be made.

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

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

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

**SECTION 4. Inspection/Acceptance Title**

Inspection and acceptance will be at destination unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the Vendor until accepted by the Facilities Maintenance Department, unless loss or damage results from negligence by the County or its Facilities Maintenance Department.

**SECTION 5. Firm Prices**

Prices for goods/services covered in the specifications shall remain firm for the period of this Contract. No additional fees or charges shall be accepted.

**SECTION 6. Fund Availability**

This Contract is deemed effective only to the extent that appropriations are available. Pursuant to Florida Statutes all appropriations lapse at the end of the Fiscal Year. Multi-year awards shall be adequately funded but the County reserves the right not to appropriate for an ongoing procurement if it is deemed in its best interest.

**SECTION 7. Permits/Licenses/Fees**

Any permits, licenses or fees required for the goods/services will be the responsibility of the Vendor unless otherwise stated.

**SECTION 8. Taxes**

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

**SECTION 9. Laws Governing this Contract**

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

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

**SECTION 10. Changes**

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

**SECTION 11. Modifications**

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

**SECTION 12. Assignment & Subcontracting**

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

**SECTION 13. Severability**

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

**SECTION 14. Termination for Default**

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

**SECTION 15. Termination for Convenience**

The County reserves the right to terminate the Contract in whole or part by giving the vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination from the County, the Vendor shall only provide those services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Vendor.

**SECTION 16. Force Majeure**

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

**SECTION 17. Access and Audits**

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

**SECTION 18. Vendor Responsibilities**

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

**SECTION 19. Public Emergencies**

The Vendor shall agree before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a "First Priority" for goods/services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. The Vendor agrees to rent/sell/lease all goods/services to the county or governmental entities on a "first priority" basis. The County expects to pay a fair and reasonable price for all goods/services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

**SECTION 20. Period of Contract/Option to Extend or Renew**

This Contract shall begin on the date of execution and terminate upon completion of project. Project to be completed within 75 days upon receipt of purchase order per the attached Bid Price Sheet attached hereto as Attachment "B". The performance period of this Contract may be extended upon mutual Contract between the Vendor and the County with no change in terms or conditions. Any Contract or amendment to the Contract shall be subject to fund availability and mutual written agreement between the County and the Vendor.

**SECTION 21. Probationary Period**



The first ninety (90) days of this Contract are to be considered a “probationary” period. At the County’s election, this Contract may be terminated, based on the performance of the Vendor, and a new award be granted without another formal bid.

**SECTION 22. Escalation Clause**

Ninety (90) days prior to the end of the contract term, the Vendor may request in writing an increase in an individual item unit cost. Consideration of price increases at each renewal period will be given provided such escalations are reasonable and acceptable to the County. It is also expected that de-escalation of prices will be extended to the County if market so reflects. The County will consider a price adjustment based on the latest Consumer Price Index and/or proof of a manufacturer’s price increase. Any and all proposed increases are subject to approval by the County.

**SECTION 23. Supervision**

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

**SECTION 24. Indemnification and Insurance**

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

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

The vendor shall, and at its sole expense, agree to maintain in full force and effect at all times during the life of this contract, insurance coverage’s, limits, including endorsements, as described in the General Information and Insurance Requirements, attached hereto as Exhibit ”1”. The requirements contained

herein, as well as the County's review or acceptance of insurance maintained by the Vendor is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Vendor under the Contract.

**SECTION 25. Performance and Payment Bonds**

The Vendor, within ten (10) calendar days of contract execution, must provide an acceptable Performance Bond and Payment Bond (attached hereto as Exhibit "2"), each in the amount of one hundred percent (100%) of the Contract, with a corporate surety approved by the County, for the faithful performance of the work outlined in Attachment "A" – Technical specifications/Scope of Work.

**SECTION 26. Dispute Resolution**

The County may utilize this section, at their discretion, as to disputes regarding contract interpretation. The County may send a written communication to the Vendor by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth the County's interpretation of the contract. A response shall be provided in the same manner prior to the initial meeting with the County Manager. This initial meeting shall take place no more than twenty (20) days from the written notification of the dispute addressed to the Vendor. The Vendor should have a representative, at the meeting that can render a decision on behalf of the Vendor.

If there is no satisfactory resolution as to the interpretation of the contract, the dispute may be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Vendor. Vendor shall not stop work during the pendency of mediation or dispute resolution.

**SECTION 27. 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 28. REQUEST FOR RECORDS; NONCOMPLIANCE**

A request to inspect or copy public records relating to a public agency's contract for goods/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.

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.

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

#### **SECTION 29. CIVIL ACTION**

If a civil action is filed against a vendor to compel production of public records relating to a public agency's contract for goods/services, the court shall assess and award against the vendor the reasonable costs of enforcement, including reasonable attorney fees if:

- (a) The court determines that the vendor unlawfully refused to comply with the public records request within a reasonable time; and
- (b) At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the vendor has not complied with the request, the public agency and to the vendor.

A notice complies with subparagraph (b), if it is sent to the public agency's custodian of public records and to the vendor at the vendor's address listed on its contract with the public agency or to the vendor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A vendor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

**SECTION 30. Disclosure of Litigation, Investigations, Arbitration or Administrative Decisions**

The Vendor, during the term of this Contract, or any extension, has a continual duty to properly disclose to the County Procurement/Contract Manager, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Vendor. If the existence of the proceeding causes the County concerns that the Vendor's ability or willingness to perform this contract is jeopardized, the Vendor may be required to provide the County with reasonable written assurance to demonstrate the Vendor can perform the terms and conditions of the contract.

**SECTION 31. Entire Agreement**

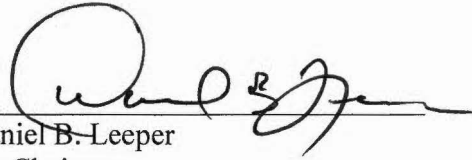
The written terms and provisions of this contract shall supersede all prior verbal statements of any official or other representative of the County. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract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

(SIGNATURES CONTINUE ON NEXT PAGE)



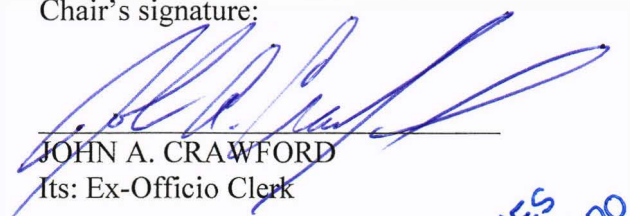
IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on this day and year first above written.

**BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA**



Daniel B. Leeper  
Its: Chairman

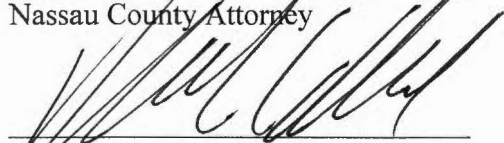
Attest as to authenticity of the  
Chair's signature:



JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

MES  
07.15.20

Approved as to form and legality by the  
Nassau County Attorney



MICHAEL S. MULLIN

(SIGNATURES CONTINUE ON NEXT PAGE)

**ADVANCED INSULATION, LLC**

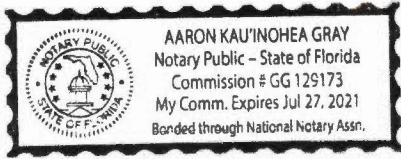
By: *[Signature]*  
Its: Branch Manager  
Date: 6/30/2020

State of: Florida  
County of: St. Johns

Sworn to (or affirmed) and subscribed before me by means of X physical presence or \_\_\_ online notarization, this 30th day of June, 2020.

Personally known X or Produced Identification \_\_\_\_\_

(Specify type of Identification)



*Aaron Kau'inohea Gray*  
Notary Public

July 27, 2021  
My commission expires

## ATTACHMENT "A" TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

### **General Conditions**

Vendor to provide pricing to include all materials and labor to perform removal of existing vinyl backed insulation from Housing area roof and stem walls in attic space and replace with 4" closed cell foam with DC-315 Thermal Barrier.

- Vendor shall cover all existing equipment, piping, ductwork, etc. in attic to prevent contamination from debris and from foam and coatings.
- Vendor shall remove all existing vinyl backed fiberglass insulation on roof and stem walls in housing attic.
- Vendor shall provide dumpsters to dispose of debris including the cost for any dumping required.
- Vendor may bag in contractor type heavy mil thickness bags all debris and then remove it from the building by means of the open corner plumbing chase closest to the Chiller Plant area using double gates as a drive through as needed to access the site for removal from building.
- Dumpster provided by vendor can be staged in parking area closest to the double gates and chiller plant area providing that they do not block off driveway area. Place across parking spots instead of across driveway.
- In addition to existing stem walls each of the open plumbing chases will also have a new stem wall installed once the removal of the existing insulation is completed that will also require vendor to insulate with 4" closed cell foam and DC-315 Thermal Barrier. This will require coordination and communication by vendor to Facilities Maintenance staff of timelines of job so stem wall vendor can be phased in to install the new stem walls prior to completion of foam insulation.
- Vendor to include in proposal any and all prep work and cleaning as required to allow foam insulation to properly adhere to surface.
- Vendor shall provide a minimum of 1 year warranty on labor and any manufacturer warranty paperwork on products used.
- Vendor is responsible for taking their own measurements and verifying condition of space for bid.
- All work shall be performed to both industry standards and OSHA Guidelines.
- All work shall be performed during normal business hours (7am to 5pm) and shall be scheduled with Facilities Maintenance and Nassau County Sheriff staff at the Detention Center to allow access for work. Every effort will be made by Nassau County to accommodate a quick process of moving Vendor to get materials or access in and out of the jail as needed. However, this is a

detention facility and requires security and safety above all else. Facilities Maintenance staff will be notified and kept updated on progress daily. Plan accordingly for some delays for security protocols.

- Vendor shall comply with all required security protocols and background checks, safety protocols as required by Sheriff's staff.
- Any removal of building materials shall not be brought through jail facility and will only be allowed to be removed through open chases to prevent debris in occupied areas.
- Any special power requirements or water requirements shall be listed in proposal.
- Inspection of work to be performed by Nassau County Facilities Maintenance staff
- Vendor shall provide 2 copies of company Material Safety Data Sheet Booklet with all Chemicals utilized to perform scope of work to Nassau County Facilities Maintenance staff.
- Vendor shall not stand or place items on existing HVAC units or duct work which may rip the insulation on these systems. Any damages caused by Vendor to existing insulation shall be repaired by Vendor at no additional cost to the County.

## **Scope of Work**

- Vendor shall cover and protect all equipment, ductwork, piping, etc. in attic space prior to commencing with the demo of the existing insulation to prevent contamination and shall maintain a clean environment at the end of each day Vendor shall remove all debris from attic space and HEPA Vacuum loose debris.
- Vendor shall remove all of the existing Vinyl backed fiberglass insulation from the Detention Center housing attic area roof and stem walls and remove from site utilizing contractor heavy mil thickness bags and utilizing open corner plumbing chases to remove from attic. Then carry to Vendor provided dumpster in parking area closest to double drive through gates and chiller plant area. Trash must be secured with Tarps and straps to prevent debris from being blown around site.
- Vendor shall clean and prepare all surfaces where foam is to be applied to ensure product will properly adhere.
- Vendor shall apply closed cell foam in a consistent manner to avoid sags and drips and ensure equal thickness of 4" on all surfaces applied to so that it has a neat and uniform look. Vendor shall then apply DC-315 Thermal Barrier to all foam surfaces to protect foam at a rate of application as recommended by manufacturer. 18 Mils Wet/ and 12 Mils dry coverage rate. All equipment shall remain covered and protected for the duration of the project.



- Vendor shall provide in proposal estimated time to complete project from start to finish with detailed info on the timeline regarding removal of existing insulation, cleaning and preparing surfaces for new foam, and application of foam, any curing times required for the foam prior to application of the DC-315 Thermal Barrier, application time for the DC-315 Thermal Barrier and full cure time on DC-315 Thermal Barrier.
- Vendor shall provide in proposal any environmental hazards or concerns to staff or occupants that may cause any areas to not be able to be occupied during the process
- Vendor shall understand that this is an occupied facility and the HVAC equipment that is in the space will need to remain functional for the duration of the project. Vendor shall notify Facilities Maintenance staff of any issues with power, water, or HVAC in the space to prevent outages in occupied spaces.
- Vendor shall provide a detailed report of findings to include before and after pictures of each area as it has the insulation removed and surfaces cleaned and prepared along with detailed description of work performed to each area. Work areas shall be defined as quadrants A, B, C and D in relation to the Pod areas below each quadrant.



**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
Contract Management Department  
96135 Nassau Place, Suite 2  
Yulee, Florida 32097  
904-530-6040

Contract No.: CM2856  
Bid/Proposal No.: NC20-004  
Grayson Hagins  
ghagins@nassaucountyfl.com

TO: All Proposers  
FROM: Grayson Hagins, Contract/Purchasing Manager  
SUBJECT: Addendum #1  
Invitation to Bid, Bid Number NC20-004  
Nassau County Detention Center Attic  
Insulation Rehab  
March 5, 2020

**REMINDER: This addendum must be acknowledged, on the Addendum Acknowledgment Form Attachment "D". Failure to comply may result in disqualification of your submittal.**

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original documents.

#### **Part 1 – Notes from Non-Mandatory Pre-Bid Meeting**

- Vendor shall provide a Tool List and update each day. Tools can be left in Attic after work hours.
- Vendor shall provide 3 sets of locks for outer gate access with one set going to Sheriff and another to Facilities Maintenance
- Background checks will be completed on all employees of the Vendor. Vendor must provide copies of driver's licenses.
- Port-a-let will be allowed and should be staged next to dumpster

#### **Part 2 – Clarifications**

N/A

#### **ATTACHMENTS:**

**Pre-Bid Agenda and Sign-In Sheets**

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**NOTE:** You are required to acknowledge receipt of this addendum on the Addendum Acknowledgment Form Attachment "D"

**End of Addendum #1**

# AGENDA

## Nassau County Detention Center Attic Insulation Rehab BID NUMBER NC20-004

### NON-MANDATORY PRE-BID CONFERENCE

Tuesday, March 3, 2020 @ 2 P.M.

James S. Page Governmental Complex  
Office of Management and Budget Conference Room  
96135 Nassau Place, Suite 2, Yulee, FL 32097

#### 1. INTRODUCTIONS

- a. County -Nassau County Board of County Commissioners
- b. Contract Management:  
Grayson Hagins, Contract/Purchasing Manager
- c. Facilities Maintenance:  
Bill Howard/Tony Lombardi/Doug Podiak
- d. Nassau County Sheriff's Office  
Capt. Deluca

Sign-In Sheets: Be sure that at least one representative from each firm that is present signs in and provide the requested contact information. Please print legibly; business cards will be accepted for additional backup for point of contact. **Copies of the sign-in sheets will be provided as part of the next addendum issued.**

#### 2. BIDDING REQUIREMENTS & BID PROPOSAL

- a. General
  - (1) Bid Due Date/Time: Wednesday, March 18, 2020 @ 4:00 p.m.
  - (2) Bid Opening Date: Thursday, March 19, 2020 @ 10:00 a.m., or soon thereafter
  - (3) Must be received at the office of John A. Crawford, Ex-Officio Clerk, Robert M. Foster Justice Center, 76347 Veterans Way, Suite 456, Yulee, FL 32097, by the date and time referenced above. The Justice Center is a secured

facility; if delivering your bid on the bid due date, please allow sufficient time for security check point. Office is located on the 2nd floor of the building.

- (4) Bid must be sealed and marked "Nassau County Detention Center Attic Insulation Rehabilitation, Bid Number NC20-004".
- (5) Bid Bond- 5% of the total amount of the bid
- (6) Performance and Payment Bonds required upon contract execution. Will need to be recorded in person at the Clerk's Office

3. PROJECT OVERVIEW (Provided by Facilities Maintenance)

**WORK DESCRIPTION**

Vendor to provide pricing to include all materials and labor to perform removal of existing vinyl backed insulation from Housing area roof and stem walls in attic space and replace with 4" closed cell foam with DC-315 Thermal Barrier

4. QUESTIONS/REQUEST FOR CLARIFICATIONS

**\*\*ALL QUESTIONS MUST BE ADDRESSED IN WRITING AND SENT TO CONTRACT MANGEMENT TO ISSUE AN ADDENDUM. NO INTERPRETATION OF THE MEANING OF THE PLANS, SPECIFICATION OR OTHER PRE-BID DOCUMENTS WILL BE MADE TO ANY BIDDER ORALLY\*\***

Contact: Grayson Hagins  
[ghagins@nassaucountyfl.com](mailto:ghagins@nassaucountyfl.com)



NASSAU COUNTY DETENTION CENTER ATTIC INSULATION REHABILITATION  
 NASSAU COUNTY, FLORIDA  
 BID NO. NC20-004

NON-MANDATORY PRE-BID MEETING  
 Tuesday, March 3, 2020 @ 2 P.M.

96135 Nassau Place, Suite 2  
 Office of Management and Budget Conference Room, Yulee, Florida 32097

STAFF SIGN IN SHEET (initial or sign-in)

SIGN IN	COMPANY NAME	COMPANY ADDRESS	PHONE/FAX	EMAIL ADDRESS
Grayson Hagins <i>Grayson Hagins</i>	Contract Management	96135 Nassau Place Yulee, FL 32097	Ph.: Fax:	
<i>Bill Howard</i>	Facilities maint.	76347 Veterans way	Ph.: 904-548-4969 Fax: 904-548-4509	bhoward@nassaucountyfl.com
<i>Paula De Leon</i>	Captain Jail	76212 Nicholas Citrus Yulee, FL 32097	Ph.: 904-583-0596 Fax:	pjdeluca@nassauso.com
<i>Bill</i>	Facilities Maint.	76212 Nicholas Citrus Rd.	Ph.: 904-753-6435 Fax: 904-548-4175	tlombardi@nassaucountyfl.com
<i>Sharon John</i>	Contract Mgmt	96135 Nassau Place Yulee FL 32097	Ph.: Fax:	
<i>Doug Podiak</i>	NASSAU County		Ph.: Fax:	d.podiak@NASSAUCOUNTYFL.COM
			Ph.: Fax:	
			Ph.: Fax:	
			Ph.: Fax:	



ATTACHMENT "B"

BID PRICE SHEET  
 NASSAU COUNTY DETENTION CENTER ATTIC INSULATION REHABILITATION  
 BID NUMBER NC20-004

Price to Demo existing vinyl backed Insulation in Housing Area attic	\$ 104,732
Cost for materials and labor to install 4" closed cell foam on roof area and stem walls of the attic and coat with DC-315 Thermal Barrier per manufacturer recommendations	\$ 269,342.55
Cost for Materials and Labor to Install 4" closed cell foam and DC-315 Thermal Barrier per manufacturer recommendations on sheet metal barrier walls blanking off outside air from plumbing chases. These will be installed after vinyl backed insulation is removed from building.	\$ INCLUDED IN LUMP SUM PRICE
Disposal of all Vinyl backed Insulation from site including dumpster rental and removal	\$ 2,500.00
Lump Sum Total	\$ 376,574.55

Included in Lump Sum Price.  
 GR  
 4/17/2020

The project shall be completed within 75 days from the date Bidder receives a Purchase Order

All Charges must be on the Bid Sheet. If not, the County will have the authority to reject those charges.

The Undersigned, as bidder, hereby declares that the only person or persons interested in the proposal as Principal(s) is, or are, named herein and that no other person that herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company, or parties making a bid or proposal, and that it is in all respect fair and in good faith, without collusion or fraud.

The Bidder further declares that he has read and examined the scope of work and informed himself fully in regard to all conditions pertaining to the Work to be done; and that he has satisfied himself fully relative to the Work to be performed.

The Bidder proposes and agrees, if this proposal is accepted, to contract with Nassau County, Florida, to furnish all necessary materials, equipment machinery, tools, apparatus, means of transportation, and labor necessary to complete the contract in full and complete in accordance with the shown, noted, described, and reasonably intended requirements of the Specifications and Contract Documents to the full satisfaction of the Contract with Nassau County, Florida, with a definite understanding that no money will be allowed for extra work except as approved by the Board of County Commissioners of Nassau County, Florida.

      2/28/2020  
SIGNATURE OF INDIVIDUAL SUBMITTING BID      DATE

Greg Russell      Branch Manager  
PRINTED NAME      TITLE

COMPANY NAME: Advanced Insulation LLC

ADDRESS: 111 N. Main St, Bunnell

CITY, STATE, ZIP: Bunnell, FL 32110

PHONE NUMBER: 904 797 3397      FAX NUMBER: 904 797 4117

EMAIL ADDRESS: greg.russell@installed.net

**EXHIBIT "1"**

**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)	\$ 50,000
Medical Expense Limit (any one person)	\$ 5,000
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:

Part One – Workers' Compensation Insurance – Unlimited

Statutory Benefits as provided in the Florida Statutes and

Part Two – 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
---------------------------------------	-------------

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.

**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	\$1,000,000
Aggregate Limit	\$1,000,000

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's insurance must be received within five (5) 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 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.

EXHIBIT "2"

**PERFORMANCE BOND**

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

---

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*):

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
(Seal)  
Contractor's Name and Corporate Seal

\_\_\_\_\_  
(Seal)  
Surety's Name and Corporate Seal

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

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Provide execution by additional parties, such as joint venturers, if necessary.*

**EJCDC No. C-610 (2007 Edition)**

**Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.**

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

If there is no Owner Default, Surety's obligation under this Bond shall arise after:

- Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
- Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
- Owner has agreed to pay the Balance of the Contract Price to:
  - Surety in accordance with the terms of the Contract; or
  - Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

- Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
- Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
- Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
- Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
  - After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
  - Deny liability in whole or in part and notify Owner citing reasons therefor.

If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

The responsibilities of Contractor for correction of defective Work and completion of the Contract;  
Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and  
Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### Definitions.

**Balance of the Contract Price:** The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

**Contract:** The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address and Telephone)*

Surety Agency or Broker:

Owner's Representative *(Engineer or other party)*:



## PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

---

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

### CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*):

### BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Contractor's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

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

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Provide execution by additional parties, such as joint venturers, if necessary.*

**EJCDC No. C-615(A) (2007 Edition)**

**Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.**

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

1. With respect to Owner, this obligation shall be null and void if Contractor:

1.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

1.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

2. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

3. Surety shall have no obligation to Claimants under this Bond until:

3.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

3.2

3.3 Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

4. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

5. Reserved.

6. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

7. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

8. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

9. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

10. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

11. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

12. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

13. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 14. Definitions

14.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

14.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

14.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address, and Telephone)*

Surety Agency or Broker:

Owner's Representative *(Engineer or other)*:

EXHIBIT "2"

### PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):**

Advanced Insulation, LLC  
111 N Main Street  
Bunnell, FL 32110

**SURETY (Name, and Address of Principal Place of Business):**

Berkley Insurance Company  
475 Steamboat Rd.  
Greenwich, CT 06830

**OWNER (Name and Address):**

Board of County Commissioners of Nassau County, Florida  
96135 Nassau Pl  
Yulee, FL 32097

**CONTRACT**

Effective Date of Agreement: July 15, 2020

Amount: (\$376,574.55) Three Hundred Seventy Six Thousand Five Hundred Seventy Four and 55/100

**Description (Name and Location):**

Nassau County Detention Center Attic Insulation Rehab

**BOND**

Bond Number: 0230624

Date (Not earlier than Effective Date of Agreement): July 28, 2020

Amount: (\$376,574.55) Three Hundred Seventy Six Thousand Five Hundred Seventy Four and 55/100

Modifications to this Bond Form: None



**CERTIFIED TRUE COPY**

*John A. Crawford*

EX-OFFICIO, Clerk of the Board of County Comm.  
Nassau County, Florida

By: *Matthew [Signature]*  
etc



Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Advanced Insulation, LLC (Seal)

Berkley Insurance Company (Seal)

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: Pamela A. Henson  
Signature

By: Pamela J. Pratt  
Signature (Attach Power of Attorney)

Pamela A. Henson  
Assistant Secretary

Pamela J. Pratt

Print Name

Print Name

Title

Attorney-In-Fact

Title

Attest: J. Miller  
Signature

Attest: Brandy Dalton  
Signature

Joseph H. Miller - Witness  
Title

Brandy Dalton, Witness  
Title

*Note: Provide execution by additional parties, such as joint venturers, if necessary.*

**EJCDC No. C-610 (2007 Edition)**

**Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.**



Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

If there is no Owner Default, Surety's obligation under this Bond shall arise after:

- Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
- Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
- Owner has agreed to pay the Balance of the Contract Price to:
  - Surety in accordance with the terms of the Contract; or
  - Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

- Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
- Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
- Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
- Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
  - After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
  - Deny liability in whole or in part and notify Owner citing reasons therefor.

If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.



After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### Definitions.

**Balance of the Contract Price:** The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

**Contract:** The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY - *(Name, Address and Telephone)*

Surety Agency or Broker: Willis Towers Watson Southeast, Inc., 26 Century Blvd., Nashville, TN 37214

Owner's Representative *(Engineer or other party)*:



POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Pamela J. Pratt of Willis Towers Watson Southeast, Inc. of Nashville, TN* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 19<sup>th</sup> day of May, 2020.

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman  
Executive Vice President & Secretary

By

Jeffrey M. Hafer  
Senior Vice President

**WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.**

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 19<sup>th</sup> day of May, 2020, by Ira S. Lederman and Jeffrey M. Hafer who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDRAKEN  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES  
APRIL 30, 2024

Maria C. Rundraken  
Notary Public, State of Connecticut

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 20<sup>th</sup> day of July, 2020.

(Seal)

Vincent P. Forte  
Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.



Please **verify the authenticity** of the instrument attached to this Power by:

Toll-Free Telephone: (800) 456-5486; or

Electronic Mail: [BSGInquiry@berkleysurety.com](mailto:BSGInquiry@berkleysurety.com)

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Any written notices, inquiries, claims or demands to the Surety on the bond attached to this Power should be directed to:

Berkley Surety  
412 Mount Kemble Ave.  
Suite 310N  
Morristown, NJ 07960  
Attention: Surety Claims Department

**Or**

Email: [BSGClaim@berkleysurety.com](mailto:BSGClaim@berkleysurety.com)

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Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please also identify the project to which the bond pertains.

Berkley Surety is a member company of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company, Berkley Regional Insurance Company and Carolina Casualty Insurance Company.

## PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):**

Advanced Insulation, LLC  
111 N. Main Street  
Bunnell, FL 32110

**SURETY (Name, and Address of Principal Place of Business):**

Berkley Insurance Company  
475 Steamboat Rd.  
Greenwich, CT 06830

**OWNER (Name and Address):**

Board of County Commissioners of Nassau County, Florida  
96135 Nassau Pl  
Yulee, FL 32097

**CONTRACT**

Effective Date of Agreement: July 15, 2020

Amount: (\$376,574.55) Three Hundred Seventy Six Thousand Five Hundred Seventy Four and 55/100

Description (Name and Location): Nassau County Detention Center Attic Insulation Rehab

**BOND**

Bond Number: 0230624

Date (Not earlier than Effective Date of Agreement): July 28, 2020

Amount: (\$376,574.55) Three Hundred Seventy Six Thousand Five Hundred Seventy Four and 55/100

Modifications to this Bond Form: None



**A CERTIFIED TRUE COPY**

*John A. Crawford*  
EX-OFFICIO, Clerk of the Board of County Comm.  
Nassau County, Florida

By: *Deanne DW*  
DK



Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Advanced Insulation, LLC (Seal)  
Contractor's Name and Corporate Seal

Berkley Insurance Company (Seal)  
Surety's Name and Corporate Seal

By: Pamela A. Henson  
Signature

By: Pamela J. Pratt  
Signature (Attach Power of Attorney)

Pamela A. Henson  
Assistant Secretary  
Print Name

Pamela J. Pratt  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Attorney-In-Fact

Attest: Joseph Miller  
Signature

Attest: Brandy Dalton  
Signature

Joseph Miller - Witness  
Title

Brandy Dalton, Witness  
Title

*Note: Provide execution by additional parties, such as joint venturers, if necessary.*

**EJCDC No. C-615(A) (2007 Edition)**  
Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

1. With respect to Owner, this obligation shall be null and void if Contractor:

1.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

1.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

2. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

3. Surety shall have no obligation to Claimants under this Bond until:

3.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

3.2

3.3 Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

4. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

5. Reserved.

6. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

7. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.



8. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

9. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

10. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

11. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

12. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

13. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 14. Definitions

14.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

14.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

14.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY -- (Name, Address, and Telephone)

Surety Agency or Broker: Willis Towers Watson Southeast, Inc., 26 Century Blvd, Nashville, TN  
Owner's Representative (Engineer or other):



POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Pamela J. Pratt of Willis Towers Watson Southeast, Inc. of Nashville, TN* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 19<sup>th</sup> day of May, 2020.

Attest:

Berkley Insurance Company

(Seal)

By

By

Ira S. Lederman  
Executive Vice President & Secretary

Jeffrey M. Hafter  
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 19<sup>th</sup> day of May, 2020, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDRAKEN  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES  
APRIL 30, 2024

Maria C. Rundraken  
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 28<sup>th</sup> day of July, 2020

(Seal)

Vincent P. Forte  
Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.



Please **verify the authenticity** of the instrument attached to this Power by:

Toll-Free Telephone: (800) 456-5486; or

Electronic Mail: [BSGInquiry@berkleysurety.com](mailto:BSGInquiry@berkleysurety.com)

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Any written notices, inquiries, claims or demands to the Surety on the bond attached to this Power should be directed to:

Berkley Surety  
412 Mount Kemble Ave.  
Suite 310N  
Morristown, NJ 07960  
Attention: Surety Claims Department

**Or**

Email: [BSGClaim@berkleysurety.com](mailto:BSGClaim@berkleysurety.com)

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Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please also identify the project to which the bond pertains.

Berkley Surety is a member company of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company, Berkley Regional Insurance Company and Carolina Casualty Insurance Company.

WO# 8992067 - FL  
Nationwide Notice  
PO Box 542165  
LW, FL 33454



9214 8901 0789 9917 2758 84



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

Re: Notice of Furnishing

Dear Sir or Madam:

Please be advised the construction notice included with this document is only a notice of furnishing (NOF). ***It is not a lien and is not recorded against your property. This NOF is not a reflection of the credit worthiness or financial standing of any contractor or subcontractor, nor is it an indication of either their ability or desire to pay their bills.*** It is merely a letter informing the owner of the property and/or General Contractor that BrandSafway Solutions, LLC. has supplied or will supply equipment and/or materials on the referenced project.

Please be aware that failure to ensure BrandSafway Solutions, LLC. has been paid may result in a lien being placed on your property. If you have paid, or are about to pay your contractor, please ask your vendor for a release of lien from BrandSafway Solutions, LLC. to confirm payment has been received. If you have any questions or concerns about the NOF, please contact Nationwide Notice or the writer at the phone numbers listed below.

Relative to any bonded projects, if not already provided, we request a copy of the payment bond relating to improvements of the referenced project be sent to both the writer and Nationwide Notice. The contact information is listed below. If for any reason the payment bond is currently unavailable, please consider this letter as an ongoing request to provide the bond as soon as possible.

If you require information regarding contractor payment status, please contact the writer.

Thank you for choosing BrandSafway Solutions, LLC.; we greatly appreciate your business.

Antonio Marshall  
Credit Department  
BrandSafway Solutions, LLC.  
2922 St Augustine Rd  
Jacksonville, FL 32207  
Office: 6142213399  
[www.brandsafway.com](http://www.brandsafway.com)

Nationwide Notice, Inc  
PO Box 542165  
Lake Worth, FL 33454  
Phone: 561-228-1114  
Fax: 561-439-6614

**BRAND SAFWAY**

**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: BRANDSAFWAY SOLUTIONS, LLC. EVERY TIME YOU PAY YOUR CONTRACTOR.**

## NOTICE TO OWNER / NOTICE TO CONTRACTOR

9214890107899917275884  
BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY  
96135 NASSAU PLACE STE 1  
YULEE FL, 32097

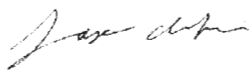
**THE UNDERSIGNED HEREBY INFORMS YOU THAT HE HAS FURNISHED OR IS FURNISHING SERVICES OR MATERIALS AS FOLLOWS: SUPPLY AND INSTALL MATERIALS WHICH MAY INCLUDE SCAFFOLD, INSULATION, FIREPROOF, PAINTING AND MISC. PARTS AND MATERIALS.**

**FOR THE IMPROVEMENT OF REAL PROPERTY IDENTIFIED AS: NASSAU COUNTY JAIL/ 76212 NICHOLAS CUTINHA RD / YULEE, FL / As recorded in the public records of NASSAU County, FL / Property Control # 08-2N-27-0000-0003-0040 Public; UNDER AN ORDER GIVEN BY: ADVANCED INSULATION - TC!**

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: **BrandSafway Solutions, LLC.**  
**2922 St Augustine Rd. Jacksonville, FL, 32207**  
**904-683-0545**  
**amarshall@brandsafway.com**  
**Contact: Antonio Marshall**

W/O: 8992067  
Job #: 00001  
Date: 12/07/2020  
Acct #: 754-261200

<u>Recipient Type</u>	<u>Tracking ##</u>	<u>Name</u>	<u>Address</u>
Owner	9214890107899917275884	BOARD OF COUNTY COMMISS	96135 NASSAU PLACE STE 1, YULEE , FL 32097
General Contractor		ADVANCED INSULATION - T	495 SOUTH HIGH STREET, COLUMBUS, OH 43215