

CS-23-230

CHANGE ORDER REQUEST FORM

Double Chip Seal Roads 2023

No. 02

PROJECT

2/2/2024

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

COUNTY Contract No.: CM3015-WA#02

CONTRACTOR: Asphalt Paving Systems, Inc.

ENGINEER / ARCHITECT: _____

The undersigned parties agree to amend Work Authorization #02 to:

Add an additional 74 days to the work authorization time and decrease work authorization amount by \$13,535.90.

Attachments: Invoice #213027-3 and #213027-4

RECOMMENDED:

By: Robert Companion
Engineer/Architect (Authorized Signature)
Date: 2/6/2024

APPROVED:

By: Doug Podiak
COUNTY (Authorized Signature)
Date: 2/2/2024

ACCEPTED:

By: Robert Capoferri
Contractor (Authorized Signature)
Date: 2/6/2024

CHANGE ORDER APPROVAL FORM

PROJECT: Double Chip Seal Roads 2023

CHANGE ORDER NUMBER: 02

DATE: 2/2/2024

CONTRACT NUMBER: CM3015-WA02

TO CONTRACTOR: Asphalt Paving Systems, Inc.

Description: Add an additional 74 days to the work authorization time and decrease the work authorization amount by \$13,535.90.

Reason for Change Order: Contractor experienced weather delays on their scheduled work which pushed our project back. There was a reduction in price due to the actual quantities placed was less than the original estimate.

Original Work Authorization Sum.....	\$406,380.07
Net Change by Previous Change Order/Supplemental Agreement.....	\$ 8,274.44
Work Authorization Sum Prior to This Change Order.....	\$414,654.48
Amount of this Change Order (Add/Subtract).....	\$ -13,535.90
New Work Authorization Sum Including this Change Order.....	\$401,118.58

LPB

2/12/2024

The Work Authorization Time will be increased	<u>74 days</u>
Previous Substantial Completion: <u>N/A</u>	Previous Final Completion: <u>9/22/2023</u>
New Substantial Completion: <u>N/A</u>	New Final Completion: <u>12/5/2023</u>

APPROVED BY: <u>Doug Podiak</u>	DATE: <u>2/2/2024</u>
Department Head	

APPROVED BY: <u>Tanace Kilmore</u>	DATE: <u>2/7/2024</u>
Procurement	

APPROVED BY: <u>Chris Lacambra</u>	DATE: <u>2/6/2024</u>
Office of Management and Budget	

APPROVED BY: <u>Denise C May</u>	DATE: <u>2/12/2024</u>
County Attorney	

APPROVED BY: <u>[Signature]</u>	DATE: <u>2/12/2024</u>
County Manager	

APPROVED BY: N/A
 John F. Martin, Chairman

DATE: _____

ATTEST: N/A
 John A. Crawford, Clerk of Courts

DATE: _____

Account No. 03404541-546000 DBCHP



DATE: 11/21/2023

INVOICE: 213027-3

TO: David Hearn
 Nassau County Road and Bridge Department
 37356 Pea Farm Rd
 Hilliard, Florida 32046
 904-530-6175 Office

FROM: Asphalt Paving Systems, Inc.
 Kris Shane - South Florida Rep
 9021 Wire Road
 Zephyrhills, FL 33540
 Ph: 813-480-1865

RE: Project Invoice
2022-2023 Double Chip Seal Various Roads

Product	Description	Units	Quantity	Unit Price	Total Price
	Olesner Dr				
4.00	Double Application Chip Seal	SY	1,712.00	\$ 5.47	\$ 9,364.64
6.00	Emulsion (prime for base including sand)	GAL	308.16	\$ 3.53	\$ 1,087.80
7.00	Emulsion for Fog Seal	GAL	0	\$ 3.48	\$ -
8.00	Chip Seal Driveways	SY	132.00	\$ 25.00	\$ 3,300.00
					\$ 13,752.44
	Wilder Blvd				
4.00	Double Application Chip Seal	SY	1,467.00	\$ 5.47	\$ 8,024.49
6.00	Emulsion (prime for base including sand)	GAL	264.06	\$ 3.53	\$ 932.13
7.00	Emulsion for Fog Seal	GAL	0	\$ 3.48	\$ -
8.00	Chip Seal Driveways	SY	154.00	\$ 25.00	\$ 3,850.00
					\$ 12,806.62
	Arbor Ln				
4.00	Double Application Chip Seal	SY	3,556.00	\$ 5.47	\$ 19,451.32
6.00	Emulsion (prime for base including sand)	GAL	640.08	\$ 3.53	\$ 2,259.48
7.00	Emulsion for Fog Seal	GAL	0	\$ 3.48	\$ -
8.00	Chip Seal Driveways	SY	132.00	\$ 25.00	\$ 3,300.00
					\$ 25,010.80
	Seymour Ln				
4.00	Double Application Chip Seal	SY	567.00	\$ 5.47	\$ 3,101.49
6.00	Emulsion (prime for base including sand)	GAL	102.06	\$ 3.53	\$ 360.27
7.00	Emulsion for Fog Seal	GAL	0	\$ 3.48	\$ -
8.00	Chip Seal Driveways	SY	88.00	\$ 25.00	\$ 2,200.00
					\$ 5,661.76
	Frank Ward Rd				
4.00	Double Application Chip Seal	SY	8,556.00	\$ 5.47	\$ 46,801.32
6.00	Emulsion (prime for base including sand)	GAL	1,540.08	\$ 3.53	\$ 5,436.48
7.00	Emulsion for Fog Seal	GAL	0	\$ 3.48	\$ -

8.00	Chip Seal Driveways	SY	220.00	\$ 25.00	\$ 5,500.00
					\$ 57,737.80
	Freeman Rd				
4.00	Double Application Chip Seal	SY	4,000.00	\$ 5.47	\$ 21,880.00
6.00	Emulsion (prime for base including sand)	GAL	720.00	\$ 3.53	\$ 2,541.60
7.00	Emulsion for Fog Seal	GAL	0	\$ 3.48	\$ -
8.00	Chip Seal Driveways	SY	220.00	\$ 25.00	\$ 5,500.00
					\$ 29,921.60
	Mytrice Rd				
4.00	Double Application Chip Seal	SY	4,667.00	\$ 5.47	\$ 25,528.49
6.00	Emulsion (prime for base including sand)	GAL	840.06	\$ 3.53	\$ 2,965.41
7.00	Emulsion for Fog Seal	GAL	0	\$ 3.48	\$ -
8.00	Chip Seal Driveways	SY	528.00	\$ 25.00	\$ 13,200.00
					\$ 41,693.90
	Lawhon Rd				
4.00	Double Application Chip Seal	SY	5,778.00	\$ 5.47	\$ 31,605.66
6.00	Emulsion (prime for base including sand)	GAL	1,040.04	\$ 3.53	\$ 3,671.34
7.00	Emulsion for Fog Seal	GAL	0	\$ 3.48	\$ -
8.00	Chip Seal Driveways	SY	440.00	\$ 25.00	\$ 11,000.00
					\$ 46,277.00
	Debbie Ct				
4.00	Double Application Chip Seal	SY	1,889.00	\$ 5.47	\$ 10,332.83
6.00	Emulsion (prime for base including sand)	GAL	340.02	\$ 3.53	\$ 1,200.27
7.00	Emulsion for Fog Seal	GAL	0	\$ 3.48	\$ -
8.00	Chip Seal Driveways	SY	110.00	\$ 25.00	\$ 2,750.00
					\$ 14,283.10
	Howard Rd				
4.00	Double Application Chip Seal	SY	3,334.00	\$ 5.47	\$ 18,236.98
6.00	Emulsion (prime for base including sand)	GAL	600.12	\$ 3.53	\$ 2,118.42
7.00	Emulsion for Fog Seal	GAL	0	\$ 3.48	\$ -
8.00	Chip Seal Driveways	SY	220.00	\$ 25.00	\$ 5,500.00
					\$ 25,855.40
	Boyd Rd				
4.00	Double Application Chip Seal	SY	5,889.00	\$ 5.47	\$ 32,212.83
6.00	Emulsion (prime for base including sand)	GAL	1,060.02	\$ 3.53	\$ 3,741.87
7.00	Emulsion for Fog Seal	GAL	0	\$ 3.48	\$ -
8.00	Chip Seal Driveways	SY	176.00	\$ 25.00	\$ 4,400.00
					\$ 40,354.70
	David Fouraker Rd				
4.00	Double Application Chip Seal	SY	2,667.00	\$ 5.47	\$ 14,588.49
6.00	Emulsion (prime for base including sand)	GAL	480.06	\$ 3.53	\$ 1,694.61
7.00	Emulsion for Fog Seal	GAL	0	\$ 3.48	\$ -
8.00	Chip Seal Driveways	SY	132.00	\$ 25.00	\$ 3,300.00
					\$ 19,583.10
	Middle Rd				

4.00	Double Application Chip Seal	SY	3,112.00	\$ 5.47	\$ 17,022.64
6.00	Emulsion (prime for base including sand)	GAL	560.16	\$ 3.53	\$ 1,977.36
7.00	Emulsion for Fog Seal	GAL	0	\$ 3.48	\$ -
8.00	Chip Seal Driveways	SY	176.00	\$ 25.00	\$ 4,400.00
					\$ 23,400.00
1.00	Mobilization	EA	1.00	\$ 7,500.00	\$ 7,500.00
2.00	Maintenance Of Traffic	2%	1.00	\$ 7,126.76	\$ 7,126.76
				Total	\$ 370,965.01



DATE: 12/5/2023

INVOICE: 213027-4

TO: David Hearn
 Nassau County Road and Bridge Department
 37356 Pea Farm Rd
 Hilliard, Florida 32046
 904-530-6175 Office

FROM: Asphalt Paving Systems, Inc.
 Kris Shane - South Florida Rep
 9021 Wire Road
 Zephyrhills, FL 33540
 Ph: 813-480-1865

RE: Project Invoice
2022-2023 Double Chip Seal Various Roads

Product	Description	Units	Quantity	Unit Price	Total Price
	Olesner Dr				
4.00	Double Application Chip Seal	SY	0.00	\$ 5.47	\$ -
6.00	Emulsion (prime for base including sand)	GAL	0	\$ 3.53	\$ -
7.00	Emulsion for Fog Seal	GAL	308.16	\$ 3.48	\$ 1,072.40
8.00	Chip Seal Driveways	SY	0.00	\$ 25.00	\$ -
					\$ 1,072.40
	Wilder Blvd				
4.00	Double Application Chip Seal	SY	0.00	\$ 5.47	\$ -
6.00	Emulsion (prime for base including sand)	GAL	0.00	\$ 3.53	\$ -
7.00	Emulsion for Fog Seal	GAL	264.06	\$ 3.48	\$ 918.93
8.00	Chip Seal Driveways	SY	0.00	\$ 25.00	\$ -
					\$ 918.93
	Arbor Ln				
4.00	Double Application Chip Seal	SY	0.00	\$ 5.47	\$ -
6.00	Emulsion (prime for base including sand)	GAL	0.00	\$ 3.53	\$ -
7.00	Emulsion for Fog Seal	GAL	640.08	\$ 3.48	\$ 2,227.48
8.00	Chip Seal Driveways	SY	0.00	\$ 25.00	\$ -
					\$ 2,227.48
	Seymour Ln				
4.00	Double Application Chip Seal	SY	0.00	\$ 5.47	\$ -
6.00	Emulsion (prime for base including sand)	GAL	0.00	\$ 3.53	\$ -
7.00	Emulsion for Fog Seal	GAL	102.06	\$ 3.48	\$ 355.17
8.00	Chip Seal Driveways	SY	0.00	\$ 25.00	\$ -
					\$ 355.17
	Frank Ward Rd				
4.00	Double Application Chip Seal	SY	0.00	\$ 5.47	\$ -
6.00	Emulsion (prime for base including sand)	GAL	0.00	\$ 3.53	\$ -
7.00	Emulsion for Fog Seal	GAL	1,540.08	\$ 3.48	\$ 5,359.48

8.00	Chip Seal Driveways	SY	0.00	\$ 25.00	\$ -
					\$ 5,359.48
	Freeman Rd				
4.00	Double Application Chip Seal	SY	0.00	\$ 5.47	\$ -
6.00	Emulsion (prime for base including sand)	GAL	0.00	\$ 3.53	\$ -
7.00	Emulsion for Fog Seal	GAL	720.00	\$ 3.48	\$ 2,505.60
8.00	Chip Seal Driveways	SY	0.00	\$ 25.00	\$ -
					\$ 2,505.60
	Mytrice Rd				
4.00	Double Application Chip Seal	SY	0.00	\$ 5.47	\$ -
6.00	Emulsion (prime for base including sand)	GAL	0.00	\$ 3.53	\$ -
7.00	Emulsion for Fog Seal	GAL	840.06	\$ 3.48	\$ 2,923.41
8.00	Chip Seal Driveways	SY	0.00	\$ 25.00	\$ -
					\$ 2,923.41
	Lawhon Rd				
4.00	Double Application Chip Seal	SY	0.00	\$ 5.47	\$ -
6.00	Emulsion (prime for base including sand)	GAL	0.00	\$ 3.53	\$ -
7.00	Emulsion for Fog Seal	GAL	1,040.04	\$ 3.48	\$ 3,619.34
8.00	Chip Seal Driveways	SY	0.00	\$ 25.00	\$ -
					\$ 3,619.34
	Debbie Ct				
4.00	Double Application Chip Seal	SY	0.00	\$ 5.47	\$ -
6.00	Emulsion (prime for base including sand)	GAL	0.00	\$ 3.53	\$ -
7.00	Emulsion for Fog Seal	GAL	340.02	\$ 3.48	\$ 1,183.27
8.00	Chip Seal Driveways	SY	0.00	\$ 25.00	\$ -
					\$ 1,183.27
	Howard Rd				
4.00	Double Application Chip Seal	SY	0.00	\$ 5.47	\$ -
6.00	Emulsion (prime for base including sand)	GAL	0.00	\$ 3.53	\$ -
7.00	Emulsion for Fog Seal	GAL	600.12	\$ 3.48	\$ 2,088.42
8.00	Chip Seal Driveways	SY	0.00	\$ 25.00	\$ -
					\$ 2,088.42
	Boyd Rd				
4.00	Double Application Chip Seal	SY	0.00	\$ 5.47	\$ -
6.00	Emulsion (prime for base including sand)	GAL	0.00	\$ 3.53	\$ -
7.00	Emulsion for Fog Seal	GAL	1,060.02	\$ 3.48	\$ 3,688.87
8.00	Chip Seal Driveways	SY	0.00	\$ 25.00	\$ -
					\$ 3,688.87
	David Fouraker Rd				
4.00	Double Application Chip Seal	SY	0.00	\$ 5.47	\$ -
6.00	Emulsion (prime for base including sand)	GAL	0.00	\$ 3.53	\$ -
7.00	Emulsion for Fog Seal	GAL	480.06	\$ 3.48	\$ 1,670.61
8.00	Chip Seal Driveways	SY	0.00	\$ 25.00	\$ -
					\$ 1,670.61
	Middle Rd				

4.00	Double Application Chip Seal	SY	0.00	\$ 5.47	\$ -
6.00	Emulsion (prime for base including sand)	GAL	0.00	\$ 3.53	\$ -
7.00	Emulsion for Fog Seal	GAL	560.16	\$ 3.48	\$ 1,949.36
8.00	Chip Seal Driveways	SY	0.00	\$ 25.00	\$ -
					\$ 1,949.36
1.00	Mobilization	EA	0.00	\$ 7,500.00	\$ -
2.00	Maintenance Of Traffic	2%	1.00	\$ 591.25	\$ 591.25
				Total	\$ 30,153.57



Attachment A - Nassau County Standard Purchase Order Terms and Conditions
 The following Standard Purchase Order Terms and Conditions shall apply to all
 Purchase Orders by or on behalf of Nassau County:

- 1. Electronic/Facsimile
 Transmission:
 If any Purchase Order is fully executed and transmitted by fax or by other means
 of electronic transmission, such transmission shall have the legal force and effe...

Purchase Order

Fiscal Year 2024 Page 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
 PACKAGES AND SHIPPING PAPERS.**

Bill To 001
**NASSAU COUNTY BOARD OF
 COMMISS**
 76347 VETERANS WAY STE 1010
 YULEE, FL 32097

Ship To 410
NASSAU COUNTY ROAD & BRIDGE
 37356 PEA FARM ROAD
 HILLIARD, FL 32046

Purchase Order Number **23000432**
 Purchase Order Date 10/24/2023
 Department **ROAD MAINTENANCE**

Vendor 13677
ASPHALT PAVING SYSTEMS, INC
 9021 WIRE RD
 ZEPHYRHILLS, FL 33540

STATE SALES TAX CERTIFICATION NUMBER:
85-8012559204C-5 FEDERAL IDENTIFICATION NUMBER:
 59-1863042

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
		13677		Gail Higginbotham	
NOTES					

CM3015-WA02 DOUBLE CHIP SEAL ROADS
 The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading
 CARRY FORWARD WHOLE BALANCE
 CM3015-WA02

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	VARIOUS COUNTY LOCATIONS: DOUBLE APPLICATION CHIP SEAL OLESNER DRIVE \$15,307.41 WILDER BLVD \$14,138.72 ARBOR LANE \$28,240.15 SEYMOUR LANE \$6,177.74 LITTLE BERRY LANE \$57,388.95 FREEMAN ROAD \$33,548.80 MYTRICE ROAD \$45,927.76 LAWHON ROAD \$51,522.38 DEBBIE COURT \$15,998.99 HOWARD ROAD \$28,882.32 BOYD ROAD \$45,697.79 DAVID FOURAKER ROAD \$22,003.36 MIDDLE ROAD \$26,224.49 MOBILIATION \$7,500.00 MAINTENANCE OF TRAFFIC \$7,821.18 INCREASE TO REMOVE LITTLEBERRY LN AND ADD FRANK WARD ROAD \$8,274.44 SEYMORE LANE \$6,177.74 GL #: 03404541 - 546000 - DBCHP	1.0000	EACH	\$414,654.4800	\$414,654.48
	\$414,654.48				

Purchase Order Total \$414,654.48

DocuSign Envelope ID: 1D245A01-9BF3-4C78-B3D1-68083CC7D29A
Nassau County, FL Standard Purchase Order Terms and Conditions (Rev. 3/30/2023)

The following Standard Purchase Order Terms and Conditions shall apply to all Purchase Orders by or on behalf of Nassau County:

- 1. Electronic/Facsimile Transmission:** If any Purchase Order is fully executed and transmitted by fax or by other means of electronic transmission, such transmission shall have the legal force and effect as a duly executed original delivered to Vendor.
- 2. Prompt Payment:** The County shall pay all vendors within forty-five (45) calendar days of receipt of an invoice, in accordance with the Local Government Prompt Payment Act (Florida Statute 218. 70). Payment shall not be made until goods/services have been received, inspected, and accepted by the County as to the quality and quantity ordered and received.
- 3. Invoices:** All invoices shall be sent to the County address on the Purchase Order and shall include the Purchase Order number, Vendor's name, address and phone number, and clearly list quantities, item descriptions and units of measure.
- 4. Extra Charges:** No additional charges of any kind, including charges for boxing, packing, transportation or other extras shall be allowed unless specifically agreed to in writing by an authorized agent of Nassau County.
- 5. Discounts:** Discounts shall be computed from the date of satisfactory delivery, acceptance, or from receipt of correct invoice, whichever is later.
- 6. Tax Exemption:** Nassau County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales and Use Taxes. Vendors shall not include taxes in any response, invoice, or statement.
- 7. Entire Agreement:** The Purchase Order and this Attachment A and any additional attachments and/or addenda hereto shall constitute the entire and exclusive agreement between the parties and merges and supersedes all prior and contemporaneous agreements, dealings and negotiations. The County's placement of any order is expressly conditioned upon the Vendor's acceptance of these terms and conditions. Vendor's written confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance of these terms. No additional terms or conditions provided by the Vendor in accepting or acknowledging any purchase order shall be binding upon the County.
- 8. Amendment or Modification:** No modification, alteration, or amendment shall be effective unless made in writing by change order, dated and signed by the County's authorized agent. Any additional or different terms in the Vendor's documents are deemed to be material alterations and notice of objection to and rejection of them is hereby given. Vendor shall not substitute the Goods. In the event this Purchase Order is the result of an executed contract, the executed contract shall take precedence.
- 9. Assignment:** Vendor shall not assign any right or interest under the Purchase Order or attachments without the written permission of County.
- 10. Fiscal Year Funding Appropriations:** A Purchase Order for supplies or services may be entered into for any period of time deemed to be in the best interest of County, provided the term of the Purchase Order and conditions of renewal and extension, if any, are included in the solicitations and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to annual appropriations by the Board of County Commissioners of Nassau County. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Purchase Order shall be cancelled and Vendor shall be entitled to reimbursement for the reasonable value of any work performed up to the date of cancellation.
- 11. Time Is of the Essence:** Time is of the essence. If completed deliveries are not made at the time agreed, the County reserves the right to cancel or purchase elsewhere and hold Vendor accountable for all damages sustained. If delivery dates cannot be met, Vendor agrees to advise the County, in writing, of the earliest possible shipping date for acceptance by the County. This provision is not in lieu of, and the County does not waive, any other available remedies provided by law.
- 12. Failure to Perform:** Failure of the Vendor to perform as specified under the Purchasing Order may be cause for termination of that Purchase Order. The County reserves the right (in addition to any other remedies available by law) to cancel the Purchase Order with respect to goods/services not provided purchase goods/services from another source and to hold Vendor accountable for all damages sustained.
- 13. Termination for Convenience:** The County may terminate any Purchase Order for convenience at any time, in whole or in part. In such event, County shall be liable only for materials or components procured, or work done or supplies partially fabricated under and until the date of termination of the Purchase Order. In no event shall County be liable for incidental or consequential damages.
- 14. Delivery:** All prices shall be F.O.B. Destination, freight prepaid. Vendor assumes full responsibility for packing, crating, marking, transportation and liability for loss and/or damage.
- 15. Packaging:** All shipments shall include an itemized list of each package's content, and reference the Purchase Order Number.
- 16. Risk of Loss:** Regardless of F.O.B. point, Vendor agrees to bear all risk of loss, injury or destruction of goods and materials ordered which may for any reason occur prior to acceptance by the County. No such loss, injury or destruction shall release Vendor from any obligations under the Purchase Order.
- 17. Inspection:** Goods and Materials must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the time of delivery, the goods shall be returned to Vendor at no cost to the County. The County reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery. The cost of inspection of goods rightfully rejected shall be charged to the Vendor. If reasonable inspection discloses that part of the goods received are defective or nonconforming, the County shall have the right to cancel any unshipped portion of the order.
- 18. Quantity:** The quantities of goods/services as indicated on the Purchase Order shall not be exceeded without prior written authorization from the County. Excess quantities shall be returned to Vendor at Vendor's expense.
- 19. Warranty:** Vendor warrants that all goods/services provided by Vendor under the Purchase Order shall be merchantable. All goods/services provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the Vendor or on the container or label. Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended. In addition, Vendor warrants that goods/services furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise, or any corporation, partnership, or association.
- 20. Non-Waiver of Rights:** No failure of either party to exercise any power or right given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder shall constitute a waiver of either party's power or right to demand exact compliance with the terms of this Purchase Order.
- 21. Indemnification:** Vendor agrees to indemnify and hold harmless the County, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and appeal, of any kind and nature arising or growing out of or in any way connected with Vendor's performance under this Purchase Order. Vendor shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Vendor's performance under this Purchase Order.
- 22. Insurance:**
 - 22.1 Vendor shall carry insurance in the categories and coverage amounts as follows:
 - a. Worker's Compensation full and complete coverage as required by Florida Law.
 - b. General Liability combined single limits of not less than \$1,000,000.00 for Bodily Injury and Property Damage per occurrence.
 - c. Automotive Liability minimum amount of \$1,000,000.00 combined single limits for Bodily Injury and Property Damage per accident.
 - 22.2 The County shall be included under the comprehensive general liability policy as an additional insured. The Vendor shall provide thirty days written notice to the County prior to cancelling a policy before its expiration date.
- 23. Patents and Copyrights:** Vendor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device which is the subject of patent rights or copyrights. Vendor agrees at its own expense, to hold harmless and to defend County and its agents against any claims, suits, or proceedings brought against County for patent or copyright infringement occasioned by the manufacture, sale, or use of materials supplied under this Purchase Order and to indemnify County against any damages occasioned by such claims whether justified or unjustified.
- 24. Website Incorporation:** Nassau County shall not be bound by any content on the Vendor's website, even if the Vendor's has specifically referenced that content and attempted to incorporate that content into any other communication with the County.
- 25. Compliance with Laws:** Vendor certifies that Vendor will comply with all applicable provisions of the Federal, State and local laws regulations, rules and orders. Vendor shall secure and maintain all licenses and permits required to perform the services under this Purchase Order.
- 26. Public Entity Crimes:** In accordance with Section 287.133, Florida Statutes, Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services with the thirty-six (36) months immediately preceding the date of this Purchase Order.
- 27. Governing Law:** The Purchase Order shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable Federal statutes, rules and regulations. Any and all litigation arising under this Purchase Order shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.
- 28. Anti-Discrimination:** Vendor agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.
- 29. Force Majeure:**
 - 29.1 Neither party of this Purchase Order shall be liable to the other for any cost or damages if the failure to perform the Purchase Order 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 restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.
 - 29.2 In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Purchase Order. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Purchase Order to either party. In the case of any delay that the Vendor believes is excusable under this section, the Vendor shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Vendor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Vendor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE VENDOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Vendor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Vendor shall not be entitled to an increase in the Purchase Order price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Vendor shall perform at no additional cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Purchase Order to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Vendor, provided that the Vendor grants preferential treatment to the County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Vendor for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Purchase Order quantity; or (3) terminate the Purchase Order in whole or in part.
- 30. Public Records:**
 - 30.1 Public Records Requirement: The County is a public agency subject to Chapter 119, Florida Statutes.
 - 30.2 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 PURCHASE ORDER, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530- 6090, RECORDS@NASSAUCOJ. NTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097 . Under this Purchase Order, 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 Purchase Order term and following completion of the Purchase Order if the Vendor does not transfer the records to the public agency.
 - (d) Upon completion of the Purchase Order, 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 Purchase Order, the Vendor shall destroy and 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 Purchase Order, 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.
 - 30.3 Request for Records; Noncompliance
 - (a) A request to inspect or copy public records relating to a public agency's Purchase Order for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Vendor of the request, and the Vendor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
 - (b) If a Vendor does not comply with the public agency's request for records, the public agency shall enforce the Purchase Order provisions in accordance with the Purchase Order.
 - (c) 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.
 - 30.4 Civil Action:
 - (a) If a civil action is filed against a Vendor to compel production of public records relating to a public agency's Purchase Order for services, the court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees, if: (1) The court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and (2) 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.
 - (b) A notice complies with subparagraph(a)(2) hereinabove, 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 Purchase Order 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.
 - (c) 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.
- 31. Advertising:** Vendor shall not publicly disseminate any information concerning the Purchase Order without prior written approval from the County, including but not limited to, mentioning the Purchase Order in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Vendor's name and either a description of the Purchase Order or the name of the County in any material published, either in print or electronically, to any entity that is not a party to the Purchase Order, except potential or actual authorized distributors, dealers, resellers, or service representative.
- 32. Relationship of Parties:** The Vendor shall perform the services under this Purchase Order as an independent Vendor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Purchase Order shall be interpreted or construed to constitute the Vendor or any of its agents or employees to be an agent, employee or representative of the County.
- 33. Severability:** If any section, subsection, sentence, clause, phrase, or portion of this Purchase Order 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.
- 34. Notices:** All notices, consents, requests or other communications to the County shall be in writing and shall be sent by hand delivery, or by requested) to the address below. Notices shall be deemed given: (i) at the time delivered, if personally delivered; (ii) at the time received, if mailed; and (iii) one (1) business day after timely delivery to the courier, if by overnight courier service. In the event either party needs to change addresses they may do so by sending written notice to the other party.

Nassau County
Attention: Procurement Director 96135 Nassau Place
Yulee, Florida 32097

Certificate Of Completion

Envelope Id: 1D245A019BF34C78B3D168083CC7D29A	Status: Completed
Subject: Complete with DocuSign: Change Order #02 to WA #02 - Asphalt Paving Systems	
Source Envelope:	
Document Pages: 11	Signatures: 8
Certificate Pages: 6	Initials: 3
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Idalia Gutierrez
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	igutierrez@nassaucountyfl.com
	IP Address: 50.238.237.26

Record Tracking

Status: Original	Holder: Idalia Gutierrez	Location: DocuSign
2/2/2024 12:09:47 PM	igutierrez@nassaucountyfl.com	

Signer Events

Signature	Timestamp
Doug Podiak dpodiak@nassaucountyfl.com Facilities Director Nassau County BOCC Security Level: Email, Account Authentication (None)	Sent: 2/2/2024 12:17:57 PM Viewed: 2/2/2024 12:25:46 PM Signed: 2/2/2024 1:15:18 PM
Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	


Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Robert Companion RCompanion@nassaucountyfl.com Deputy County Manager - County Engineer Nassau County BOCC Security Level: Email, Account Authentication (None)	Robert Companion	Sent: 2/2/2024 1:15:20 PM Resent: 2/6/2024 8:19:27 AM Viewed: 2/6/2024 8:20:00 AM Signed: 2/6/2024 8:20:02 AM
Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26		

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Robert Capoferri Amandareichartaps@gmail.com President Security Level: Email, Account Authentication (None)	Robert Capoferri	Sent: 2/6/2024 8:20:04 AM Viewed: 2/6/2024 9:48:31 AM Signed: 2/6/2024 9:50:36 AM
Signature Adoption: Pre-selected Style Using IP Address: 71.40.173.147		

Electronic Record and Signature Disclosure:
Accepted: 2/6/2024 9:48:31 AM
ID: 86f46ee2-89ac-4801-856f-06b6e01236cb

Tracy Poore tpoore@nassaucountyfl.com OMB Admin Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 2/6/2024 9:50:38 AM Viewed: 2/6/2024 2:42:38 PM Signed: 2/6/2024 2:43:48 PM
Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26		

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>chris lacambra clacambra@nassaucountyfl.com OMB Director Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Chris Lacambra</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 2/6/2024 2:43:50 PM Viewed: 2/6/2024 3:16:22 PM Signed: 2/6/2024 3:18:37 PM</p>
<p>Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Lanaee Gilmore</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 2/6/2024 3:18:40 PM Viewed: 2/7/2024 9:56:29 AM Signed: 2/7/2024 9:56:32 AM</p>
<p>Abigail Jorandby ajorandby@nassaucountyfl.com Assistant County Attorney Nassau BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>AJ</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 2/7/2024 9:56:35 AM Viewed: 2/12/2024 10:30:54 AM Signed: 2/12/2024 10:31:28 AM</p>
<p>Denise C May dmay@nassaucountyfl.com Assistant County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Denise C May</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 2/12/2024 10:31:30 AM Viewed: 2/12/2024 11:21:45 AM Signed: 2/12/2024 11:22:17 AM</p>
<p>Taco Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Taco Pope</i></p> <p>Signature Adoption: Drawn on Device Using IP Address: 50.238.237.26</p>	<p>Sent: 2/12/2024 11:22:20 AM Viewed: 2/12/2024 11:25:20 AM Signed: 2/12/2024 11:25:25 AM</p>
<p>Clerk Finance received boccap@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 2/4/2021 9:59:11 AM ID: 6238f06a-a4ad-4d45-a7f5-929d04629059</p>	<p><i>LPB</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 12.23.69.254</p>	<p>Sent: 2/12/2024 11:25:28 AM Viewed: 2/12/2024 1:14:53 PM Signed: 2/12/2024 1:15:12 PM</p>

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Clerk Admin clerkservices@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 1/24/2022 11:47:51 AM ID: c578204b-138e-4b31-a24f-82d040e40d69	COPIED	Sent: 2/12/2024 1:15:16 PM Viewed: 2/12/2024 1:29:54 PM
Procurement procurement@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/12/2024 1:15:17 PM
Idalia Gutierrez igutierrez@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/12/2024 1:15:18 PM Resent: 2/12/2024 1:15:26 PM
Jennifer Kirkland jkirkland@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/24/2023 9:00:03 AM ID: 051b8b10-9ce7-49a7-bddd-e95a2069afb9	COPIED	Sent: 2/12/2024 1:15:19 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/2/2024 12:17:57 PM
Certified Delivered	Security Checked	2/12/2024 1:14:53 PM
Signing Complete	Security Checked	2/12/2024 1:15:12 PM
Completed	Security Checked	2/12/2024 1:15:19 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Nassau (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Nassau:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bsimmons@nassaucountyfl.com

To advise County of Nassau of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bsimmons@nassaucountyfl.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Nassau

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Nassau

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Nassau as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Nassau during the course of your relationship with County of Nassau.