

CONTRACT

TRACKING NO. CM3230

BOCC CONTRACT APPROVAL FORM

(Request for Contract Preparation)

GENERAL INFORMATION

Requesting Department: Facilities Maintenance

Contact Person: Evelyn Burton / Tony Lombardi

Telephone: 904-530-6125 Fax: (904)879-3751 Email: eburton@nassaucountyfl.com

CONTRACTOR INFORMATION

Name: Thomas May Construction Company

Address:	310 College Drive	Orange Park	FL	32065
		City	State	Zip
Contracto	r's Administrator Name:	Keith Ward Title: President		
Telephone	e: 904-272-4808 Fax: () Email: <u>kward@tmay.net</u>		

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS) Authorized Signatory Name: ______Keith Ward Authorized Signatory Email: ______kward@tmay.net

CONTRACT INFORMATION

Contract Name: Roof Replacement - Signal Shop
Description:Roof Replacement for the Signal Shop GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.
Total Amount of Contract: <u>\$19,923.00 + NTE \$1,000 for additional sheathing if necessary = \$20,923.00</u> APPROXIMATE IF NECESSARY
Source of Funds: County State Federal Other Account: 01073519-546000
Authorized Signatory:Taco E. Pope
IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC
Contract Dates: From: Execution to: 60 days after NTP Termination/Cancellation: 30 days
Status: 🖾 New 🗆 Renew 🖾 Amend# 🗇 WA/Task Order 🗆 Supplemental Agreement
How Procured: \Box Exemption \Box Sole Source \Box Single Source \Box ITB \Box RFP \Box RFQ \Box Coop \Box Piggyback \Box Quotes \Box Other
If Processing an Amendment:
Contract #:Increased Amount to Existing Contract:
New Contract Dates:toTotal or Amended Amount:

Continued on next page

		Review/Complete before sending contract for final signature Requirement Description Complete By					
Requirement	Description						
Contract, Exhibits andAppendices	 The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and All such documents have been read and agreed to in their entirety by originating department and staff members who have obligations under this contract. 	Dept LG					
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	Dept LG					
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	Dept LG					
Competition/Conflicts and Existing Contracts/Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	Dept LG Cnty Atty					
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	Cnty Atty					
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	Cnty Atty					
Term of Contract	Start and end dates of contract are included. Any renewals are included.	Cnty Atty					
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	Cnty Atty/Risk					
Insurance	Risk manager has or will approve insurance clauses. Levels confirmed in requirements	Dept LG					
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	Cnty Atty					
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	Cnty Atty					
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	Router					

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

	1.	Dame Ballink	9/1/2022	
		Department Head/Contract Manager	Date	
	2.	Kanaco Almas	9/1/2022	
		Procurement	Date	
DF	3.	deris locantino	9/1/2022	1
9/1/2022		Office of Mgmt & Budget	Date)/1/2022
	4.	Denise C. May	9/1/2022	
		County Attorney	Date	
		COUNTY MANAG	GER – FINAL SIGN	ATURE APPROVAL
	5.	Two E. Popy AICP	9/2/2022	

County Manager

Date

Contract No.: CM3230

CONTRACT FOR ROOF REPLACEMENT SERVICES

THIS CONTRACT entered into on 9/2/2022, by and between the

BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "County", and THOMAS MAY CONSTRUCTION COMPANY, located at 310 College Drive, Orange Park, FL 32065, hereinafter referred to as the "Vendor".

WHEREAS, the County received written quotes for roof replacement services for the Signal Shop, on August 9, 2022 at 2:00 PM; and

WHEREAS, the Director of Public Works has determined that the Vendor was the lowest, most responsive and responsible bidder. A copy of the Vendor's Quotation is attached hereto as Attachment "A" and made a part hereof; 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 and/or Materials to be Provided

The County does hereby retain the Vendor to provide the services and/or materials further described in the *Technical Specifications/Scope of Work*, a copy of which is attached hereto and incorporated herein as Attachment "B". This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work. The Vendor shall commence the work in accordance with the issuance of a written Notice to Proceed for services and/or materials issued by the County.

SECTION 2. Receiving/Payment/Invoicing

No payment will be made for services and/or materials without proper County authorization and approval. The County shall pay the Vendor within forty-five (45) calendar days of receipt and acceptance of invoice by the Director of Public Works, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act. (Florida Statutes Section 218.70). The Vendor shall also submit a copy of all invoices submitted to Public Works for payment to <u>invoices@nassaucountyfl.com</u> and <u>tconley@nassaucountyfl.com</u> Payment shall not be made until services and/or materials have been received, inspected and accepted by the County in the quantity and/or quality ordered. Payment will be accomplished by submission

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Revised 8/12/2022

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of an invoice, with the contract number referenced thereon. Payment in advance of receipt of services and/or materials 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 Services and/or Materials

Receipt of services and/or materials shall <u>not</u> constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the services and/or materials meet bid specifications and conditions. Should the quantity and/or quality 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 quantity and/or quality received. Should a representative of the County agree to accept the services and/or materials on condition that the Vendor will correct their performance within a stipulated time period, then payment will be withheld until said corrections are made.

SECTION 4. Firm Prices

Prices for services and/or materials covered in the specifications of this Contract shall remain firm for the period of this Contract pursuant to pricing as reflected in Attachment "A"; net delivered to the ordering agency, **F.O.B. DESTINATION**. No additional fees or charges shall be accepted.

SECTION 5. 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 may 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 6. Expenses

Vendor shall be responsible for all expenses incurred while performing the services under this Contract. This includes, without limitation, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to Vendor's agents, if any, hired by Vendor to complete the work under this Contract.

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SECTION 7. 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 8. 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, Florida.

SECTION 9. 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 10. 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 11. 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 12. 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 13. Termination for Default



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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 the requirements as outlined in this Contract.

SECTION 14. 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 written notice of termination from the County, the Vendor shall only provide those services and/or materials 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 15. 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 16. Access and Audits

The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the services and materials 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 17. Vendor Responsibilities

The Vendor will provide the services and materials agreed upon in a timely and professional manner in accordance with specifications referenced herein and in accordance with the *Technical Specifications/Scope of Work*.

SECTION 18. 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 services and

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materials. 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 sell all materials to and perform all services for the County or governmental entities on a "First Priority" basis. The County expects to pay a fair and reasonable price for all services and materials rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

SECTION 19. Period of Contract/Option to Extend or Renew

The performance period of this Contract shall begin upon full execution by the last party to execute this Contract and terminate in sixty (60) days after issuance of Notice to Proceed. Any extensions shall be signed and approved by both parties. Any Contract or amendment to the Contract shall be subject to fund availability and mutual written agreement between the County and the Vendor.

In the event that the Contract is continued beyond the term provided, by mutual consent, the Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

SECTION 20. Reserved

SECTION 21. Independent Vendor Status

Vendor and County agree that: (a) Vendor has the right to perform services for others during the term of this Contract; (b) Vendor has the sole right to control and direct the means, manner and method by which the services required by this Contract will be performed; (c) Vendor has the right to perform the services required by this Contract at any location or time; (d) Vendor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

SECTION 22. Indemnification and Insurance

Vendor shall indemnify and hold harmless County and its agents and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Vendor and any persons employed or utilized by Vendor, in the performance of the Contract.

Vendor shall maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance as is detailed in Exhibit

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"1" and as is appropriate for the goods or services being performed hereunder by Vendor, its employees or agents.

SECTION 23. 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. The Vendor shall not stop work during the pendency of mediation or dispute resolution.

SECTION 24. E-Verify System

Vendor must comply with F.S. 448.095 and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Vendor during the term of this Contract to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the Work (under this Contract), the Vendor must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the Work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: <u>www.uscis.gov/e-verify</u>.

SECTION 25. 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) 530-6100, Initials:

RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6,

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 26. Request for Records; Noncompliance

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

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

SECTION 27. Civil Action

If a civil action is filed against the Vendor to compel production of public records relating to the Contract, 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 eight (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 eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

SECTION 28. 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 Attorney, 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 29. 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

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construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract Documents.

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

Two E. Popy AICP

TACO E. POPE Its: Designee Date: 9/2/2022

Approved as to form and legality by the Nassau County Attorney:

Denise C. May

DENISE C. MAY

Date: _____

THOMAS MAY CONSTRUCTION COMPANY

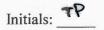
keith Ward

By:_____

Its: President

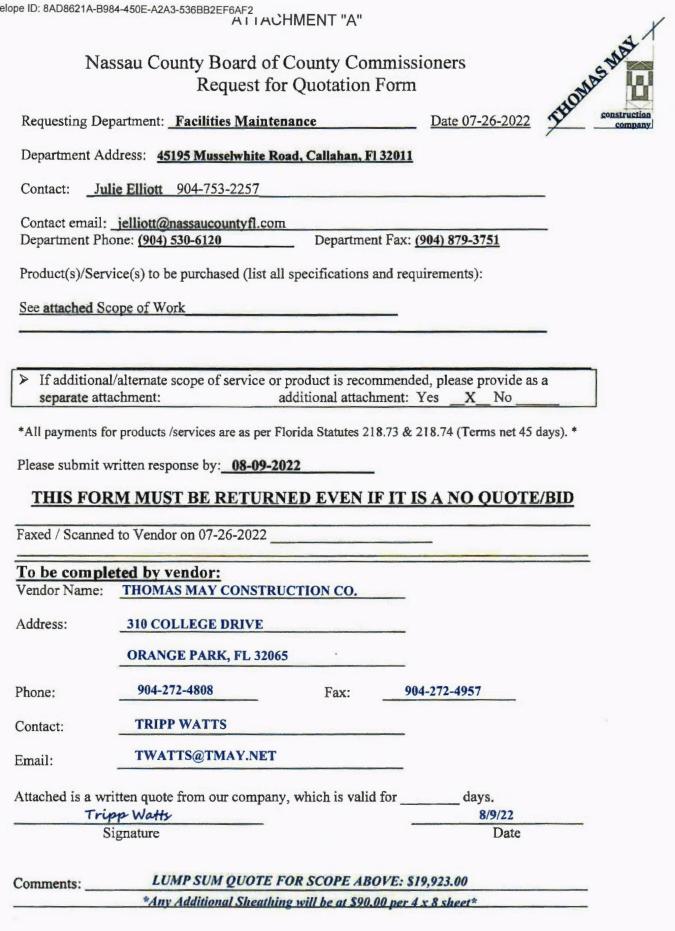
Date: 9/2/2022

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ALIACHMENT "A"

Nassau County Board of County Commissioners **Request for Quotation Form**



ATTACHMENT "B"



NASSAU COUNTY FACILTIES MAINTENANCE DEPARTMENT

Office Address: 45195 Musselwhite Road - Callahan, FL 32011

Telephone: (904) 530-6120 Fax (904) 879-3751 Email: jelliott@nassaucountyfl.com

SCOPE of WORK <u>Roof Replacement</u> <u>Signal Shop</u> <u>540507 Lem Turner RD.</u> <u>Callahan, Fl 32011</u>

Nassau County is seeking a licensed contractor for a roof replacement at the above-mentioned address.

Work to be performed:

- Tear off, remove, and dispose of existing roofing materials to include plywood sheathing.
- Replace deteriorated wood decking. A minimum of 2200 square feet is to be included in the base proposal and a per unit cost is to be provided for any additional. (One 4x8 sheet = 1 unit)
- Entire deck is to be nailed according to 2020 Florida Building Code
- Remove and replace all vent boots with new boots and flashing.
- Replace wood fascia with same size and type fascia removed. Apply one (1) coat of primer and two (2) coats of latex exterior finish paint. Owner will select color.
- Any facility framing structural damage found will be repaired on a time and material basis with approval from the Nassau County Facilities Department.
- Install self-adhering peel and stick moisture barrier to entire roof surface, according to manufacturer's specifications.
- Install 30 Year algae resistant Certain Teed/GAF or equivalent architectural shingles according to manufacturer's specifications. The owner will select color and approve manufacturer.
- Replace all sheet metal flashings with 24ga coated steel fabricated flashing metal. Owner will
 select color.

All work is to comply with specifications and Florida Building and Roofing Codes.

Contractor responsible for any permits required.

The entire work site is to be kept cleaned of all debris, magnetically and manually, daily. A construction dumpster may be left on site during construction in a location that is agreeable to the contractor and owner. Dumpster must be removed immediately upon completion of roof. The owner will not consider the job complete until Final Inspection has passed, and site has been thoroughly cleaned.

EXHIBIT "A"

CONTRACTOR E-VERIFY AFFIDAVIT

THOMAS MAY

I hereby certify that <u>CONSTRUCTION COMPANY</u> (Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of <u>CONSTRUCTION COMPANY</u> (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

03/09/2022

Print Name: KEITH R. WARD

Date:

STATE OF FLORIDA

COUNTY OF CLAY

The foregoing instrument was acknowledged before me by means of physical presence or conline notarization, this 03/09/2022 (Date) by <u>KEITH R. WARD, PRESIDENT</u> (Name of Officer or Agent, Title of Officer or Agent) of <u>THOMAS MAY CONSTRUCTION CO.</u> (Name of Contractor Company Acknowledging), a <u>FLORIDA</u> (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is <u>personally known to</u> me or has produced <u>N/A</u> as identification.

lenda 3.

Notary Public

BRENDA S. RAU Printed Name

My Commission Expires: OCTOBER 30, 2023

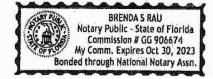


EXHIBIT "B"

SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that ________(Subcontractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of ______ (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

N/A

Print Name:_____

Date:_____

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me by means of physical presence or ponline notarization, this _____ (Date) by ______ (Name of Officer or Agent, Title of Officer or Agent) of ______ (Name of Contractor Company Acknowledging), a ______ (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced ______ as identification.

Notary Public

Printed Name

My Commission Expires: _____

DocuSign Envelope ID: 8AD8621A-B984-450E-A2A3-536BB2EF6AF2

E Verify

Welcome BRENDA RAU Company THOMAS MAY CONSTRUCTION COMPANY User ID BRAU8504

Doing Business As (DBA) Name

MENU

Company Information

Company Name THOMAS MAY CONSTRUCTION COMPANY Company ID Number 450090 DUNS Number

152630919

Physical Location

Mailing Address

Address 1

Address 2

-

City

State

Zip Code

-

Address 1 310 COLLEGE DRIVE

Address 2

City ORANGE PARK

State FL Zip Code

32065 County

CLAY

Additional Information

Employer Identification Number 592520445

Total Number of Employees 20 to 99 Parent Organization

Administrator

Organization Designation

Employer Category Federal Contractor without FAR E-Verify Clause

View / Edit

NAICS Code 236 - CONSTRUCTION OF BUILDINGS (236) Total Hiring Sites 1

View / Edit

Total Points of Contact 1

View / Edit

View Original MOU Template

View MOU

DocuSign Envelope ID: 8AD8621A-B984-450E-A2A3-536BB2EF6AF2

OP

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EXHIBIT "1"

THOMMAY-01

DCASSADY DATE (MM/DD/YYYY)

ACORD	CER	TIFICATE OF LIA	ABILITY INS	SURAN	CE	8	3/2/2022
THIS CERTIFICATE IS ISSUED AS CERTIFICATE DOES NOT AFFIRMA BELOW. THIS CERTIFICATE OF I REPRESENTATIVE OR PRODUCER,	TIVELY	OR NEGATIVELY AMEND	EXTEND OR ALT	TER THE CO	VERAGE AFFORDED	BY TH	E POLICIES
IMPORTANT: If the certificate hold If SUBROGATION IS WAIVED, subj this certificate does not confer rights	ler is an lect to	ADDITIONAL INSURED, the terms and conditions of	the policy, certain	policies may	NAL INSURED provision require an endorsement	nsorb nt.As	e endorsed. tatement on
PRODUCER			CONTACT NAME:	-			
Insuramerica of Florida, Inc.			PHONE (A/C, No, Ext): (904) :	332-8585	FAX	(904)	296-1888
4348 Southpoint Blvd Ste 200 Jacksonville, FL 32216			E-MAIL ADDRESS: info@ins	suramerica		(001)	
Jacksonvine, TE 32210					RDING COVERAGE		NAIC #
					nsurance Company		16988
INSURED			INSURER B : Auto-O	Contraction of the second second			18988
	0				Insurance Company		10190
Thomas May Construction 310 College Drive	Compa	iny			surance Company		10844
Orange Park, FL 32065			INSURER E : Americ				40142
			INSURER F :	an Zunch I			40142
COVERAGES CE	DTIFIC	ATE NUMBER.	INSURER F :		DEVISION NUMBER.		
THIS IS TO CERTIFY THAT THE POLIC		ATE NUMBER:			REVISION NUMBER:		
INDICATED. NOTWITHSTANDING ANY CERTIFICATE MAY BE ISSUED OR MA EXCLUSIONS AND CONDITIONS OF SUC	REQUIR Y PERT	REMENT, TERM OR CONDITIO AIN, THE INSURANCE AFFOR	N OF ANY CONTRA	CT OR OTHER	R DOCUMENT WITH RESP ED HEREIN IS SUBJECT	ECT TO	WHICH THIS
LTR TYPE OF INSURANCE	ADDL S	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A X COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	\$	1,000,000
CLAIMS-MADE X OCCUR		USPCL8008422	3/1/2022	3/1/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
					MED EXP (Any one person)	\$	
	-				PERSONAL & ADV INJURY	s	1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:	-				GENERAL AGGREGATE	s	2,000,000
POLICY X PRO- JECT LOC					PRODUCTS - COMP/OP AGG	s	2,000,000
OTHER:						s	
B AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	s	1,000,000
X ANY AUTO		5219252800	3/1/2022	3/1/2023	BODILY INJURY (Per person)	s	
OWNED AUTOS ONLY SCHEDULED					BODILY INJURY (Per accident)	1	
HIRED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
						s	
C X UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	s	5,000,000
EXCESS LIAB CLAIMS-MAD	DE	5219252801	3/1/2022	3/1/2023	AGGREGATE	\$	5,000,000
DED X RETENTIONS 10,00	0					s	
D WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					X PER STATUTE ER	-	
		WCP106339103	3/1/2022	3/1/2023	E.L. EACH ACCIDENT	\$	1,000,000
ANY PROPRIETOR/PARTNER/EXECUTIVE N OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE		1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below		0			E.L. DISEASE - POLICY LIMIT		1,000,000
						1	
E Equipment Floater		EC13462660	3/1/2022	3/1/2023	Leased/Rented		100,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEH The General Liability policy includes blan endorsements, all when required by writte vaiver of subrogation endorsements, all v of subrogation, when required by written CERTIFICATE HOLDER	ket addit en contra when rec	tional insured, including comp act or agreement. The Automo quired by written contract or a	oleted operations, pr bbile Liability policy greement. The Work CANCELLATION SHOULD ANY OF	imary/non-co includes blan eers Compens	entributory and waiver of ket additional insured, sation policy includes att ESCRIBED POLICIES BE C	ached	blanket waiver
Nassau County Board of C 96135 Nassau Pi Ste 1 Yulee, FL 32097	THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
			ym				
		and the second sec					

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	have agreed in a written and executed contract prior

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

 Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: USPCL8008422

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	have agreed in a written and executed contract prior to
Information required to complete this Schedule, if not sh	own above, will be shown in the Declarations

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insu	red Person(s) Or Organization(s):
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Any person or organization you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other Commercial General Liability insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other Commercial General Liability insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other Commercial General Liability insurance available to the additional insured.

POLICY NUMBER: USPCL8008422

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART ELECTRONIC DATA LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART RAILROAD PROTECTIVE LIABILITY COVERAGE PART UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization you have agreed in a written and executed contract, prior to an "occurrence", that you would provide such person or organization a waiver of transfer of rights of recovery against others to us on your policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above. Policy Number: USPCL8008422

CL 00 07 07 21

DESIGNATED CONSTRUCTION PROJECT(S) **GENERAL AGGREGATE LIMIT – SUBJECT TO A** MAXIMUM AGGREGATE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): All construction projects for which you have agreed in writing in a contract, prior to an occurrence that causes "bodily injury", "property damage" or "personal and advertising injury", to provide project specific limits.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "productscompleted operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".

- 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated **Construction Project General Aggregate Limit** for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- 5. All payments under this endorsement are subject to a Maximum Aggregate Limit of: \$5.000.000

The Maximum Aggregate Limit is the most we will pay under this endorsement regardless of the number of Designated Construction Project General Aggregate Limits.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVER-AGE is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an **insured** under SECTION II - COVERED AUTOS LIABILITY COVER-AGE, A. COVERAGE, 1. Who Is An Insured.

All other policy terms and conditions apply.

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58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

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

5. Our Right to Recover Payments If we make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, we will be entitled to that right. That person shall do everything necessary to transfer that right to us and do nothing to prejudice it. However, we waive our right to recover payments made for bodily injury or property damage:

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

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

All other policy terms and conditions apply.

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Page 1 of 1

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13 (Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

BLANKET WAIVER OF SUBROGATION ANY PERSON OR ORGANIZATION THAT IS REQUIRED BY WRITTEN CONTRACT

 This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

 (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

 Endorsement Effective
 Policy No.
 Endorsement No.

 Insured
 Premium \$

Insurance Company

Countersigned by

WC 00 03 13 (Ed. 4-84)

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Requisition Form

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS 96135 Nassau Place Suite 1

VENDOR NAME/ADDRESS Thomas May Construction 310 College Drive

Yulee, FL 32097

DEPARTMENT Facilities Maintenance

and the second second	Orange Park, FL 32065				REQUES	
VENDOR NUMBER	PROJECT NAME FUNDING SOURCE		AMOUNT AVAILABLE	STANDARD	Evelyn Burton/	CONTRACT NO.
ALADOR MEMOER	Signal Shop Roof Replacement 01073519-546000		AMORALI ATALABLE	and the second	er Contract	CM3230
TEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT		OINICEGO
1	Roof Replacement - Signal Shop per scope.	1.00	\$ 19,923.00	\$ 19,923.00		
[Includes all labor, material equipment, permits,			\$ 0.00		
	fees and contingencies			\$ 0.00		
				\$ 0.00		
2	NTE amount for additional sheathing if necessary.		\$ 1,000.00	\$ 1,000.00	Unit cost for additional sheathing	
	To be added on a time & material basis with			\$ 0.00	\$90.00 per 4x8 sheet	
	approval from Nassau County Facilities Department			\$ 0.00		
				\$ 0.00		
	Purchasing Policy 3.3 - RFQ			\$ 0.00		
	СМ3230			\$ 0.00		
	Effective Period: Contract Execution to 60 days			\$ 0.00		
	after NTP			\$ 0.00		
				\$ 0.00		
				\$ 0.00		
				\$ 0.00		
				\$ 0.00		
				\$ 0.00		
				\$ 0.00		
ORIGINAL - F COPY - DEPA				Shipping Total	\$ 0.0 \$ 20,92	

Department Head

I attest that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for and follows the Nassau County Purchasing Policy.

Dous Podiat

9/1/2022

Office of Management and Budget

I attest that, to the best of my knowledge, funds are available for payment, 9/1/2022

diris lacambra

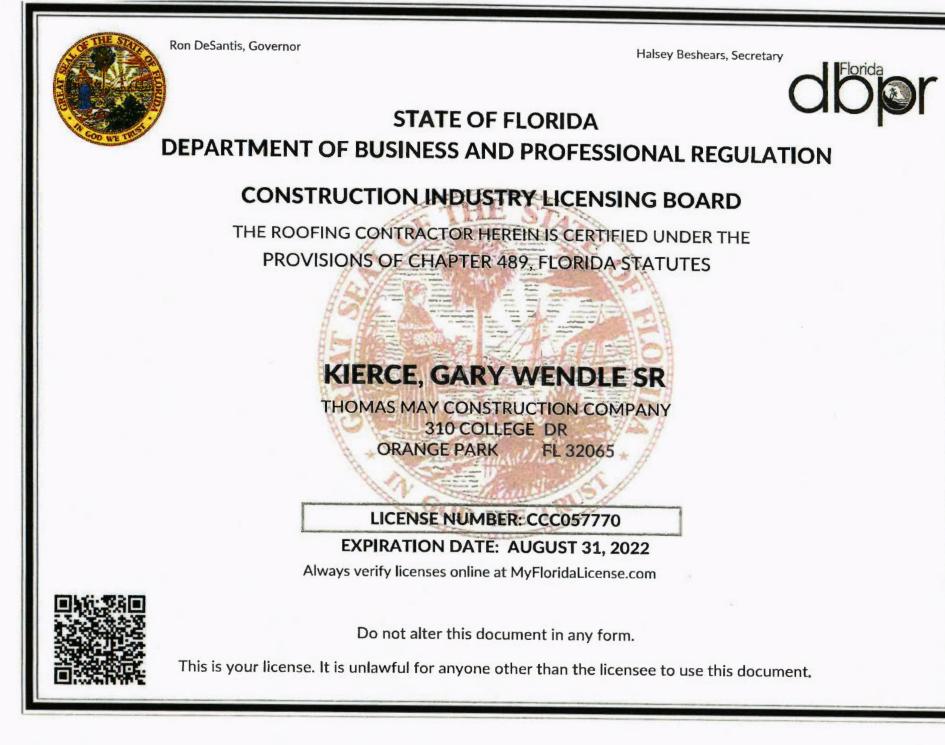
Procurement Director

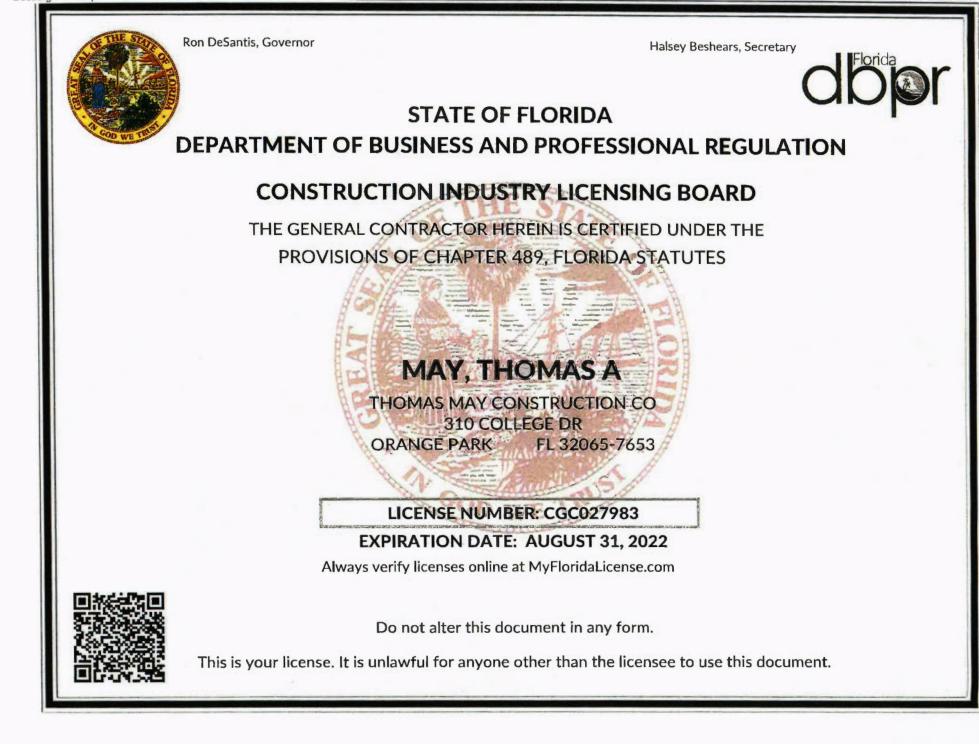
I attest that, to the best of my knowledge, this requisition is accurate and necessary and is consistent with the Nassau County Purchasing Policy. 9/1/2022 Fanne P 9/1/2022

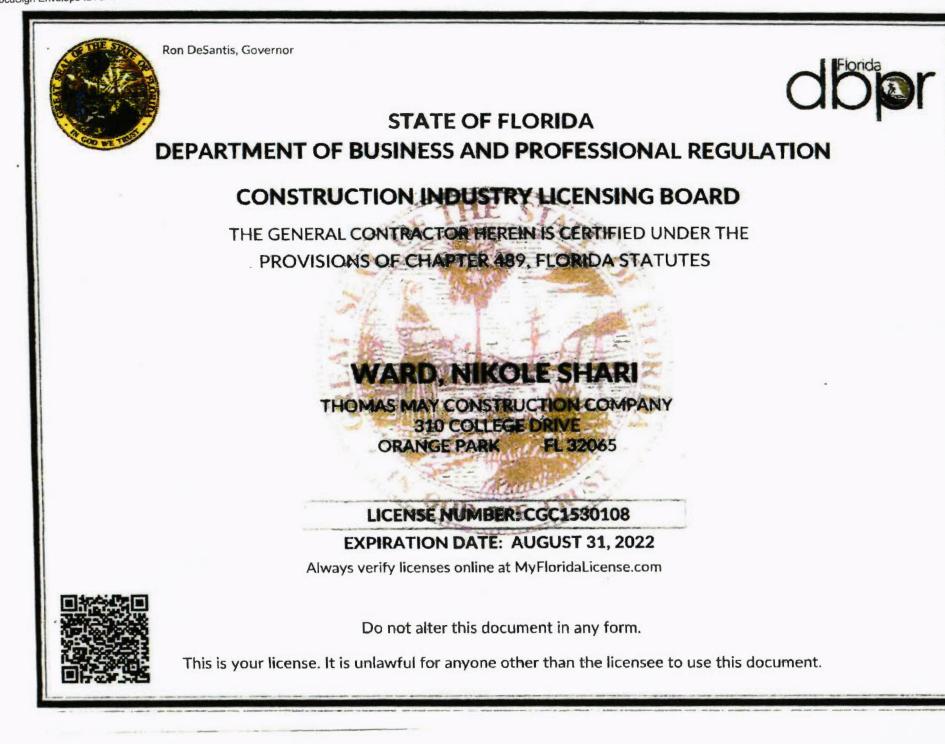
County Manager

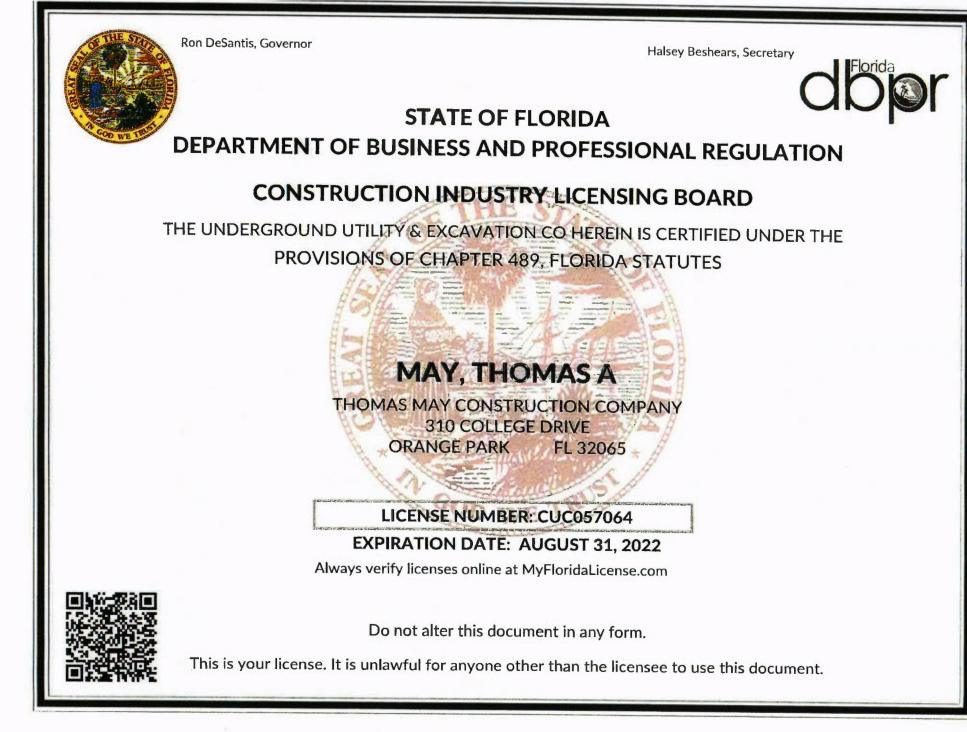
I attest that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval. 9/2/2022 Tano E. Por AICP

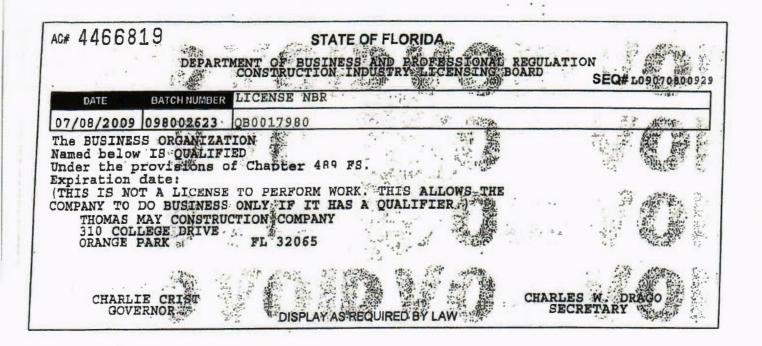












State of Florida Department of State

I certify from the records of this office that THOMAS MAY CONSTRUCTION COMPANY is a corporation organized under the laws of the State of Florida, filed on May 13, 1985, effective May 9, 1985.

The document number of this corporation is H58515.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 19, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Nineteenth day of January, 2022



cretary of State

Tracking Number: 2604049231CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication