

**CONTRACT FOR NASSAU CROSSING PARK SITE LIGHTING AND  
INSTALLATION SERVICES**

**THIS CONTRACT** is entered into 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 **J. Williams Industrial Group, Inc.**, located at 16114 N. Main Street, Jacksonville, Florida 32218, hereinafter referred to as the “Vendor”.

**WHEREAS**, the County received bids for Nassau Crossing Park site lighting and installation services, on or about November 22, 2023. Said services are more fully described in the County’s Request for Proposal (“RFP”), attached hereto and incorporated herein as Exhibit “A”; and

**WHEREAS**, the County has determined that the Vendor was the lowest, most responsive and responsible bidder; and

**WHEREAS**, all terms and conditions of the County’s RFP, numbered NC23-039RR-RFP, and the Vendor’s response are incorporated herein and made a part of this Contract by this reference; and

**WHEREAS**, a copy of the Vendor’s Proposal is attached hereto as Exhibit “B” and made a part hereof; and

**WHEREAS**, the Vendor desires to render certain services as described in Exhibits “A” and “B”, and has the qualifications, experience, staff and resources to perform those services; and

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

**SECTION 1. Recitals.**

**1.1** The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

**SECTION 2. Contract Exhibits.**

2.1 The Exhibits listed below are the exhibits incorporated into and made part of this Contract:

**Exhibit A** COUNTY'S REQUEST FOR PROPOSAL NC23-039RR-RFP, ("RFP"),  
AS MODIFIED BY ANY ADDENDA; AND

**Exhibit B** VENDOR'S PROPOSAL.

**SECTION 3. Description of Goods and/or Services to be Provided.**

3.1 The Vendor shall provide the goods and/or services further described in the *County's RFP*, a copy of which is attached hereto and incorporated herein as Exhibits "A" and "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 goods and/or services issued by the County. The Vendor shall provide the goods and/or services as contained in the *County's RFP* in a timely and professional manner in accordance with specifications referenced herein.

**SECTION 4. Payment and Invoicing.**

4.1 The County shall pay the Vendor in an amount not to exceed Four Hundred Ninety-Eight Thousand, Nine Hundred Fourteen Dollars and 00/100 (\$498,914.00) for the goods and/or services referenced in Exhibit(s) "A" and "B". No payment shall be made for goods and/or services without a proper County work authorization or purchase order. The Vendor shall submit a copy of all invoices to the Public Works Director or designee. [invoices@nassaucountyfl.com](mailto:invoices@nassaucountyfl.com) and [jkirkland@nassaucountyfl.com](mailto:jkirkland@nassaucountyfl.com) for payment. The invoice submitted shall include the contract number referenced and shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid specifications and conditions of this Contract. Payment shall not be made until goods and/or services have been received, inspected and accepted by the County in the quantity and/or quality ordered. Payment in advance of receipt of goods

and/or services by the County **cannot** be made. The County shall pay the Vendor within forty-five (45) calendar days of receipt and acceptance of invoice by the Public Works Director, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act found at Section 218.70, Florida Statutes. The Vendor shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

**SECTION 5. Acceptance of Goods and/or Services.**

**5.1** Receipt of goods and/or services shall not constitute acceptance by the County. Final acceptance and authorization of payment shall be given only after a thorough inspection by the County indicates that the goods and/or services meet bid specifications and conditions. Should the quantity and/or quality differ in any respect from specifications, payment shall be withheld by the County 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 refusal of final acceptance of the quantity and/or quality received. Should a representative of the County agree to accept the goods and/or services on condition that the Vendor shall correct their performance within a stipulated time period, then payment shall be withheld until said corrections are made.

**SECTION 6. Term of Contract and Option to Extend or Renew.**

**6.1** The term of this Contract shall begin upon the date of execution by both parties to this Contract and shall *terminate in two hundred days (200) days from date of execution*. The County Manager is hereby authorized to execute any Contract renewal, amendment and/or modification upon approval by the County Attorney's Office. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 8 hereinbelow.

**6.2** In the event that the Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this 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 7. Firm Prices.**

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

**SECTION 8. Funding.**

8.1 The County's performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

**SECTION 9. Expenses.**

9.1 The Vendor shall be responsible for all expenses incurred while providing goods and/or services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Vendor's agents, if any, hired by the Vendor to complete the work under this Contract.

**SECTION 10. Taxes, Liens, Licenses and Permits.**

10.1 The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the goods and/or services provided under the terms of this Contract. As such, the Vendor shall refrain from including taxes in any billing. The Vendor is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

**10.2** The Vendor shall secure and maintain all licenses and permits required to provide goods and/or services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

**10.3** The Vendor acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Vendor shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

**SECTION 11. Governing Law, Venue and Compliance with Laws.**

**11.1** This Contract 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 Contract 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.

**11.2** The Vendor shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

**SECTION 12. Change Orders.**

**12. 1** 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 13. Modifications.**

**13.1** The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

**SECTION 14. Assignment and Subcontracting.**

**14.1** The Vendor shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the County.

**14.2** In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Vendor shall ensure and provide assurances to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Vendor shall provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's judgement, are insufficient. The Vendor shall be responsible for all work performed and all expenses incurred as a result thereof. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Vendor further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Vendor, at its expense, shall defend the County against such claims.

**14.3** The Vendor shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Vendor and subcontractors. The Vendor's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Vendor and paid to the subcontractors in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

**SECTION 15. Severability.**

15.1 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 16. Termination for Default.**

16.1 If the Vendor fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Vendor, then the County may, without prejudice to any right or remedy the County may have, terminate this Contract.

16.2 Upon termination of this Contract, the Vendor shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

**SECTION 17. Termination for Convenience.**

17.1 The County reserves the right to terminate this 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 goods and/or services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Vendor. The Vendor shall promptly contact the

County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

**SECTION 18. Force Majeure.**

**18.1** 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 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.

**18.2** 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 Contract. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Contract 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 Contract 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 increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract 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 goods and/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 goods and/or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

**SECTION 19. Access and Audits of Records.**

**19.1** The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the goods and/or services for at least three (3) years after completion of work contemplated under this Contract. The County and the County Clerk of Court 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 upon five (5) days' written notice to the Vendor.

**SECTION 20. Public Emergencies.**

**20.1** The Vendor agrees that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a "First Priority" for goods and/or services. The County expects to pay a fair and reasonable price for all goods and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

**SECTION 21. Probationary Period.**

**21.1** The first ninety (90) days of this Contract are to be considered a “probationary period.” Notwithstanding Sections 16 and 17 hereinabove, during the probationary period, the County may terminate this Contract based upon the performance of the Vendor and a new award be granted without another formal bid.

**SECTION 22. Independent Vendor Status.**

**22.1** The Vendor shall provide the goods and/or services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract 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.

**22.2** The Vendor and the County agree that during the term of this Contract: (a) the Vendor has the right to provide goods and/or services for others; ((b) the Vendor has the right to provide the goods and/or services required by this Contract; and (c) the Vendor has the right to hire assistants as subcontractors, or to use employees to provide the goods and/or services required by this Contract pursuant to Section 14 hereinabove.

**SECTION 23. Indemnification.**

**23.1** The Vendor shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney’s fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Vendor or any persons employed or utilized by the Vendor, in the performance of this Contract. The 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 Contract.

**SECTION 24. Insurance.**

**24.1** The Vendor shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "A". The policy limits required are to be considered minimum amounts.

**24.2** The Vendor shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

**SECTION 25. Dispute Resolution Process.**

**25.1** In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

**25.2** In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Vendor pursuant to Section 32 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

**25.3** The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Vendor. The Vendor may submit a written response to the County's written communication no less than five (5) days prior to the meeting with the County Manager or designee.

**25.4** If no satisfactory resolution as to the interpretation of the Contract terms is reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute 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 the dispute resolution or mediation process as set forth in this section.

**SECTION 26. E-Verify.**

**26.1** The Vendor shall comply with Section 448.095, Florida Statutes, 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 shall 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: [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify).

**26.2** The Vendor shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor shall provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the Contract.

**26.3** Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to Section 448.095(2)(c), Florida Statutes, the Vendor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of this Contract.

**SECTION 27. Public Records.**

**27.1** 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) 530-6090, [RECORDS@NASSAUCOUNTYFL.COM](mailto:RECORDS@NASSAUCOUNTYFL.COM), 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent that the Vendor is providing the goods and/or services to the County, and pursuant to Section 119.0701, Florida Statutes, the Vendor shall:

- a. Keep and maintain public records required by the County to provide goods and/or services.
- b. Upon request from the County's custodian of public records, provide the County 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 County.

d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County 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 shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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

**27.3** If the Vendor does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

**27.4** If the Vendor fails to provide the public records to the County within a reasonable time, the Vendor may be subject to penalties under Section 119.10, Florida Statutes.

**27.5** 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, to the County and to the Vendor.

**27.6** A notice complies with Section 27.5 (b) hereinabove, if it is sent to the County's custodian of public records and to the Vendor at the Vendor's address listed on its Contract with the County or to the Vendor's registered agent. Such notices shall be sent pursuant to Section 32 hereinbelow.

**27.7** If the Vendor complies with a public records request within eight (8) business days after the notice is sent, the Vendor is not liable for the reasonable costs of enforcement.

**27.8** In reference to any public records requested under this Contract, the Vendor shall identify and mark specifically any information which the Vendor considers confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Vendor believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable to the information claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."

**27.9** In conjunction with the confidential and/or proprietary information designation, the Vendor acknowledges and agrees that after notice from County, the Vendor shall respond to a notice from the County immediately, but no later than 10 calendar days from the date of notification or the Vendor shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.

**27.10** The Vendor further agrees that by designation of the confidential/proprietary material, the Vendor shall defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the Vendor's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to the Vendor's designation of material as exempt from public disclosure.

**SECTION 28. Disclosure of Litigation, Investigations, Arbitration or Administrative Decisions.**

**28.1** During the term of this Contract, or any extension thereto, the Vendor shall have the continued duty to 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. Public Entity Crimes.**

**29.1** In accordance with Section 287.133, Florida Statutes, the 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 within the thirty-six (36) months immediately preceding the date of this Contract.

**SECTION 30. Anti-Discrimination.**

**30.1** The 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.

**SECTION 31. Advertising.**

31.1 The Vendor shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Vendor’s name and either description of this Contract or the name of the County in any material published, either in print or electronically, to any entity that is not a party this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

**SECTION 32. Notices.**

32.1 All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County  
Attn: Jay Robertson, Parks & Recreation Director  
45195 Musslewhite Road  
Callahan, Florida 32011

Vendor: J. Williams Industrial Group, Inc.  
Attn: Mike Smith, Sr. Project Manager  
16114 N. Main Street  
Jacksonville, Florida 32218

**SECTION 33. Attorney’s Fees.**

**33.1** Notwithstanding the provisions of Section 27 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

**SECTION 34. Authority to Bind.**

**34.1** The Vendor represents and warrants that the Vendor's undersigned representative if executing this Contract on behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

**SECTION 35. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.**

**35.1** In the event of any conflict between the terms of this Contract and the terms of any attachments, the terms of this Contract shall prevail.

**35.2** All representations, indemnifications, warranties and guaranties made by the Vendor in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

**35.3** The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

**35.4** The Vendor warrants that all goods and/or services provided by the Vendor under this Contract shall be merchantable. All goods 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 facts made by the Vendor or on the container or label.

**SECTION 36. Construction of Contract.**

36.1 The parties hereby acknowledge that they have fully reviewed this Contract and any attachments and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

**SECTION 37. Headings.**

37.1 The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

**SECTION 38. Entire Agreement and Execution.**

38.1 This Contract, together with any attachments, constitutes the entire Contract between the County and the Vendor and supersedes all prior written or oral understandings.

38.2 This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

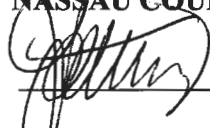
**SECTION 39. Change of Laws.**

39.1 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Vendor shall be paid its compensation for the goods and/or services provided prior to the termination date.

Contract No.: CM3605

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

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

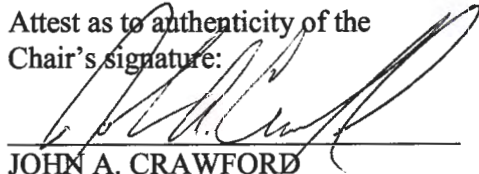


By: JOHN F. MARTIN

Its: Chairman

Date: 2-26-24

Attest as to authenticity of the  
Chair's signature:

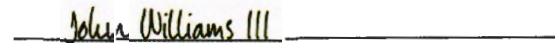


JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

Approved as to form and legality by the  
Nassau County Attorney

Denise C. May  
DENISE C. MAY

**J. WILLIAMS INDUSTRIAL GROUP,  
INC.**



By: JOHN A. WILLIAMS III

Its: CEO

Date: 1/30/2024

COUNTY'S REQUEST FOR PROPOSAL NC23-039RR-RFP, ("RFP"), AS MODIFIED BY ADDENDA

# **NASSAU COUNTY FLORIDA**



## **REQUEST FOR PROPOSAL (RFP) Nassau Crossing Park Site Lighting and Installation Services**

**RFP NO. NC23-039RR-RFP**

**PROPOSALS ARE DUE NOT LATER THAN**

**November 22, 2023 at 10:00 A.M.**

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## **SECTION 1: GENERAL INFORMATION**

### **1.1 INTRODUCTION:**

Nassau County (hereinafter referred to as the "County") is seeking proposals from licensed, qualified, and experienced companies capable of providing site lighting and installation services at Nassau Crossing Park located at 77500 William Burgess Boulevard, Yulee, FL 32097 in accordance with the terms, conditions, and scope of services contained in this Request for Proposal (RFP).

The work is to be performed by an experienced company, licensed, insured, and bonded to do business in the State of Florida. Vendor shall be familiar with and shall comply with County and State Ordinances governing demolition work and traffic control regulations during work. Vendor shall furnish all labor, materials, and equipment necessary to perform the work described herein in strict accordance with these specifications.

### **1.2 PROCUREMENT METHOD:**

This procurement is being conducted in accordance with all applicable provisions of the County Code of Ordinances. The specific method of source selection for the services required in this RFP is Code Section 1-141, Competitive Purchasing Methods.

### **1.3 COMPETITIVE PROCESS:**

Any vendor that meets the requirements specified in this Request for Proposal may participate in the competitive process.

### **1.4 PROPOSAL DOCUMENTS:**

This document and subsequent addendums, if any, can be downloaded electronically via the County's electronic bidding platform (PlanetBids), which is accessible via the County's website or using the following link: <https://pbsystem.planetbids.com/portal/49083/bo/bo-search>.

### **1.5 PERIOD OF PERFORMANCE:**

The term of the agreement, if awarded, the work shall be completed within one hundred twenty (120) calendar days from the date of contract execution by both the County and the awarded Vendor and issuance of Notice to Proceed.

### **1.6 PUBLIC ENTITY CRIMES:**

A person or affiliate who has been placed on the convicted Vendors list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Proposer under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted Vendor list. By signature on this solicitation and confirmation on the attached form, proposer certifies that they are qualified to do business with Nassau County in accordance with Florida Statutes.

**1.7 CONFLICT OF INTEREST:**

The Firm, by submission of their proposal, warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Firm to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or Firm other than a bona fide employee working solely for the Firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the County shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**1.8 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING:**

Vendor is hereby notified that pursuant to Section 287.05701, Florida Statutes, the County may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor and may not give preference to a vendor based on the vendor's social, political, or ideological interests.

**SECTION 2: SCOPE OF SERVICES****2.1 SCOPE OF SERVICES:**

Firm shall provide all Services (and Items incidental thereto) set forth in compliance with Exhibit "A" Scope of Services.

**SECTION 3: INSTRUCTIONS RESPONDENTS****3.1 RFP SCHEDULE OF EVENTS:**

Listed below are the dates and times by which stated actions will be taken or completed. The County may determine, in its sole discretion, that it is necessary to change any of these dates and times. All listed times are eastern standard times.

Event	Date	Time
RFP Available on PlanetBids	October 13, 2023	
Pre-Bid Meeting	October 26, 2023	9:00 AM ET
County Formal Response to Pre-Bid Posted to PlanetBids	November 3, 2023	
Deadline for Questions	November 10, 2023	by 4:00 PM ET
County Responses to Questions Posted to PlanetBids	November 17, 2023	
RFP Responses Due Date/Time and RFP Opening Date/Time	November 22, 2023	by 10:00 AM ET
Evaluation Committee (Evaluate/Rank Firms)	Week of December 4 – December 8	TBD
Presentations (if applicable)	Week of December 11 – December 15	TBD
BOCC Award/Approval	TBD	TBD



Solicitation responses, tabulation and award will be made public in accordance with Florida Statute 119.071 and Florida Statute 286.0113.

**3.2 SUBMISSION OF REQUEST FOR PROPOSALS (RFP):**

Proposals must be submitted electronically via the County's electronic bidding platform (PlanetBids), which is accessible via the County's website or using the following link: <https://pbsystem.planetbids.com/portal/49083/bo/bo-search>. The County will not accept proposals by facsimile, paper (hand-carry), email, or any other method. **Proposals must be received no later than the date and time specified in Section 3.1.**

**3.3.** Any proposals received after this date and time will be rejected and considered non-responsive. Proposals will be publicly read and recorded at the office of the Ex-Officio Clerk, Nassau County on date and time specified in Section 3.1. By submitting a response, Firm represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the County's objectives, as described under Scope of Services and Firm is prepared to comply with all statutes and regulations applicable to the services to be performed.

- Nassau County reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in any proposals.
- Nassau County reserves the right to amend, withdraw or cancel this RFP at any time without prior notice and it makes no representations that any contract will be awarded to any Firm responding to this RFP.
- Nassau County reserves the right at its sole discretion to modify this RFP should Nassau County deem that it is in the best interests to do so.
- Proposals received by Nassau County are public information and will be made available to any person upon request, after the entire proposal evaluation process has been completed. Submitted proposals are not to be copyrighted.

**3.4 SUBMISSION OF REQUEST FOR PROPOSALS (RFP):**

The following person has been designated the Point of Contact for this RFP:

Brittany Contardi, Senior Procurement Specialist  
Procurement Department  
Nassau County  
96135 Nassau Place, Suite 2  
Yulee, FL 32097  
Ph: 904-530-6042  
Email: [bcontardi@nassaucountyfl.com](mailto:bcontardi@nassaucountyfl.com)

Respondents to this RFP, or persons acting on their behalf shall not contact any employee or officer of the County concerning any aspect of this RFP, except in writing to the authorized County Point of Contact identified in this section, between the time RFP is released and the end of the seventy-two (72) hour period (excluding Saturdays, Sundays, and County holidays) following the County's posting of notice of recommendation of award. Violation of this provision may be grounds for rejecting a response.

**3.5 QUESTIONS/CLARIFICATIONS:**

Any ambiguity, conflict, discrepancy, omissions, or other error discovered in this solicitation must be reported immediately and a request made for modifications or clarification. Request for additional information or clarifications must be made in writing and submitted to **NASSAU COUNTY'S EPROCUREMENT SYSTEM, PLANETBIDS VENDOR PORTAL** by the question deadline identified in Section 3.1.

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the RFP opening date. Respondents should not rely on any representations, statements, or explanations other than those made in this solicitation or in any addendum to this solicitation. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

It is the Respondent's responsibility to be sure all addenda were received. The Respondent should verify with the designated contact person prior to submitting a proposal that all addenda have been received. Respondents are required to acknowledge the number of addenda received as part of their submission of the proposal. Respondents shall submit the Addendum Acknowledgment form attached hereto as Form "A."

**3.6 VERBAL INSTRUCTIONS:**

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any County officer or employee. Only those written communications that are issued from the County's Procurement Department shall be considered as duly authorized expressions on behalf of the County.

ALL QUESTIONS FROM RESPONDENTS MUST BE ADDRESSED IN WRITING AND SUBMITTED TO THE NASSAU COUNTY'S EPROCUREMENT SYSTEM, PLANETBIDS VENDOR PORTAL.

**3.7 PRE-PROPOSAL MEETING:** The pre-bid meeting shall be held at the Nassau Crossing Park, 77500 William Burgess Blvd., Yulee, FL 32097 on date and time specified in Section 3.1.

**3.8 PROPOSALS AND PRESENTATION COST:** The County will not be liable in any way for any cost incurred by the Respondent in the preparation of their proposal in response to this RFP nor for the presentation of their proposals or participation in any discussions or negotiations.

**3.9 INSURANCE REQUIREMENTS:** Respondents to this RFP shall submit proof of Commercial General Liability, Commercial Auto Liability, Professional Liability, and Worker's Compensation insurance coverage that meets or exceeds the insurance requirement listed in Exhibit "C."

Proof of Insurance must be in the form of a certificate of insurance or a copy of policy declarations page.

**3.10 PROPOSALS AND PRESENTATION COST:** The County will not be liable in any way for any cost incurred by the Respondent in the preparation of their proposal in response to this RFP nor for the presentation of their proposals or participation in any discussions or negotiations.

**SECTION 4: PROPOSAL CONTENT**

**4.1 RESPONSE FORMAT:** To facilitate and expedite review, the County asks that all Respondents follow the response format outlined below. Failure to submit your response

in the format requested may result in the reduction of your overall evaluation score. To assist you in preparing your response, the County's selection procedures are also described herein. Please abide by all requirements set forth to avoid any risk of disqualification.

### **TAB 1 – Cover Letter**

Provide a cover letter no longer than two (2) pages in length, signed by an authorized representative of the firm that can legally bind the company and provide, his/her title, address, phone number, and email address. Provide a positive commitment to perform the required scope of services. Respondent should also provide the primary contact person for this solicitation including his/her title, phone number, and email address. A table of contents should follow the cover letter.

### **TAB 2 – Table of Contents**

Include a clear identification of the material included in the proposal by page number.

### **TAB 3 – Knowledge and Qualifications**

Respondents should include:

- a brief description of your firm's organization, structure, and philosophy.
- Firm's years of experience.
- Knowledge of and compliance with applicable federal, state and local laws pertaining to this solicitation.

### **TAB 4 –Delivery and Approach**

- Describe the delivery plan including the communication plan, how services will be managed.
- Include examples of staff reports.
- Include any innovative approaches to providing the described services.

### **TAB 5 – References**

Provide a list of references for which similar services has been performed shall be included and the list shall include all similar contracts performed by the Respondent within the past five years. References should include the following information:

- Client name, address **AND** phone, numbers, and e-mail addresses;
- Description of all services provided;
- Performance period; and
- Total contract value.

The evaluators will randomly select at least three of these references, but the evaluators reserve the right to contact all the references listed if information from the three references contacted warrant further inquiry. The evaluators may check all public sources to determine whether Respondent has listed all contracts for similar work within the designated period. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to make inquiry into Respondent's performance of those contracts and the information obtained may be considered in evaluating Respondent's proposal.

**TAB 6 – Cost**

Lump sum rate for services using Exhibit “B” attached. The lump sum rate must be fully burdened to include all costs (overhead, profit, and non-labor expenses, such as travel, mileage, per diem for meals and incidentals, etc.).

**TAB 7 – Attachments/Administrative Information**

All Attachment/Forms required by the RFP shall be fully completed and executed by an authorized representative that can legally bind the Firm. Respondent shall submit all information in the above order. Failure to do so may diminish your score.

**SECTION 5: PROPOSAL EVALUATION AND SELECTION CRITERIA**

- 5.1 PROPOSAL EVALUATION:** The County will review all qualified responses to this RFP and select the proposal that is determined to be in the best public interest in accordance with the intent of this RFP. All proposals will first be screened for adherence to the requirements of this RFP. The County will not consider non-responsive proposals. A non-responsive proposal is a proposal that was not timely submitted or fails to meet the material terms and conditions of this RFP as determined by the County.

The County reserves the right to waive any informality in any proposal and to accept any proposal which it considers to be in the best public interest, and to reject any or all proposals. **The decision of the County shall be final.**

Solicitation responses, tabulation and award will be made public in accordance with Florida Statute 119.071 and Florida Statute 286.0113.

- 5.2 EVALUATION/SELECTION COMMITTEE:** The Procurement Director will facilitate the evaluation process. The evaluation/selection committee will be responsible for evaluating and ranking each Firm based upon the proposal submitted.
- 5.3** The Evaluation/Selection Committee shall evaluate the responses to the RFP and rank the Firm’s based on the evaluation criteria contained herein. The Committee may select a short-list of up to five (5) top-ranked Firms.
- 5.4 EVALUATION CRITERIA:** A one hundred (100) point formula scoring system will be utilized based upon the following criteria:

<b>Evaluation Factor</b>	<b>Maximum Points</b>
Understanding the RFP Scope of Services	25
Knowledge and Qualifications of Firm	25
Experience of Firm and References	35
Cost	15

- 5.5** The County reserves the right to make selections based on the submittals only or to request oral presentations or questions/answer sessions with the top ranked firms before determining the final ranking.
- 5.6** If the County requests oral presentations from the top ranked firms, a separate evaluation process will be conducted. Any scores from the initial evaluation process for short-ranking

purposes will not be used or added to the oral presentation scoring. The evaluation criteria and scoring that will be used for the ranking of the oral presentations will be provided prior to the presentation date.

## **SECTION 6. CONTRACT PROCEDURES**

### **6.1 PRESENTATION TO THE BOARD:**

The County's Parks and Recreation Department shall submit an agenda item for presentation to the Nassau County Board of County Commissioners requesting consideration and approval to award based on the recommendation of the evaluation committee according to the overall ranking and authorization to award a contract with the top-ranked firm.

## **SECTION 7. STANDARD CONTRACT TERMS FOR SERVICES**

The contract that the County intends to use for award is attached as Attachment "I". The successful Firm will be required to enter into an agreement which will include the requirements of this RFP as well as the terms and conditions of the draft contract, Attachment "I". Any exceptions to the standard terms and conditions must be stated in the proposal. Any submission of a proposal without objection to the standard terms and conditions indicates understanding and intention to comply with the standard terms and conditions. If there is a term or condition that the firm intends to negotiate, it must be stated in the proposal. The successful firm will not be entitled to any changes or modifications unless they were first stated in the proposal. The County reserves the right to reject any proposal(s) containing exceptions or modifications to the standard terms and conditions. The County may revise the stated standard terms and conditions prior to execution.

(The remainder of this page is intentionally left blank.)

**EXHIBIT “A”**  
**SCOPE OF SERVICES AND SPECIFICATIONS**

The Vendor shall provide Nassau Crossing Park Site Lighting and Installation Services, more specifically, including but not limited to:

**A1.** Vendor shall provide a proposed scope of services, a list of deliverables, photometrics of proposed electrical lighting criteria, and a proposed project schedule after issuance of the Notice to Proceed.

A1.1 Vendor’s electrical lighting criteria shall show existing right-of-way, roadway, curb, gutter, sidewalk, curb ramps, driveways, storm drain inlets and drainages, traffic signals and equipment boxes, utility poles, pull boxes, overhead and underground electrical and communication lines, pole stabilization wires, water lines, fire hydrants, sewer lines and any trees affecting the project.

A1.2 Vendor’s electrical lighting criteria shall show new streetlight locations, conduit, pull box locations, and service location(s) for the new utility metered service.

**A2.** Site lighting and installation services shall include preparation of the following deliverables:

A2.1 Vendor shall review existing site electrical plans.

A2.1.1 Two electrical plan options are provided in the solicitation. The Site Plan, attached hereto as Attachment “I” which was the original architect design provided by Haddad Engineering, Inc. and the Photometric Analysis, attached hereto as Attachment “II”, provided by Florida Power & Light Company. There may be some variations between the two design plans, including the output.

A2.2 Vendor’s proposal shall meet the requirements of the William Burgess Overlay District Context and Connectivity Blueprint, which is available on the County’s website (<https://www.nassaucountyfl.com/1226/William-Burgess-Overlay-District>).

A2.2.1 Lighting is specifically addressed in Section 4.14.4 of the William Burgess Overlay District Context and Connectivity Blueprint. Examples of the holophane bern are attached as Attachment “IV” and Attachment “V”.

A2.2.2 The comparable substitutions must be submitted with the Vendor’s submittal.

A2.2.3 Comparable substitutions must be reviewed and approved by the County and the William Burgess Overlay District.

A2.2.4 Comparable substitutions may be accepted upon written authorization from the Parks and Recreation representative.

- A3.** Site lighting and installation services shall consist of furnishing of all material, equipment, and labor for the installation and testing of a complete, operational street lighting system.
- A4.** Vendor shall purchase of all materials including underground infrastructure and above ground fixtures.
- A5.** Vendor shall provide professional installation of all underground infrastructure and above ground fixtures.
- A6.** Available underground sleeving is provided in the Sleeve Plans, attached hereto as Attachment "VI". Any additional underground boring shall be completed by Vendor.
- A7.** Existing landscaping and irrigation are provided in the Landscaping and Irrigation Site Plan & As-Built, attached hereto as Attachment "VII".
- A8.** Vendor shall be responsible for any repairs to asphalt or any other current park amenities damaged during installation.
- A9.** Vendor shall identify if the current transformer will allow for the addition of the services referenced in this section and provide the County with its findings within ten (10) days of the identification. Upon receipt, the County shall make necessary accommodations to provide power to the addition of these fixtures if applicable.
  - A9.1** Emergency power may be provided by the transformer located onsite. Any other emergency power needed would need to be provided by and at the cost of the Vendor.
- A10.** Vendor shall contact the Parks and Recreation representative for an electrical inspection when each power supply is ready for operation.
- A11.** Vendor shall obtain an address from the Parks and Recreation representative for each power supply, which the Vendor shall use when dealing with the electrical utility company.
- A12.** Vendor shall be responsible for contacting the electrical utility company in advance to schedule delivery of service to each power supply.
  - A12.1** The County shall pay the electrical utility company's fees to deliver electrical service.
  - A12.2** Vendor shall be billed for all electrical utility service charges until the entire project is substantially complete and the burn test is successfully completed.
  - A12.3** After those milestones the electrical service can be transferred to the County.

- A13.** Vendor shall be responsible for making all repairs and replacements, including downed poles, damaged or cut cables, and burnt-out lamps, to the streetlight system, regardless of the cause or responsible party, until the work is determined by the County to be substantially complete.
- A14.** Vendor shall verify all existing conditions thoroughly on site.
- A15.** Vendor shall not assume completeness or accuracy of existing drawings provided by the County.
- A16.** Electrical lighting criteria shall be prepared to determine appropriate lighting levels and layout based on current applicable standards, methods of support, routine maintenance needs, and/or proposed modifications to controls or other operational enhancements.
- A17.** Vendor shall provide the County the electrical lighting criteria within thirty (30) calendar days upon execution of the resulting contract.
- A17.1 Electrical lightning criteria proposals should include isometric design plans with a general overview and cost breakdown.
- A18.** The electrical lighting criteria shall also evaluate continued need for any existing lighting elements not directly associated with roadway or public safety and provide a final opinion of costs.
- A19.** Final electrical lighting criteria documents shall include a plan set addressing work zone and temporary lighting accommodations. Electrical lighting criteria documents shall also include identification of required permits, construction specifications and estimate to developed to County standards, or any other items considered incidental to providing a set of plans.
- A19.1 The work site does not include any lighting except the internal lighting in the park restrooms. If the Vendor needs temporary lighting to perform work, temporary lighting shall be provided by and at the cost of the awarded vendor.
- A20.** The CADD plans shall be made available to the Vendor upon execution of the resulting contract.

**B. Business Hours and Holidays:**

- B1. These services shall be conducted during the hours of Monday through Friday between 8:00am and 5:00pm ET, unless prior arrangements are agreed upon by both parties.



B2. These services shall follow the County's Holiday schedule. To view the County's current Holiday Schedule, including the days of observance, please visit the County's website (<https://www.nassaucountyfl.com/31/For-Residents>).

B2.1 The following is a list of holidays on which contract services will not be performed unless advanced, written approval is provided to the Vendor from the County:

- New Year's Day
- Martin Luther King, Jr. Birthday
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day

C. **Equipment:** Only equipment designed for performance of work described herein will be acceptable for work performed under this agreement. The equipment used must be in good, safe operating condition at all times. The County may inspect the equipment prior to awarding the bid, and anytime during the course of the resulting contract. All safety devices shall be properly installed and maintained at all times the equipment is in use.

D. **Traffic Control:**

D1. This section shall cover all instances involving the County's roads (e.g. Williams Burgess Boulevard, North Harts Road, Highway 17). It would not include park walkways, walking or bicycle trails, etc. within the park's footprint.

D1. Vendor and its subcontractors shall be responsible for safely maintaining vehicular, bicycle and pedestrian traffic while performing work under this contract and complying with traffic safety requirements for all contract operations.

D2. The Vendor is responsible for posting "temporary no parking" signs at least twenty-four (24) hours before using the parking lane for operations.

D3. No County roadway will be closed at any time without written notification to the Parks and Recreation representative and approval therefrom prior to the closure and must adhere to the County's Road Closure Policy, which is available on the County's website (<https://www.nassaucountyfl.com/120/Construction-Forms>).

D4. Vendor shall be responsible for traffic control during operations performed by the Vendor's personnel and/or subcontractors.

- D5. Vendor shall furnish, erect, and maintain all necessary traffic control and safety devices.
- D6. Traffic control shall be in conformance with the Federal Highway Administration, Manual on Uniform Traffic Control Devices, latest edition and the Florida Department of Transportation Roadway and Traffic Design Standards, latest edition.
- D7. The foregoing requirements are to be considered as minimum and the Vendor's compliance shall in no way relieve the Vendor of final responsibility for providing adequate traffic control devices and personnel for the protection of its employees and the public throughout the work areas.
- D8. Vendor shall have at least one (1) full-time employee certified in Florida Department of Transportation ("FDOT"), Maintenance of Traffic Work Zone Safety, Intermediate Level as a minimum.
- D9. A copy of the employee's certification of FDOT maintenance of traffic training is required to be submitted with the Vendor's proposal.
- D10. All persons flagging traffic shall have in their possession: current, valid certification of FDOT Basic Maintenance of Traffic training as a minimum requirement.
- D11. County may at any time request that the Vendor's flaggers produce proof of current, valid certification of FDOT Maintenance of Traffic training.
- D12. County reserves the right to stop the Vendor's work if flaggers are unable to produce proof of current, valid training upon request.
- D13. All costs associated with maintenance of traffic are the responsibility of the Vendor.

**E. Limitation of Operations:**

- E1. No equipment shall be left on the road right-of-way overnight or the median, regardless of right-of-way or median width.
- E2. With prior written approval from the County and at the Vendor's risk, it may be possible for the Vendor to leave equipment overnight on County property other than road right-of-ways or medians.
- E3. Vendor shall preserve from damaging any property associated with, or which is in the vicinity of, or is in any way affected by the work. This applies to public property and/or utilities.

- E4. Vendor shall immediately notify the County of damages when they occur.
- E5. Any damages occurring to such properties shall be immediately repaired at the expense of the Vendor to a condition equal to or better than that existing before such damage occurred.

**F. Specifications:**

- F1. Prior to commencing work, the vendor shall document all pre-existing damages in the area of work to be performed and submit documentation to the Parks and Recreation representative.
- F2. All precautions must be taken to ensure no damage to surrounding landscape, structures, or amenities will occur. Any damages to surrounding landscape, structures, or amenities shall be the responsibility of the Vendor to repair or replace to existing or better conditions.
- F3. Work shall be scheduled with minimal disruption to the surrounding landscape, structures, or amenities, as determined by the County.
- F4. All debris removed from these processes shall be removed or placed in appropriate containers as directed by the Parks and Recreation representative.

**G. County's Responsibilities:**

- G1. County will provide contact person(s) name, phone number, and email address for the vendor to report all problems noted.
- G2. All work shall be done subject to the supervision and direction of the Parks and Recreation representative who shall have access to all of the work.
- G3. Parks and Recreation representative will have the authority to suspend the work either wholly, or in part, due to failure to carry out provisions of the contract; for failure to carry out orders; for such periods as he/she deems necessary due to unsuitable weather conditions; or for conditions or reasons deemed to be in the public interest.
- G4. Parks and Recreation representative will have the authority to require the immediate removal of any person employed by the Vendor who appears to be incompetent or to act in a disorderly or improper manner.

**H. Vendor's Responsibilities:**

- H1. Vendor shall provide a trained staff of competent personnel for the performance of the services described.

- H2. Vendor shall always provide supervision of all work crews while performing work under this contract.
- H3. Vendor shall maintain a clean and safe work environment. Vendor shall endeavor to keep the project site free of rubbish and debris and as safe a condition as possible.
- H4. Vendor shall control any vehicles and tools so not to affect any vehicles, pedestrians, or residents within the job site.
- H5. Vendor shall keep the premises free from accumulation of waste materials, rubbish and other debris resulting from the work. After completion of the work the Vendor shall remove all waste materials and debris from around the worksite.
- H6. Vendor shall be responsible and liable for all injuries or damages to persons or property that occur as a result of his/her fault or negligence in connection with the work assigned. Vendor's personnel shall immediately report any such injuries, damage, abnormalities to Parks and Recreation representative as soon as possible.
- H7. Vendor is responsible for all underground utilities located before the commencement of work.
- H8. Vendor's personnel shall be readily identifiable by wearing uniforms that clearly designate their company's name. Similarly, service vehicles shall clearly designate the company's name.
- H9. Vendor shall designate a supervisor as a contact person and provide the county with this person's phone number and email address. This supervisor shall be available to tour work areas within twenty-four (24) hours of completion.
- H10. Vendor shall provide a contact phone number and email for invoicing issues. Calls shall be returned within twenty-four (24) hours, Monday through Friday between 8:00am and 5:00pm EDT/EST, unless prior arrangements are agreed upon by both parties.
- H11. Vendor shall be responsible for thoroughly reviewing of all plans and specifications affecting any electrical project assigned.
- H12. Vendor shall notify the Parks and Recreation representative concerning any conflicts or deviations immediately. Vendor shall not proceed until written approval is received from the Parks and Recreation representative.
- H13. Vendor shall be responsible for providing a safe work area, proper barricades, warning signage, caution tape, temporary fencing and so forth to ensure that Vendor's personnel, faculty, and residents are not subject to safety violations. At no time should there be unsupervised, exposed and/or energized electrical wiring, panels, or equipment which would be accessible to the public. Overhead work

repairs and installation projects must not be made or installed in an unsecured work area or while unauthorized persons are below. All excavation drilling areas must be effectively barricaded and/or fenced off to safely prohibit entry into the work area and the fenced off areas must be maintained until the completion of the project.

- H14. Vendor shall be responsible for storing and protecting all materials from injury prior to installation. Vendor shall not store materials directly on the ground or floor and keep as clean and dry as possible and free from damage or deteriorating elements.
- H15. Vendor shall NEVER install damaged materials.
- H16. Vendor shall provide ground fault protection in all temporary service.
- H17. Vendor shall ensure manufacturer's nameplates are in a visible location for each major component of equipment with manufacturers name, address, model number and rating.
- H18. Vendor shall provide two indexed, bound copies of all maintenance manuals, wiring diagrams, control panel interconnect diagrams, and the individual module wiring diagrams supplied with the control panel including all proprietary components and information. This submittal will be followed by a final revised submittal showing field adjustment, when required.
- H19. Vendor shall notify the appropriate Parks and Recreation representative when the work is completed enabling the County to inspect the work for acceptance within twenty-four (24) hours of completion.
- H20. In case of an emergency which threatens injury or loss of property and/or injury to life or persons, the Vendor shall promptly take such action, without previous instructions from the Parks and Recreation representative as the situation may reasonably warrant. He/she shall notify the Parks and Recreation representative immediately thereafter and any additional compensation claimed by the Vendor therefore, together with evidence of the expense incurred in acting in such emergency, shall be submitted to the County and the amount of compensation due, if any, shall be determined by mutual agreement.
- H21. Vendor must abide by all applicable safety practices and precautions including, but are not limited to:
- Occupational Safety and Health Administration
  - National Safety Council's Accident Prevention Manual for Industrial Operations
  - NFPA
  - American National Standards for Personnel Protection

- H22. Vendor must abide by any local, state, or federal laws and regulations.
- H23. Vendor shall obtain all necessary permits and pay any associated fees at their own expense.

(The remainder of this page is intentionally left blank.)

**EXHIBIT "B"**  
**PRICE SHEET**

Vendor shall provide Nassau Crossing Park Site Lighting and Installation Services in accordance with Exhibit A, Scope of Services and Specifications at the price below.

<b>NASSAU CROSSING PARK SITE LIGHTING AND INSTALLATION SERVICES</b>	
<b>TOTAL LUMP SUM PRICE</b>	\$

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(Total Lump Sum Price in Words)

The undersigned declares that they have examined the Notice to Bidders, Instructions to Bidders, and Technical Specifications/Scope of Work and is informed fully with regard to all terms and conditions pertaining thereto and agrees under these specifications at the prices set forth above.

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

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

**EXHIBIT "C"**  
**INSURANCE REQUIREMENTS**

**GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS**

**COMMERCIAL GENERAL LIABILITY INSURANCE**

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

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

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

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

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

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

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

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

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

**AUTOMOBILE LIABILITY INSURANCE**

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

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

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

Vendor/Contractor shall require each of his Sub-Vendor/Contractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage and Automobile Liability insurance coverage meeting the same limit and requirements as the Vendor/Contractors insurance.



**Certificates of Insurance and the insurance policies required for this Agreement shall contain –**

- **Endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.**
  - **Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy (ies).**
  - **CGL policy for construction related contracts –**
    - **Additional Insured Endorsement must include Ongoing and Completed**
    - **CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement or Amendment of Insured Contract Definition**
    - **CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract**
- **Provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.**
- **Provision that policies, except Workers' Compensation, are primary and noncontributory.**

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

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

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

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

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

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

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

**ATTACHMENT "I"  
DRAFT CONTRACT**

Contract No.: CM \_\_\_\_\_

**CONTRACT FOR [TYPE OF SERVICES] SERVICES**

**THIS CONTRACT** is entered into 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 **[Vendor's Name]**, located at **[Vendor's Address]**, hereinafter referred to as the "Vendor".

**WHEREAS**, the County received bids for **[Type of Services]**, on or about **[Date of ITB Opening]**. Said services are more fully described in the County's Invitation to Bid ("ITB"), attached hereto and incorporated herein as Exhibit "A"; and

**WHEREAS**, the County has determined that the Vendor was the lowest, most responsive and responsible bidder; and

**WHEREAS**, all terms and conditions of the County's ITB, numbered **NC23-XXX-ITB**, and the Vendor's response are incorporated herein and made a part of this Contract by this reference; and

**WHEREAS**, a copy of the Vendor's Response and Price Sheet is attached hereto as Exhibit "B" and made a part hereof; and

**WHEREAS**, the Vendor desires to render certain services as described in Exhibit "A", and has the qualifications, experience, staff and resources to perform those services; and

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

**SECTION 1. Recitals.**

**1.1** The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

**SECTION 2. Contract Exhibits.**

**2.1** The Exhibits listed below are the exhibits incorporated into and made part of this Contract:

Contract No.: CM \_\_\_\_\_

**Exhibit A** COUNTY'S INVITATION TO BID NC23-0XX-ITB, ("ITB"), AS  
MODIFIED BY ADDENDA; AND

**Exhibit B** VENDOR'S RESPONSE AND PRICE SHEET

**SECTION 3. Description of Goods and/or Services to be Provided.**

3.1 The Vendor shall provide the goods and/or services further described in the *County's ITB*, a copy of which is attached hereto and incorporated herein as Exhibit "A". 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 goods and/or services issued by the County. The Vendor shall provide the goods and/or services as contained in the *County's ITB* in a timely and professional manner in accordance with specifications referenced herein.

**SECTION 4. Payment and Invoicing.**

4.1 The County shall pay the Vendor in an amount not to exceed [Amount Written Out] (\$ \_\_\_\_\_) for the goods and/or services referenced in Exhibit(s) "A" and "B". No payment shall be made for goods and/or services without a proper County work authorization or purchase order. The Vendor shall submit a copy of all invoices to the [Title of Director] or designee and to [invoices@nassaucountyfl.com](mailto:invoices@nassaucountyfl.com) for payment. The invoice submitted shall include the contract number referenced and shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid specifications and conditions of this Contract. Payment shall not be made until goods and/or services have been received, inspected and accepted by the County in the quantity and/or quality ordered. Payment in advance of receipt of goods and/or services by the County **cannot** be made. The County shall pay the Vendor within forty-five (45) calendar days of receipt and acceptance of invoice by the [Title of Director], pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt

Payment Act found at Section 218.70, Florida Statutes. The Vendor shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

**SECTION 5. Acceptance of Goods and/or Services.**

**5.1** Receipt of goods and/or services shall not constitute acceptance by the County. Final acceptance and authorization of payment shall be given only after a thorough inspection by the County indicates that the goods and/or services meet bid specifications and conditions. Should the quantity and/or quality differ in any respect from specifications, payment shall be withheld by the County 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 refusal of final acceptance of the quantity and/or quality received. Should a representative of the County agree to accept the goods and/or services on condition that the Vendor shall correct their performance within a stipulated time period, then payment shall be withheld until said corrections are made.

**SECTION 6. Term of Contract and Option to Extend or Renew.**

**6.1** The term of this Contract shall begin upon the date of execution by both parties to this Contract and shall *terminate three (3) years from date of execution*. The term of this Contract may be extended in one (1) year increments for *an additional two (2) years* with no changes in terms or conditions, upon mutual written agreement between the Consultant and the County. The County Manager is hereby authorized to execute any Contract renewal, amendment and/or modification upon approval by the County Attorney's Office. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 8 hereinbelow.

**6.2** In the event that the Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this 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 7. Firm Prices.**

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

**SECTION 8. Funding.**

8.1 The County's performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

**SECTION 9. Expenses.**

9.1 The Vendor shall be responsible for all expenses incurred while providing goods and/or services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Vendor's agents, if any, hired by the Vendor to complete the work under this Contract.

**SECTION 10. Taxes, Liens, Licenses and Permits.**

10.1 The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the goods and/or services provided under the terms of this Contract. As such, the Vendor shall refrain from including taxes in any billing. The Vendor is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

**10.2** The Vendor shall secure and maintain all licenses and permits required to provide goods and/or services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

**10.3** The Vendor acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Vendor shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

**SECTION 11. Governing Law, Venue and Compliance with Laws.**

**11.1** This Contract 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 Contract 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.

**11.2** The Vendor shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

**SECTION 12. Change Orders.**

**12. 1** 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 13. Modifications.**

**13.1** The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

**SECTION 14. Assignment and Subcontracting.**

**14.1** The Vendor shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the County.

**14.2** In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Vendor shall ensure and provide assurances to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Vendor shall provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's judgement, are insufficient. The Vendor shall be responsible for all work performed and all expenses incurred as a result thereof. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Vendor further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Vendor, at its expense, shall defend the County against such claims.

**14.3** The Vendor shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Vendor and subcontractors. The Vendor's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Vendor and paid to the subcontractors in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

**SECTION 15. Severability.**

15.1 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 16. Termination for Default.**

16.1 If the Vendor fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Vendor, then the County may, without prejudice to any right or remedy the County may have, terminate this Contract.

16.2 Upon termination of this Contract, the Vendor shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

**SECTION 17. Termination for Convenience.**

17.1 The County reserves the right to terminate this 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 goods and/or services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Vendor. The Vendor shall promptly contact the



County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

**SECTION 18. Force Majeure.**

**18.1** 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 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.

**18.2** 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 Contract. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Contract 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 Contract 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 increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract 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 goods and/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 goods and/or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

**SECTION 19. Access and Audits of Records.**

**19.1** The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the goods and/or services for at least three (3) years after completion of work contemplated under this Contract. The County and the County Clerk of Court 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 upon five (5) days' written notice to the Vendor.

**SECTION 20. Public Emergencies.**

**20.1** The Vendor agrees that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a "First Priority" for goods and/or services. The County expects to pay a fair and reasonable price for all goods and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

**SECTION 21. Probationary Period.**

**21.1** The first ninety (90) days of this Contract are to be considered a “probationary period.” Notwithstanding Sections 16 and 17 hereinabove, during the probationary period, the County may terminate this Contract based upon the performance of the Vendor and a new award be granted without another formal bid.

**SECTION 22. Independent Vendor Status.**

**22.1** The Vendor shall provide the goods and/or services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract 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.

**22.2** The Vendor and the County agree that during the term of this Contract: (a) the Vendor has the right to provide goods and/or services for others; ((b) the Vendor has the right to provide the goods and/or services required by this Contract; and (c) the Vendor has the right to hire assistants as subcontractors, or to use employees to provide the goods and/or services required by this Contract pursuant to Section 14 hereinabove.

**SECTION 23. Indemnification.**

**23.1** The Vendor shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney’s fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Vendor or any persons employed or utilized by the Vendor, in the performance of this Contract. The 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 Contract.

**SECTION 24. Insurance.**

**24.1** The Vendor shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "A". The policy limits required are to be considered minimum amounts.

**24.2** The Vendor shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

**SECTION 25. Dispute Resolution Process.**

**25.1** In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

**25.2** In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Vendor pursuant to Section 32 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

**25.3** The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Vendor. The Vendor may submit a written response to the County's written communication no less than five (5) days prior to the meeting with the County Manager or designee.

**25.4** If no satisfactory resolution as to the interpretation of the Contract terms is reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute 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 the dispute resolution or mediation process as set forth in this section.

**SECTION 26. E-Verify.**

**26.1** The Vendor shall comply with Section 448.095, Florida Statutes, 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 shall 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: [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify).

**26.2** The Vendor shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor shall provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the Contract.

**26.3** Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to Section 448.095(2)(c), Florida Statutes, the Vendor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of this Contract.

**SECTION 27. Public Records.**

**27.1** 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) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent that the Vendor is providing the goods and/or services to the County, and pursuant to Section 119.0701, Florida Statutes, the Vendor shall:

- a. Keep and maintain public records required by the County to provide goods and/or services.
- b. Upon request from the County's custodian of public records, provide the County 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 County.

d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County 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 shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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

**27.3** If the Vendor does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

**27.4** If the Vendor fails to provide the public records to the County within a reasonable time, the Vendor may be subject to penalties under Section 119.10, Florida Statutes.

**27.5** 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, to the County and to the Vendor.

**27.6** A notice complies with Section 27.5 (b) hereinabove, if it is sent to the County's custodian of public records and to the Vendor at the Vendor's address listed on its Contract with the County or to the Vendor's registered agent. Such notices shall be sent pursuant to Section 32 hereinbelow.

**27.7** If the Vendor complies with a public records request within eight (8) business days after the notice is sent, the Vendor is not liable for the reasonable costs of enforcement.

**27.8** In reference to any public records requested under this Contract, the Vendor shall identify and mark specifically any information which the Vendor considers confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Vendor believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable to the information claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."

**27.9** In conjunction with the confidential and/or proprietary information designation, the Vendor acknowledges and agrees that after notice from County, the Vendor shall respond to a notice from the County immediately, but no later than 10 calendar days from the date of notification or the Vendor shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.



**27.10** The Vendor further agrees that by designation of the confidential/proprietary material, the Vendor shall defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the Vendor's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to the Vendor's designation of material as exempt from public disclosure.

**SECTION 28. Disclosure of Litigation, Investigations, Arbitration or Administrative Decisions.**

**28.1** During the term of this Contract, or any extension thereto, the Vendor shall have the continued duty to 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. Public Entity Crimes.**

**29.1** In accordance with Section 287.133, Florida Statutes, the 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 within the thirty-six (36) months immediately preceding the date of this Contract.

**SECTION 30. Anti-Discrimination.**

**30.1** The 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.

**SECTION 31. Advertising.**

**31.1** The Vendor shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Vendor’s name and either description of this Contract or the name of the County in any material published, either in print or electronically, to any entity that is not a party this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

**SECTION 32. Notices.**

**32.1** All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County  
Attn: [Title of Director]  
[Department’s Address Line 1]  
[Department’s Address Line 2]

Vendor: [Vendor’s Name]  
Attn: [Vendor’s Contact Person’s Name and Title]  
[Vendor’s Address Line 1]  
[Vendor’s Address Line 2]

**SECTION 33. Attorney’s Fees.**

**33.1** Notwithstanding the provisions of Section 27 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

**SECTION 34. Authority to Bind.**

**34.1** The Vendor represents and warrants that the Vendor's undersigned representative if executing this Contract on behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

**SECTION 35. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.**

**35.1** In the event of any conflict between the terms of this Contract and the terms of any attachments, the terms of this Contract shall prevail.

**35.2** All representations, indemnifications, warranties and guaranties made by the Vendor in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

**35.3** The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

**35.4** The Vendor warrants that all goods and/or services provided by the Vendor under this Contract shall be merchantable. All goods 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 facts made by the Vendor or on the container or label.

**SECTION 36. Construction of Contract.**

**36.1** The parties hereby acknowledge that they have fully reviewed this Contract and any attachments and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

**SECTION 37. Headings.**

**37.1** The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

**SECTION 38. Entire Agreement and Execution.**

**38.1** This Contract, together with any attachments, constitutes the entire Contract between the County and the Vendor and supersedes all prior written or oral understandings.

**38.2** This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

**SECTION 39. Change of Laws.**

**39.1** If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Vendor shall be paid its compensation for the goods and/or services provided prior to the termination date.

Contract No.: CM \_\_\_\_\_

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

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

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

Attest as to authenticity of the  
Chair's signature:

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

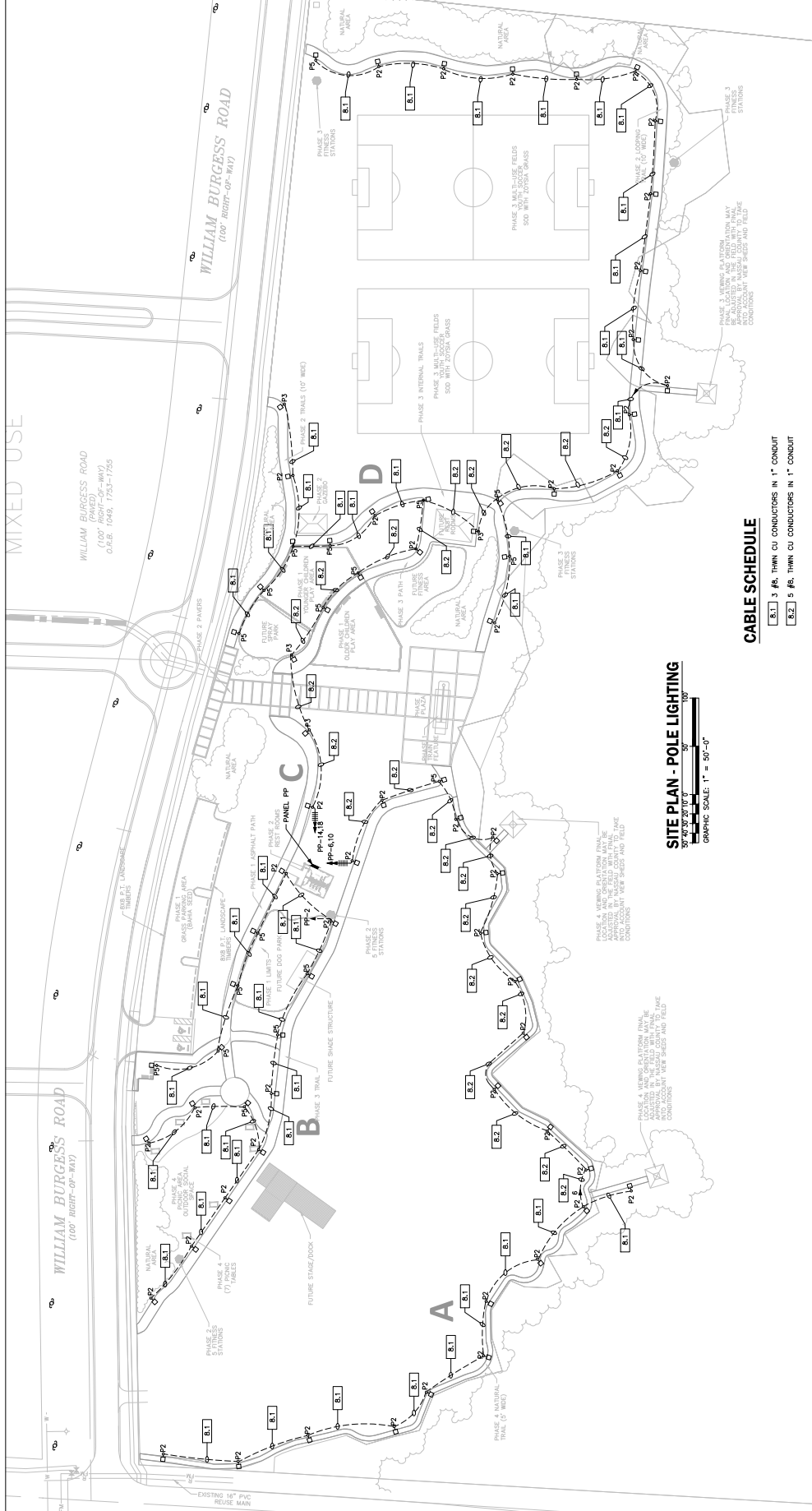
Approved as to form and legality by the  
Nassau County Attorney

\_\_\_\_\_  
DENISE C. MAY

**[VENDOR'S NAME]**

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





**SITE PLAN - POLE LIGHTING**  
 50'-0" (10' x 10')  
 GRAPHIC SCALE: 1" = 80'-0"

**CABLE SCHEDULE**

- E.1.1 3 #8, THIN CU CONDUCTORS IN 1" CONDUIT
- E.2.1 5 #8, THIN CU CONDUCTORS IN 1" CONDUIT

TYPE	MANUFACTURER	CATALOGUE NUMBER	LIGHT SOURCE	WOLTS	MONITORING HEIGHT	REMARKS	NOTES
P1	COOPER	PR1-C1E-D-INV-T2-SA-BZ-10K	4000K	52	71/23	120/277	12' AG
P2	COOPER	PR1-C1E-D-INV-T2-SA-BZ-10K	4000K	52	71/23	120/277	12' AG
P3	COOPER	PR1-C1E-D-INV-T2-SA-BZ-10K	4000K	52	71/23	120/277	12' AG
P4	COOPER	PR1-C1E-D-INV-T2-SA-BZ-10K	4000K	52	71/23	120/277	12' AG

Design and Calculations have been performed according to The Energy Independence and Security Act of 2007 (EISA), IESNA and CIE standards and good practice. Some differences between measured values and calculated results may occur due to tolerances in the calculation methods, testing procedures, component performance, measured techniques and field conditions such as voltage and temperature variations. Input data used to generate the attached calculations such as room dimensions, reflectances, furniture and architectural elements significantly affect the lighting calculations. If the real environmental conditions do not match the input data, and actual lighting fixtures installed, differences will occur between values and calculated results. The interior room/area or outdoor area being calculated, is considered to be completely empty or flat unless noted otherwise. Unless specifically stated otherwise, predicted foot candles are not a recommendation of lighting levels. Recipient of this report, or someone designated by the recipient, must verify that all lighting fixtures will physically fit within the specified locations. Catalog numbers of lighting fixtures may not be complete as all conditions may not be known. Ardel & Winter Inc. and/or the author of these documents, assumes no responsibility for any such variances and will not be held responsible for lighting levels different from predicted levels in this report due to the above described factors and or conditions.

CABLE NO.	DESIGNATION	WIRE	END	COND	POLE	TRIP	CIRCUIT BREAKER	CIRCUIT	KVA	DESIGNATION	120/240 VOLTS		1" PHASE 3 WIRE			
											100 AMP	MAN CIRCUIT BREAKER				
1	SFD	8	8	3/4	2	2	1	0	0.5	20	2	1	8	8	SITE LIGHTING	4
2	SFD	8	8	3/4	2	2	1	0	0.5	20	2	1	8	8	SITE LIGHTING	6
3	SFD	8	8	3/4	2	2	1	0	0.5	20	2	1	8	8	SITE LIGHTING	6
4	SFD	8	8	3/4	2	2	1	0	0.5	20	2	1	8	8	SITE LIGHTING	6
5	SFD	8	8	3/4	2	2	1	0	0.5	20	2	1	8	8	SITE LIGHTING	6
6	SFD	8	8	3/4	2	2	1	0	0.5	20	2	1	8	8	SITE LIGHTING	6
7	SFD	8	8	3/4	2	2	1	0	0.5	20	2	1	8	8	SITE LIGHTING	6
8	SFD	8	8	3/4	2	2	1	0	0.5	20	2	1	8	8	SITE LIGHTING	6
9	SFD	8	8	3/4	2	2	1	0	0.5	20	2	1	8	8	SITE LIGHTING	6
10	SFD	8	8	3/4	2	2	1	0	0.5	20	2	1	8	8	SITE LIGHTING	6
11	SFD	8	8	3/4	2	2	1	0	0.5	20	2	1	8	8	SITE LIGHTING	6
12	SFD	8	8	3/4	2	2	1	0	0.5	20	2	1	8	8	SITE LIGHTING	6
13	SFD	8	8	3/4	2	2	1	0	0.5	20	2	1	8	8	SITE LIGHTING	6
14	SFD	8	8	3/4	2	2	1	0	0.5	20	2	1	8	8	SITE LIGHTING	6
15	SFD	8	8	3/4	2	2	1	0	0.5	20	2	1	8	8	SITE LIGHTING	6
16	SFD	8	8	3/4	2	2	1	0	0.5	20	2	1	8	8	SITE LIGHTING	6
17	SFD	8	8	3/4	2	2	1	0	0.5	20	2	1	8	8	SITE LIGHTING	6
18	SFD	8	8	3/4	2	2	1	0	0.5	20	2	1	8	8	SITE LIGHTING	6
19	SFD	8	8	3/4	2	2	1	0	0.5	20	2	1	8	8	SITE LIGHTING	6
20	SFD	8	8	3/4	2	2	1	0	0.5	20	2	1	8	8	SITE LIGHTING	6
21	SFD	8	8	3/4	2	2	1	0	0.5	20	2	1	8	8	SITE LIGHTING	6
22	SFD	8	8	3/4	2	2	1	0	0.5	20	2	1	8	8	SITE LIGHTING	6
23	SFD	8	8	3/4	2	2	1	0	0.5	20	2	1	8	8	SITE LIGHTING	6
24	SFD	8	8	3/4	2	2	1	0	0.5	20	2	1	8	8	SITE LIGHTING	6
25	SFD	8	8	3/4	2	2	1	0	0.5	20	2	1	8	8	SITE LIGHTING	6
26	SFD	8	8	3/4	2	2	1	0	0.5	20	2	1	8	8	SITE LIGHTING	6
27	SFD	8	8	3/4	2	2	1	0	0.5	20	2	1	8	8	SITE LIGHTING	6
28	SFD	8	8	3/4	2	2	1	0	0.5	20	2	1	8	8	SITE LIGHTING	6
29	SFD	8	8	3/4	2	2	1	0	0.5	20	2	1	8	8	SITE LIGHTING	6
30	SFD	8	8	3/4	2	2	1	0	0.5	20	2	1	8	8	SITE LIGHTING	6
TOTAL KVA										12.0						

Calculation Summary	Units	Max	Min	Max/Min
SIDEWALK 'A' Planar Fc	6.35	12.8	0.7	11.68
SIDEWALK 'B' Planar Fc	4.26	12.2	0.7	6.69
SIDEWALK 'C' Planar Fc	3.15	11.4	0.6	5.25
SIDEWALK 'D' Planar Fc	3.32	11.8	0.7	5.60

**TH**  
 THEATRE ENGINEERING INC.  
 1000 W. 10TH AVENUE, SUITE 100  
 DENVER, CO 80202  
 TEL: 303.733.8888  
 WWW.THEATREENGINEERING.COM

E2.1

DRAWING NO. \_\_\_\_\_  
 OF \_\_\_\_\_  
 JOB NO. 1904-\_\_\_\_\_  
 FILE: 1904

SITE PLAN OF  
 MASSAU CROSSING  
 COMMUNITY PARK FOR  
 PATRIOT RIDGE, LLP.

NO.	REVISION	BY	DATE

VERSION: ACAD14  
 DRAWN BY: AW  
 DESIGNED BY: NAH  
 APPROVED BY: NAH  
 DATE: MARCH 16, 2020

J. LUCAS & ASSOCIATES, INC.  
 CONSULTING AND DESIGN ENGINEERS  
 CERTIFICATE OF AUTHORIZATION NO. 3981  
 1505 CEDAR STREET - JACKSONVILLE, FL 32207  
 PH (904) 396-3060 FAX (904) 396-3456

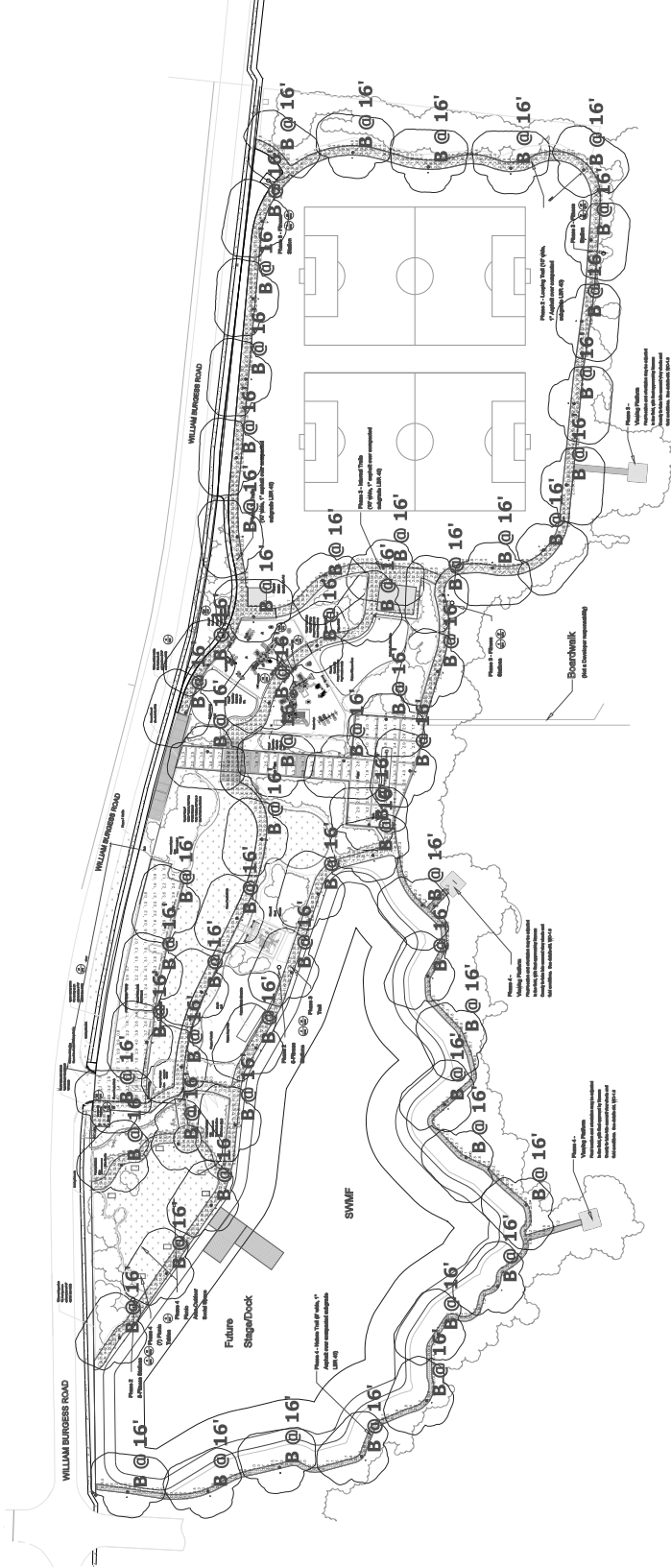
# PHOTOMETRIC ANALYSIS



Schedule	Label	Quantity	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Filename	Lumens Per Lamp	Light Loss Factor	Wattage
O	B	63	Holophane	GBLF2 P20 40K XX X X L3	GlasWerks LED Bem - Flat Glass, LED Package 20, 4000K, Type 3 distribution	LED	1	GBLF2_P20_40K_XX_X_X_L3.ies	6808	1	58

Statistics	Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
	Grass Parking Area	+	1.9 fc	4.7 fc	0.3 fc	15.7:1	6.3:1
	Parking/Plaza Area	+	2.3 fc	4.9 fc	0.4 fc	12.3:1	5.8:1
	Phase 1 Trails	+	1.5 fc	4.9 fc	0.2 fc	24.5:1	7.5:1
	Phase 2 Trails	+	1.9 fc	4.9 fc	0.2 fc	24.5:1	9.5:1
	Phase 3 Internal Trails	+	2.4 fc	5.0 fc	0.3 fc	16.7:1	8.0:1
	Phase 3 Trails	+	1.9 fc	5.0 fc	0.2 fc	25.0:1	9.5:1
	Phase 4 Trails	+	1.7 fc	4.3 fc	0.2 fc	21.5:1	8.5:1

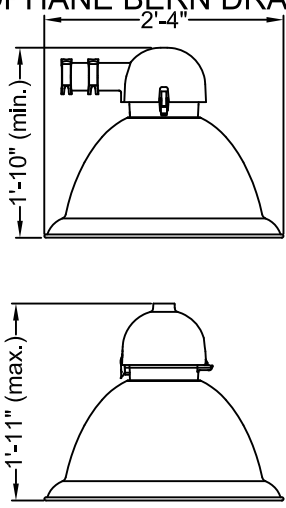




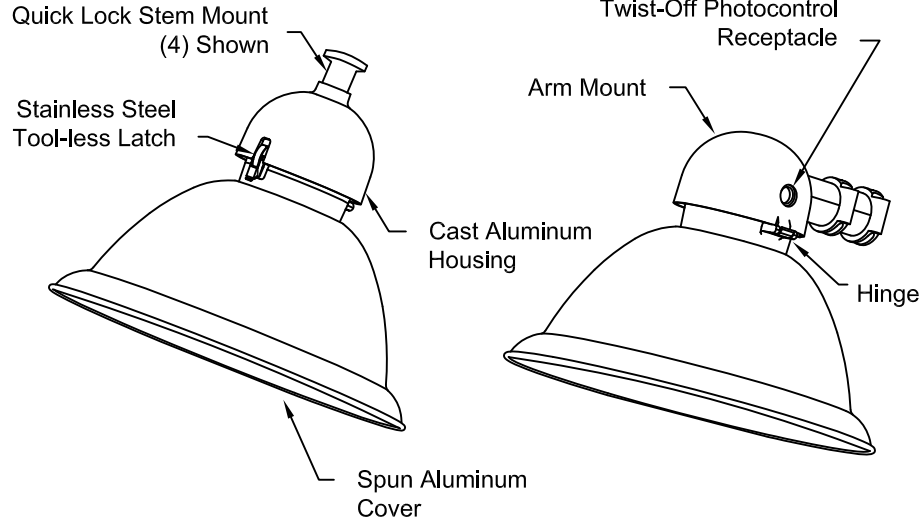
**Plan View**

Scale - 1" = 200ft

**HOLOPHANE BERN DRAWING**



**Maximum Effective Projected Area - 1.2 ft<sup>2</sup>**  
**Maximum Weight - 46 lbs.**

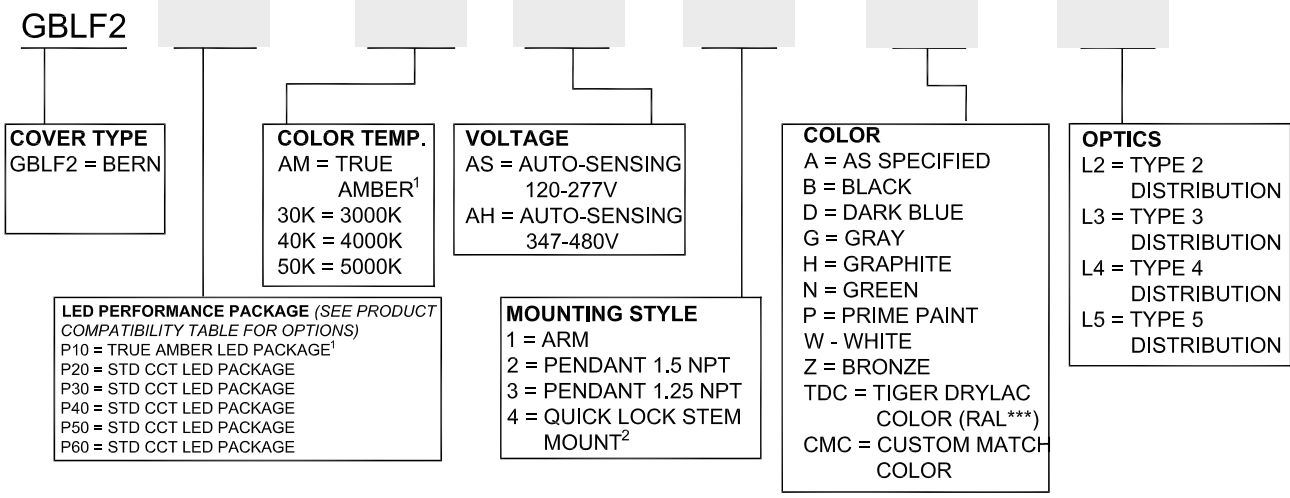


**GlasWerks<sup>®</sup> Flat LED 2**  
**Bern<sup>®</sup>**

**DESIGNER**  
**OUTDOOR**

EXAMPLE: GBLF2 P30 40K AS 4 B L3

**ORDERING INFORMATION:**



**HOLOPHANE<sup>®</sup>**  
 An Acuity Brands Company  
 LEADER IN LIGHTING SOLUTIONS

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**OPTIONS**

- CONTROL OPTIONS**  
 AO<sup>3</sup> = FIELD ADJUSTABLE OUTPUT  
 B<sup>4</sup> = BI-LEVEL 0-10V DIMMING CONTROL  
 D<sup>5</sup> = ROAM HARDWARE  
 FPDxx<sup>6</sup> = FACTORY PROGRAMMED DRIVER (xx = % OF LUMENS OR WATTS)  
 H<sup>7</sup> = NEMA TWISTLOCK PHOTOCONTROL RECEPTACLE ONLY  
 PCLL<sup>8</sup> = DTL LONG LIFE TWISTLOCK PHOTOCONTROL FOR SOLID-STATE LIGHTING, 120-277V  
 PCS<sup>9</sup> = DTL TWISTLOCK PHOTOCONTROL, 120-277 VOLT  
 PND<sup>9</sup> = 0-10V PART-NIGHT DIMMING, INCLUDES BLC2 & 120-277V BUTTON PHOTOCONTROL  
 PSC<sup>10</sup> = SHORTING CAP  
 P34<sup>11</sup> = DTL TWISTLOCK PHOTOCONTROL 347V  
 P48<sup>11</sup> = DTL TWISTLOCK PHOTOCONTROL 480 VOLT  
 P5<sup>12</sup> = DIMMING PHOTOCONTROL RECEPTACLE - 5 PIN  
 P7<sup>13</sup> = DIMMING PHOTOCONTROL RECEPTACLE - 7 PIN  
 P3E<sup>14</sup> = PREPARED FOR EXTERNAL 3PIN PHOTOCONTROL RECEPTACLE  
 P5E<sup>14</sup> = PREPARED FOR EXTERNAL 5PIN PHOTOCONTROL RECEPTACLE  
 P7E<sup>14</sup> = PREPARED FOR EXTERNAL 7PIN PHOTOCONTROL RECEPTACLE

**OPTIONS (Cont.)**

- PREWIRE LEAD OPTIONS**  
 L03 = 3 FEET OF PREWIRED LEADS  
 L10 = 10 FEET OF PREWIRED LEADS  
 L20 = 20 FEET OF PREWIRED LEADS  
 L25 = 25 FEET OF PREWIRED LEADS  
 L30 = 30 FEET OF PREWIRED LEADS

**ACCESSORIES**

- SURGE PROTECTION**  
 SPDPLUGIN = REPLACEMENT SURGE PROTECTOR 120-277V  
 SPDPLUGIN-48 = REPLACEMENT SURGE PROTECTOR 347-480V  
 SPDPLUGIN-MOV12 = REPLACEMENT SURGE PROTECTOR, MOV 120-277V  
 SPDPLUGIN-MOV48 = REPLACEMENT SURGE PROTECTOR, MOV 347/480V

THIS DRAWING, WHEN APPROVED, SHALL BECOME THE COMPLETE SPECIFICATION FOR THE MATERIAL TO BE FURNISHED BY HOLOPHANE ON THE ORDER NOTED ABOVE. A UNIT OF SIMILAR DESIGN MAY BE SUPPLIED, BUT ONLY AFTER APPROVAL BY THE CUSTOMER IN WRITING. ON POLE ORDERS AN ANCHOR BOLT TEMPLATE PRINT WILL BE PROVIDED. THIS PRINT IS THE PROPERTY OF HOLOPHANE AND IS LOANED SUBJECT TO RETURN UPON DEMAND AND UPON EXPRESS CONDITION THAT IT WILL NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO OUR INTERESTS, AND ONLY IN CONNECTION WITH MATERIAL FURNISHED BY HOLOPHANE.

ORDER #:  
 TYPE:  
 DRAWN: RAF  
 DATE: 7/25/2018  
 DWG #: LUM\_GBLF2

NOTES ARE LOCATED ON PAGE 3



# NOTES

1. True Amber is only available in the "P10" LED Performance Package. Not available with "FPDXX".
2. Must use with BHDF13, WLDF13 or GWDF13 fitter.
3. Factory sets device for 100% output. Not available with option "B", "D", "PND", "P5" or "P7". Refer to instructions on website for details.
4. "AS" only and must be used with option "H". Not available with the following options: "AO", "AH", "D", "PCLL", "PND", "PSC", "P5" or "P7".
5. "AS" only and must be used with option "H". Not available with the following options: "AO", "AH", "B", "PCLL", "PCS", "PND", "PSC", "P34", "P48", "P5" or "P7". Not CSA listed for US or Canada.
6. Not available with "P10" LED Performance Package or "AM" Color Temperature Options.
7. 3-pin NEMA receptacle, photocell not included. Not available with the "P5" or "P7" options.
8. "AS" option only. Must be used with one of the following option: "H", "P5" or "P7". "PSC" option not required.
9. Factory set device for 100% output. Not available with the following options: "B", "D", "P5", or "P7".
10. Must be used with option "H", "P5", or "P7". Not available with options "PCLL", "PCS", "P34" or "P48".
11. "AH" option only. Must be used with one of the following option: "H", "P5" or "P7". "PSC" option not required.
12. 5-pin NEMA receptacle, photocell not included. Not available with the "AO", "B", "D", "H", or "P7" options.
13. 7-pin NEMA receptacle, photocell not included. Not available with the "AO", "B", "D", "H", or "P5" options.
14. Wired for external photocontrol receptacle. Not available with H, P5 or P7 option at luminaire level. Must be selected with same pin-count when R, P5 or P7 is selected to reside within the fitter.

GlasWerks® Flat LED 2  
**Bern®**

DESIGNER  
OUTDOOR

**HOLOPHANE®**  
An Acuity Brands Company  
LEADER IN LIGHTING SOLUTIONS

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## Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Average Lumen Ambient Temperature (LAT) Multipliers					
°C	°F	LED Packages	Lumen Multiplier	LED Packages	Lumen Multiplier
0	32	P20, P30	1.04	P40, P50, P60	1.06
5	41		1.03		1.05
10	50		1.03		1.03
15	59		1.02		1.02
20	68		1.01		1.01
<b>25</b>	<b>77</b>		<b>1.00</b>		<b>1.00</b>
30	86		0.99		0.99
35	95		0.98		0.98
40	104		0.97		0.97

## Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the platforms noted in a 25°C ambient, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Lumen Maintenance							
Hours	0	25,000	36,000	50,000	60,000	75,000	100,000
Factor	P20, P30	0.97	0.97	0.96	0.96	<i>0.95</i>	<i>0.94</i>
	P40, P50, P60	0.98	0.97	0.96	0.95	<i>0.94</i>	<i>0.92</i>

The italicized data is extrapolated beyond the TM-21 standard.

$$E = (LM) \times (CU) \times (LAT) \times (LLD)$$

LM and CU are obtained from published photometry.

ORDER #:  
TYPE:  
DRAWN: RAF  
DATE: 7/25/2018  
DWG #: LUM\_GBLF2

# Specifications

## GENERAL DESCRIPTION

The Euro styled luminaire consists of a LED flat glass optical assembly shielded by a decorative formed reflector and a top mounted cast aluminum electrical assembly with a circumferential 1.50 inch reveal.

## OPTICAL ASSEMBLY

The optical assembly consists of a thermal resistant flat glass panel mechanically held in a formed aluminum door frame. The door frame is attached to the spun cover with studs and lock nuts. Light from the LED module is distributed by precisely molded optical lens to maximize utilization, uniformity and luminaire spacing. Two LED boards are available for symmetrical or asymmetric distribution.

## MOUNTING STYLE (LEVELING FITTER OPTIONS)

The Quick Lock Stem Mounting style is compatible with the following leveling fitters:

- Boston Harbor Decorative Arm Fitter (BHDF13)
- GlasWerks Decorative Arm Fitter (GWDF13)
- West Liberty Decorative Arm Fitter (WLDF13)

## ELECTRICAL ASSEMBLY

The cast aluminum electrical housing has a smooth domed contour. A (3) station terminal block is provided that accepts #14 through #2 size wire and has a quick disconnect receptacle. The electrical housing is hinged with a tool-less latch to provide easy access to the gear assembly. The unitized electrical assembly, containing the electronic driver and other electrical components, plugs into the quick disconnect receptacle. The pendant mount version has a welded stem (Quick Lock Stem Mounting), which aides in installation speed. The arm mount version is provided with two U-bolts with washers and nuts and two leveling set screws that lock the housing to a 2 inch nominal (2-3/8" O.D.) horizontal arm and allow a +/- 5 degree adjustment from horizontal to the cover.

## ELECTRICAL DRIVER

LED programmable dimmable driver.

## FINISH

The luminaire is finished with polyester powder paint to insure maximum durability.

## LISTING

The luminaire is CSA listed as suitable for wet locations up to 40° C ambient temperature. IP55 rated electrical chamber, IP66 rated LED optic chamber.

## WARRANTY

Limited warranty located at

[www.acuitybrands.com/CustomerResources/Terms\\_and\\_conditions.aspx](http://www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx)

Specification subject to change without notice.

GlasWerks® Flat LED 2  
**Bern®**

DESIGNER  
OUTDOOR

  
**HOLOPHANE®**  
An Acuity Brands Company  
LEADER IN LIGHTING SOLUTIONS

THIS DRAWING, WHEN APPROVED, SHALL BECOME THE COMPLETE SPECIFICATION FOR THE MATERIAL TO BE FURNISHED BY HOLOPHANE ON THE ORDER NOTED ABOVE. A UNIT OF SIMILAR DESIGN MAY BE SUPPLIED, BUT ONLY AFTER APPROVAL BY THE CUSTOMER IN WRITING. ON POLE ORDERS AN ANCHOR BOLT TEMPLATE PRINT WILL BE PROVIDED. THIS PRINT IS THE PROPERTY OF HOLOPHANE AND IS LOANED SUBJECT TO RETURN UPON DEMAND AND UPON EXPRESS CONDITION THAT IT WILL NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO OUR INTERESTS, AND ONLY IN CONNECTION WITH MATERIAL FURNISHED BY HOLOPHANE.

ORDER #:

TYPE:

DRAWN: RAF

DATE: 7/25/2018

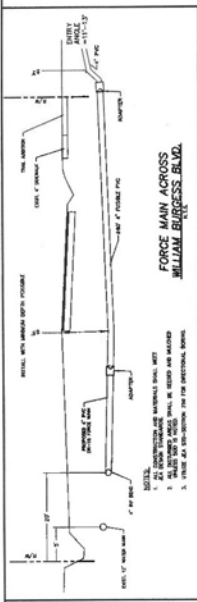
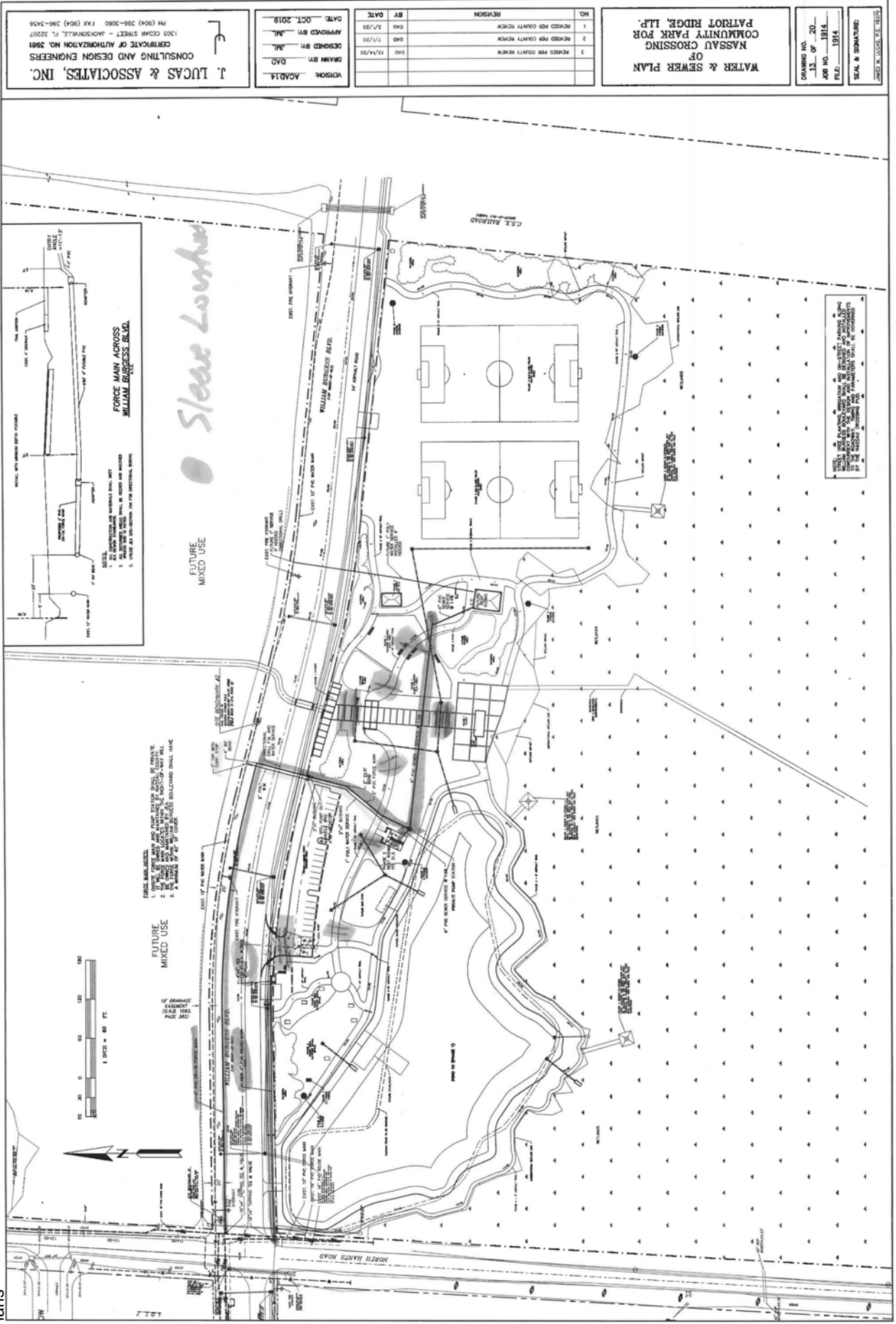
DWG #: LUM\_GBLF2

4 of 4

ATTACHMENT "V"  
HOLOPHANE BERN IMAGE



Sleeve Plans



**FORCE MAIN ACROSS WILLIAM BURGESS BLVD.**  
 1. ALL SLEEVES SHALL BE CONSTRUCTED WITH 24" DIA. PRECAST CONCRETE SLEEVES.  
 2. ALL SLEEVES SHALL BE SET ON 12" DIA. PRECAST CONCRETE PILES.  
 3. ALL SLEEVES SHALL BE SET ON 12" DIA. PRECAST CONCRETE PILES.  
 4. ALL SLEEVES SHALL BE SET ON 12" DIA. PRECAST CONCRETE PILES.

**FUTURE MIXED USE**  
 1. ALL SLEEVES SHALL BE CONSTRUCTED WITH 24" DIA. PRECAST CONCRETE SLEEVES.  
 2. ALL SLEEVES SHALL BE SET ON 12" DIA. PRECAST CONCRETE PILES.  
 3. ALL SLEEVES SHALL BE SET ON 12" DIA. PRECAST CONCRETE PILES.  
 4. ALL SLEEVES SHALL BE SET ON 12" DIA. PRECAST CONCRETE PILES.

*Sleeve Location*

**J. LUCAS & ASSOCIATES, INC.**  
 CONSULTING AND DESIGN ENGINEERS  
 CERTIFICATE OF AUTHORIZATION NO. 3991  
 1305 CLEAR STREET - JACKSONVILLE, FL 32207  
 PH (904) 388-3060 FAX (904) 388-3455

VERSION:	ACAD14
DRAWN BY:	DMD
CHECKED BY:	JML
APPROVED BY:	JML
DATE:	OCT. 2019

NO.	REVISION	BY	DATE
1	REVISED PER COUNTY REVIEW	DMD	9/7/20
2	REVISED PER COUNTY REVIEW	DMD	7/1/20
3	REVISED PER COUNTY REVIEW	DMD	12/4/19

**WATER & SEWER PLAN**  
 OF  
**NASSAU CROSSING**  
 COMMUNITY PARK FOR  
 PATRIOT RIDGE, LLP.

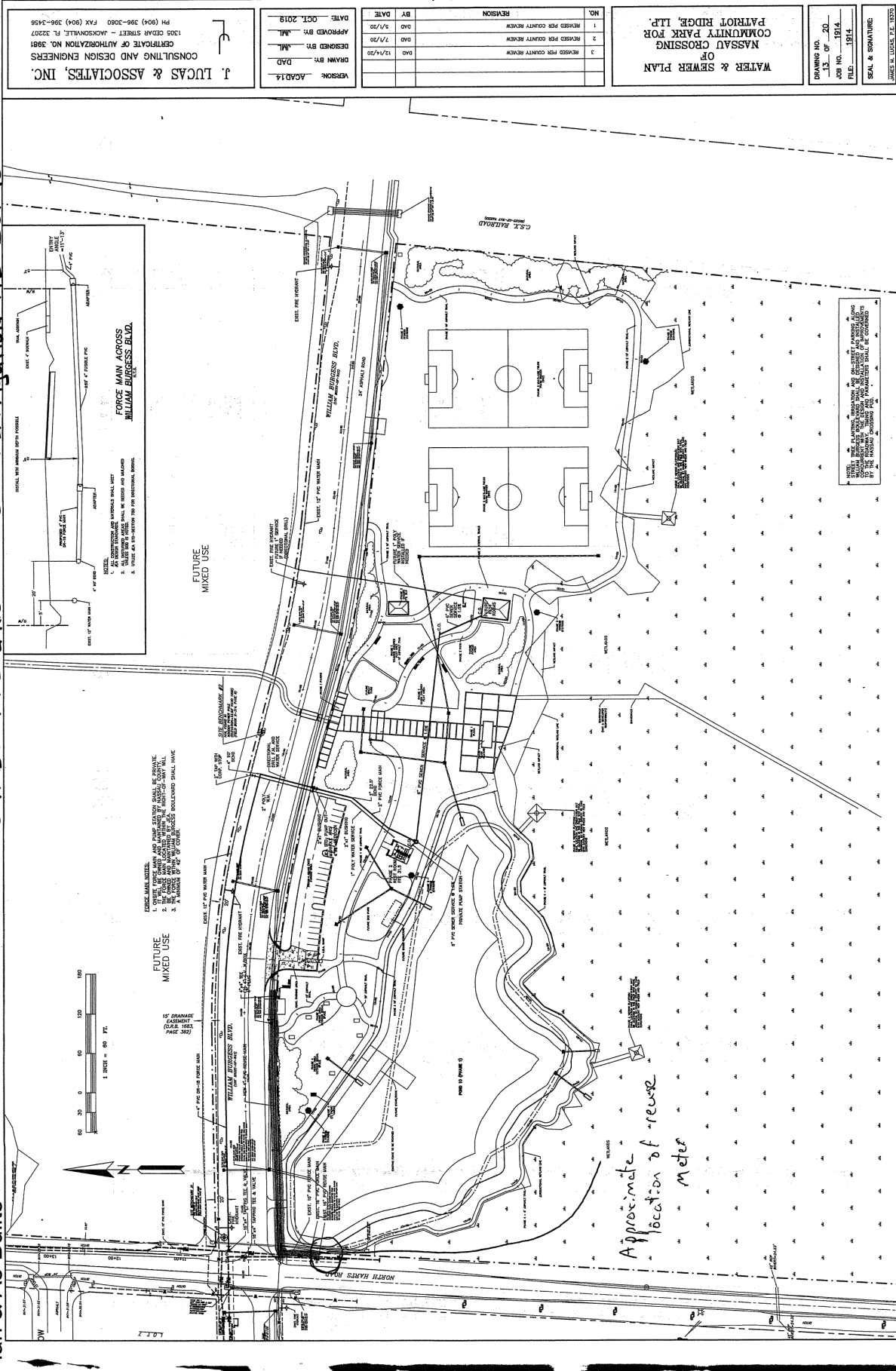
DRAWING NO. 20  
 JUL. OF 1914  
 JOB NO. 1914  
 SHEET 1914  
 SCALE & DIMENSIONS  
 DRAWN BY: JML  
 CHECKED BY: JML  
 APPROVED BY: JML

NOTES:  
 1. ALL SLEEVES SHALL BE CONSTRUCTED WITH 24" DIA. PRECAST CONCRETE SLEEVES.  
 2. ALL SLEEVES SHALL BE SET ON 12" DIA. PRECAST CONCRETE PILES.  
 3. ALL SLEEVES SHALL BE SET ON 12" DIA. PRECAST CONCRETE PILES.  
 4. ALL SLEEVES SHALL BE SET ON 12" DIA. PRECAST CONCRETE PILES.

# Attachment "VII" Landscaping and Irrigation Site Plan & As-Builts

DATE: 12-07-2022

## C+L LANDSCAPE INC. L-S + Irrigation As-Builts



J. LUCAS & ASSOCIATES, INC.  
CONSULTING AND DESIGN ENGINEERS  
CENTRAL OF AUTHORIZATION NO. 3881  
1305 GEAR STREET - APOKALKE, FL 32207  
PH (904) 396-3000 FAX (904) 396-3456

VERSION: ACAD14  
DRAWN BY: DAD  
DESIGNED BY: JML  
APPROVED BY: JML  
DATE: OCT. 2019

NO.	REVISION	BY	DATE
1	REVISED PER COUNTY REVIEW	DAD	5/7/20
2	REVISED PER COUNTY REVIEW	SMB	7/7/20
3	REVISED PER COUNTY REVIEW	SMB	12/1/20

WATER & SEWER PLAN  
OF  
NASSAU CROSSING  
COMMUNITY PARK FOR  
PATRIOT RIDGE, LLP

DRAWING NO. 20  
13  
-2019-01914  
DATE: 10/14  
SCALE & SIGNATURE  
JAMES M. LUCAS, P.E. 10320

FORCE MAIN ACROSS  
WILLIAM BOWEN DRIVE

1. ALL CONNECTIONS AND MATERIALS SHALL MEET
2. ALL CONNECTIONS SHALL BE RECORDED AND BENCHMARKED
3. VERIFY ALL CONNECTIONS FOR CORRECTING BENCHMARK

- EDGE MAIN NOTES:
1. ALL MAINS SHALL BE INSTALLED TO MEET THE SPECIFICATIONS OF THE MANUFACTURER.
  2. ALL MAINS SHALL BE BENCHMARKED TO THE BENCHMARK POINT.
  3. THE BENCHMARK POINT SHALL BE BENCHMARKED TO THE BENCHMARK POINT WITHIN A TOLERANCE OF ± 0.05 FEET.

FUTURE MIXED USE

1" DRAINAGE CASINGMENT (SCALE: 1"=10')

Approximate location of reuse meter

NOTES:  
1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS ENGINEERING BOARD'S SPECIFICATIONS FOR THE DESIGN, CONSTRUCTION AND INSTALLATION OF WATER AND SEWER SYSTEMS.  
2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS ENGINEERING BOARD'S SPECIFICATIONS FOR THE DESIGN, CONSTRUCTION AND INSTALLATION OF WATER AND SEWER SYSTEMS.





**JIDV**  
 J. DAVID VICKERS, P.E.  
 2955 HARLEY ROAD, SUITE 108  
 JACKSONVILLE, FLORIDA 32257  
 TEL: 904.350.9848  
 FAX: 904.350.9849

**Motylina and Company**  
 2955 Harley Road, Suite 108  
 Jacksonville, Florida 32257  
 FOR: J. DAVID VICKERS  
 P.E. RA 596

# NASSAU CROSSING COMMUNITY PARK

NASSAU COUNTY, FLORIDA

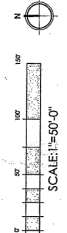
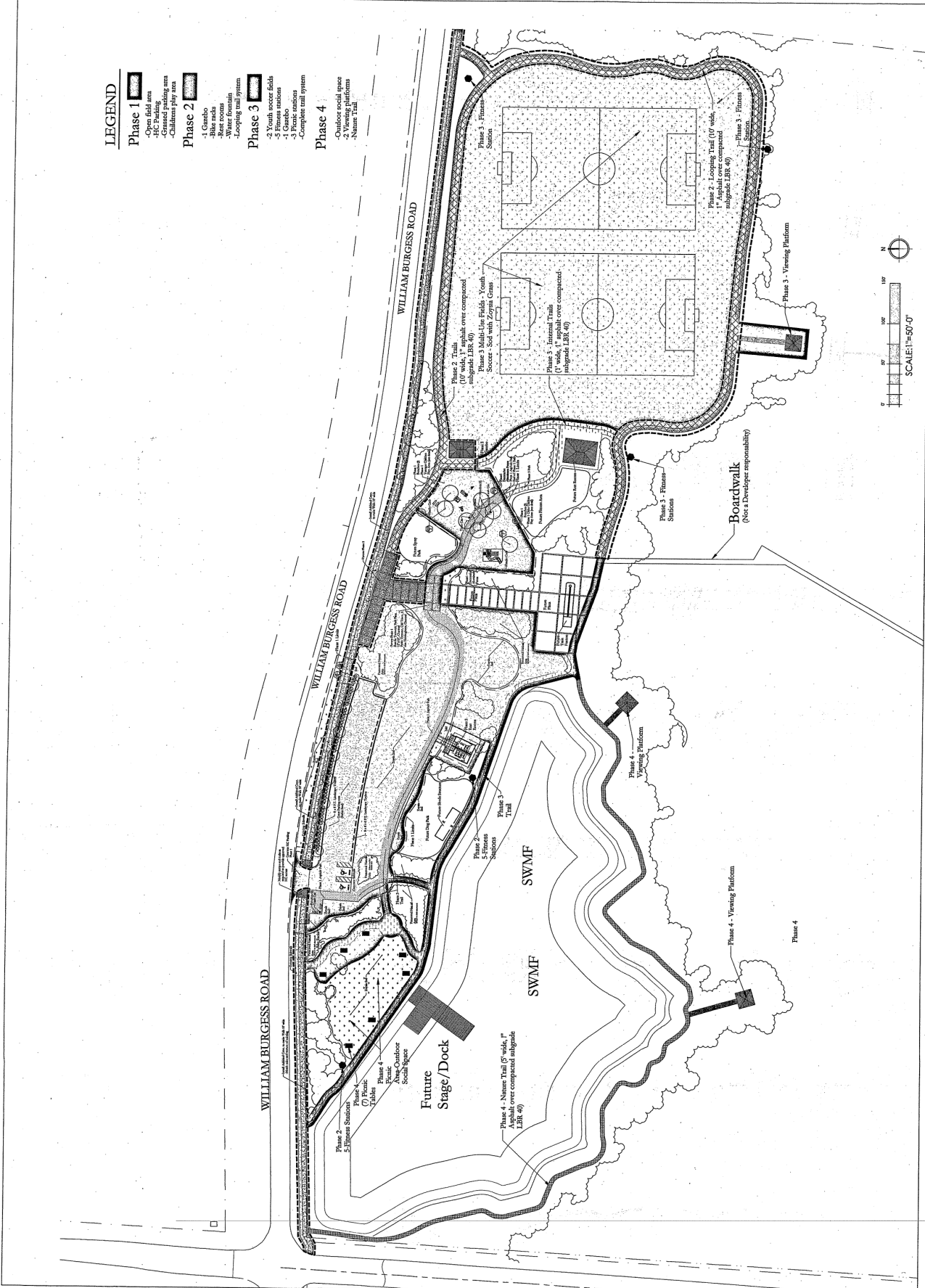
NO.	DESCRIPTION	DATE

PROJ. # \_\_\_\_\_  
 DATE \_\_\_\_\_  
 DRAWN BY: JIDV  
 CHECKED BY: \_\_\_\_\_  
 SCALE: AS SHOWN

**PHASING PLAN**  
 SHEET NUMBER  
 P-1.0

## LEGEND

- Phase 1**
  - Open field area
  - P.C. Parking
  - Grassed parking area
  - Children's play area
- Phase 2**
  - 1. Gravel
  - 2. Bike racks
  - 3. Picnic tables
  - 4. Picnic shelters
  - 5. Picnic shelters
  - 6. Picnic shelters
  - 7. Picnic shelters
  - 8. Picnic shelters
  - 9. Picnic shelters
  - 10. Picnic shelters
  - 11. Picnic shelters
  - 12. Picnic shelters
  - 13. Picnic shelters
  - 14. Picnic shelters
  - 15. Picnic shelters
  - 16. Picnic shelters
  - 17. Picnic shelters
  - 18. Picnic shelters
  - 19. Picnic shelters
  - 20. Picnic shelters
- Phase 3**
  - 1. Youth soccer fields
  - 2. Youth soccer fields
  - 3. Youth soccer fields
  - 4. Youth soccer fields
  - 5. Youth soccer fields
  - 6. Youth soccer fields
  - 7. Youth soccer fields
  - 8. Youth soccer fields
  - 9. Youth soccer fields
  - 10. Youth soccer fields
  - 11. Youth soccer fields
  - 12. Youth soccer fields
  - 13. Youth soccer fields
  - 14. Youth soccer fields
  - 15. Youth soccer fields
  - 16. Youth soccer fields
  - 17. Youth soccer fields
  - 18. Youth soccer fields
  - 19. Youth soccer fields
  - 20. Youth soccer fields
- Phase 4**
  - 1. Outdoor social space
  - 2. Outdoor social space
  - 3. Outdoor social space
  - 4. Outdoor social space
  - 5. Outdoor social space
  - 6. Outdoor social space
  - 7. Outdoor social space
  - 8. Outdoor social space
  - 9. Outdoor social space
  - 10. Outdoor social space
  - 11. Outdoor social space
  - 12. Outdoor social space
  - 13. Outdoor social space
  - 14. Outdoor social space
  - 15. Outdoor social space
  - 16. Outdoor social space
  - 17. Outdoor social space
  - 18. Outdoor social space
  - 19. Outdoor social space
  - 20. Outdoor social space





DAVID WICKERS  
LANDSCAPE ARCHITECT  
1320 W. UNIVERSITY BLVD., SUITE 108  
JACKSONVILLE, FLORIDA 32217

FOR: Motovina and Company  
2955 Hartley Road, Suite 108  
Jacksonville, Florida 32257

J. DAVID WICKERS  
FLA 596

# NASSAU CROSSING COMMUNITY PARK

NASSAU COUNTY, FLORIDA

NO.	DESCRIPTION	DATE

DATE: 11-14-07  
DRAWN BY: JRW  
CHECKED BY: JRW  
SCALE: AS SHOWN

SITE PLAN  
EAST

SHEET NUMBER  
SP-1.1

C+L Landscape Fungo

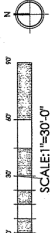
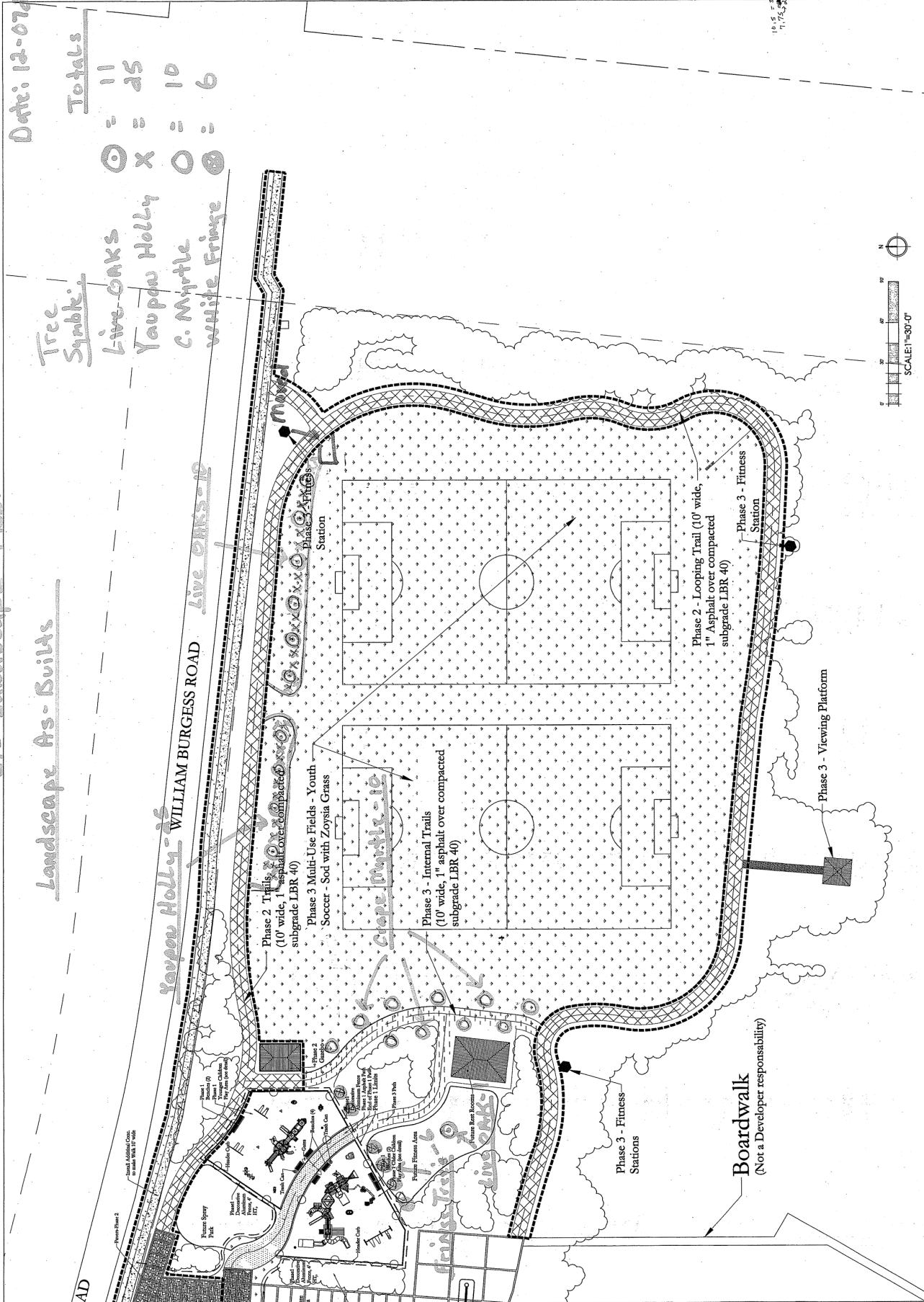
Landscape As-Builts

Date: 12-07

Totals

Tree Symlk.

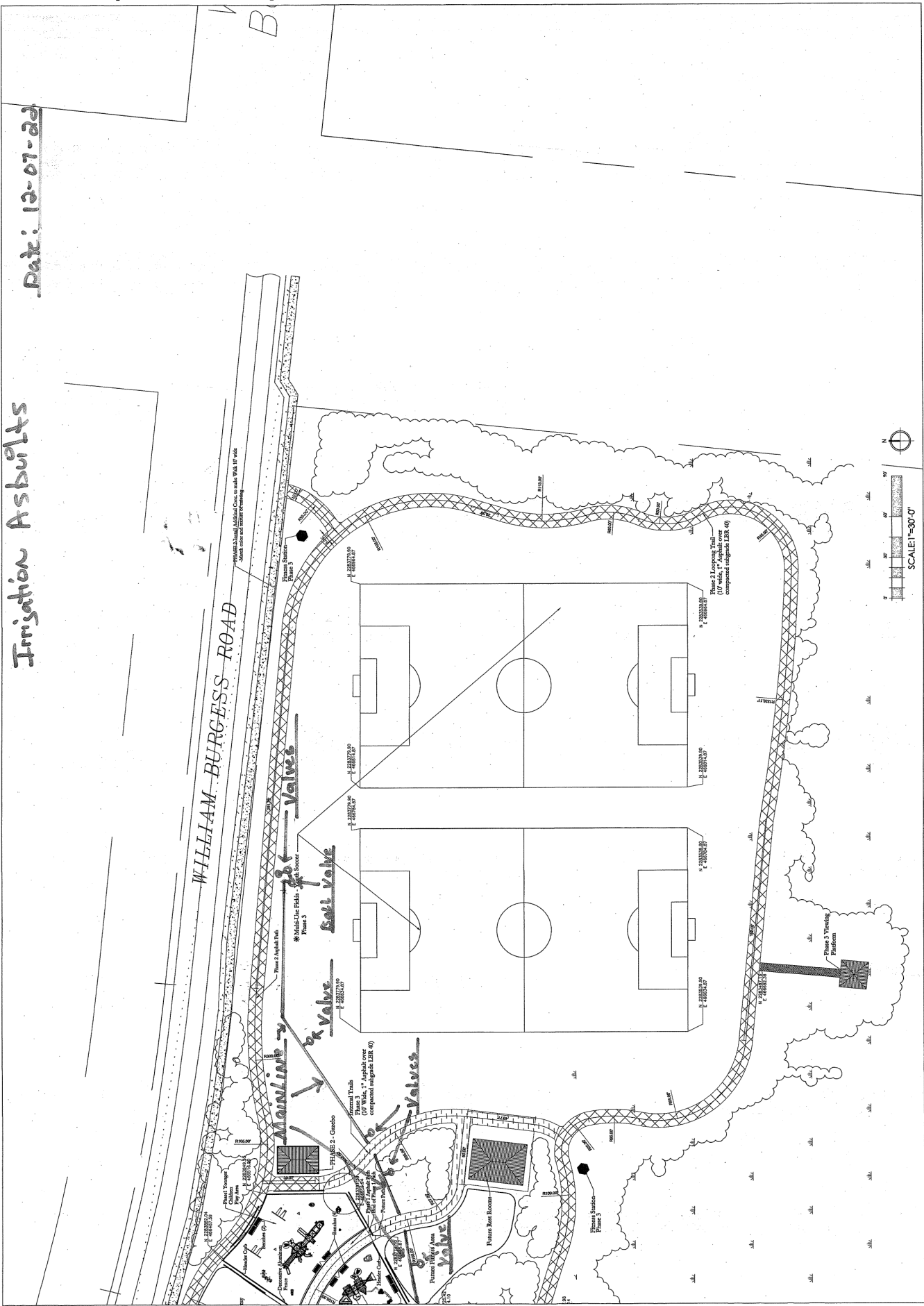
Live Oaks = 11  
Yaupon Holly X = 25  
C. Myrtle O = 10  
White Fringe = 6





Irrigation Asbuilts

Dat: 12-07-22



FOR: J. DAVID VICKERS, P.E., RLA 598, JACKSONVILLE, FLORIDA 32257

Matoyna and Company, 2955 Hartley Road, Suite 108, Jacksonville, Florida 32257



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DATE: 12-07-22

NO. DESCRIPTION DATE

PROJ. #  
DATE: 12-07-22  
CHECKED BY: JAV  
SCALE: AS SHOWN

LAYOUT  
PLAN  
EAST

SHEET NUMBER  
L-1.1

SCALE: 1" = 30'-0"

Phase 1 Maintenance Area  
Phase 2 Maintenance Area  
Phase 3 Maintenance Area  
Phase 4 Maintenance Area  
Phase 5 Maintenance Area  
Phase 6 Maintenance Area

Phase 1 Soccer Fields  
Phase 2 Soccer Fields  
Phase 3 Soccer Fields

Phase 1 Viewing Platform  
Phase 2 Viewing Platform  
Phase 3 Viewing Platform  
Phase 4 Viewing Platform  
Phase 5 Viewing Platform



**FORM A**  
**ADDENDA ACKNOWLEDGMENT**

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.

Addendum # \_\_\_\_\_ through # \_\_\_\_\_

<b>Signature of Person Completing:</b>	<b>Date:</b>
<b>Printed Name:</b>	<b>Title:</b>

**FORM B**  
**SWORN STATEMENT**  
**UNDER FLORIDA STATUTE 287.133(3)(a) ON PUBLIC ENTITY CRIMES**

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for \_\_\_\_\_.
2. This sworn statement is submitted by \_\_\_\_\_ (entity submitting sworn statement), whose business address is \_\_\_\_\_ and its Federal Employee Identification Number (FEIN) is \_\_\_\_\_. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
3. My name is \_\_\_\_\_ (please print name of individual signing), and my relationship to the entity named above is \_\_\_\_\_.
4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that “convicted” or “conviction” as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm’s length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees,

members, and agents who are active in management of an entity. 8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ who is \_\_\_ personally known to me or \_\_\_ produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_





**7. REFERENCES:**

List at least three references for which you have provided these services (similar scope/size) in the past five years - preferably government agencies.

Reference #1:

Company/Agency Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Person: \_\_\_\_\_  
Phone: Email: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
Contract \$ Amount: \_\_\_\_\_  
Date Completed: \_\_\_\_\_

Reference #2:

Company/Agency Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Person: \_\_\_\_\_  
Phone: Email: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
Contract \$ Amount: \_\_\_\_\_  
Date Completed: \_\_\_\_\_

Reference #3:

Company/Agency Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Person: \_\_\_\_\_  
Phone: Email: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
Contract \$ Amount: \_\_\_\_\_  
Date Completed: \_\_\_\_\_

**8. NOTICE OF PARTIES AND BINDING AUTHORITY**

The following information is required if Respondent is selected for award of a contract with the County.

**Notice to Parties**

All notices, demands, requests for approvals or other communications shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to:

Contractor Name: \_\_\_\_\_  
Attn: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

**Binding Authority**

The person to execute the contract must be an officer of the company. If not an officer of the company, Respondent must provide proof of signing authority. Please provide the name, email address, and phone number of person who will execute the contract, if awarded.

Name of Person to execute contract (if awarded): \_\_\_\_\_  
Title: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

## FORM C DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that \_\_\_\_\_ (print or type name of firm):

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace named above and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
5. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug free workplace through the implementation of a drug free workplace program.

"As a person authorized to sign a statement, I certify that the above-named business, firm, or corporation complies fully with the requirements set forth herein."

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date Signed

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ who is \_\_\_\_\_ personally known to me or \_\_\_\_\_ produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**FORM E  
E-VERIFY AFFIDAVIT**

**NASSAU COUNTY E-VERIFY FORM UNDER  
SECTION 448.095, FLORIDA STATUTES**

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

Bid No./Contract No.: \_\_\_\_\_

**DEFINITIONS:**

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify System” means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

**Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:**

- a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with Nassau County; and
- c. Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, “Employment Eligibility”, as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit (Attachment “A”) attesting that the Contractor does not employ, contract with, or such affidavit for the duration of the contract; and
- d. Contractor shall also require all subcontractors to execute the attached affidavit (Attachment “B”) attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

**CONTRACT TERMINATION:**

- a. If Nassau County has a good faith belief that a Contractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, the contract shall be terminated.
- b. If Nassau County has a good faith belief that a subcontractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, but the Contractor otherwise complied with Chapter 448, Florida Statutes, Nassau County shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.
- e. If the contract is terminated for a violation of the Statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**FORM E - 1  
CONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that \_\_\_\_\_ (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 \_\_\_\_\_ (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online 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: \_\_\_\_\_

**FORM E - 2**  
**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.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online 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: \_\_\_\_\_



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

TO: All Prospective Proposers

FROM: Brittany Contardi, Senior Procurement Specialist

SUBJECT: **Addendum No. 1**  
 Nassau Crossing Park Site Lighting and Installation Services  
 Solicitation Number: NC23-039RR-RFP

DATE: November 15, 2023

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

**Addition to the Solicitation:**

The following section is to be added to the solicitation document:

Section 8. Bid Bond (If Applicable): A Bidder submitting a response that is valued at One Hundred Thousand Dollars and 00/100 (\$100,000.00) or more **must** submit a Bid Bond payable to the County for five percent (5.0%) of the total amount of the response in order for their submittal to be considered responsive. **THE ORIGINAL BID BOND MUST BE MAILED TO THE OFFICE OF EX-OFFICIO CLERK, 76347 VETERANS WAY SUITE 456, YULEE, FLORIDA 32097, WITH ATTENTION TO THE BID NUMBER OF THIS SOLICITATION. A COPY OF THE BID BOND SHALL ALSO TO BE UPLOADED IN THE COUNTY'S ELECTRONIC BIDDING PLATFORM (PlanetBids) UPON SUBMISSION OF BID.**

*The Bid Bonds of the unsuccessful Bidders shall be returned by the County, and the Bid Bond of the Awarded Bidder(s) will be retained until Performance and Payment Bonds have each been executed and approved, after which time the Awarded Bidder(s)' Bid Bond will be returned. A certified check may be used in lieu of a Bid Bond and shall be payable to the Nassau County. Bidders who fail or refuse to provide a required Bid Bond will be disqualified from further consideration.*

Performance/Payment Bond (If Applicable): If awarded a contract for a project totaling one hundred thousand dollars (\$100,000.00) or more, the Awarded Bidder(s), within ten (10) calendar days of the Contract execution, must provide an acceptable Performance Bond and Payment Bond, each in the amount of one hundred percent (100.0%) of the Contract, and issued by a corporate surety licensed to do business in the State of Florida and Nassau County, for the faithful performance of the work outlined in the enclosed Technical Specifications/Scope of Work.

*Pursuant to F.S. 255.05(1)(b), contracts entered into on or after October 1, 2012 require that "before commencing the work or before recommencing the work after a default or abandonment, the Awarded Bidder(s) shall provide to the public entity a certified copy of the recorded bond[s]. Notwithstanding the terms of the Contract or any other law governing prompt payment for construction services, the public entity may not make a payment to the Awarded Bidder(s) until the Awarded Bidder(s) has complied with this [requirement]."* **CERTIFIED COPY OF RECORDED PERFORMANCE AND PAYMENT BONDS ARE TO BE SENT TO THE FOLLOWING ADDRESS: OFFICE OF EX-OFFICIO CLERK, 76347 VETERANS WAY SUITE 456, YULEE, FLORIDA 32097, WITH ATTENTION TO THE BID NUMBER OF THIS SOLICITATION.**



**Pre-Bid Meeting Questions and Answers:**

1. What is different from the last solicitation? Has anything changed?

*Answer: The procurement approach shifted from an Invitation to Bid to a Request for Proposal (RFP), which introduced evaluation criteria that a committee will assess to make an award recommendation. The RFP enables more comprehensive proposals, beyond mere cost considerations. This adjustment to the procurement method reflects factors like technical expertise, innovation, and the vendor's capacity to fulfill specific project requirements.*

2. There is a lot of irrigation throughout the park. Is the County looking for this to be hand dug or is the use of machines acceptable?

*Answer: Machines are acceptable. Please refer to the Sleeve Plans, Attachment "VI" of the solicitation, and the Landscaping and Irrigation Site Plan & As Builds, Attachment "VII" of the solicitation.*

3. Is the trench example still applicable? Is that the standard?

*Answer: A trenching plan is included in the Photometric Analysis, to the solicitation document as Attachment "II", provided by Florida Power & Light Company.*

4. Would we be able to setup a stockpile?

*Answer: Yes.*

5. Who would be responsible for landscape repair? The County or the Vendor?

*Answer: As described in Section F2 of the solicitation, all precautions must be taken to ensure no damage to surrounding landscape, structures, or amenities will occur. Any damages to surrounding landscape, structures, or amenities shall be the responsibility of the Vendor to repair or replace to existing or better conditions.*

6. The electrical panel provided looks like it needs an upgrade. Would that be included in our proposal?

*Answer: Yes.*

7. Will the County provide a staging area? Would it be by the soccer field?

*Answer: Yes. The location of the staging area will be determined at a later date.*

8. What is the timeline of this project?

*Answer: The work shall be completed within one hundred twenty (120) calendar days from the date of contract execution by both the County and the awarded Vendor and issuance of Notice to Proceed.*

9. Where is the electrical panel located?

*Answer: The electrical panel is located near the restrooms.*

The solicitation due date and opening time remains: November 22, 2023 at 10:00 a.m. eastern standard time.

**Attachment(s): Pre-Bid Sign In Sheet**

**VENDOR HEREBY ACKNOWLEDGES THIS ADDENDUM ELECTRONICALLY THROUGH PLANETBIDS BY ITS BID SUBMISSION.**



**NASSAU COUNTY  
BOARD OF COUNTY COMMISSIONERS**

Procurement Department  
96135 Nassau Place, Suite 2  
Yulee, Florida 32097  
Phone: (904) 530-6040  
Email: procurement@nassaucountyfl.com

**PRE-BID MEETING**

**NC23-039RR-RFP NASSAU CROSSING PARK SITE LIGHTING AND INSTALLATION SERVICES  
DATE: OCTOBER 26, 2023 9:00AM**

ATTENDEE (PRINT NAME)	COMPANY	SIGNATURE
Jay Robertson	Nassau County	
Tony Lombardi	Nassau County	
Shaun Maguire	Nassau County	
Brittany Contardi	Nassau County	
* Michael Smith	J. Williams	
* Randall Livesay	Ferreira Const.	w/Livesay@Ferreira Construction Co.
Gary Carter	Ferreira Const.	
Charles Carter	AEC Electrical	
David White	Nassau County	
Casey Hendry	Hendry Electrical	
Edgar Garcia	Miller Electric & CWI	
Jay Robertson	Nassau BOCC	



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

TO: All Prospective Proposers

FROM: Brittany Contardi, Senior Procurement Specialist

SUBJECT: **Addendum No. 2**  
Nassau Crossing Park Site Lighting and Installation Services  
Solicitation Number: NC23-039RR-RFP

DATE: November 16, 2023

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

**Questions and Answers:**

1. For purposes of providing equal bids. Are we assuming 63 fixtures and poles as shown on the photometric drawings?

*Answer: Yes.*

2. Please confirm that we are purchasing and installing the Holophane Bern Style fixtures and poles as shown in the picture supplied with the bid documents and not the Cooper lights shown on the light fixture schedule and in the details on the site drawings?

*Answer: Yes.*

3. Can you please confirm if there is an opportunity to submit equivalent LED fixtures for review and pre-approval? Or will proposed fixtures be evaluated and approved after bid opening?

*Answer: Yes, comparable substitutions are acceptable and must be submitted with the Vendor's submittal, which will then be evaluated by the County and the William Burgess Overlay District as part of the evaluation process.*

The solicitation due date and opening time remains: November 22, 2023 at 10:00 a.m. eastern standard time.

**VENDOR HEREBY ACKNOWLEDGES THIS ADDENDUM ELECTRONICALLY THROUGH PLANETBIDS BY ITS BID SUBMISSION.**



J. Williams Industrial Group, Inc.   
16114 N. Main Street   
Jacksonville, Florida 32218  
904-683-2083   
904-619-9175   
www.jwilliamsindustrial.com

Jan 12, 2024

Attn: Brittany Contardi  
Nassau County Procurement Department  
96135 Nassau Place, Suite 2  
Yulee, FL 32097

Re: Nassau Crossing Park Lighting  
Estimate Number: E-23-530-MS

Thank you for giving J Williams Industrial Group, Inc the opportunity to bid on this project.

**Total: \$498,914**

**Scope of Work:**

**J. Williams Industrial Group, Inc. will provide:**

1. Provide and install (63)"Bern" style light fixtures and aluminum light poles as shown in bid documents based on Williams Burgess Overlay District documents.
2. Provide and install all conduit and wire to supply lighting fixtures as shown in prints.
3. Provide and install lighting contactor, timer, photocell and additional breakers as panel for lighting controls.

**Clarifications:**

1. Landscape repairs as needed to restore to original state.
2. Cost of permits is included.
3. All underground conduit to be schedule 40 pvc.
4. Hand holes as needed to be Quazite style.
5. Additional lights beyond the (63) above, requested by Nassau County will be subject to additional cost and lead time.
6. Lay down area on-site to be provided by Nassau County.
7. Does not include premium time or working holidays.
8. We have included providing a pre-bid bond and a construction bond.

Price is based on a mutually agreed upon contract, terms and conditions. This scope letter must be a part of any resultant contract. Please provide a copy of the Prime Contract for us to understand the Terms and Conditions set forth in the Owner's Agreement.

Proposal valid for 30 days only

Working hours: 7:00 am thru 3:30 pm

Price does not include working premium time or holidays

Payment Terms: Net 45 Days

J. Williams Industrial Group, Inc payment terms are not contingent upon how customer is paid by others.

Again, we at J Williams Industrial Group, Inc would like to thank you for the opportunity to bid on this project. We believe that our quality of work will serve all your construction needs. We look forward to bidding on your projects.



Mike Smith  
Sr. Project Manager  
[Mike.Smith@jwilliamsindustrial.com](mailto:Mike.Smith@jwilliamsindustrial.com)  
Mobile 904-523-5210



**J. WILLIAMS**  
**INDUSTRIAL**

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## Knowledge and Qualifications

J. Williams Industrial is committed to setting a new standard for our industry and being the safest, most stable, and most rewarding place to work for the benefit of all of our employees, our customers, and the communities in which we live and work. Together, we will THINK, COMMUNICATE, and WORK SAFELY, every minute, every hour, and every day.

Located in Northeast Duval County we take pride in providing electrical, plumbing and mechanical services to Northeast Florida and Southeast Georgia. We have provided lighting services to many customers in our area. These include everything from homeowners associations, commercial warehouses, parking lots, industrial chemical plants to our local military bases and everything in between. We have experience working with local utilities, coordinating to provide successful projects compliant with all local and federal regulations.

We provide unsurpassed service that delivers premium value to our customers. We create lasting value for our customers when we listen to and understand our customers' business needs. Our solutions and capabilities must align with our customers' needs.

All of J. Williams Industrial's solutions, designs, and workmanship derive from the skills, talents, insights and expertise of its people working in a strong team environment. Together we are stronger. We deliver more success through shared goals and mutual support.

## **Delivery and Approach**

### **Material Handling**

- Conduit and wire to be stored at our local shop and brought out as needed.
- Light fixtures to be held at off-site location and brought in week of installation. Will need to be staged on site in a lay down area.
- Large equipment will be brought in as needed and left over night in staging area till work complete. Smaller equipment will be loaded at end of each day and stored at local shop.

### **Site Management**

- Onsite lead to be designated that will be responsible for day to day communications with County. Project Manager will also be available to answer any questions or concerns.
- Site lead and project managers contact information will be shared with the county.
- Written schedule with days areas will be closed off to be supplied.
- J.S.A.s, equipment inspection sheets to be completed daily. Weekly tool box meetings will also be conducted and available for review if requested.
- Our proximity to the work site will allow us to have the advantage of not having to store as much on site during construction and to not have to have construction connex on site. Since our local shop is only 10 minutes away material can be stored in one of our box trucks and brought out daily.



**FORM A**  
**ADDENDA ACKNOWLEDGMENT**

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.

Addendum # 1 through # 2

Signature of Person Completing:



Date:

11/20/23

Printed Name:

Michael Smith

Title:

Sr. Project Manager

**EXHIBIT "B"**  
**PRICE SHEET**

Vendor shall provide Nassau Crossing Park Site Lighting and Installation Services in accordance with Exhibit A, Scope of Services and Specifications at the price below.

**NASSAU CROSSING PARK SITE LIGHTING AND INSTALLATION SERVICES**

TOTAL LUMP SUM PRICE \$ 498,914

Four hundred ninety eight thousand nine hundred fourteen

(Total Lump Sum Price in Words)

The undersigned declares that they have examined the Notice to Bidders, Instructions to Bidders, and Technical Specifications/Scope of Work and is informed fully with regard to all terms and conditions pertaining thereto and agrees under these specifications at the prices set forth above.

Company: J. Williams Industrial

Address: 16114 N. Main Street

City, State, Zip code: Jacksonville, FL, 32218

Phone Number: 904-683-2083 Email: Michael.Smith@jwilliamsindustrial.com

Authorized Signature:  Printed Name: Michael Smith

Title: Sr. Project Manager Date: 11/20/23

**FORM B**  
**SWORN STATEMENT**  
**UNDER FLORIDA STATUTE 287.133(3)(a) ON PUBLIC ENTITY CRIMES**

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for  Nassau County #NCR3-039RR-RFP .
2. This sworn statement is submitted by  J. Williams Industrial   
(entity submitting sworn statement), whose business address is  16114 N. Main Street Jacksonville FL 32218   
and its Federal Employee Identification Number (FEIN) is  260431393 . (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
3. My name is  Michael Smith  (please print name of individual signing), and my relationship to the entity named above is  Sr. Project Manager .
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees,

members, and agents who are active in management of an entity. 8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. *(Please indicate which statement applies.)*

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

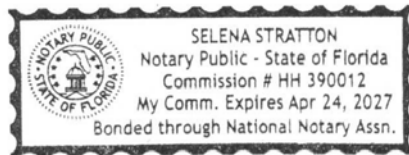
The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

MS  
Signature  
11/20/23  
Date

State of: FL  
County of: Duval

Sworn to (or affirmed) and subscribed before me by means of      physical presence or      online notarization, this 20 day of November, 2023 by Mike Smith who is  personally known to me or      produced      as identification.

SELENA STRATTON  
Notary Public  
My commission expires: 04/24/27





7. REFERENCES:

List at least three references for which you have provided these services (similar scope/size) in the past five years - preferably government agencies.

Reference #1:

Company/Agency Name: S & W contracting  
Address: 240 Industrial Blvd, Fort Valley, GA 31070  
Contract Person: Drew Rogers  
Phone: Email: 904-402-0260  
Project Description: Somers Road Navy fuel depot perimeter lighting  
Contract \$ Amount: 305,900  
Date Completed: On going

Reference #2:

Company/Agency Name: UPS  
Address: 55 Glenlake Pkwy NE  
Contract Person: Judy Orlandi  
Phone: Email: 904-776-4689  
Project Description: Personnel for install  
Contract \$ Amount: 327,606  
Date Completed: 9/4/23

Reference #3:

Company/Agency Name: Jacobs  
Address:  
Contract Person: Cheryl Miller  
Phone: Email: 904-698-2189 Cheryl.Miller@Jacobs.com  
Project Description: Blunt Island B360 lighting and conduit Replacement  
Contract \$ Amount: 166,349  
Date Completed: July 2022

8. NOTICE OF PARTIES AND BINDING AUTHORITY

The following information is required if Respondent is selected for award of a contract with the County.

Notice to Parties

All notices, demands, requests for approvals or other communications shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to:

Contractor Name: J William Industrial  
Attn: Michael Smith  
Mailing Address: 16114 N. Main Street Jacksonville FL 32218

Binding Authority

The person to execute the contract must be an officer of the company. If not an officer of the company, Respondent must provide proof of signing authority. Please provide the name, email address, and phone number of person who will execute the contract, if awarded.

Name of Person to execute contract (if awarded): Kevin White  
Title: COO  
Email Address: Kevin.White@JWilliamsIndustrial.com  
Phone Number: 904683-2083

# FORM C DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that  
J Williams Industrial (print or type name of firm):

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace named above and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
5. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug free workplace through the implementation of a drug free workplace program.

"As a person authorized to sign a statement, I certify that the above-named business, firm, or corporation complies fully with the requirements set forth herein."

ms

Authorized Signature

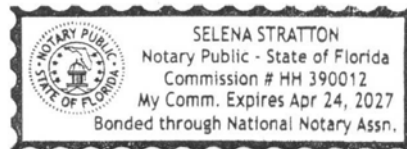
11/20/23

Date Signed

State of: FL  
County of: Duval

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 20 day of November, 20 23 by Mike Smith who is  personally known to me or  produced as identification.

Selena Stratton  
Notary Public  
My commission expires: 04/24/27



**FORM E  
E-VERIFY AFFIDAVIT**

**NASSAU COUNTY E-VERIFY FORM UNDER  
SECTION 448.095, FLORIDA STATUTES**

Project Name: Nassau Crossing Park Site Lighting and Installation Services  
Bid No./Contract No.: NC23-039RR-RFP

**DEFINITIONS:**

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify System” means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

**Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:**

- a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with Nassau County; and
- c. Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, “Employment Eligibility”, as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit (Attachment “A”) attesting that the Contractor does not employ, contract with, or such affidavit for the duration of the contract; and
- d. Contractor shall also require all subcontractors to execute the attached affidavit (Attachment “B”) attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.



FORM E - 1  
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that J. Williams Industrial (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.

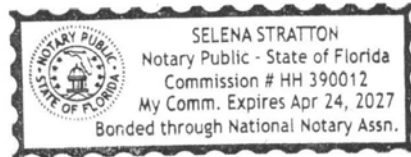
A true and correct copy of J. Williams Industrial (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

ms  
Print Name: Michael Smith  
Date: 11/20/23

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this Nov. 20, 2023 (Date) by Mike Smith (Name of Officer or Agent, Title of Officer or Agent) of J. Williams Industrial Group (Name of Contractor Company Acknowledging), a FL (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is  personally known to me or  has produced \_\_\_\_\_ as identification.

Selena Stratton  
Notary Public  
Selena Stratton  
Printed Name



My Commission Expires: 04/24/27

FORM E - 2  
SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that N/A (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.

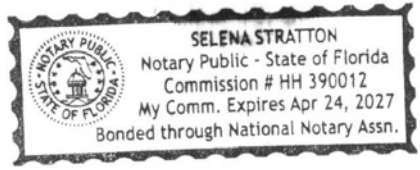
A true and correct copy of N/A (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

[Signature]  
Print Name: Michael Smith  
Date: 11/20/23

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this Nov. 20, 2023 (Date) by Mike Smith (Name of Officer or Agent, Title of Officer or Agent) of S. Williams Industrial Group (Name of Contractor Company Acknowledging), a FL (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is  personally known to me or  has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public  
Selena Stratton  
Printed Name



My Commission Expires: 04/24/27

## My Company Account

# My Company Profile

## Company Information

**Company Name**

J. WILLIAMS INDUSTRIAL GROUP, INC

**Doing Business As (DBA) Name**

J. WILLIAMS INDUSTRIAL GROUP, INC

**Company ID**

2143478

**Enrollment Date**

May 09, 2023

**Employer Identification Number (EIN)**

260431393

**Unique Entity Identifier (UEI)**

MWJYW85EY157

**DUNS Number**

019621980

**Total Number of Employees**

20 to 99

**NAICS Code**

238

**Sector**

Construction

**Subsector**

Specialty Trade Contractors

[Edit Company Information](#)

## Employer Category

**Employer Category**

Federal Contractor with FAR E-Verify Clause

[Edit Employer Category](#)

## Company Addresses

**Physical Address**

16114 N. MAIN ST  
JACKSONVILLE, FL 32218

**Mailing Address**

Same as Physical Address

[Edit Company Addresses](#)

## Hiring Sites

**Number of Sites**

1

[Edit Hiring Sites](#)

# Company Access and MOU

Verify Its Own Employees

## Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#), [U.S. Citizenship and Immigration Services](#)

[Accessibility](#), [Plug-ins](#), [Site Map](#)

---



THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION



Department of Business & Professional Regulation

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**ONLINE SERVICES**

- [Apply for a License](#)
- [Verify a Licensee](#)
- [View Food & Lodging Inspections](#)
- [File a Complaint](#)
- [Continuing Education Course Search](#)
- [View Application Status](#)
- [Find Exam Information](#)
- [Unlicensed Activity Search](#)
- [AB&T Delinquent Invoice & Activity List Search](#)

**LICENSEE DETAILS**

11:38:34 AM 11/30/2022

**Licensee Information**

Name:	 <b>HINSON, GEORGE WOODROW (Primary Name)</b> <b>J. WILLIAMS INDUSTRIAL GROUP, INC. (DBA Name)</b>
Main Address:	<b>54026 TROOPER CT</b> <b>CALLAHAN Florida 32011</b>
County:	<b>NASSAU</b>
License Location:	<b>16114 N MAIN ST</b> <b>JACKSONVILLE FL 32218</b>
County:	<b>DUVAL</b>

**License Information**

License Type:	<b>Certified Electrical Contractor</b>
Rank:	<b>Cert Electrical</b>
License Number:	<b>EC13009374</b>
Status:	<b>Current,Active</b>
Licensure Date:	<b>09/23/2019</b>
Expires:	<b>08/31/2024</b>

**Special Qualifications**                      **Qualification Effective**

--

**Alternate Names**

--

[View Related License Information](#)  
[View License Complaint](#)

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. **Copyright 2007-2010 State of Florida. Privacy Statement**

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. \*Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our **Chapter 455** page to determine if you are affected by this change.



Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**J. WILLIAMS INDUSTRIAL GROUP, INC.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**16114 N. MAIN ST**

6 City, state, and ZIP code  
**JACKSONVILLE, FL 32218**

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-				-				
--	--	--	---	--	--	--	---	--	--	--	--

OR

Employer identification number

2	6	-	0	4	3	1	3	9	3
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶ 1/26/2021

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

# State of Florida

## Minority Business Certification

J WILLIAMS INDUSTRIAL GROUP, INC.

Is certified under the provisions of  
287 and 295.187, Florida Statutes, for a period from:  
02/09/2023 to 02/09/2025



---

J. Todd Inman  
Florida Department of Management Services



THIS CERTIFIES THAT

# J. Williams Industrial Group, Inc.



\* Nationally certified by the: **FLORIDA STATE MINORITY SUPPLIER DEVELOPMENT COUNCIL**

\*NAICS Code(s) : 238990

\* Description of their product/services as defined by the North American Industry Classification System (NAICS)

12/30/2022

**Issued Date**

FL237725

**Certificate Number**

**Ying McGuire  
NMSDC CEO and President**

**Beatrice Louissaint, President & CEO**

12/30/2023

**Expiration Date**

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

\* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/21/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with columns for PRODUCER, CONTACT, INSURER(S) AFFORDING COVERAGE, and INSURED. Includes details for Turner & Associates Insurance, Inc. and J. Williams Industrial Group, Inc.

COVERAGES CERTIFICATE NUMBER: CL23112108547 REVISION NUMBER:

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

Main table listing insurance coverages: Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and Pollution Liability. Includes columns for INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, and LIMITS.

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

General Liability Endorsements: Additional Insured - CGL 084; Waiver of Subrogation - CGL 088
Automobile Liability Endorsements: Additional Insured - CAU 058; Waiver of Subrogation - CAU 058
Workers Compensation Endorsements: Waiver of Subrogation - WC 00 03 13
Umbrella Liability Endorsements: Additional Insured - CU 00 01; Waiver of Subrogation - CU 24 01

Table with columns for CERTIFICATE HOLDER and CANCELLATION. Certificate holder: Nassau County, Yulee, FL 32097. Cancellation section includes a signature for Robert C. Juran.

# GRANITE RE, INC.

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

J. Williams Industrial Group, Inc. 16114 N. Main Street Jacksonville, FL 32218  
as principal, hereinafter called the Principal, and

Granite Re, Inc., 14001 Quailbrook Drive, Oklahoma City, OK 73134

a corporation duly organized under the laws of the State of Minnesota as Surety, hereinafter called the Surety, are held and firmly bound unto

Nassau County Procurement Department 96135 Nassau Place, Suite 2 Yulee, FL 32097  
as Obligee, hereinafter called the Obligee, in the sum of

\_\_\_ Five \_\_\_ Percent of the Bid Amount, Dollars (\$5%)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Project: Nassau Crossing Park Lighting E-21-00-MS

Bid Date: November 22, 2023

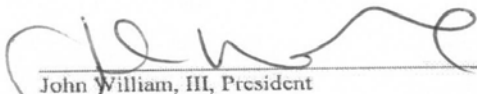
The conditions of this Bond are such that if the Obligee accepts the bid of the Principal within the time specified in the bid documents or within such time period as may be agreed to by the Obligee and Principal, and the Principal either (1) enters into a contract with the Obligee in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Obligee, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Obligee the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Obligee and Principal to extend the time in which the Obligee may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids, and the Obligee and Principal shall obtain the Surety's consent for an extension beyond sixty (60) days.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

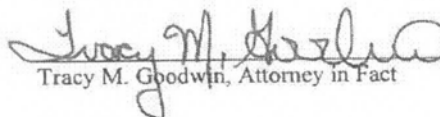
Signed and sealed this 22<sup>nd</sup> day of November, 2023.

  
Witness

J. William Industrial Group, Inc.

  
John William, III, President (Seal)

Granite Re, Inc.

  
Tracy M. Goodwin, Attorney in Fact (Seal)

**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

**Know all Men by these Presents:**

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

TRACY M. GOODWIN; ROBERT C. TURNER; DAVID J. BRIDGES; CHERYL A. CREWS; DAVID GODWIN for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

TRACY M. GOODWIN; ROBERT C. TURNER; DAVID J. BRIDGES; CHERYL A. CREWS; DAVID GODWIN may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3<sup>rd</sup> day of January, 2020.

STATE OF OKLAHOMA )  
 ) SS:  
COUNTY OF OKLAHOMA )



*Kenneth D. Whittington*  
Kenneth D. Whittington, President

*Kyle P. McDonald*  
Kyle P. McDonald, Assistant Secretary

On this 3<sup>rd</sup> day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:  
April 21, 2027  
Commission #: 11003620



*Bethany J. Alred*  
Notary Public

**GRANITE RE, INC.**  
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 2<sup>nd</sup> day of November, 2023



*Kyle P. McDonald*  
Kyle P. McDonald, Assistant Secretary

DATE  
1/12/2024

**Requisition Form**  
**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**

96135 Nassau Place Suite 1  
Yulee, FL 32097

VENDOR NAME/ADDRESS  
J. Williams Industrial Group, Inc.  
16114 N. Main Street  
Jacksonville, FL 32218

DEPARTMENT  
Parks & Recreation

REQUESTED BY  
J. Robertson / E. Burton

VENDOR NUMBER	PROJECT NAME	FUNDING SOURCE	AMOUNT AVAILABLE	STANDARD PO OR ENCUMBER ONLY	CONTRACT NO.
	Park Site Lighting Installation	*various		Encumber Contract	CM3605
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	
	Installation of Site Lighting at the Nassau Crossing	1.00	\$ 498,914.00	\$ 498,914.00	
	Park located at: 77500 William Burgess Blvd.,			\$ 0.00	
	Yulee, Florida 32097, per Scope of Services and			\$ 0.00	
	Specifications detailed in Request for Proposal			\$ 0.00	
	NC23-039RR-RFP.			\$ 0.00	
	Site lighting and installation services shall consist			\$ 0.00	
	of furnishing all material, equipment, and labor			\$ 0.00	
	for the installation and testing of an operational			\$ 0.00	
	street lighting system.			\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
	*Funding Source:			\$ 0.00	
	61153572-563710 C0088			\$ 0.00	
	61008572-563710 C0088			\$ 0.00	
	68075572-563710 C0088			\$ 0.00	
				\$ 0.00	
				\$ 0.00	

ORIGINAL - FINANCE Shipping \$ 0.00  
COPY - DEPARTMENT Total \$ 498,914.00

**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.

Doug Podiak 1/22/2024

**Office of Management and Budget** (signature required if greater than \$1,000.00 for services or if greater than \$5,000 for goods)

I attest that, to the best of my knowledge, funds are available for payment.  
Chris Lacambra 1/22/2024

**Procurement Director** (signature required if greater than \$5,000.00)

I attest that, to the best of my knowledge, this requisition is accurate and necessary and is consistent with the Nassau County Purchasing Policy.  
Nassau Belmont 1/23/2024

**County Manager** (signature required if greater than \$100,000.00)

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.  
Taco E. Pope AICP 1/31/2024

Clerk: LPB  
Date: 31/2024

**Certificate Of Completion**


Envelope Id: 5B716C6AA33E43ADA1DD91409CF8BB5A	Status: Completed
Subject: Contract #CM3605; \$498,914.00; Description: Nassau Crossing Park Site Lighting Installation	
Source Envelope:	
Document Pages: 118	Signatures: 11
Certificate Pages: 7	Initials: 5
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Evelyn Burton
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	eburton@nassaucountyfl.com
	IP Address: 50.238.237.26

**Record Tracking**


Status: Original 1/19/2024 2:34:27 PM	Holder: Evelyn Burton eburton@nassaucountyfl.com	Location: DocuSign
Status: Original 1/31/2024 12:00:25 PM	Holder: Marshall Eyerman MEyerman@nassaucountyfl.com	Location: DocuSign

**Signer Events**


Signature	Timestamp
Doug Podiak dpodiak@nassaucountyfl.com Facilities Director Nassau County BOCC Security Level: Email, Account Authentication (None)	 Sent: 1/19/2024 2:54:55 PM Viewed: 1/22/2024 9:06:01 AM Signed: 1/22/2024 9:06:08 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	

Tracy Poore tpoore@nassaucountyfl.com OMB Admin Nassau County BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 1/22/2024 9:06:15 AM Viewed: 1/22/2024 9:13:03 AM Signed: 1/22/2024 9:13:36 AM
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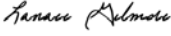





**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

chris lacambra clacambra@nassaucountyfl.com OMB Director Nassau County BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 1/22/2024 9:13:42 AM Viewed: 1/22/2024 9:18:18 AM Signed: 1/22/2024 9:18:39 AM
--	--	--

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Ashley Metz ametz@nassaucountyfl.com Human Resources Director Nassau County BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 1/22/2024 9:18:45 AM Viewed: 1/22/2024 10:29:10 AM Signed: 1/22/2024 10:29:14 AM
---	--	--

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 1/22/2024 10:29:20 AM Viewed: 1/23/2024 2:36:08 AM Signed: 1/23/2024 2:36:14 PM</p>
<p>John Williams III john.williams3@williamsindustrial.com Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 1/24/2024 12:37:56 PM ID: d05731f4-9ea5-4998-aba0-b0fde8d1c53e</p>	<p></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 24.129.124.209</p>	<p>Sent: 1/23/2024 2:36:19 PM Viewed: 1/24/2024 12:37:56 PM Signed: 1/30/2024 2:40:18 PM</p>
<p>Abigail Jorandby ajorandby@nassaucountyfl.com Assistant County Attorney Nassau BOCC Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 1/30/2024 2:40:24 PM Viewed: 1/31/2024 9:16:23 AM Signed: 1/31/2024 9:16:30 AM</p>
<p>Denise C. May dmay@nassaucountyfl.com Assistant County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 1/31/2024 9:16:37 AM Viewed: 1/31/2024 9:35:05 AM Signed: 1/31/2024 9:35:25 AM</p>
<p>Taco E. Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 1/31/2024 9:35:31 AM Viewed: 1/31/2024 10:24:30 AM Signed: 1/31/2024 10:24:36 AM</p>
<p>Clerk Finance received boccap@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 2/4/2021 9:59:11 AM ID: 6238f06a-a4ad-4d45-a7f5-929d04629059</p>	<p></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 12.23.69.254</p>	<p>Sent: 1/31/2024 10:24:42 AM Viewed: 1/31/2024 11:59:30 AM Signed: 1/31/2024 12:00:06 PM</p>

In Person Signer Events	Signature	Timestamp
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
Evelyn Burton eburton@nassaucountyfl.com Procurement Nassau County BOCC Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 1/31/2024 12:00:25 PM Viewed: 1/31/2024 12:00:25 PM Signed: 1/31/2024 12:00:25 PM
Clerk Admin boccllegal@nassauclerk.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 1/31/2024 12:00:13 PM
BOCC Procurement bocccprocurement@nassaucountyfl.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 1/31/2024 12:00:14 PM
Jennifer Kirkland jkirkland@nassaucountyfl.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 10/24/2023 9:00:03 AM ID: 051b8b10-9ce7-49a7-bddd-e95a2069afb9	<b>COPIED</b>	Sent: 1/31/2024 12:00:15 PM
Jay Robertson jrobertson@nassaucountyfl.com Parks and Recreation Director Nassau County BOCC Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 1/31/2024 12:00:16 PM
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	1/19/2024 2:54:55 PM
Certified Delivered	Security Checked	1/31/2024 11:59:30 AM
Signing Complete	Security Checked	1/31/2024 12:00:06 PM
Completed	Security Checked	1/31/2024 12:00:16 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.

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### **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.

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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](mailto: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](mailto: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.

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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](mailto: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.

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

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- ii. send us an email to [bsimmons@nassaucountyfl.com](mailto: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..

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- 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.