

**CONTRACT FOR VEHICLE GARAGE INSTALLATION SERVICES AT THE FIRE
RESCUE HEADQUARTERS**

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 **THOMAS MAY CONSTRUCTION COMPANY**, located at 310 College Drive, Orange Park, Florida 32065, hereinafter referred to as the “Vendor” on the day and year last written below (hereinafter “Effective Date”).

WHEREAS, the County received bids to furnish, deliver, and install a vehicle garage at Nassau County Fire Rescue Headquarters located at 96160 Nassau Place, Yulee, FL 32097, on or about November 8, 2023. 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 NC23-027R-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:

Exhibit A COUNTY'S INVITATION TO BID NC23-027R-ITB, ("ITB"), AS MAY BE 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 One Hundred Sixty-Three Thousand, Five Hundred Twenty Dollars and 00/100 (\$163,520.00) 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 at pwinvoices@nassaucountyfl.com ;and to 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

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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 Two Hundred Forty (240) days after issuance of a *Notice to Proceed*. 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.

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. Scrutinized Companies and Public Entity Crimes.

29.1 The Vendor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Section 287.135, Florida Statutes, regarding Scrutinized Companies and represents to County that the Vendor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Contract subject to the provisions stated herein. Failure to comply with any of the above provisions will be considered a material breach of the 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: Director of Public Works
45195 Musslewhite Road
Callahan, Florida 32011

Vendor: Thomas May Construction Company
Attn: Keith R. Ward

330 College Drive
Orange Park, Florida 32065

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.

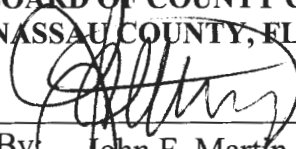
39.1 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's 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

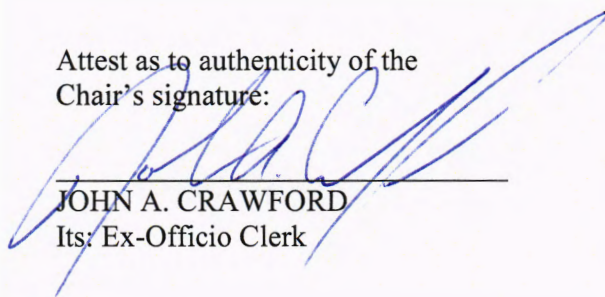
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this Contract by written notice to the other party. In such event, Vendor shall be paid its compensation for the goods and/or services provided prior to the termination date.

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: March 11, 2024

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 2/10/2024
DENISE C. MAY

**THOMAS MAY CONSTRUCTION
COMPANY**

Keith R. Ward

Contract No.: CM3617

By: Keith R ward

Its: President

Date: 2/7/2024

EXHIBIT "A"

NC23-027R-ITB

COUNTY'S INVITATION TO BID NC23-027R-ITB, ("ITB"), AS MODIFIED BY ADDENDA**INVITATION TO BID****NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**

Solicitation Title: Furnish, Deliver, and Install Vehicle Garage at Fire Rescue Headquarters	Issue Date: September 29, 2023
Solicitation Number: NC23-027R-ITB	Project/Contract Duration: One Hundred Eighty (180) Days after Contract Execution and Issuance of the Notice to Proceed
Requesting Department: Facilities Maintenance Department	Procurement Contact: Brittany Contardi
Contact Address: 96135 Nassau Place, Suite 2 Yulee, Florida 32097	Contact Information: procurement@nassaucountyfl.com
Non-Mandatory Pre-Bid Date/Time: October 12, 2023 @ 9:00 AM ET Fire Rescue Headquarters 96160 Nassau Place Yulee, FL 32097	Deadline for Questions: October 27, 2023 @ 4:00 PM ET
Bid Due Date and Opening Date/Time: November 8, 2023 @ 10:00 AM ET	
Location of Bid Opening: Robert M. Foster Justice Center, 76347 Veterans Way, Second Floor, Yulee, Florida 32097	

In accordance with the intent and content of this solicitation, we the undersigned do hereby offer to perform as stipulated in this Bid. Failure to do so may result in the forfeiting of bid security, removal from the County's vendor list, or other remedies available to the County under the laws of the State of Florida.

Legal Name of Respondent:		
Business Address:		
Phone Number:	Email:	FL License Number:
Authorized Signature:		Date:
Printed Name of Signer:		Title:

General Instructions/Declarations

- Bid results will be available pursuant to Florida Statute 119.071(b).
- Bids must be submitted on the forms furnished by the County within this solicitation, unless otherwise specified below.
- This page must be completed and returned as the top sheet of any Bid submitted.
- It is the intent and purpose of Nassau County that this solicitation promotes competitive bidding. It shall be the Bidder's responsibility to advise the Procurement Department via the County's electronic bidding platform if, in the Bidder's opinion, any language, requirements, etc. inadvertently restricts or limits competition. Such notification must be submitted via the County's electronic bidding platform and must be received by the Procurement Department no later than the Deadline for Questions date and time stated above.

(THIS PAGE MUST BE RETURNED WITH YOUR BID)

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SECTION A. INTRODUCTION AND GENERAL INFORMATION

A1. Summary:

The Nassau County Board of County Commissioners (BOCC) is seeking bids from qualified vendors to furnish, deliver, and install of a vehicle garage at the County's Fire Rescue Headquarters located at 96160 Nassau Place, Yulee, FL 32097. The services shall be performed on property owned by or under the jurisdiction of Nassau County in accordance with the solicitation specifications.

The work is to be performed by a building or general contractor, 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.

A2. Term of Contract:

Bidder agrees that the services will be complete within one hundred eighty (180) calendar days after contract execution and issuance of the Notice to Proceed.

SECTION B. INSTRUCTIONS TO BIDDERS

- B1.** Bidders shall carefully examine these solicitation forms, specifications, attached drawings (if applicable), and all instructions. Failure to do so will be at the Bidder's risk. Bidders, without exception, will be solely responsible for all aspects of the terms, conditions, and special provisions of this solicitation.
- B2.** All bids must be signed with the firm name and by an authorized officer or employee. Obligations assumed by such signature must be fulfilled.
- B3.** The term "County" means the Nassau County Board of County Commissioners, a political subdivision of the State of Florida, and its authorized designees, agents and employees.
- B4.** Each Bidder shall furnish the information required on the Bid Price Sheet and each accompanying sheet thereof, if applicable, on which he/she makes an entry. Offers submitted on any other format may be disqualified.
- B5.** All bids must be submitted electronically via the County's electronic bidding platform ([PlanetBids](https://planetbids.com)), which is accessible via the County's website or using the following link: <https://pbsystem.planetbids.com/portal/49083/bo/bo-search>.

It is the Bidder's responsibility to ensure that bids are received in the County's electronic bidding platform before the Bid due date and time. **The platform will not allow Bids after the cut-off time EVEN IF YOU ARE IN THE PROCESS OF SUBMITTING YOUR BID WHEN THE CUT-OFF TIME ARRIVES.** Please plan your submittal timing accordingly. No mailed, facsimile, or emailed Bids will be considered.

- B6.** Bids will be opened on the date and time specified on the cover page of this solicitation at the Office of the Clerk located at the Robert M. Foster Justice Center, 76347 Veterans Way, Yulee, Florida 32097. The public is invited to attend.
- B7.** The County reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.
- B8.** Pursuant to recent changes in Florida Statutes Chapter 119.071 (General Exemptions from inspection or copying of public records) the bid opening process is temporarily exempt from Public Records requirements, except bids received pursuant to a competitive solicitation for construction or repairs on a public building or public work. Information may be released to the public once the County provides a notice of intended decision or thirty (30) days after the bid opening, whichever is earlier.

Pursuant to recent changes in Florida Statutes Chapter 286.0113 (General exemptions from public meeting requirements) any portion of a meeting in which negotiations with a vendor is conducted as part of the “competitive negotiation” process at which a vendor makes an oral presentation or answers questions as part of the “competitive solicitation” process are exempt from public meeting requirements until the County provides notice of an intended decision or until thirty (30) days after bid opening, whichever is earlier. Any portion of a committee meeting at which negotiation strategies are discussed is exempt.

A complete record shall be made of any portion of an exempt meeting; no portion may be held off the record. The recording of and any records presented at the exempt meeting are exempt from FS119.071 until such time as the board provides notice of an intended decision or 30 days after opening the bids, proposals, or final replies.

Please refer to Florida Statutes 119.071, 255.0518 and 286.0113 for further details.

- B9.** Bids may not be withdrawn for a period of one hundred and twenty days (120) after the Bid opening date. Bids may be withdrawn or modified at any time before the Bid due date during which the Bidder may withdraw their Bid or make any needed modification(s) and resubmit without prejudice by utilizing the modification/withdrawal feature within the County’s electronic bidding platform ([PlanetBids](#)).
- B10.** Please check your pricing before submitting your Bid, as no changes in pricing will be allowed after the Bid opening. In cases of the extended price irregularities, unit pricing will prevail. Please note that the County reserves the right to clarify and correct blatant unit price or extended price and/or calculation errors.
- B11.** Be sure to sign your Bid. Failure to include proper signatures on the required documents may result in a disqualification of that Bid. Only an authorized person that can legally bind the company to this engagement shall sign.
- B12.** Bidders are advised that the County will not accept limitations on liability from any vendor. The successful Bidder(s) will be fully liable for all damages and events caused by them,

without any limitations, and they shall waive any rights of subrogation as a part of any contract resulting from this solicitation and associated submittal. The County will pursue liable Bidders to the extent allowed by law for damages caused by them during the performance of a contract with the County. Any Bid received that limits liability will be considered unresponsive and will not be accepted by the County.

- B13.** Bidder shall include in their Bid package a copy of their current, valid insurance coverage certification that meets or exceeds the requirements of included with this solicitation.
- B14. Participation in E-Verify Required by Law:** Pursuant to Florida Statute 448.095, all vendors doing business with Nassau County are required to register with, and participate in, the federal government's E-Verify program (www.e-verify.gov). Bidders will be required to provide proof of registration from E-Verify along with a completed affidavit certifying their compliance with F.S. 448.095.

By submitting a Bid to this solicitation, the Bidder acknowledges and agrees that:

- (a) If the County has a good faith belief that a person or entity with which it is contracting has knowingly violated §448.09(1), Florida Statutes, the contract shall be terminated,
 - (b) If the County has a good faith belief that a subcontractor knowingly violated §448.095(2), but the Prime Contractor otherwise complied with §448.095(2), Florida Statutes, shall promptly notify the Prime Contractor and order the Prime Contractor to immediately terminate their contract with the subcontractor,
 - (c) A contract terminated under the above subparagraphs 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, and
 - (e) If a contract is terminated for a violation of F.S. 448 by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.
- B15.** Bidders are required to refrain from contacting any County Departments, Divisions, or external agents or consultants about this solicitation during the solicitation process. **ANY QUESTIONS FROM VENDORS MUST BE RECEIVED VIA THE COUNTY'S ELECTRONIC BIDDING PLATFORM ([PlanetBids](#))**. Failure to comply with this requirement may result in disqualification of your bid and egregious and/or repeated violations may result in debarment from future solicitations, contracts, or other business with the County.

Questions received will be formatted by the Procurement department and issued to all interested parties in the form of an addendum. Oral questions and/or answers are not

authorized outside of a Pre-Bid Conference setting (if applicable), and **the County will not entertain any verbal communications regarding this or any other solicitation.** All questions regarding this solicitation must be received by the date and time specified on the first page of this solicitation. Questions received after this date will not be reviewed.

Inquiries or requests for clarification must specify the relevant section(s), subsection(s), paragraph(s), and page number(s) of the competitive solicitation being questioned by the Bidder.

The County will consider the Bidder's lack of inquiries or requests for clarification prior to the Deadline for Questions to constitute the Bidder's acceptance of all of the terms, conditions, and requirements as stated in this solicitation and any addenda or amendments thereto.

B16. It will be the responsibility of the Bidder to visit the County's electronic bidding platform ([PlanetBids](#)), prior to submitting a bid, to ascertain if any addenda have been issued and to review those addenda, if applicable. Bidders must complete and return the enclosed Addenda Acknowledgement Form with their bid. Failure to comply may result in disqualification of the bid.

B17. NON-MANDATORY PRE-BID WALK-THRU

A non-mandatory pre-bid walk-thru will be held to discuss the special conditions and specifications included within this solicitation. Vendors are requested to bring this solicitation document to the conference, as copies will not be available.

SECTION C. GENERAL PROVISIONS

C1. Terms & Conditions: Bidder proposes and agrees, if their bid is accepted, to enter into a contract with the Nassau County Board of County Commissioners, to perform and furnish all goods and services specified in the contract documents, consistent with this solicitation, for the agreed-upon price, within the agreed timeframe indicated in this solicitation, and in accordance with the other terms and conditions of the contract. The successful Bidder(s) shall execute and return to the County, within ten (10) days after receipt, all contractual documents, performance and payment bonds (if applicable), insurance certificates, E-Verify documentation, and any other documents required by this solicitation. No Contract shall be considered binding upon the County until it has been properly executed by all parties.

C2. Receiving/Payment/Invoicing: The County shall pay all vendors within forty-five (45) calendar days of receipt of an invoice, in accordance with the Local Government Prompt Payment Act (Florida Statute 218.70). Payment shall not be made until goods/services have been received/rendered, inspected, and accepted by the County as to the quality and quantity ordered and received. Payment will be accomplished by submission of an invoice, with the contract number referenced thereon, emailed to the County Department receiving the goods or services from the Vendor. Payment in advance of receipt of goods/services by the County will not be made.

Invoice submitted shall be in sufficient detail as to item, service, quantity, and price in order for the County to verify compliance with the contract.

- C3. Acceptance of Goods/Services:** Receipt of goods/services shall not constitute acceptance. Acceptance and authorization of payment shall be given only after a thorough inspection indicates that the goods/services meet the solicitation and contract specifications and conditions. Should the goods/services differ in any respect from specifications, payment will be withheld until such time as the supplier takes all necessary corrective action(s).
- C4. Taxes:** Nassau County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales and Use Taxes. Vendors shall not include taxes in any Bid, invoice, or statement.
- C5. Independent Pricing:** By submitting a bid, the Bidder certifies that in connection with this solicitation:
- (a) The prices in the bid have been arrived at independently, without consultation, communication, collusion, or agreement with any other offeror or competitor for the purpose of restricting competition, and
 - (b) No attempt has been made or will be made by the Bidder to influence any other person or firm to submit or not submit a bid for the purpose of restricting competition.
- C6. Conflict of Interest – Business Association:** All Bidders must disclose with their offer the name of any officer, director, or agent who is also an officer or employee of the County or related to an officer or employee of the County. Further, all bidders must disclose the name of any Nassau County officer or employee who has, either directly or indirectly, any interest of the Bidder's firm or any of its branches, affiliates, or subsidiaries. Notwithstanding any other provision of law, failure to disclose will result in disqualification of the bid and/or cancellation of work without the County being in breach of contract. The County will seek damages for recoupment of losses for having to re-solicit or re-assign and further reserves the right to debar and any vendor who fails to disclose.
- C7. Conflict of Interest – Advisory Boards:** Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit an advisory board member of the County from holding any employment or contractual relationship with any business entity doing business with the County. Section 112.313(12), Florida Statutes, provides that an advisory board member will not be in violation of the prohibition if certain conditions are met, including the filing of a disclosure form with the County, which is the sole responsibility of the Bidder and must be filed prior to or at the time of submission of the bid. A copy of the filed disclosure form shall be included as part of the Bidder's response.

The advisory board member is required to, prior to or at the time of the submissions of the bid, file a statement with the County, disclosing their interest and the nature of the intended business.

The advisory board member, or his or her spouse, child, or other relative, is required to have in no way used or attempted to use his or her influence to persuade a member of the County or any of its personnel to enter into such a contract other than by the mere submission of the bid.

The advisory board member, or his or her spouse, child, or other relative, is required to have in no way participated in the determination of the solicitation's specifications or the determination of the responsible and responsive Bidder.

- C8. Additional Terms and Conditions:** No additional terms and conditions included with the bid shall be evaluated or considered. Any such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation and the bid submitted. If submitted either purposely through intent or design, or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed that the general and special conditions in this solicitation and contract documents are the only conditions applicable to this solicitation and the Bidder's authorized signature affixed to the response attests to this.
- C9. Public Records Requirement:** 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) 530-6010, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 1, YULEE, FLORIDA 32097.**

To the extent that the selected vendor(s) provide(s) goods and/or services to the County, and pursuant to Florida Statute 119.0701, the Vendor(s) shall:

- (a) Keep and maintain public records required by the public agency to perform the service,
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law,
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the vendor does not transfer the records to the public agency, and
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the vendor or keep and maintain public records required by the public agency to perform the service. If the vendor transfers all public records to

the public agency upon completion of the contract, the vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the vendor keeps and maintains public records upon completion of the contract, the vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency. If a vendor does not comply with a public records request, the County shall enforce the contract provisions in accordance with the contract.

- C10. Public Entity Crimes:** A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, sub- vendor, or consultant 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 Statute 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The enclosed sworn statement for Public Entity Crimes under Florida Statute 287.133(3)(a) must be submitted with the Bid.
- C11. Debarred Vendors:** The County reserves the right to withhold award, rescind an award, or forego award to any Bidder who is found to have been debarred from doing business with the State of Florida or any other public entity. It shall be County's sole determination as to the desirability of contracting with a Bidder who has been barred from doing business with a public entity.
- C12. Equal Opportunity:** The County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by veteran-, minority-, and woman-owned businesses. Such businesses are to be afforded a full opportunity to participate in any procurement by the County and will not be subject to discrimination on the basis of race, color, creed, religion, sex, gender, disability, political affiliation, or national origin.

The County is an equal opportunity/affirmative action employer. The County is committed to equal employment opportunities and expects firms that do business with the County to do the same.

C13. 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.

- C14.** The contract that the County intends to use for award is attached as Attachment “I”. The awarded Vendor will be required to enter into an agreement which will include the requirements of this ITB as well as the terms and conditions of the draft contract, Attachment “I”. The County reserves the right to reject any bid(s) containing exceptions or modifications to the standard terms and conditions. The County may revise the stated standard terms and conditions prior to execution.

SECTION D. SPECIAL PROVISIONS

- D1. Minimum Standard:** Specifications listed herein describe the expected minimum standard. These specifications are intended to be descriptive in nature and are not intended to eliminate, discourage, impede, or otherwise prevent any vendor from submitting a bid.
- D2. Experience of Bidder:** Bidder must be qualified to perform the services outlined in the scope of work and meet all applicable code requirements.
- D3. Attachments/Exhibits:** All attachments and exhibits are made an essential part of this solicitation.
- D4. 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.**

SECTION E. AWARD OR REJECTION OF BIDS

- E1.** Method of Award: Award shall be made to the lowest, responsive, and responsible bidder, and meets all requirements of the bid specifications.
- E2.** The County reserves the right to reject any or all bids, with or without cause, without recourse, or to waive technicalities or to accept bids which, in its sole judgment, best serve the interests of the County. Response to this solicitation is considered an operational cost of the Bidder and shall not be passed on to or borne by the County. The County also reserves the right to reject the response of a Bidder who has previously failed to perform properly, completely, on-time and/or on-cost, contracts of a similar nature, or that are not, in the County’s sole discretion, in a position to perform the contract.
- E3.** Any cause including, but not limited to, the following may be considered as sufficient for the disqualification of a Bidder and the rejection of its submittal:
- (a) Submission of more than one bid for the same work by an individual, firm, partnership, or corporation under the same or different names,
 - (b) Evidence of collusion among Bidders, or previous participation in collusive bidding or proposing on work for the County,
 - (c) Any material misrepresentation,
 - (d) Uncompleted work for which the Bidder is committed by contract which, in the judgment of the County, might hinder or prevent the prompt completion of the work under this contract if awarded to Bidder,
 - (e) Violations of the Cone of Silence as provided for herein,
 - (f) Actual or potential conflict of interest as provided for in Section 112.313(3), Florida Statutes, or
 - (g) Conviction for a public entity crime as provided for in Section 287.133, Florida Statutes.

- E4.** The County will provide a contract for the successful Bidder's execution.
- E5.** The award of a contract does not constitute an order nor a Notice to Proceed. Before any services can be performed, the successful Bidder must receive written authorization from the County.
- E6.** Award will be made without further negotiation based upon competitive bids; therefore only "best and final pricing" should be submitted in response to this solicitation.

SECTION F. SCOPE OF SERVICES AND SPECIFICATIONS

SCOPE OF SERVICES AND SPECIFICATIONS: Vendor shall provide all Services described in Exhibit "A" Scope of Services and Specifications.

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

EXHIBIT “A”
SCOPE OF SERVICES AND SPECIFICATIONS

The Vendor shall provide Furnish, Deliver, and Install Vehicle Garage at Fire Rescue Headquarters, more specifically, including but not limited to:

A. Scope of Services:

- A1. Vendor shall furnish, deliver, and install a fully erect forty-two-foot (42’) width by seventy-two-foot (72’) length by sixteen-foot (16’) height (“42’W x 72’L x 16’H”) vehicle garage with four (4) bays on a concrete slab at the County’s Fire Rescue Headquarters located at 96160 Nassau Place, Yulee, FL 32097 in the described below.
 - A1.1 The vehicle garage shall be a shell building with no power, plumbing, or ventilation included.
 - A1.2 42’W x 72’L x 26’H size is preferred.
 - A1.3 Comparable substitutions that will achieve the minimum overall six thousand (6,000) square feet building size and accommodate four (4) bays may be presented to the Facilities Maintenance representative for review.
 - A1.4 Comparable substitutions may be accepted upon written authorization from the Facilities Maintenance representative.
- A2. Vendor shall engineer a concrete slab to accommodate the weight of up to four (4) fully loaded fire trucks (up to approximately 60,000 pounds each) and meet requirements of the metal building. Vendor shall comply with the County’s Building Codes. A level building pad shall be in place and prepared by the County before construction begins.
 - A2.1 The floor elevation shall be set the same as the existing building on site.
 - A2.2 The floors at each bay shall have a minimal slope starting 20’ inward to the door edge to allow water to shed.
- A3. The metal exterior, including the roof, shall be engineered to meet wind load for the location. Under no circumstances shall the metal exterior be less than twenty-six (26) gauge.
- A4. Insulation shall be required in the roof only and shall be no less than R-7 rated.
- A5. The roof shall be gabled with a three to twelve ratio (3:12) pitch.

- A6. The four (4) bays shall include manually operated fourteen feet by fourteen feet (14'x14') roll up doors and one (1) metal three feet by seven feet (3'0"x 7'0") door and jamb with no window.
- A6.1 The four (4) roll-up doors shall be manually operated barrel doors with interchangeable slats.
- A6.1.1 Bidders may provide optional pricing of electric roll-up doors as reflected on the Price Sheet, attached hereto as Exhibit "B".
- A6.1.2 The County may request electric roll-up doors based on quoted pricing.
- A6.2 The County shall provide the Vendor with door preferred locations during the building configuration phase of the project.
- A7. Vendor shall provide the County with color options within ten (10) business days of issuance of Notice to Proceed. The County shall choose colors based on the options provided by Vendor within ten (10) business days of receipt of color options.
- A8. Bidders may provide optional pricing for gutters and downspouts that match the overall color scheme of the building as reflected on the Price Sheet, attached hereto as Exhibit "B".
- A8.1 The County may request gutters and downspouts that match the overall color scheme of the building on quoted pricing.
- A9. Bidders may provide optional pricing for boxed eaves as reflected on the Price Sheet, attached hereto as Exhibit "B".
- A9.1 The County may request boxed eaves on quoted pricing.
- A10. Vendor shall be responsible for any required dirt work, including slope from the building to existing natural grade.
- A11. Vendor shall provide a performance schedule upon execution of resulting contract and coordinate all work with the designated Facilities Maintenance representative.

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. Debris Disposal:

C1. It is the Vendor's responsibility to remove and properly dispose of all of the debris generated by work done under this agreement, including grading the surrounding ground if disturbed by the performance of work, shall be the sole responsibility of and at the expense of the Vendor in a manner and/or at a disposal site approved by the Facilities Maintenance representative. The site must be clean upon completion.

C2. Vendor shall be responsible to ensure frequent pick-up and disposal of all refuse, rubbish, scrap materials and debris that result from operations so that the work site remains neat and orderly.

C3. All debris must be disposed of upon the completion of the assignment or within forty-eight (48) hours of the assignment, whichever comes first. Any remaining debris must be outside of the clear zone of any roadway by the end of the day.

C4. Stockpiling of Vendor generated debris for later disposal shall not exceed the completion of the assignment or within forty-eight (48) hours of the assignment without written authorization by the County.

D. Lump Sum Cost: Prices shall be deemed to provide full compensation to the Vendor for labor, equipment use, travel time, and any other element of cost or price. The Vendor shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the State of Florida.

- D1. Bid prices shall include all equipment normally utilized for performance of work described herein and include the cost of the crew. Equipment included in this price shall include all equipment and other tools normally used during the performance of work described herein.
- D2. Traffic control as required shall be included in the rates provided by the Vendor.

E. Traffic Control:

- E1. 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.
- E2. Vendor is not permitted to isolate the County's Fire Rescue Headquarters by limiting or blocking access.
- E3. Before the commencement of any scheduled work, the Vendor shall notify the County's Fire Rescue Department at least twenty-four (24) hours before the start of the tree maintenance operation on that street. The Vendor is responsible for posting "temporary no parking" signs at least twenty-four (24) hours before using the parking lane for the performance of work. Efforts shall be made by the Vendor to minimize the duration of driveway blocking and to notify the County's Fire Rescue Department of this need in advance. Further, the Vendor shall provide access to County's Fire Rescue Headquarters each evening.
- E4. No County roadway will be closed at any time without written notification to the Public Works 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>), unless otherwise covered under the On-Call Emergency Services covered in Section F5.
- E5. Vendor shall be responsible for traffic control during operations performed by the Vendor's personnel and/or subcontractors.
- E6. Vendor shall furnish, erect, and maintain all necessary traffic control and safety devices.
- E7. 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.
- E8. 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.

- E9. 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.
- E10. A copy of the employee’s certification of FDOT maintenance of traffic training is required to be submitted with the Vendor’s proposal.
- E11. All persons flagging traffic shall have in their possession: current, valid certification of FDOT Basic Maintenance of Traffic training as a minimum requirement.
- E12. County may at any time request that the Vendor’s flaggers produce proof of current, valid certification of FDOT Maintenance of Traffic training.
- E13. County reserves the right to stop the Vendor’s work if flaggers are unable to produce proof of current, valid training upon request.
- E14. Vendor shall endeavor to keep the project site free of rubbish and debris and as safe a condition as possible.
- E15. All costs associated with maintenance of traffic are the responsibility of the Vendor.

F. Equipment:

- F1. Only equipment designed for performance of work described herein will be acceptable for work performed under this agreement. The equipment used must always be in good, safe operating condition. The County may inspect the equipment before awarding the bid, and anytime during the resulting contract. All safety devices shall be properly installed and maintained when the equipment is in use.
- F2. Vendor shall be responsible for the security of all equipment, tools, and materials left at the work site.

G. Limitation of Operations:

- G1. 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.
- G2. 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 and private property and/or utilities.
- G3. Vendor shall immediately provide written notification to the County of damages when they occur.

- G4. 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.

H. Specifications:

- H1. 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 Facilities Maintenance representative.
- H2. All precautions must be taken to ensure no damage to surrounding landscape, structures or amenities will occur.
- H3. Work shall be scheduled with minimal disruption to the surrounding landscape, structures, or amenities, as determined by the County.
- H4. All debris removed from these processes shall be removed in accordance with the *Debris Disposal* section above or as directed by the Facilities Maintenance representative.

I. County's Responsibilities:

- I1. County will provide contact person(s) name, phone number, and email address for the vendor to report all problems noted.
- I2. County will provide the Vendor with an executed work authorization or purchase order of work requested to be performed under this agreement.
- I3. All work shall be done subject to the supervision and direction of the Facilities Maintenance representative who shall have access to all the work.
- I4. Facilities Maintenance 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.
- I5. Facilities Maintenance 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.

J. Vendor's Responsibilities:

- J1. Vendor shall provide a trained staff of competent personnel for the performance of the services described.

- J2. Vendor shall always provide supervision of all work crews while performing work under this contract.
- J3. Vendor shall be responsible and liable for all injuries or damages to persons or property that occur as a result of their fault or negligence in connection with the work assigned. Vendor's personnel shall immediately report any such injuries, damage, abnormalities to Facilities Maintenance representative as soon as possible.
- J4. 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.
- J5. 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.
- J6. 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 ET, unless prior arrangements are agreed upon by both parties.
- J7. Vendor shall notify the appropriate Facilities Maintenance representative when the work is completed, enabling the County to inspect the work for acceptance within twenty-four (24) hours of completion.
- J8. 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 Facilities Maintenance representative as the situation may reasonably warrant. Vendor shall notify the Facilities Maintenance 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.
- J9. Vendor must abide by any local, state, or federal laws and regulations.
- J10. 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 Furnish, Deliver, and Install Vehicle Garage at Fire Rescue Headquarters in accordance with Exhibit A, Scope of Services at the price(s) below.

VEHICLE GARAGE	
TOTAL LUMP SUM PRICE	\$ _____

(Total Lump Sum Price in Words)

Manufacturer: _____

Make/Model No.: _____

Warranty: _____

OPTIONAL GOODS/SERVICES	
DESCRIPTION	TOTAL COST
Optional Gutters and Downspouts	\$ _____
Optional Boxed Eaves	\$ _____
Optional Electric Roll-Up Doors	\$ _____

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: _____

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 FOR DEMOLITION AND DISPOSAL 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 _____, located at _____, hereinafter referred to as the “Vendor”.

WHEREAS, the County received bids for demolition and disposal services of modular style, portable buildings and sheds at the County’s old sheriff’s office and jail site located at Bobby Moore Circle, Yulee, FL 32097. Said services are more fully described in the County’s Invitation to Bid (“ITB”), attached hereto and incorporated herein as Exhibit “B”; 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 Price Sheet is attached hereto as Exhibit “A” and made a part hereof.

WHEREAS, the Vendor desires to render certain services as described in Exhibit “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 incorporated into and made part of this Contract:

Exhibit A VENDOR'S RESPONSE PRICE SHEET

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

Exhibit C INSURANCE REQUIREMENTS

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 "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 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 **XXXX** 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 both the **Public Works** Director or designee and to 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 Director of Public Works, 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 on one hundred twenty (120) days after contract execution and issuance of the Notice to Proceed. 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 "A"; 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 “C”. 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.

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:

96135 Nassau Place

Yulee, Florida 32097

Vendor: [Vendor’s Name]

Attn: [Vendor’s Contact Person]

[Vendor’s Address]

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.

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

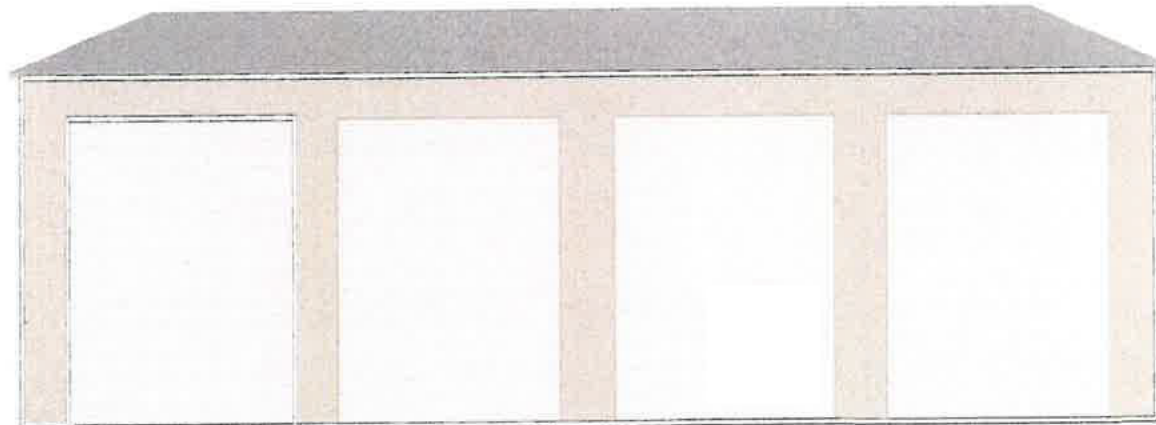
Approved as to form and legality by the
Nassau County Attorney

DENISE C. MAY

[VENDOR'S NAME]

By: _____
Its: _____
Date: _____

ATTACHMENT "I" EXAMPLE OF GARAGE



Right Wall

Garage
42' W x 72' L x 16' H

EXHIBIT “A”
SCOPE OF SERVICES AND SPECIFICATIONS

The Vendor shall provide Furnish, Deliver, and Install Vehicle Garage at Fire Rescue Headquarters, more specifically, including but not limited to:

A. Scope of Services:

- A1. Vendor shall furnish, deliver, and install a fully erect forty-two-foot (42’) width by seventy-two-foot (72’) length by sixteen-foot (16’) height (“42’W x 72’L x 16’H”) vehicle garage with four (4) bays on a concrete slab at the County’s Fire Rescue Headquarters located at 96160 Nassau Place, Yulee, FL 32097 in the described below.
- A1.1 The vehicle garage shall be a shell building with no power, plumbing, or ventilation included.
- A1.2 42’W x 72’L x 26’H size is preferred.
- A1.3 Comparable substitutions that will achieve the minimum overall six thousand (6,000) square feet building size and accommodate four (4) bays may be presented to the Facilities Maintenance representative for review.
- A1.4 Comparable substitutions may be accepted upon written authorization from the Facilities Maintenance representative.
- A2. Vendor shall engineer a concrete slab to accommodate the weight of up to four (4) fully loaded fire trucks (up to approximately 60,000 pounds each) and meet requirements of the metal building. Vendor shall comply with the County’s Building Codes. A level building pad shall be in place and prepared by the County before construction begins.
- A2.1 The floor elevation shall be set the same as the existing building on site.
- A2.2 The floors at each bay shall have a minimal slope starting 20’ inward to the door edge to allow water to shed.
- A3. The metal exterior, including the roof, shall be engineered to meet wind load for the location. Under no circumstances shall the metal exterior be less than twenty-six (26) gauge.
- A4. Insulation shall be required in the roof only and shall be no less than R-7 rated.
- A5. The roof shall be gabled with a three to twelve ratio (3:12) pitch.

- A6. The four (4) bays shall include manually operated fourteen feet by fourteen feet (14'x14') roll up doors and one (1) metal three feet by seven feet (3'0"x 7'0") door and jamb with no window.
- A6.1 The four (4) roll-up doors shall be manually operated barrel doors with interchangeable slats.
- A6.1.1 Bidders may provide optional pricing of electric roll-up doors as reflected on the Price Sheet, attached hereto as Exhibit "B".
- A6.1.2 The County may request electric roll-up doors based on quoted pricing.
- A6.2 The County shall provide the Vendor with door preferred locations during the building configuration phase of the project.
- A7. Vendor shall provide the County with color options within ten (10) business days of issuance of Notice to Proceed. The County shall choose colors based on the options provided by Vendor within ten (10) business days of receipt of color options.
- A8. Bidders may provide optional pricing for gutters and downspouts that match the overall color scheme of the building as reflected on the Price Sheet, attached hereto as Exhibit "B".
- A8.1 The County may request gutters and downspouts that match the overall color scheme of the building on quoted pricing.
- A9. Bidders may provide optional pricing for boxed eaves as reflected on the Price Sheet, attached hereto as Exhibit "B".
- A9.1 The County may request boxed eaves on quoted pricing.
- A10. Vendor shall be responsible for any required dirt work, including slope from the building to existing natural grade.
- A11. Vendor shall provide a performance schedule upon execution of resulting contract and coordinate all work with the designated Facilities Maintenance representative.

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. Debris Disposal:

C1. It is the Vendor's responsibility to remove and properly dispose of all of the debris generated by work done under this agreement, including grading the surrounding ground if disturbed by the performance of work, shall be the sole responsibility of and at the expense of the Vendor in a manner and/or at a disposal site approved by the Facilities Maintenance representative. The site must be clean upon completion.

C2. Vendor shall be responsible to ensure frequent pick-up and disposal of all refuse, rubbish, scrap materials and debris that result from operations so that the work site remains neat and orderly.

C3. All debris must be disposed of upon the completion of the assignment or within forty-eight (48) hours of the assignment, whichever comes first. Any remaining debris must be outside of the clear zone of any roadway by the end of the day.

C4. Stockpiling of Vendor generated debris for later disposal shall not exceed the completion of the assignment or within forty-eight (48) hours of the assignment without written authorization by the County.

D. Lump Sum Cost: Prices shall be deemed to provide full compensation to the Vendor for labor, equipment use, travel time, and any other element of cost or price. The Vendor shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the State of Florida.

- D1. Bid prices shall include all equipment normally utilized for performance of work described herein and include the cost of the crew. Equipment included in this price shall include all equipment and other tools normally used during the performance of work described herein.
- D2. Traffic control as required shall be included in the rates provided by the Vendor.

E. Traffic Control:

- E1. 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.
- E2. Vendor is not permitted to isolate the County's Fire Rescue Headquarters by limiting or blocking access.
- E3. Before the commencement of any scheduled work, the Vendor shall notify the County's Fire Rescue Department at least twenty-four (24) hours before the start of the tree maintenance operation on that street. The Vendor is responsible for posting "temporary no parking" signs at least twenty-four (24) hours before using the parking lane for the performance of work. Efforts shall be made by the Vendor to minimize the duration of driveway blocking and to notify the County's Fire Rescue Department of this need in advance. Further, the Vendor shall provide access to County's Fire Rescue Headquarters each evening.
- E4. No County roadway will be closed at any time without written notification to the Public Works 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>), unless otherwise covered under the On-Call Emergency Services covered in Section F5.
- E5. Vendor shall be responsible for traffic control during operations performed by the Vendor's personnel and/or subcontractors.
- E6. Vendor shall furnish, erect, and maintain all necessary traffic control and safety devices.
- E7. 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.
- E8. 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.

- E9. 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.
- E10. A copy of the employee’s certification of FDOT maintenance of traffic training is required to be submitted with the Vendor’s proposal.
- E11. All persons flagging traffic shall have in their possession: current, valid certification of FDOT Basic Maintenance of Traffic training as a minimum requirement.
- E12. County may at any time request that the Vendor’s flaggers produce proof of current, valid certification of FDOT Maintenance of Traffic training.
- E13. County reserves the right to stop the Vendor’s work if flaggers are unable to produce proof of current, valid training upon request.
- E14. Vendor shall endeavor to keep the project site free of rubbish and debris and as safe a condition as possible.
- E15. All costs associated with maintenance of traffic are the responsibility of the Vendor.

F. Equipment:

- F1. Only equipment designed for performance of work described herein will be acceptable for work performed under this agreement. The equipment used must always be in good, safe operating condition. The County may inspect the equipment before awarding the bid, and anytime during the resulting contract. All safety devices shall be properly installed and maintained when the equipment is in use.
- F2. Vendor shall be responsible for the security of all equipment, tools, and materials left at the work site.

G. Limitation of Operations:

- G1. 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.
- G2. 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 and private property and/or utilities.
- G3. Vendor shall immediately provide written notification to the County of damages when they occur.

- G4. 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.

H. Specifications:

- H1. 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 Facilities Maintenance representative.
- H2. All precautions must be taken to ensure no damage to surrounding landscape, structures or amenities will occur.
- H3. Work shall be scheduled with minimal disruption to the surrounding landscape, structures, or amenities, as determined by the County.
- H4. All debris removed from these processes shall be removed in accordance with the *Debris Disposal* section above or as directed by the Facilities Maintenance representative.

I. County's Responsibilities:

- I1. County will provide contact person(s) name, phone number, and email address for the vendor to report all problems noted.
- I2. County will provide the Vendor with an executed work authorization or purchase order of work requested to be performed under this agreement.
- I3. All work shall be done subject to the supervision and direction of the Facilities Maintenance representative who shall have access to all the work.
- I4. Facilities Maintenance 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.
- I5. Facilities Maintenance 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.

J. Vendor's Responsibilities:

- J1. Vendor shall provide a trained staff of competent personnel for the performance of the services described.

- J2. Vendor shall always provide supervision of all work crews while performing work under this contract.
- J3. Vendor shall be responsible and liable for all injuries or damages to persons or property that occur as a result of their fault or negligence in connection with the work assigned. Vendor's personnel shall immediately report any such injuries, damage, abnormalities to Facilities Maintenance representative as soon as possible.
- J4. 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.
- J5. 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.
- J6. 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 ET, unless prior arrangements are agreed upon by both parties.
- J7. Vendor shall notify the appropriate Facilities Maintenance representative when the work is completed, enabling the County to inspect the work for acceptance within twenty-four (24) hours of completion.
- J8. 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 Facilities Maintenance representative as the situation may reasonably warrant. Vendor shall notify the Facilities Maintenance 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.
- J9. Vendor must abide by any local, state, or federal laws and regulations.
- J10. Vendor shall obtain all necessary permits and pay any associated fees at their own expense.

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

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: _____

**FORM C
BIDDER QUESTIONNAIRE**

The following questionnaire shall be answered by the Bidder for use in the evaluation process.

1. Company Name: _____
Address: _____
City/State/Zip: _____
Phone: Email: _____
Website Address: _____

2. **COMPANY STRUCTURE:**
Sole Proprietor Partnership Corporation Other _____

3. Are you registered with the FL Secretary of State to conduct business? Yes No

4. Are you properly licensed/certified by the Federal or State to perform the specified services?
Yes No

5. **EXPERIENCE:**
Years in business: _____
Years in business under this name: _____
Years performing this type of work: _____
Value of work now under contract: _____
Value of work in place last year: _____
Percentage (%) of work usually self-performed: _____
Name of sub-vendors you may use: _____
Has your company: Failed to complete or defaulted on a contract: Yes No
Been involved in bankruptcy or reorganization: Yes No
Pending judgment claims or suits against firm: Yes No

6. **PERSONNEL**
How many employees does your company employ: _____
(may use additional sheets if needed).

Position/Category (List all)	Full-time	Part-time
Management		

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 D 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 Bidders

FROM: Brittany Contardi, Senior Procurement Specialist

SUBJECT: **Addendum No. 1**
 Furnish, Deliver, and Install Vehicle Garage at Fire Rescue Headquarters
 Solicitation Number: NC23-027R-ITB

DATE: November 1, 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.

Revision to the solicitation cover page:

The solicitation cover page included in the original solicitation document is hereby revised and replaced with the following table provided below:

Solicitation Title: Furnish, Deliver, and Install Vehicle Garage at Fire Rescue Headquarters	Issue Date: September 29, 2023
Solicitation Number: NC23-027R-ITB	Project/Contract Duration: One Hundred Eighty (180) Days after Contract Execution and Issuance of the Notice to Proceed
Requesting Department: Facilities Maintenance Department	Procurement Contact: Brittany Contardi
Contact Address: 96135 Nassau Place, Suite 2 Yulee, Florida 32097	Contact Information: procurement@nassaucountyfl.com
Non-Mandatory Pre-Bid Date/Time: October 12, 2023 @ 9:00 AM ET Fire Rescue Headquarters 96160 Nassau Place Yulee, FL 32097	Deadline for Questions: December 1, 2023 @ 4:00 PM ET
Bid Due Date and Opening Date/Time: December 14, 2023 @ 10:00 AM ET	
Location of Bid Opening: Robert M. Foster Justice Center, 76347 Veterans Way, Second Floor, Yulee, Florida 32097	

The solicitation due date and opening time has been rescheduled to: **December 14, 2023 at 10:00 a.m. eastern time.**

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
 Ph: 904-530-6040

TO: All Prospective Bidders

FROM: Brittany Contardi, Senior Procurement Specialist

SUBJECT: **Addendum No. 2**
 Furnish, Deliver, and Install Vehicle Garage at Fire Rescue Headquarters
 Solicitation Number: NC23-027R-ITB

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.

Revision to Scope of Services and Specifications:

The Scope of Services and Specifications included in the original solicitation document is hereby revised and replaced with the attached Revised Scope of Services and Specifications – Addendum No. 2, attached hereto as Exhibit “A”.

Pre-Bid Meeting Questions and Answers:

1. What is the intent of this vehicle garage?

Answer: The intent purpose of the vehicle garage is for storage, i.e. to store vehicles.

2. Is ventilation needed for this building?

Answer: No, not at this time.

3. Section A.6 - For the manually operated roll-up doors. Will all four bays be manually operated.?

Answer: As specified in Section A6 of the Revised Scope of Services and Specifications, the four (4) bays shall each include manually operated fourteen feet by fourteen feet (14'x14') roll up doors and one (1) metal three feet by seven feet (3'0"x 7'0") door and jamb with no window. The four (4) roll-up doors shall each be manually operated barrel doors with interchangeable slats. Bidders may provide optional pricing of electric roll-up doors as reflected on the Price Sheet, attached to the original solicitation document as Exhibit “B”.

4. What is the preferred location of the roll-up doors?

Answer: As specified in Section A6.2 of the Scope of Services and Specifications, the County shall provide the Vendor with door preferred locations during the building configuration phase of the project.

5. Will the County provide the concrete slab?

Answer: Yes.

6. Will the County prepare the area for the concrete slab?

Answer: Yes.

7. Will the concrete slab need foundation engineering? Do you need 8 inches thick with rebar throughout the foundation?

Answer: The County will be responsible for installing the concrete slab.

8. Are you looking for red steel?

Answer: No. As specified in A3 of the Scope of Services and Specifications, the metal exterior, including the roof, shall be engineered to meet wind load for the location. Under no circumstances shall the metal exterior be less than twenty-six (26) gauge.

9. What elevation are you looking for?

Answer: The County will establish elevation and install the concrete slab.

10. Do you have an example of what you are looking for, other than the Attachment "II" provided?

Answer: Yes. Fire Station 20 has a similar vehicle garage on a smaller scale. Fire Station 20 is located at 5518 First Coast Hwy, Fernandina Beach, FL 32034.

11. Are you looking for insulation for this building?

Answer: As specified in A4 of the Scope of Services and Specifications, Insulation shall be required in the roof only and shall be no less than R-7 rated.

12. What is the hurricane rating for this area?

Answer: The County believes the hurricane rating for this area is One hundred and twenty miles per hour (120 mph).

The solicitation due date and opening time remains: **December 14, 2023 at 10:00 a.m. eastern time.**

Attachment(s): Revised Scope of Services and Specifications – Addendum No. 2 and Pre-Bid Sign In Sheet

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

EXHIBIT “A”
REVISED SCOPE OF SERVICES AND SPECIFICATIONS – ADDENDUM NO. 2

The Vendor shall provide Furnish, Deliver, and Install Vehicle Garage at Fire Rescue Headquarters, more specifically, including but not limited to:

A. Scope of Services:

- A1. Vendor shall furnish, deliver, and install a fully erect forty-two-foot (42’) width by seventy-two-foot (72’) length by sixteen-foot (16’) height (“42’W x 72’L x 16’H”) vehicle garage with four (4) bays on a concrete slab at the County’s Fire Rescue Headquarters located at 96160 Nassau Place, Yulee, FL 32097 in the described below.
- A1.1 The vehicle garage shall be a shell building with no power, plumbing, or ventilation included.
- A1.2 42’W x 72’L x 16’H size is preferred.
- A1.3 Comparable substitutions that will achieve the minimum overall three thousand twenty-four (3024) square feet building size and accommodate four (4) bays may be presented to the Facilities Maintenance representative for review.
- A1.4 Comparable substitutions may be accepted upon written authorization from the Facilities Maintenance representative.
- A2. The floor elevation shall be determined by the County and a level building pad shall be in place and prepared by the County prior to commencement of construction.
- A3. The metal exterior, including the roof, shall be engineered to meet wind load for the location. Under no circumstances shall the metal exterior be less than twenty-six (26) gauge.
- A4. Insulation shall be required in the roof only and shall be no less than R-7 rated.
- A5. The roof shall be gabled with a three to twelve ratio (3:12) pitch.
- A6. The four (4) bays shall each include manually operated fourteen feet by fourteen feet (14’x14’) roll up doors and one (1) metal three feet by seven feet (3’0”x 7’0”) door and jamb with no window.
- A6.1 The four (4) roll-up doors shall each be manually operated barrel doors with interchangeable slats.

- A6.1.1 Bidders may provide optional pricing of electric roll-up doors as reflected on the Price Sheet, attached hereto as Exhibit "B".
- A6.1.2 The County may request electric roll-up doors based on quoted pricing.
- A6.2 The County shall provide the Vendor with door preferred locations during the building configuration phase of the project.
- A7. Vendor shall provide the County with color options within ten (10) business days of issuance of Notice to Proceed. The County shall choose colors based on the options provided by Vendor within ten (10) business days of receipt of color options.
- A8. Bidders may provide optional pricing for gutters and downspouts that match the overall color scheme of the building as reflected on the Price Sheet, attached hereto as Exhibit "B".
- A8.1 The County may request gutters and downspouts that match the overall color scheme of the building on quoted pricing.
- A9. Bidders may provide optional pricing for boxed eaves matching the existing building as reflected on the Price Sheet, attached hereto as Exhibit "B".
- A9.1 The County may request boxed eaves on quoted pricing.
- A10. Vendor shall be responsible for any required dirt work, including slope from the building to existing natural grade.
- A11. Vendor shall provide a performance schedule upon execution of resulting contract and coordinate all work with the designated Facilities Maintenance representative.

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. Debris Disposal:

- C1. It is the Vendor's responsibility to remove and properly dispose of all of the debris generated by work done under this agreement, including grading the surrounding ground if disturbed by the performance of work, shall be the sole responsibility of and at the expense of the Vendor in a manner and/or at a disposal site approved by the Facilities Maintenance representative. The site must be clean upon completion.
- C2. Vendor shall be responsible to ensure frequent pick-up and disposal of all refuse, rubbish, scrap materials and debris that result from operations so that the work site remains neat and orderly.
- C3. All debris must be disposed of upon the completion of the assignment or within forty-eight (48) hours of the assignment, whichever comes first. Any remaining debris must be outside of the clear zone of any roadway by the end of the day.
- C4. Stockpiling of Vendor generated debris for later disposal shall not exceed the completion of the assignment or within forty-eight (48) hours of the assignment without written authorization by the County.

D. Lump Sum Cost: Prices shall be deemed to provide full compensation to the Vendor for labor, equipment use, travel time, and any other element of cost or price. The Vendor shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the State of Florida.

- D1. Bid prices shall include all equipment normally utilized for performance of work described herein and include the cost of the crew. Equipment included in this price shall include all equipment and other tools normally used during the performance of work described herein.
- D2. Traffic control as required shall be included in the rates provided by the Vendor.

E. Traffic Control:

- E1. 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.
- E2. Vendor is not permitted to isolate the County's Fire Rescue Headquarters by limiting or blocking access.
- E3. Before the commencement of any scheduled work, the Vendor shall notify the County's Fire Rescue Department at least twenty-four (24) hours before the start of the tree maintenance operation on that street. The Vendor is responsible for posting "temporary no parking" signs at least twenty-four (24) hours before using the parking lane for the performance of work. Efforts shall be made by the Vendor to minimize the duration of driveway blocking and to notify the County's Fire Rescue Department of this need in advance. Further, the Vendor shall provide access to County's Fire Rescue Headquarters each evening.
- E4. No County roadway will be closed at any time without written notification to the Public Works 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>), unless otherwise covered under the On-Call Emergency Services covered in Section F5.
- E5. Vendor shall be responsible for traffic control during operations performed by the Vendor's personnel and/or subcontractors.
- E6. Vendor shall furnish, erect, and maintain all necessary traffic control and safety devices.
- E7. 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.
- E8. 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.
- E9. 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.
- E10. A copy of the employee's certification of FDOT maintenance of traffic training is required to be submitted with the Vendor's proposal.

- E11. All persons flagging traffic shall have in their possession: current, valid certification of FDOT Basic Maintenance of Traffic training as a minimum requirement.
- E12. County may at any time request that the Vendor's flaggers produce proof of current, valid certification of FDOT Maintenance of Traffic training.
- E13. County reserves the right to stop the Vendor's work if flaggers are unable to produce proof of current, valid training upon request.
- E14. Vendor shall endeavor to keep the project site free of rubbish and debris and as safe a condition as possible.
- E15. All costs associated with maintenance of traffic are the responsibility of the Vendor.

F. Equipment:

- F1. Only equipment designed for performance of work described herein will be acceptable for work performed under this agreement. The equipment used must always be in good, safe operating condition. The County may inspect the equipment before awarding the bid, and anytime during the resulting contract. All safety devices shall be properly installed and maintained when the equipment is in use.
- F2. Vendor shall be responsible for the security of all equipment, tools, and materials left at the work site.

G. Limitation of Operations:

- G1. 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.
- G2. 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 and private property and/or utilities.
- G3. Vendor shall immediately provide written notification to the County of damages when they occur.
- G4. 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.

H. Specifications:

- H1. 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 Facilities Maintenance representative.
- H2. All precautions must be taken to ensure no damage to surrounding landscape, structures or amenities will occur.
- H3. Work shall be scheduled with minimal disruption to the surrounding landscape, structures, or amenities, as determined by the County.
- H4. All debris removed from these processes shall be removed in accordance with the *Debris Disposal* section above or as directed by the Facilities Maintenance representative.

I. County's Responsibilities:

- I1. County will provide contact person(s) name, phone number, and email address for the vendor to report all problems noted.
- I2. County will provide the Vendor with an executed work authorization or purchase order of work requested to be performed under this agreement.
- I3. All work shall be done subject to the supervision and direction of the Facilities Maintenance representative who shall have access to all the work.
- I4. Facilities Maintenance 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.
- I5. Facilities Maintenance 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.

J. Vendor's Responsibilities:

- J1. Vendor shall provide a trained staff of competent personnel for the performance of the services described.
- J2. Vendor shall always provide supervision of all work crews while performing work under this contract.
- J3. Vendor shall be responsible and liable for all injuries or damages to persons or property that occur as a result of their fault or negligence in connection with the

work assigned. Vendor's personnel shall immediately report any such injuries, damage, abnormalities to Facilities Maintenance representative as soon as possible.

- J4. 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.
- J5. 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.
- J6. 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 ET, unless prior arrangements are agreed upon by both parties.
- J7. Vendor shall notify the appropriate Facilities Maintenance representative when the work is completed, enabling the County to inspect the work for acceptance within twenty-four (24) hours of completion.
- J8. 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 Facilities Maintenance representative as the situation may reasonably warrant. Vendor shall notify the Facilities Maintenance 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.
- J9. Vendor must abide by any local, state, or federal laws and regulations.
- J10. Vendor shall obtain all necessary permits and pay any associated fees at their own expense.

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



**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

**NC23-027R-ITB FURNISH, DELIVER, AND INSTALL METAL BUILDING
 DATE: OCTOBER 12, 2023 9:00AM**

ATTENDEE (PRINT NAME)	COMPANY	SIGNATURE
Doug Podiak	Nassau County	
Brady Rigdon	Nassau County	<i>BR</i>
Jeff Little	Nassau County	
David Hearn	Nassau County	
Brittany Contardi	Nassau County	<i>Brittany Contardi</i>
<i>Bruce McDaniels</i>	<i>ITA CONTRACTING</i>	<i>Bruce McDaniels</i>
<i>Scott Chandler</i>	<i>Thomas May</i>	<i>Scott Chandler</i>
<i>Ray Glynn</i>	<i>Stratum</i>	<i>Ray Glynn</i>
<i>Scott Tittle</i>	<i>NASSAU COUNTY</i>	<i>Scott Tittle</i>
<i>Jeff Little</i>	<i>NASSAU COUNTY</i>	<i>Jeff Little</i>



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

TO: All Prospective Bidders

FROM: Brittany Contardi, Senior Procurement Specialist

SUBJECT: **Addendum No. 3**
Furnish, Deliver, and Install Vehicle Garage at Fire Rescue Headquarters
Solicitation Number: NC23-027R-ITB

DATE: December 8, 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.

Questions and Answers:

1. Will there be a site plan provided for permitting this structure or are we not responsible for obtaining a permit?

Answer: A site plan will be required to obtain a permit. The awarded Vendor will be responsible for providing the site plan.

2. In Scope of Services paragraph A1 it indicates a 16-foot eave height and in paragraph A1.2 it indicates a 26-foot eave height. Please confirm the correct eave height?

Answer: 42'W x 72'L x 16'H is the correct size.

3. The building is indicated to be 42' x 72' which is 3,024 S.F. Paragraph A1.3 in Scope of Services, indicates a minimum of 6,000 S.F.. Please confirm required building size and/or dimensions?

Answer: 42'W x 72'L x 16'H is the correct size.

4. On the price sheet Exhibit 'B', please clarify the line item for "Optional Boxed Eaves"? This not typical of a Pre-Engineered Metal Building (PEMB). If required, please provide a detail.

Answer: Bidders may provide optional pricing for boxed eaves matching the existing building as reflected on the Price Sheet, attached hereto as Exhibit "B". The County may request boxed eaves on quoted pricing.

The boxed eaves pricing on the Price Sheet should reflect the price difference of a boxed eaves style roof.

5. Form 'A' Addenda Acknowledgement appears to be missing from the ITB. Please provide the Form A?

Answer: Form is no longer required and has been removed in its entirety from this solicitation.

The solicitation due date and opening time remains: **December 14, 2023 at 10:00 a.m. eastern time.**

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

EXHIBIT "B"
VENDOR'S RESPONSE AND PRICE SHEET

NC23-027R-ITB

THOMAS MAY CONSTRUCTION COMPANY

EXHIBIT "B"
PRICE SHEET

Vendor shall provide Furnish, Deliver, and Install Vehicle Garage at Fire Rescue Headquarters in accordance with Exhibit A, Scope of Services at the price(s) below.

VEHICLE GARAGE	
TOTAL LUMP SUM PRICE	\$ 163,520.00

One Hundred Sixty-Three Thousand Five Hundred & Twenty Dollars & Zero Cents

(Total Lump Sum Price in Words)

Manufacturer: REAL STEEL METAL BUILDINGS

Make/Model No.: N/A BUILT ON SITE

Warranty: SHEET METAL = FORTY (40) YEARS TUBING = TWENTY (20) YEARS

OPTIONAL GOODS/SERVICES	
DESCRIPTION	TOTAL COST
Optional Gutters and Downspouts	\$ 1,520.00
Optional Boxed Eaves	\$ -0- INCLUDED
Optional Electric Roll-Up Doors	\$ 7,225.00

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: THOMAS MAY CONSTRUCTION COMPANY

Address: 310 COLLEGE DRIVE

City, State, Zip code: ORANGE PARK, FLORIDA 32065

Phone Number: (904) 272-4808 *Email:* schandler@tmay.net & kward@tmay.net

Authorized Signature:  *Printed Name:* KEITH R. WARD

Title: PRESIDENT & PRINCIPAL *Date:* 12/14/2023

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

**Thomas May Construction Company
310 College Drive
Orange Park, FL 32065**

SURETY:

(Name, legal status and principal place of business)

**Merchants National Bonding, Inc.
PO Box 14498
Des Moines, IA 50306**

Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

OWNER:

(Name, legal status and address)

**Nassau County Board of County Commissioners
96135 Nassau Place, Suite 2
Yulee, Florida 32097**

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

**Furnish, Deliver and Install Vehicle Garage at Fire Rescue Headquarters
96160 Nassau Place
Yulee, Florida 32097**

Solicitation Number: NC23-027R-ITB

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner 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 Owner, 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 Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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 Owner and Contractor to extend the time in which the Owner 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 specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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 **8th** day of **November, 2023**

Brenda S. Rau
(Witness) Brenda S. Rau

Melissa Beckworth
(Witness) Melissa Beckworth, Account Manager

Thomas May Construction Company
(Principal) Keith R. Ward *(Seal)*
By Keith R. Ward
(Title) Keith R. Ward, President

Merchants National Bonding, Inc.
(Surety) James C. Congelic *(Seal)*
By James C. Congelic
(Title) James C. Congelic, Attorney-in-Fact
Surety Phone No **813-498-1183**

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Anderson L Glenn; James C Congelio; James N Congelio

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."


In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.



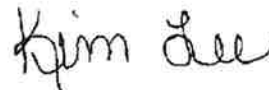
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.




Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 8th day of November, 2023.




Secretary



**310 College Drive
Orange Park, Florida 32065
(904) 272-4808
Fax (904) 272-4957**

**GENERAL CONTRACTOR
CG C027983**

December 14, 2012

Thomas May Construction hereby acknowledge Addendum's #1, #2, & #3



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

TO: All Prospective Bidders

FROM: Brittany Contardi, Senior Procurement Specialist

SUBJECT: Addendum No. 1
 Furnish, Deliver, and Install Vehicle Garage at Fire Rescue Headquarters
 Solicitation Number: NC23-027R-ITB

DATE: November 1, 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.

Revision to the solicitation cover page:

The solicitation cover page included in the original solicitation document is hereby revised and replaced with the following table provided below:

Solicitation Title: Furnish, Deliver, and Install Vehicle Garage at Fire Rescue Headquarters	Issue Date: September 29, 2023
Solicitation Number: NC23-027R-ITB	Project/Contract Duration: One Hundred Eighty (180) Days after Contract Execution and Issuance of the Notice to Proceed
Requesting Department: Facilities Maintenance Department	Procurement Contact: Brittany Contardi
Contact Address: 96135 Nassau Place, Suite 2 Yulee, Florida 32097	Contact Information: procurement@nassaucountyfl.com
Non-Mandatory Pre-Bid Date/Time: October 12, 2023 @ 9:00 AM ET Fire Rescue Headquarters 96160 Nassau Place Yulee, FL 32097	Deadline for Questions: December 1, 2023 @ 4:00 PM ET
Bid Due Date and Opening Date/Time: December 14, 2023 @ 10:00 AM ET	
Location of Bid Opening: Robert M. Foster Justice Center, 76347 Veterans Way, Second Floor, Yulee, Florida 32097	

The solicitation due date and opening time has been rescheduled to: **December 14, 2023 at 10:00 a.m. eastern time.**

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

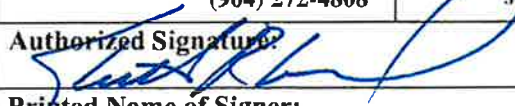


INVITATION TO BID

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

Solicitation Title: Furnish, Deliver, and Install Vehicle Garage at Fire Rescue Headquarters	Issue Date: September 29, 2023	REVISED BY ADDENDUM #1
Solicitation Number: NC23-027R-ITB	Project/Contract Duration: One Hundred Eighty (180) Days after Contract Execution and Issuance of the Notice to Proceed	
Requesting Department: Facilities Maintenance Department	Procurement Contact: Brittany Contardi	
Contact Address: 96135 Nassau Place, Suite 2 Yulee, Florida 32097	Contact Information: procurement@nassaucountyfl.com	
Non-Mandatory Pre-Bid Date/Time: October 12, 2023 @ 9:00 AM ET Fire Rescue Headquarters 96160 Nassau Place Yulee, FL 32097	Deadline for Questions: October 27, 2023 @ 4:00 PM ET	
Bid Due Date and Opening Date/Time: November 8, 2023 @ 10:00 AM ET		
Location of Bid Opening: Robert M. Foster Justice Center, 76347 Veterans Way, Second Floor, Yulee, Florida 32097		

In accordance with the intent and content of this solicitation, we the undersigned do hereby offer to perform as stipulated in this Bid. Failure to do so may result in the forfeiting of bid security, removal from the County's vendor list, or other remedies available to the County under the laws of the State of Florida.

Legal Name of Respondent: THOMAS MAY CONSTRUCTION COMPANY		
Business Address: 310 COLLEGE DRIVE, ORANGE PARK, FLORIDA 32065		
Phone Number: (904) 272-4808	Email: sshandler@tmay.net	FL License Number: CGC1530108
Authorized Signature: 		Date: 12/14/2023
Printed Name of Signer: KEITH R. WARD		Title: PRESIDENT & PRINCIPAL

General Instructions/Declarations

1. Bid results will be available pursuant to Florida Statute 119.071(b).
2. Bids must be submitted on the forms furnished by the County within this solicitation, unless otherwise specified below.
3. This page must be completed and returned as the top sheet of any Bid submitted.
4. It is the intent and purpose of Nassau County that this solicitation promotes competitive bidding. It shall be the Bidder's responsibility to advise the Procurement Department via the County's electronic bidding platform if, in the Bidder's opinion, any language, requirements, etc. inadvertently restricts or limits competition. Such notification must be submitted via the County's electronic bidding platform and must be received by the Procurement Department no later than the Deadline for Questions date and time stated above.

(THIS PAGE MUST BE RETURNED WITH YOUR BID)

THOMAS MAY CONSTRUCTION COMPANY

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 NC23-027R-ITB FURNISH, DELIVER AND INSTALL VEHICLE GARAGE AT FIRE RESCUE HEADQUARTERS

2. This sworn statement is submitted by THOMAS MAY CONSTRUCTION COMPANY
(entity submitting sworn statement), whose business address is
310 COLLEGE DRIVE, ORANGE PARK, FLORIDA 32065

and its Federal Employee Identification Number (FEIN) is 59-2520445. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: N/A.)

3. My name is KEITH R. WARD (please print name of individual signing),
and my relationship to the entity named above is PRESIDENT.

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,

THOMAS MAY CONSTRUCTION COMPANY

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.)

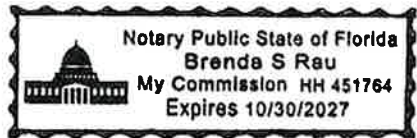
The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)


Signature KEITH R. WARD
12/14/2023
Date

State of: FLORIDA
County of: CLAY

Sworn to (or affirmed) and subscribed before me by means of X physical presence or N/A online notarization, this 14TH day of DECEMBER, 20 23 by KEITH R. WARD who is X personally known to me or produced N/A as identification.


Notary Public BRENDA S. RAU
My commission expires: OCTOBER 30, 2027



THOMAS MAY CONSTRUCTION COMPANY

**FORM C
BIDDER QUESTIONNAIRE**

The following questionnaire shall be answered by the Bidder for use in the evaluation process.

1. Company Name: THOMAS MAY CONSTRUCTION COMPANY
 Address: 310 COLLEGE DRIVE
 City/State/Zip: ORANGE PARK, FLORIDA 32065
 Phone: Email: (904) 272-4808 schandler@tmay.net or jgoff@tmay.net
 Website Address: www.tmay.net

2. **COMPANY STRUCTURE:**
 Sole Proprietor Partnership Corporation Other _____

3. Are you registered with the FL Secretary of State to conduct business? Yes No

4. Are you properly licensed/certified by the Federal or State to perform the specified services?
 Yes No

5. **EXPERIENCE:**
 Years in business: 38 YEARS
 Years in business under this name: 38 YEARS
 Years performing this type of work: 38 YEARS
 Value of work now under contract: \$ 11,327,901.00
 Value of work in place last year: \$ 21,565,038.30
 Percentage (%) of work usually self-performed: GC DIVISION 20-25% ROOFING DIVISION 50%
 Name of sub-vendors you may use: R & S STRUCTURES AND MORE
 Has your company: Failed to complete or defaulted on a contract: Yes No
 Been involved in bankruptcy or reorganization: Yes No
 Pending judgment claims or suits against firm: Yes No

6. **PERSONNEL**
 How many employees does your company employ: 22 - 50 AS NEEDED
 (may use additional sheets if needed).

Position/Category (List all)	Full-time	Part-time
Management	4	
ASSISTANT PROJECT MANAGER	1	1
PROJECT COORDINATOR	1	
SUPERVISION	4	
LEAD / FOREMAN	2	
CONCRETE FINISHER	1	
CARPENTERS & HELPERS	3+	
ROOFERS & HELPERS	3+	
LABORERS	1+	
ADMINISTRATIVE STAFF	3+	

THOMAS MAY CONSTRUCTION COMPANY**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: CITY OF GREEN COVE SPRINGS
 Address: 1001 IDLEWILD AVENUE, GREEN COVE SPRINGS, FL. 32043
 Contract Person: GREG BOWER - DEPUTY DIRECTOR PUBLIC WORKS
 Phone: Email: (904) 297-7500 gbower@greencovesprings.com
 Project Description: GREEN COVE SPRINGS POLICE STATION INSTALLATION OF METAL STORAGE BUILDING
 Contract \$ Amount: \$ 79,750.00
 Date Completed: 06/01/2022

Reference #2:

Company/Agency Name: ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
 Address: 2750 INDUSTRY CENTER RD., ST. AUGUSTINE, FL. 32084
 Contract Person: PATRICK LAW
 Phone: Email: (904) 209-0417 plaw@sjcfl.us
 Project Description: SJC FIRE SERVICES POLE BARN (PEMB) PROJECT GAINES ROAD LOCATION
 Contract \$ Amount: \$ 473,030.00
 Date Completed: 03/28/2023

Reference #3:

Company/Agency Name: KIRK BRENNAN
 Address: 12525 WESTBERRY MANOR DRIVE, JACKSONVILLE, FL. 32223
 Contract Person: KIRK BRENNAN
 Phone: Email: (904) 705-1482 kirk.brennan@comcast.net
 Project Description: 40' X 100' X 14' PRE-ENGINEERED METAL BUILDING WITH ELECTRICAL, PLUMBING, PERSONNEL ENTRANCE
 Contract \$ Amount: \$ 273,064.00
 Date Completed: 05/31/2023

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: THOMAS MAY CONSTRUCTION COMPANY
 Attn: SCOTT CHANDLER
 Mailing Address: 310 COLLEGE DRIVE
ORANGE PARK, FLORIDA 32065

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): KEITH R. WARD
 Title: PRESIDENT & PRINCIPAL
 Email Address: kward@tmay.net
 Phone Number: (904) 272-4808

State of Florida

Department of State

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


The document number of this corporation is H58515.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 10, 2023, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Tenth day of January, 2023*




Secretary of State

Tracking Number: 2080238818CC

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

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

**NASSAU COUNTY BCC PROJECT NO. NC23-027R-ITB
FURNISH, DELIVER AND INSTALL VEHICLE GARAGE
AT FIRE RESCUE HEADQUARTERS**

**Certification Regarding Discriminatory Vendors,
Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion Form,
Certification Regarding Scrutinized Companies**

- (1) The prospective Vendor, THOMAS MAY CONSTRUCTION COMPANY, certifies by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.**
- (2) THOMAS MAY CONSTRUCTION COMPANY, its affiliates, nor anyone associated with them have any potential conflict of interest concerning this project.**
- (3) THOMAS MAY CONSTRUCTION COMPANY, certifies that it has not been placed on the Discriminatory Vendor List for the purpose of providing goods or services to any Public Entity.**
- (4) THOMAS MAY CONSTRUCTION COMPANY, certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.**

THOMAS MAY CONSTRUCTION COMPANY

By: 
Signature

KEITH R. WARD, PRESIDENT
Name and Title

310 COLLEGE DRIVE
Street Address

ORANGE PARK, FLORIDA 32065
City, State, Zip

12/14/2023
Date



**310 College Drive
 Orange Park, FL 32065
 (904) 272-4808
 Fax (904) 272-4957**

**General Contractor
 CGC027983, CGC1530108
 Roofing Contractor
 CCC1333915**

COMPANY ORGANIZATION
PRINCIPALS

President
 Keith R. Ward

Secretary/Treasurer
 Valerie G. Ward

PROJECT MANAGEMENT & ESTIMATING

Project Manager/Estimator
 Roofing Division
 William Tripp Watts

Project Manager/Estimator
 GC Division
 Joshua Goff

Project Manager/Estimator
 GC Division
 Scott Chandler

Project Coordinator
 Roofing Division
 Ryan Crowley

Project Coordinator
 GC Division
 Cody Watts
 Nikole Ward

OFFICE ADMINISTRATION

Comptroller / Accounts Payable
 Alyce Smith

Accounts Receivables/ HR/PR
 Brenda S. Rau

Administrative Assistant
 Emily Weaver

FIELD SUPERVISION

Superintendent
 Kent Hiter

Superintendent
 Eduard Dubois Jr.

Lead Foreman
 Christopher Paul Niflis

Lead Foreman
 Wade Worsham

Roofing Superintendent
 Robert Mitch Stancil

Roofing Superintendent
 Shawn Sullivan

FIELD PERSONNEL

Field Personnel
GC Division
Approx. 7-12 Employees

Field Personnel
Roofing Division
Approx. 3-8 Employees

THOMAS MAY CONSTRUCTION COMPANY

AFFIRMATIVE ACTION PLAN

POLICY STATEMENT

It is the policy of Thomas May Construction Company that disadvantaged businesses shall have the maximum opportunity to participate as subcontractors and suppliers on all contracts awarded by Nassau County.

All applicable federal, state and local laws and regulations, including but not limited to the Executive Order 11246 and its amendments including 11375 and 12086; the Rehabilitation Act of 1973; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Title IX of the Education Amendments of 1972; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1975; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments, shall apply to all contracts entered into between Nassau County and Thomas May Construction Company. Subcontractors and/or suppliers to the Thomas May Construction Company will also be bound by these requirements.

Thomas May Construction Company and its subcontractors shall take all necessary and reasonable steps in accordance with Executive Orders 11246 and 11375, to ensure that disadvantaged businesses have the maximum opportunity to compete and perform work contracted with Nassau County.

Thomas May Construction Company, and its subcontractors shall not discriminate on the basis of race, color, religion, national origin, handicap, or sex in the administration of the contracts with Nassau County. Such action will include, but will not be limited to the following:

employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation. Our company agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

Implementing our Affirmative Action Plan will satisfy compliance with the above requirements.

Thomas May Construction Company has appointed an Equal Employment Opportunity (EEO) Officer to develop, implement, and monitor our Affirmative Action Plan. The EEO Officer will be responsible for disseminating this policy statement throughout our Construction Company and to disadvantaged controlled businesses. The EEO Officer shall report all data to a designated Liaison Officer. The Liaison Officer will submit all records, reports and documents required, and shall maintain such records for a period not less than three years, or as directed by any specific contractual requirement.

The following individuals have been assigned as the Equal Employment Opportunity Officer and Liaison Officer for our company, with the responsibility for implementing the Company's affirmative action program in accordance with all requirements

Equal Employment Opportunity Officer
Keith R. Ward
President
310 College Drive
Orange Park, Florida 32065

Liaison Officer
Brenda Rau
Office Administrator
310 College Drive
Orange Park, Florida 32065

I. DESIGNATION OF EQUAL EMPLOYMENT OPPORTUNITY OFFICER

Thomas May Construction Company will aggressively recruit disadvantaged businesses as subcontractors and suppliers for all contracts with Nassau County. The company has appointed an EEO Officer to develop and maintain this Affirmative Action Plan in accordance with the requirements of Executive Orders 11246 and 11375.

- A. The EEO Officer will have primary responsibility for developing, maintaining, and monitoring the company's utilization of disadvantaged subcontractors.
- B. The EEO Officer shall aggressively solicit bids from disadvantaged business subcontractors for all Nassau County contracts.
- C. The EEO Officer shall abide by all applicable laws and regulations governing hiring practices. He shall comply with all requirements of Section Three of the Housing and Urban Development Act of 1968.
- D. The EEO Officer shall target the project area for the purpose of job training and employment.
- E. The EEO Officer shall solicit business concerns from the area including the entire Nassau County region, for the purposes of awarding contracts.
- F. The EEO Officer shall secure the cooperation and compliance of contractors, subcontractors, and Unions in implementing this affirmative action plan.

II. DESIGNATION OF LIAISON OFFICER

- A. The Liaison Officer will submit all records, reports, and documents required by the department, and shall maintain such records for a period not less than three years, or as directed by any specific contractual requirement of the department.
- B. The Liaison Officer shall implement all approved recommendations given by the EEO Officer.

III. AFFIRMATIVE ACTION METHODS

In order to formulate a realistic Affirmative Action Plan, Thomas May Construction Company has identified the following known barriers for participation by disadvantaged subcontractors, before describing its proposed affirmative action methods.

- A. Lack of qualified disadvantaged subcontractors in our specific geographical areas of work.
- B. Lack of certified disadvantaged subcontractors who seek to perform Nassau County work.
- C. Lack of interest in performing Nassau County work.
- D. Lack of response when requested to bid.
- E. Limited knowledge of the Nassau County plans and specifications to prepare a responsible bid.

In view of the barriers to disadvantaged businesses stated above, it shall be the policy of the Thomas May Construction Company to provide maximum opportunity by utilizing the following affirmative action methods to ensure participation on contracts with Nassau County. Thomas May Construction Company shall:

- A. Provide written notice including, but not limited to our Invitation to Bid form, to a reasonable number of specific DBE subcontractors in all areas of work to be subcontracted by the company.
- B. Advertise requirements in minority focused media including, but not limited to, community organizations, public and private institutions, YMCA, YWCA, Chamber of Commerce, and other associations, concerning subcontract and employment opportunities with the company.
- C. Select portions of the work to be performed by DBE's in order to increase the likelihood of meeting contract goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation).
- D. Provide adequate information about the plans, specifications, and requirements of the contract, not rejecting subcontractors without sound reasons based on a thorough investigation of their capabilities.
- E. Waive requirements of performance bonds where it is practical to do so.
- F. Attend pre-bid meetings to apprise disadvantaged subcontractors of opportunities with the company.
- G. Follow up on initial solicitations of interest to DBE contractors to determine with certainty whether the company is interested in the subcontract opportunity.

- H. Continue on-the-job training with new hires and/or participation in training programs for the area (NEFBA Apprenticeship Program), which include minorities and women.
- I. Encourage current minority and female employees to recruit other minority personnel.

Thomas May Construction Company understands that this list of affirmative action methods are not exhaustive and will include additional approaches after having established familiarity with the disadvantaged subcontracting community and/or determined the stated approaches to be ineffective.

IV. IMPLEMENTATION

On contracts with specific DBE goals, Thomas May Construction Company will make every effort to meet contract goals as stated by utilizing its affirmative action methods. On projects with no specific goals, the company will, as an expression of good faith, seek to utilize DBE subcontractors where work is to be subcontracted.

V. REPORTING

The Thomas May Construction Company shall keep and maintain such records as are necessary to determine the company's compliance with its Affirmative Action Plan.

The company will design and maintain its record keeping system to indicate:

- A. The number of DBE subcontractors and suppliers used by the company, identifying the items of work, materials and services provided.
- B. The efforts and progress being made in obtaining DBE subcontractors through local and community sources.
- C. Documentation of all contracts, to include correspondence, telephone calls, newspaper advertisements, etc., to obtain DBE participation on all Nassau County Projects.

Thomas May Construction Company shall maintain its current Equal Employment Opportunity records including, but not limited to:

- A. Log of Applicants
- B. New Hire Listing
- C. New Hire Veterans Listing
- D. Minority Listing
- E. Workforce Roster
- F. Terminated Employee Listing

EVIDENCE OF EXPERIENCE
THOMAS MAY CONSTRUCTION COMPANY

Wildlight Elementary School Addition of Classroom Buildings Phase II 550 Curiosity Avenue Yulee, FL. 32097 Addition to Existing School TMC Built	Nassau County School Board 1201 Atlantic Avenue Fernandina Beach, FL. 32034 Jeffrey Bunch bunchje@nassau.k12.fl.us	Jeffrey Bunch bunchje@nassau.k12.fl.us (904) 225-5343 R. Dean Scott, Architect (904) 598-0072	\$6,197,000 Competitive Bid Direct Purchase Project	08/03/20 10/31/21
Yulee Middle School Addition 85439 Miner Road Yulee, FL. 32097 Classroom Building Addition to Existing School	Nassau County School Board 1201 Atlantic Avenue Fernandina Beach, FL. 32034 Jeffrey Bunch bunchje@nassau.k12.fl.us	Dean Scott – Architect 904-598-0072 Jeffrey Bunch bunchje@nassau.k12.fl.us	\$9,463,900 Competitive Bid Direct Purchase Project	09/06/2021 02/28/2023
Ocean Hammock Park Restroom Building and Sitework 920 A1A Beach Blvd. St. Augustine Beach, FL. 32080	City of St. Augustine Beach 2200 A1A South St. Augustine Beach, FL. 32080	William Tredik, P.E. btredik@cityofsab.org (904) 471-1119	\$384,623 Competitive Bid	03/01/23 08/12/23
Florida School for the Deaf and the Blind Construction of Two Car Garage 207 San Marco Avenue St. Augustine, FL. 32084	Florida School for the Deaf and the Blind 207 San Marco Avenue St. Augustine, FL. 32084	Addison burnsh@fsdb.k12.fl.us	\$97,400 Competitive Bid	TBD Permit Delay 06/15/2022 04/15/2023
SJC Doug Crane Park Dock & Parking Lot 1039 Shore Drive St. Augustine, FL. 32084	St. Johns County Board of County Commissioners 2750 Industry Center Rd. St. Augustine, FL. 32084	Scott Augustine (904) 484-4101 saugustine@sjcfl.us	\$877,992 Competitive Bid	10/01/22 03/28/23
Ridgeview Elementary Roof and Cafetorium Renovation 421 Jefferson Avenue Orange Park, FL. 32065	Clay County School District 915 Walnut Street Green Cove Springs, FL. 32043 Bryce Ellis (904) 336-6850	Dave Kramer Project Manager (904) 336-6825 Ext 6	\$357,954 Competitive Bid Direct Purchase Project	06/01/23 06/30/23
St. Johns River State College-Orange Park Thrasher Horne Center Interior Refurbishment 283 College Drive Orange Park, FL. 32065	St. Johns River State College 5001 St. Johns Avenue Palatka, FL. 32177 Mike Canaday (386) 312-4090	Tom Reynolds (904) 276-6763	\$718,520 Competitive Bid	06/26/23 08/02/23

EVIDENCE OF EXPERIENCE
THOMAS MAY CONSTRUCTION COMPANY

Amelia River Waterfront Stabilization Project Parking Lots C & D 178 Front Street Fernandina Beach, FL. 32034	City of Fernandina Beach 204 Ash Street Fernandina Beach, FL. 32035	Charles George City Engineer 904-310-3421	\$2,435,584 Competitive Bid	08/12/2021 06/09/2022
Orange Park High School 2300 Kingsley Ave. Orange Park, FL. 32073 Front Entrance/Office Renovation	Clay County School District 915 Walnut Street Green Cove Springs, FL. 32043 Bryce Ellis (904) 336-6850	Jeffery Marks (904) 336-6821 jeffery.marks@myoneclay.net Kasper Architects	\$1,303,279 Competitive Bid	06/01/22 01/10/23
Clay County School District Security Entrance Access Control 900 Walnut Street Green Cove Springs, FL. 32043 Wilkinson Elem, Lake Asbury Jr High, Lake Asbury Elem, GCS Jr High, Clay Hill Elem, Keystone Heights Elementary Renovation to 6 Existing Structures	Clay County School District 915 Walnut Street Green Cove Springs, FL 32043 Bryce Ellis/Michael Kemp 904-336-6850	Jeffery Marks Project Manager Facilities 904-336-6850	\$10,550 \$29,350 \$9,295 \$9,350 \$8,620 \$13,895 Contractor Continuing Services Agreement Master# 18-MCC-THO-09215	Varied per Campus Varied per Campus
Clay County School District Re-Roofing 37 Portable Classrooms and Misc. Buildings County-Wide 900 Walnut Street Green Cove Springs, FL. 32043	Clay County School District 915 Walnut Street Green Cove Springs, FL 32043 Bryce Ellis/Michael Kemp 904-336-6850	Mike Griffis Project Manager Facilities 904-336-6850 Phil Hans 904-336-6835 Dir of Maintenance	\$147,733 Hard Bid #18-MA-315 3 Change Orders For Damaged Wood	02/19/21 09/29/21
Clay County School District Security Entrance Access Control 900 Walnut Street Green Cove Springs, FL. 32043 Fleming Island High, Fleming Island Elem, Thunderbolt Elem, Coppergate Elem, Rideout Elem, Swimming Pen Creek Elem, Paterson Elementary Renovation to 7 Existing Structures	Clay County School District 915 Walnut Street Green Cove Springs, FL 32043 Bryce Ellis/Michael Kemp 904-336-6850	Jeffery Marks Project Manager Facilities 904-336-6850	\$20,580 \$14,930 \$18,500 \$13,740 \$13,525 \$21,050 \$12,610 Contractor Continuing Services Agreement Master# 18-MCC-THO-09215	Varied per Campus Varied per Campus

EVIDENCE OF EXPERIENCE
THOMAS MAY CONSTRUCTION COMPANY

Clay County School District Security Entrance Access Control 900 Walnut Street Green Cove Springs, FL. 32043 Orange Park Jr High, Lakeside Jr High, Clay High, Montclair Elem, CE Bennett Elm Keystone High, Doctors Inlet Elem, Bannerman Learning Center Renovation to Existing Structure	Clay County School District 915 Walnut Street Green Cove Springs, FL 32043 Bryce Ellis/Michael Kemp 904-336-6850	Jeffery Marks Project Manager Facilities 904-336-6850	\$83,550 \$83,245 \$102,936 \$112,850 \$108,650 \$146,000 \$110,650 \$111,250 Contractor Continuing Services Agreement Master# 18-MCC-THO-09215	Varied per Campus Varied per Campus
Mussallem Beachfront Park Crosswalk and Sitework 3365 Coastal Highway St. Augustine, FL. 32084	St. Johns County Purchasing Board of County Commissioners 500 San Sebastian View St. Augustine, FL. 32084	Patrick Law plaw@sjcfl.us	\$148,680 Contractor Continuing Services Agreement TO#23 Master# 18-MCC-THO-09215 Extension - Turtle Migration	04/15/20 03/15/21
Fleming Island AICE Testing Center Additional Building to Existing Campus and Sitework 2233 Village Square Pkwy. Fleming Island, FL. 32003	Clay County School District 915 Walnut Street Green Cove Springs, FL 32043 Bryce Ellis/Jim Connell 904-336-6850	Michael Kemp Facilities 904-336-6850 Brian Boatright Architect (904) 413-8028	\$1,239,392 Competitive Bid Direct Purchase Project	05/10/18 03/16/19
Mussallem Beach Park Parking Lot Construction, Sidewalks,... 3315/3350 Coastal Highway A1A St. Augustine, FL. 32084	St. Johns County Purchasing Board of County Commissioners 500 San Sebastian View St. Augustine, FL. 32084	Patrick Law plaw@sjcfl.us	\$203,113 Task Order #39 Contractor Continuing Services Agreement Master# 18-MCC-THO-09215	05/18/22 09/23/22
St. Johns County Construction of Eight (8) Pole Barns in Various Locations Throughout County	St. Johns County Purchasing Board of County Commissioners 500 San Sebastian View St. Augustine, FL. 32084	Phyllis Thorpe 904-209-0150	\$72,000 Continuing Services Task Order #26	03/16/21 04/07/21
St. Johns County Construction of Sidewalks & ADA Parking at Butler Park East 5860 A1A South, St. Augustine, FL. 32080	St. Johns County Purchasing Board of County Commissioners 500 San Sebastian View St. Augustine, FL. 32084	Phyllis Thorpe 904-209-0150	\$68,950 Continuing Services Task Order #27 No Change Orders	02/22/21 03/22/21

EVIDENCE OF EXPERIENCE
THOMAS MAY CONSTRUCTION COMPANY

St. Johns County Remodel Existing Restrooms/Changing Rooms at Butler Park East 5860 A1A South, St. Augustine, FL. 32080	St. Johns County Purchasing Board of County Commissioners 500 San Sebastian View St. Augustine, FL. 32084	Phyllis Thorpe 904-209-0150	\$79,905 Continuing Services Task Order #28 One Change Order	03/04/21 05/19/21
Tower Hill Insurance Building Roofing 1479 SW 74th Dr. Gainesville, FL 32607 Concept Co Headquarters Roofing 1449 SW 74th Dr. Gainesville, FL. 32607	Theory Construction 3324 University Ave., PMB 151 Gainesville, FL. 32607	Todd Higgins - Project Manager 352-333-3233	\$42,336 \$40,395 Competitive Bid One Change Orders Add Flashing	03/29/21 05/17/21 06/14/21 08/17/21
Yulee Middle School Four (4) Buildings Roofing Under BBG Contracting 85439 Miner Road Yulee, FL. 32097	BBG Contracting Group, Inc. 10562 New Kings Road Jacksonville, FL. 32219	Blake McCrea 904-766-5800 Jeffrey Bunch - Director of Facilities NCSB 904-225-5343	\$177,623 Competitive Bid One Change Order Replace Damaged Wood	06/21/21 08/01/21
St. Johns County Ketterlinus Gym Roofing 67 Orange Street St. Augustine, FL. 32084	St. Johns County Purchasing Board of County Commissioners 500 San Sebastian View St. Augustine, FL. 32084	Patrick Law 904-209-0417 plaw@sjcfl.us	\$157,505 Continuing Services Task Order #32	07/19/21 07/29/22
Orange Park Sheriff Substation Retrofit 212 Blanding Blvd. Orange Park, FL. 32073 Hurricane Wind Retrofit	Clay County Board of County Commissioners 477 Houston Street Green Cove Springs, FL. 32043	Alyssa Hamilton Purchasing 904-278-3766	\$233,120 Competitive Bid Change Order for Damaged Wood Replacement	09/02/21 12/31/21
Orange Park High School Building #12 Shop Ceiling Insulation Repairs / Renovations 2300 Kingsley Avenue Orange Park, FL. 32073	Clay County School District 915 Walnut Street Green Cove Springs, FL 32043 Bryce Ellis/Michael Kemp 904-336-6850	Jeffery Marks Project Manager Facilities 904-336-6850	\$114,750 Continuing Services Contract Task Order #20/21-01 Master #18-MCC-THO-09215	09/16/2021 01/10/2022

EVIDENCE OF EXPERIENCE
THOMAS MAY CONSTRUCTION COMPANY

<p>Yulee Middle School Four (4) Buildings Roofing Under BBG Contracting 85439 Miner Road Yulee, FL. 32097</p>	<p>BBG Contracting Group, Inc. 10562 New Kings Road Jacksonville, FL. 32219</p>	<p>Blake McCrea 904-766-5800 Jeffrey Bunch – Director of Facilities NCSB 904-225-5343</p>	<p style="text-align: center;">\$86,077</p> <p style="text-align: center;">Competitive Bid as Sub One Change Order Replace Damaged Wood</p>	<p style="text-align: center;">09/15/2021</p>
<p>Slate Real Estate Tenant Build-Out 45 Durbin Pavilion Dr., #101 Jacksonville, FL. 32259 Interior Build-out</p>	<p>Cole Slate Durbin Park Pavilion, LLC 1301 Riverplace Blvd. #1900 Jacksonville, FL. 32207</p>	<p>Brian Boatright – Architect 904-413-8028</p>	<p style="text-align: center;">\$278,002</p> <p style="text-align: center;">Negotiated Contract Owner Change Orders – Additions</p>	<p style="text-align: center;">04/08/21</p> <p style="text-align: center;">08/19/21</p>
<p>Fernandina Beach Middle School Kitchen Remodel / Campus Renovation Replace Exterior Windows & Doors Remodel Reception Area with Security Control Access 315 Citrona Drive Fernandina Beach, FL. 32034</p>	<p>Nassau County School Board 1201 Atlantic Avenue Fernandina Beach, FL. 32034 Jeffrey Bunch bunchje@nassau.k12.fl.us</p>	<p>Jeffrey Bunch – Director of Facilities NCSB 904-225-5343 bunchje@nassau.k12.fl.us Bhide & Hall Architects (904) 264-1919</p>	<p style="text-align: center;">\$5,850,950</p> <p style="text-align: center;">Direct Purchase Project</p>	<p style="text-align: center;">11/08/18</p> <p style="text-align: center;">10/06/19</p>
<p>SJC Fire Services Metal Building (Pole Barn) 3657 Gaines Road St. Augustine, FL. 32084</p>	<p>St. Johns County Board of County Commissioners 2750 Industry Center Rd. St. Augustine, FL. 32084</p>	<p>Scott Augustine (904) 484-4101 saugustine@sjcfl.us PQH Architects</p>	<p style="text-align: center;">\$461,950</p>	<p style="text-align: center;">07/05/22</p> <p style="text-align: center;">03/28/23</p>

Equipment List

		Capacity
John Deere Loader Backhoe 310G	24" Bucket	1.25 CY Loader Bucket
John Deere Loader Backhoe 310G	24" Bucket	1.25 CY Loader Bucket
John Deere Loader Backhoe 310G	24" Bucket	1.12 CY Loader Bucket
John Deere Loader Backhoe 310G	24" Bucket	1.25 CY Loader Bucket
Garlock Commander Sprayer		2120 4500psi 5gpm
Mayco Multiquip Concrete Pump		4 CYL. C30 HDZ
Ford Dump Truck		F450
Stone Plate Compactors		20" 5.5 HP Honda
Welding Machine and Trailer		Blue Star 2E
Stow Mixer / Mortar		
Laser Levels with Sensor		Topcon
Elec Digital Theodolite Laser with Tripod		
3" Diaphragm Trash Pump		Wacker
Air Compressors with Trailers		Ingersoll P-185
Steel Storage Container		20'
Breaker Hammers / Demolition Hammers		Varies
Cutquik Concrete Saws		Stihl
Generators with Honda Engines		11 HP, 13 HP
Wacker Rammer / Jumping Jack Compactor		10" Shoe 2.3 HP
Walk Behind Floor Saws		YMM213
Pressure Washers		13 HP Honda Engines
PJ Dump Trailer		2021 DM162 16' Highside
Light Equipment Trailer		20' D & E
PJTM Dump Trailer		2023 DM142 14' Highside
Trailer		Anderson
Cargo Trailer		Covenant
Roofing Trailer		Tript
Roofing Trailer		Big Tex
8' Flatbed with Bulkhead		
Flatbed Equipment Trailer		Caliber 7 x 16

Our equipment is currently located in North Florida on job locations in Clay County, Duval County, Nassau County, St. Johns County & at our main office/warehouse located in Orange Park.

Please print this page for your records.

Print

Registration Summary

General Vendor Information

Vendor Name: THOMAS MAY CONSTRUCTION COMPANY
Short Name (Does Business As):
Ariba Network ID:
Dun and Bradstreet Number: 152630919
Web Site: http://www.tmay.net
Federal Tax ID Number: F592520445
Name that appears on 1099 Form: Thomas May Construction Company Inc
W9 Status: Valid W-9 on File
DFS W9 Last Update Date: Jun 25, 2014
Business Designation: Corporation

Contacts

<u>Name</u>	<u>Title</u>	<u>Phone</u>	<u>Fax</u>	<u>Email</u>
BRENDA RAU	Office Administrator	904-272-4808	904-272-4957	brau@tmay.net
Brenda Rau	Office Administrator	904-272-4808	904-272-4957	brau@tmay.net
Joshua Goff	Project Manager	904-272-4808	904-272-4957	jgoff@tmay.net
Nicole Morrison	Assistant Project Manager	904-272-4808	904-272-4957	nmorrison@tmay.net

Locations

<u>Location Name</u>	<u>Address</u>	<u>Phone</u>	<u>Fax</u>	<u>Email</u>
Thomas May Construction Company				F592520445 002
P.O. Info:	Remit To:	Billing Contact:		
Orders:EMAIL	Fax:904-272-4957	Email:		
Email:brau@tmay.net	Contact:Brenda Rau	Fax:904-272-4957		
Fax:904-272-4957		Contact:Brenda Rau		
Contact:Brenda Rau				
310 College Drive	310 College Drive	310 College Drive		
Orange Park, FL 32065	Orange Park, FL 32065	Orange Park, FL 32065		
Clay	Clay	Clay		
US	US	US		

Digitally signed by Brenda Rau, DN: cn=Brenda Rau, o=Thomas May Construction Company

Minority Business Designation: Non-Minority

Woman Owned Designation: Non-Woman-Owned

FVBE Owned Designation: Non-FVBE

Registration Solicitation

Registered for Solicitations: Yes

Registered for VBS: Yes

Solicitation/Sales Contact Email: brau@tmay.net

Registration Terms and Conditions

Accepted: 03/21/2012 by Aaron Heric

Registration Solicitation

30151800 Siding and exterior wall materials
56111900 Industrial furniture
72121000 New industrial building and warehouse construction services
72121100 Commercial and office building construction services
72121200 Agricultural building construction services
72121300 Automotive garage and service station construction services
72121400 Specialized public building construction services
72121500 Industrial plant construction services
81101513 Building construction management
95131600 Portable commercial and industrial buildings and structures
95141700 Prefabricated commercial and industrial buildings and structures

Close Window

MyFloridaMarketPlace

MyFloridaMarketPlace Vendor Registration Customer Service: 866-FLA-EPRO (866-352-3776)

THOMAS MAY CONSTRUCTION COMPANY

FORM D
DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that THOMAS MAY CONSTRUCTION COMPANY (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.

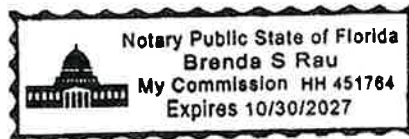
"As a person authorized to sign a statement, I certify that the above-named business, firm, or corporation complies fully with the requirements set forth herein."

Authorized Signature KEITH R. WARD
12/14/2023
Date Signed

State of: FLORIDA
County of: CLAY

Sworn to (or affirmed) and subscribed before me by means of X physical presence or N/A online notarization, this 14TH day of DECEMBER, 20 23 by KEITH R. WARD who is X personally known to me or produced N/A as identification.

Brenda S. Rau
Notary Public BRENDAS. RAU
My commission expires: OCTOBER 30, 2027



THOMAS MAY CONSTRUCTION COMPANY

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

Project Name: FURNISH, DELIVER AND INSTALL VEHICLE GARAGE AT FIRE RESCUE HEADQUARTERS
Bid No./Contract No.: NC23-027R-ITB

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.

THOMAS MAY CONSTRUCTION COMPANY**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.

THOMAS MAY CONSTRUCTION COMPANY

FORM E - 1
CONTRACTOR E-VERIFY AFFIDAVIT

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

[Signature]
Print Name: KEITH R. WARD
Date: 12/14/2023

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me by means of [x] physical presence or [] online notarization, this 12/14/2023 (Date) by KEITH R. WARD, PRESIDENT (Name of Officer or Agent, Title of Officer or Agent) of THOMAS MAY CONSTRUCTION CO. (Name of Contractor Company Acknowledging), a FLORIDA (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is [x] personally known to me or [] has produced N/A as identification.

[Signature: Brenda S. Rau]
Notary Public
BRENDA S. RAU
Printed Name



My Commission Expires: OCTOBER 30, 2027



Welcome
BRENDA RAU

Company
THOMAS MAY CONSTRUCTION COMPANY

User ID
BRAU8504

MENU

Company Information

Company Name
THOMAS MAY
CONSTRUCTION
COMPANY

Company ID Number
450090
DUNS Number
152630919

Doing Business As (DBA) Name
--

Physical Location

Address 1
310 COLLEGE DRIVE

Address 2
--

City
ORANGE PARK

State
FL

Zip Code
32065

County
CLAY

Mailing Address

Address 1
--

Address 2
--

City
--

State
--

Zip Code
--

Additional Information

Employer Identification Number
592520445

Total Number of Employees
20 to 99

Parent Organization
--

Administrator
--

Organization Designation

Employer Category
Federal Contractor without
FAR E-Verify Clause

[View / Edit](#)

NAICS Code
236 - CONSTRUCTION OF
BUILDINGS (236)

Total Hiring Sites
1

Total Points of Contact
1

[View / Edit](#)

[View / Edit](#)

[View / Edit](#)

[View Original MOU Template](#)



AC# 4466819

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L09070800929

DATE	BATCH NUMBER	LICENSE NBR
07/08/2009	098002623	QB0017980

The BUSINESS ORGANIZATION
Named below IS QUALIFIED
Under the provisions of Chapter 489 FS.
Expiration date:
(THIS IS NOT A LICENSE TO PERFORM WORK. THIS ALLOWS THE
COMPANY TO DO BUSINESS ONLY IF IT HAS A QUALIFIER.)
THOMAS MAY CONSTRUCTION COMPANY
310 COLLEGE DRIVE
ORANGE PARK FL 32065

CHARLIE CRIST
GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLES W. DRAGO
SECRETARY



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

WARD, NIKOLE SHARI

THOMAS MAY CONSTRUCTION COMPANY
310 COLLEGE DRIVE
ORANGE PARK FL 32065

LICENSE NUMBER: CGC1530108

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MAY, THOMAS A
THOMAS MAY CONSTRUCTION CO
310 COLLEGE DR
ORANGE PARK FL 32065-7653

LICENSE NUMBER: CGC027983

EXPIRATION DATE: AUGUST 31, 2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

WARD, NIKOLE SHARI

THOMAS MAY CONSTRUCTION COMPANY
310 COLLEGE RD
ORANGE PARK FL 32065

LICENSE NUMBER: CCC1333915

EXPIRATION DATE: AUGUST 31, 2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

THE UNDERGROUND UTILITY & EXCAVATION CO. HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MAY, THOMAS A
THOMAS MAY CONSTRUCTION COMPANY
310 COLLEGE DRIVE
ORANGE PARK FL 32065

LICENSE NUMBER: CUC057064

EXPIRATION DATE: AUGUST 31, 2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

WARD, NIKOLE SHARI
THOMAS MAY CONSTRUCTION COMPANY
310 COLLEGE DR
ORANGE PARK FL 32065

LICENSE NUMBER: CUC1225944

EXPIRATION DATE: AUGUST 31, 2024

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POLICY NUMBER: USPCL8008422

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: USPCL8008422

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

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

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

However:

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: USPCL8008422

COMMERCIAL GENERAL LIABILITY
CG 20 28 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Any person or organization you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.

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

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

However:

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

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

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

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

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

whichever is less.

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

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

POLICY NUMBER: USPCL8008422

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

SCHEDULE

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

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

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

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

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

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

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
 5. All payments under this endorsement are subject to a Maximum Aggregate Limit of:

\$5,000,000

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

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

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

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

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

5. Our Right to Recover Payments

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

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

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

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

All other policy terms and conditions apply.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

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

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

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

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
6/19/2023

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

AGENCY Insuramerica of Florida, Inc. 4348 Southpoint Blvd Ste 200 Jacksonville, FL 32216		PHONE (A/C, No, Ext): (904) 332-8585	COMPANY American Zurich Insurance Company 1299 Zurich Way Schaumburg, IL 60196-1056	
FAX (A/C, No): (904) 296-1888		E-MAIL ADDRESS: info@insuramerica-fl.com		
CODE: AGENCY CUSTOMER ID #: THOMMAY-01		SUB CODE: A277199		
INSURED Thomas May Construction Company 310 College Drive Orange Park, FL 32065		LOAN NUMBER		POLICY NUMBER EC78619296.
		EFFECTIVE DATE 6/1/2023	EXPIRATION DATE 6/1/2024	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Reporting Form - See Special Condition Section Below

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 EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	PERILS INSURED				AMOUNT OF INSURANCE	DEDUCTIBLE
	BASIC	BROAD	SPECIAL			
Builders Risk - Any One structure - Joisted Masonry or Better					\$10,000,000	
Builders Risk - Any One Structure - Frame					\$10,000,000	
All Covered Property					\$10,000,000	
Deductible - All Other Perils						5,000
Named Storm Deductible - Frame, Joisted Masonry & Non-Combustible - Percentage Deductible						5
Named Storm Deductible - Masonry Non-Combustible - Percentage Deductible						3
Named Storm - Frame, Joisted Masonry & Non-Combustible - Minimum Deductible						25,000
Named Storm - Non-Combustible & Masonry Non-Combustible - Minimum Deductible						10,000

REMARKS (Including Special Conditions)

Special Conditions:
3% Windstorm Deductible.

Description of Projects: New construction and non-structural renovations of various commercial buildings – no coverage for the existing structures
Excludes coverage for the existing structures & excludes the following types of projects: Piers, Wharfs, Docks, Tunnels, Dams, Oil & Gas, Power Generation.

Description of Project Sites: Various in state of Florida Project must be located within 1,000 feet of an operable fire hydrant and within five road miles of a responding fire department. operable fire hydrants and within five road miles of a SEE ATTACHED ACORD 101

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS For Informational Purposes Only	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	LOSS PAYEE
	MORTGAGEE		
	LOAN #		
	AUTHORIZED REPRESENTATIVE 		