

**CONTRACT FOR DRIVEWAY REPAIR AND DRAINAGE MAINTENANCE
SERVICES ALONG OLD DIXIE HIGHWAY**

THIS CONTRACT is entered into by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and **J. Howard Construction, Inc.**, located at 86164 Hampton Bays Drive, Fernandina Beach, Florida 32034, hereinafter referred to as the "Vendor" on the day and year last written below (hereinafter "Effective Date").

WHEREAS, the County received bids for driveway repair and drainage maintenance services along Old Dixie Highway located in Callahan, Florida, on or about December 28, 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 NC23-13R-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 are 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.

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 NC23-013R-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 Two Hundred Thirty-Five Thousand Dollars and 00/00 (\$235,000.00) for the goods and/or services referenced in Exhibit(s) "A" and "B". No payment shall be made for goods and/or services without a proper County work authorization or purchase order. The Vendor shall submit a copy of all invoices to the Public Works Director or designee, invoices@nassaucountyfl.com and jkirkland@nassaucountyfl.com for payment. The invoice submitted shall include the contract number referenced and shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid specifications and conditions of this Contract. Payment shall not be made until goods and/or services have been received, inspected and accepted

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

SECTION 5. Acceptance of Goods and/or Services.

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

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

6.1 The term of this Contract shall begin upon the date of execution by both parties to this Contract and shall *terminate in one hundred eighty (180) days from 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 "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 full perform this Contract subject to the provisions stated herein. Failure to comply with any of the 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: Doug Podiak, Public Works Director
45195 Musslewhite Road
Callahan, Florida 32011

Vendor: J. Howard Construction, Inc.

86164

Attn: Justin Howard

-----86146 Hampton Bays Drive
Fernandina Beach, Florida 32034

JH

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.

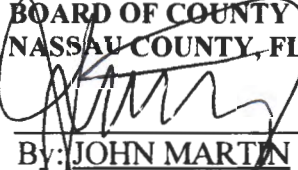
39.1 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's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

Contract No.: CM3629_____

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**

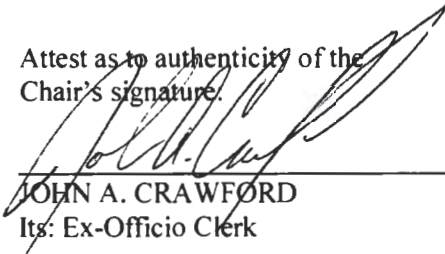


By: JOHN MARTIN

Its: Chairman

Date: March 25, 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
DENISE C. MAY

J. HOWARD CONSTRUCTION, INC.

Justin Howard
By: JUSTIN HOWARD
Its: President
Date: 2/28/2024

EXHIBIT "A" County's Invitation to Bid

NC23-013R-ITB



INVITATION TO BID

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

Solicitation Title: Driveway Repair and Drainage Maintenance services along Old Dixie Highway	Issue Date: November 17, 2023
Solicitation Number: NC23-013R-ITB	Project/Contract Duration: One Hundred Eighty (180) days after issuance of the Notice to Proceed
Requesting Department: Road Department	Procurement Contact: Brittany Contardi, Senior Procurement Specialist
Contact Address: 96135 Nassau Place, Suite 2 Yulee, Florida 32097	Contact Information: procurement@nassaucountyfl.com
Pre-Bid Date/Time: November 29, 2023 @ 10:00 AM ET OMB Conference Room 96135 Nassau Place Yulee, Florida 32097	Deadline for Questions: December 15, 2023 @ 4:00 PM ET
Bid Due Date and Opening Date/Time: December 28, 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

1. Bid results will be available pursuant to Section 119.071(1)(b), Florida Statutes.
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)

TABLE OF CONTENTS

SECTION A	INTRODUCTION AND GENERAL INFORMATION
SECTION B	INSTRUCTIONS TO BIDDERS
SECTION C	GENERAL PROVISIONS
SECTION D	SPECIAL PROVISIONS
SECTION E	AWARD OR REJECTION OF BIDS
SECTION F	SCOPE OF SERVICES AND SPECIFICATIONS
EXHIBIT "A"	SCOPE OF SERVICES AND SPECIFICATIONS
EXHIBIT "B"	PRICE SHEET
EXHIBIT "C"	INSURANCE REQUIREMENTS
ATTACHMENT "I"	DRAFT CONTRACT
ATTACHMENT "II"	TYPICAL PAVED DRIVEWAY INSTALLATION DRAWING
ATTACHMENT "III"	TECHNICAL SPECIFICATIONS PROFILE SKETCH
FORM A	ADDENDA ACKNOWLEDGEMENT
FORM B	PUBLIC ENTITY CRIMES
FORM C	BIDDER QUESTIONNAIRE
FORM D	DRUG FREE WORKPLACE CERTIFICATION
FORM E	E-VERIFY AFFIDAVIT

SECTION A. INTRODUCTION AND GENERAL INFORMATION

A1. Summary:

The Nassau County Board of County Commissioners (BOCC) is seeking bids from qualified vendors for the repair and replacement of driveways and drainage services for roadside ditches along the old Dixie Highway in Callahan, Florida. 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 general contractor or underground utility 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 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 Section 119.071, Florida Statutes, (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 Section 286.0113, Florida Statutes, (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 Section 119.071, Florida Statutes, until such time as the board provides notice of an intended decision or thirty (30) days after opening the bids, proposals, or final replies.

Please refer to Sections 119.071, 255.0518 and 286.0113, Florida Statutes, 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 Section 448.095, Florida Statutes, 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 Section 448.095, Florida Statutes.

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, but the Prime Contractor otherwise complied with §448.095, Florida Statutes, the County 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 on which the contract was terminated.
 - (e) If the County terminates the contract with the Contractor under the provisions of Chapter 448, Florida Statutes, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination of the contract.
- B15. BIDDERS ARE REQUIRED TO REFRAIN FROM CONTACTING ANY COUNTY DEPARTMENTS, DIVISIONS, OR EXTERNAL AGENTS OR CONSULTANTS ABOUT THIS SOLICITATION DURING THE SOLICITATION PROCESS.**

Prohibited Communications: Respondents to this solicitation or persons acting on their behalf, including but not limited to employees, partners, officers, directors, consultants, or lobbyists, shall not contact, between the release of the solicitation and the end of the

seventy-two (72) hour period following the County posting the notice of intended award, excluding Saturdays, Sundays, and County holidays, any employee or official of the County concerning any aspect of this solicitation, except in writing to the Procurement Department. Violation of this provision shall be grounds for rejecting a response.

Verbal Discussions: No negotiations, decisions, or actions shall be initiated or executed by the Bidder as a result of any discussions with any County employee. Only those communications that are in writing, from an authorized County representative, shall be considered as duly authorized expressions on behalf of the County.

ANY QUESTIONS FROM BIDDERS 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 MEETING

A non-mandatory pre-bid meeting 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 (Section 218.70, Florida Statutes). 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/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 Vendor 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 County to provide or perform the goods 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 must 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. If a vendor does not comply with a public records request, the County shall enforce the contract provisions in accordance with the contract.
- (e) 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 County or allow the records to be inspected or copied within a reasonable time.
- (f) 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.
- (g) 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.
- (h) 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:
 - (i) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and
 - (j) 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.

- (k) A notice complies with these requirements 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.
 - (l) 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.
 - (m) 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."
 - (n) 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.
 - (o) 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.
- 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 Section 287.017, Florida Statutes, 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 Section 287.133(3)(a), Florida Statutes, 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 Services and Specifications 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 Section 255.05(1)(b), Florida Statutes, 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.

The County reserves the right to issue multiple awards.

- 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 Goods and 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 Driveway Repair and Drainage Maintenance services along Old Dixie Highway, more specifically, including but not limited to:

A. Remove and replace four (4) driveways on Old Dixie Highway, located in Callahan, Florida. Place appropriately sized ERCP to the provided elevations, in accordance with attached sketches.

A1. These services shall include roadside ditch grading and filing.

A2. All driveways must have, poured in place, concrete Mitered-End Sections.

A3. Driveway locations are as follows:

No.1	Location	Elevation	Driveway Replacements	Notes
1	452403 Old Dixie Highway Callahan, FL 32011	South Invert 61.40 North Invert 61.45	48 LF (Including MES's) 12" X 19" ERCP	
2	452429 Old Dixie Highway Callahan, FL 32011	South Invert 62.45 North Invert 62.50	48 LF (Including MES's) 12" X 19" ERCP	
3	452475 Old Dixie Highway Callahan, FL 32011	South Invert 61.88 North Invert 61.85	48 LF (Including MES's) 14" X 23" ERCP	<ul style="list-style-type: none"> • Southern Most Driveway
4	452475 Old Dixie Highway Callahan, FL 32011	South Invert 61.40 North Invert 61.35	48 LF (Including MES's) 14" X 23" ERCP	<ul style="list-style-type: none"> • Northern Most Driveway • Driveway to be shifted 20' south

A4. The Temporary Benchmark (TBM) is located on the east side of Old Dixie Highway near the address of 452387 Old Dixie Highway Callahan, FL 32011 in the power pole.

B. Regrade and re-align ditches to achieve positive flow. Refer to the Typical Paved Driveway Installation Drawing, attached hereto as Attachment “II”, and Technical Specifications Profile Sketch, attached hereto as Attachment “III”.

B1. Ditches must be prepped for hydro-seeding. There will be a need for Imported fill.

B2. The culvert elevations will be raised between six inches (6”), up to one foot (1’) and the flowline of the ditches must match and provide positive flow for storm water run-off.

B3. The imported fill must be clean and free of debris.

C. The finished driveway must be paved with Hot Mix Asphalt in accordance with Nassau County Roadway and Drainage Standards, which are available on the County’s website (<https://www.nassaucountyfl.com/203/County-Ordinances>).

D. Vendor will be responsible for the maintenance of traffic (“MOT”) at all times, during the performance of the resulting contract. MOT will be performed in accordance with applicable Governmental Law and the most current edition of each of the following, as the same may be constituted and amended from time to time, all of which are incorporated herein and made part of the resulting agreement by reference: (1) Section 102 of the Florida Department of Transportation’s (FDOT) Standard Specifications for Road and Bridge Construction.

E. Business Hours and Holidays:

E1. 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.

E2. 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>).

E2.1 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

F. Debris Disposal:

F1. It is the Vendor's responsibility to remove and properly dispose of all of the debris generated by work done under this agreement 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 Road Department representative. The site must be clean upon completion.

F2. Vendor shall not leave debris on the work site. All debris must be disposed of upon the completion of the assignment or within twenty-four (24) 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.

- F3. 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 work site remains neat and orderly.
- F4. All debris must be disposed of upon the completion of the assignment or within twenty-four (24) 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.
- G. Pricing:** The pricing provided in the Price Sheet, attached hereto as Exhibit “B”, shall be deemed to provide full compensation to the Vendor for labor, equipment use, travel time, and any other element of cost or price. Equipment included in this price shall include all equipment and other tools normally used during the performance of work described herein.
- G1. Traffic control as required shall be included in the pricing provided in the Price Sheet, attached hereto as Exhibit “B”.
- G2. The County may require modifications and changes to this contract. The Vendor shall provide County with written cost proposals for such additional services on an as needed basis.
- G3. Payment will not be authorized for work performed by the Vendor without proof of a written request by the County.
- G4. Payment will not be authorized for work performed by the Vendor without proof of a written request by the County.
- H. Equipment:**
- H1. Only equipment designed for performance of work described herein will be acceptable for work performed under this agreement. The equipment used must be in good, safe operating condition at all times. The County may inspect the equipment prior to awarding the bid, and anytime during the course of the resulting contract. All safety devices shall be properly installed and maintained at all times the equipment is in use.
- H2. Vendor shall be responsible for the security of all equipment, tools, and materials left at the work site.
- H3. Vendor shall be responsible for safe conduct and proper use of equipment during the performance for work and on the work site at all times.

- H4. Vendor shall have sufficient equipment to meet the needs of the resulting contract and all applicable safety equipment including guards/shields that shall be installed, secured, and in good working order at all times.

I. Traffic Control:

- I1. 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.
- I2. Vendor is not permitted to isolate residences or places of business.
- I3. Before the commencement of performance of work described herein, the Vendor shall notify residents of property adjoining the location of the work 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 performance of work described herein. Efforts shall be made by the Vendor to minimize the duration of driveway blocking and to notify the residents of this need in advance. Further, the Vendor shall provide access to each residential or commercial establishment each evening.
- I4. No County roadway will be closed at any time without written notification to the Road Department 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>).
- I5. Vendor shall be responsible for traffic control during operations performed by the Vendor's personnel and/or subcontractors.
- I6. Vendor shall furnish, erect, and maintain all necessary traffic control and safety devices.
- I7. 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.
- I8. 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.
- I9. 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.

- I10. A copy of the employee's certification of FDOT maintenance of traffic training is required to be submitted with the Vendor's proposal.
- I11. All persons flagging traffic shall have in their possession: current, valid certification of FDOT Basic Maintenance of Traffic training as a minimum requirement.
- I12. County may at any time request that the Vendor's flaggers produce proof of current, valid certification of FDOT Maintenance of Traffic training.
- I13. County reserves the right to stop the Vendor's work if flaggers are unable to produce proof of current, valid training upon request.
- I14. Vendor shall endeavor to keep the project site free of rubbish and debris and as safe a condition as possible.
- I15. All costs associated with maintenance of traffic are the responsibility of the Vendor.

J. Limitation of Operations:

- J1. No equipment shall be left on the road right-of-way overnight or the median, regardless of right-of-way or median width.
- J2. 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-way or medians.
- J3. 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.
- J4. Vendor shall immediately provide written notification to the County of damages when they occur.
- J5. Any damages occurring to such area/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.
- J6. Vendor shall not enter onto private property while conducting work for the County without the written consent of the private property owner.

K. Specifications:

- K1. Prior to commencing work, Vendor shall document all pre-existing damages in the area of work to be performed and submit documentation to the Road Department representative.

- K2. All precautions must be taken to ensure no damage to surrounding landscape, structures or amenities will occur.
- K3. Work shall be scheduled with minimal disruption to the surrounding landscape, structures or amenities, as determined by the County.
- K4. All debris removed from these processes shall be removed in accordance with the *Debris Disposal* section above or as directed by the Road Department representative.

L. County's Responsibilities:

- L1. County will provide contact person(s) name, phone number, and email address for the vendor to report all problems noted.
- L2. County will provide the Vendor with an executed work authorization or purchase order of work requested to be performed under this agreement.
- L3. All work shall be done subject to the supervision and direction of the Road Department representative who shall have access to all of the work.
- L4. Road Department 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.
- L5. Road Department 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.

M. Vendor's Responsibilities:

- M1. Vendor shall provide a trained staff of competent personnel for the performance of the services described.
- M2. Vendor shall always provide supervision of all work crews while performing work under this contract.
- M3. 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 Road Department representative as soon as possible.
- M4. Vendor is responsible for all underground utilities located before the commencement of work.

- M5. 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.
- M6. 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.
- M7. 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.
- M8. Vendor shall notify the appropriate Road Department representative when the work is completed enabling the County to inspect the work for acceptance within twenty-four (24) hours of completion.
- M9. Vendor shall thoroughly document work assignments upon arrival and upon assignment completion through photographs. Subsequent documentation shall be provided to the Road Department representative within twenty-four (24) hours of assignment completion.
- M10. 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 Road Department representative as the situation may reasonably warrant. Vendor shall notify the Road Department 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.
- M11. Vendor must abide by any local, state, or federal laws and regulations.
- M12. Vendor shall obtain all necessary permits and pay any associated fees at their own expense.
- M13. Vendor shall perform services in a competent and professional manner. In addition, roadside work shall be performed according to Florida Department of Transportation Roadway and Traffic Design Standards and may require signage and other measures to be taken to safely work alongside or in a roadway.

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

**EXHIBIT "B"
PRICE SHEET**

Vendor shall provide Driveway Repair and Drainage Maintenance services along Old Dixie Highway in accordance with Exhibit "A", Scope of Services at the price(s) below.

OLD DIXIE HIGHWAY DRIVEWAY AND DRAINAGE	
TOTAL LUMP SUM PRICE	\$

(Total Lump Sum Price in Words)

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

Company: _____

Address: _____

City, State, Zip code: _____

Phone Number: _____ Email: _____

Authorized Signature: _____ Printed Name: _____

Title: _____ Date: _____

EXHIBIT "C"
INSURANCE REQUIREMENTS

NC23-013R-ITB

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
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 Contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

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

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

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

AUTOMOBILE LIABILITY INSURANCE

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

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

Combined Single Limit – Each Accident	\$1,000,000
---------------------------------------	-------------

Covered Automobiles shall include any auto owned or operated by the insured 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.

UMBRELLA (EXCESS) LIABILITY INSURANCE

The Vendor/Contractors shall purchase and maintain at the Subcontractor's expense Excess Liability (Umbrella Form) insurance coverage for the life of this Subcontract.

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

Each Occurrence Limit	\$2,000,000
Aggregate Limit	\$2,000,000

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

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 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/Vendor/Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Vendor/Vendor/Contractor should maintain. Vendor/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/Vendor/Contractor or any Sub-Vendor/Vendor/Contractor contains deductible(s), penalty(ies) or self-insured retention(s), the Vendor/Vendor/Contractor or Sub-Vendor/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/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 [TYPE OF SERVICES] SERVICES

THIS CONTRACT is entered into by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida**, hereinafter referred to as the “County”, and **[Vendor’s Name]**, located at **[Vendor’s Address]**, hereinafter referred to as the “Vendor”.

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

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

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

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

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

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

SECTION 1. Recitals.

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

SECTION 2. Contract Exhibits.

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

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

Exhibit B VENDOR'S RESPONSE AND PRICE SHEET

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

3.1 The Vendor shall provide the goods and/or services further described in the *County's ITB*, a copy of which is attached hereto and incorporated herein as Exhibit "A". This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work. The Vendor shall commence the work in accordance with the issuance of a written *Notice to Proceed* for goods and/or services issued by the County. The Vendor shall provide the goods and/or services as contained in the *County's ITB* in a timely and professional manner in accordance with specifications referenced herein.

SECTION 4. Payment and Invoicing.

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

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

SECTION 5. Acceptance of Goods and/or Services.

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

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

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

6.2 In the event that the Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month

extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

SECTION 7. Firm Prices.

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

SECTION 8. Funding.

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

SECTION 9. Expenses.

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

SECTION 10. Taxes, Liens, Licenses and Permits.

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

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

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

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

11.1 This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

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

SECTION 12. Change Orders.

12. 1 The County reserves the right to order, in writing, changes in the work within the scope of the Contract, such as change in quantity or delivery schedule. The Vendor has the right to request an equitable price adjustment in cases where changes to the Contract under the authority of this clause result in increased costs to the Vendor.

SECTION 13. Modifications.

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

SECTION 14. Assignment and Subcontracting.

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

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

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

SECTION 15. Severability.

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

SECTION 16. Termination for Default.

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

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

SECTION 17. Termination for Convenience.

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

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

SECTION 18. Force Majeure.

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

18.2 In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay that the Vendor believes is excusable under this section, the Vendor shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Vendor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Vendor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE VENDOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Vendor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Vendor shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not

limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Vendor shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Vendor, provided that the Vendor grants preferential treatment to the County with respect to goods and/or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Vendor for the related costs and expenses) to replace all or part of the goods and/or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

SECTION 19. Access and Audits of Records.

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

SECTION 20. Public Emergencies.

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

SECTION 21. Probationary Period.

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

SECTION 22. Independent Vendor Status.

22.1 The Vendor shall provide the goods and/or services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Vendor or any of its agents or employees to be an agent, employee or representative of the County.

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

SECTION 23. Indemnification.

23.1 The Vendor shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney’s fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Vendor or any persons employed or utilized by the Vendor, in the performance of this Contract. The Vendor shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Vendor’s performance under this Contract.

SECTION 24. Insurance.

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

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

SECTION 25. Dispute Resolution Process.

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

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

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

25.4 If no satisfactory resolution as to the interpretation of the Contract terms is reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Vendor. The Vendor shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

SECTION 26. E-Verify.

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

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

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

SECTION 27. Public Records.

27.1 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent that the Vendor is providing the goods and/or services to the County, and pursuant to Section 119.0701, Florida Statutes, the Vendor shall:

- a. Keep and maintain public records required by the County to provide goods and/or services.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public

records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Vendor does not transfer the records to the County.

d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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

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

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

27.5 If a civil action is filed against the Vendor to compel production of public records relating to the Contract, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:

(a) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the County and to the Vendor.

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

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

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

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

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

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

28.1 During the term of this Contract, or any extension thereto, the Vendor shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Vendor. If the existence of the proceeding causes the County concerns that the Vendor's ability or willingness to perform this contract is jeopardized, the Vendor may be required to provide the County with reasonable written assurance to demonstrate the Vendor can perform the terms and conditions of the Contract.

SECTION 29. Public Entity Crimes.

29.1 In accordance with Section 287.133, Florida Statutes, the Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Contract.

SECTION 30. Anti-Discrimination.

30.1 The Vendor agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations,

race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

SECTION 31. Advertising.

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

SECTION 32. Notices.

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

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

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

SECTION 33. Attorney’s Fees.

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

SECTION 34. Authority to Bind.

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

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

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

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

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

35.4 The Vendor warrants that all goods and/or services provided by the Vendor under this Contract shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of facts made by the Vendor or on the container or label.

SECTION 36. Construction of Contract.

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

SECTION 37. Headings.

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

SECTION 38. Entire Agreement and Execution.

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

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

SECTION 39. Change of Laws.

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

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

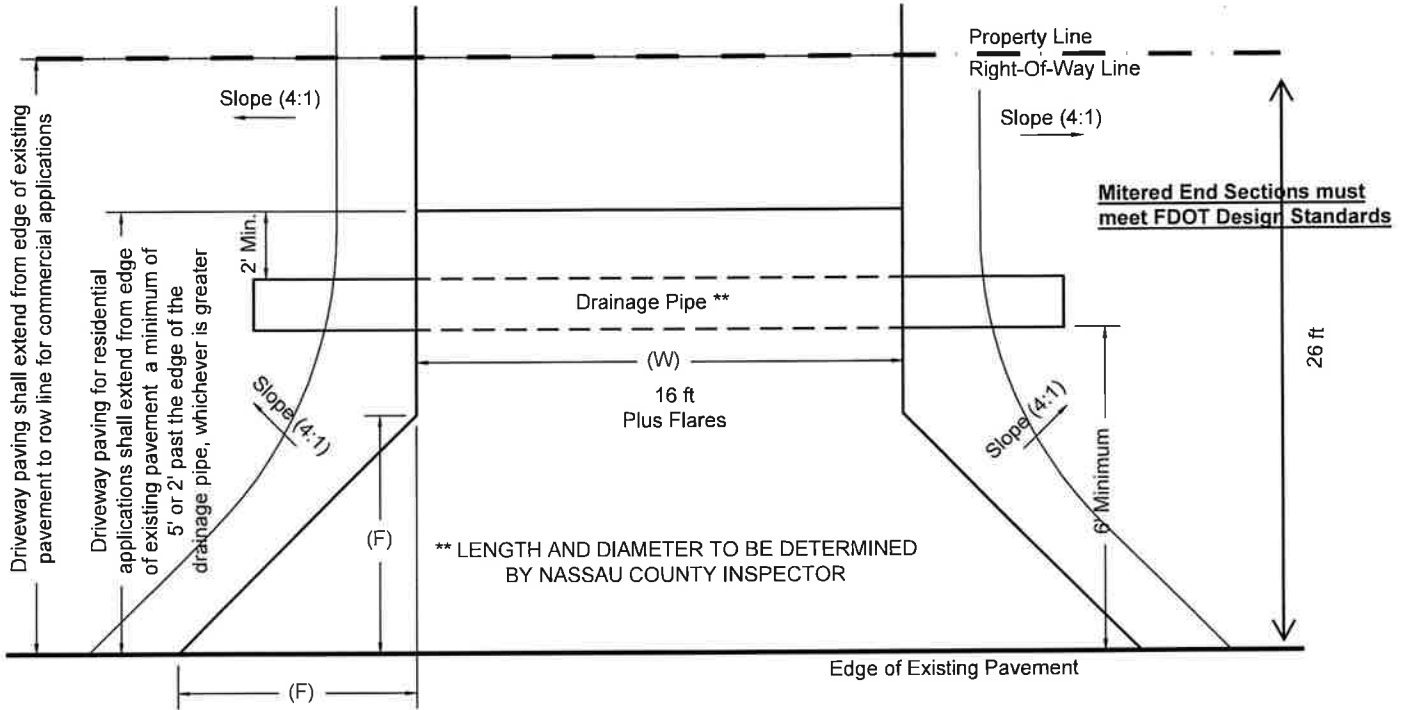
[VENDOR'S NAME]

By: _____
Its: _____
Date: _____

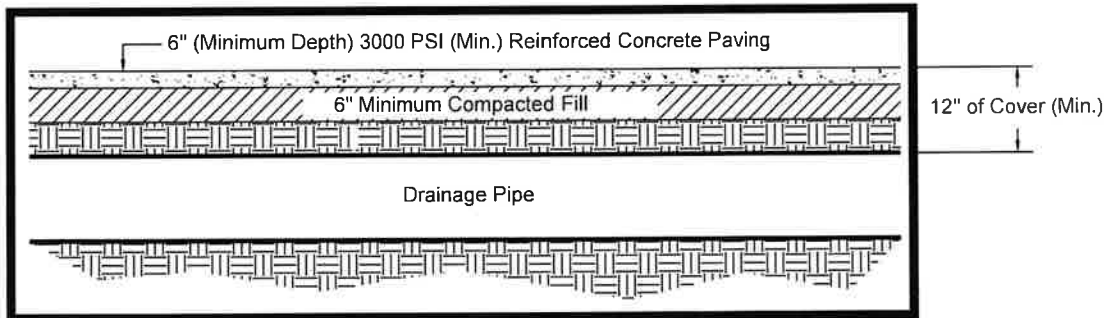
ATTACHMENT "II"

Typical Paved Driveway Installation Drawing

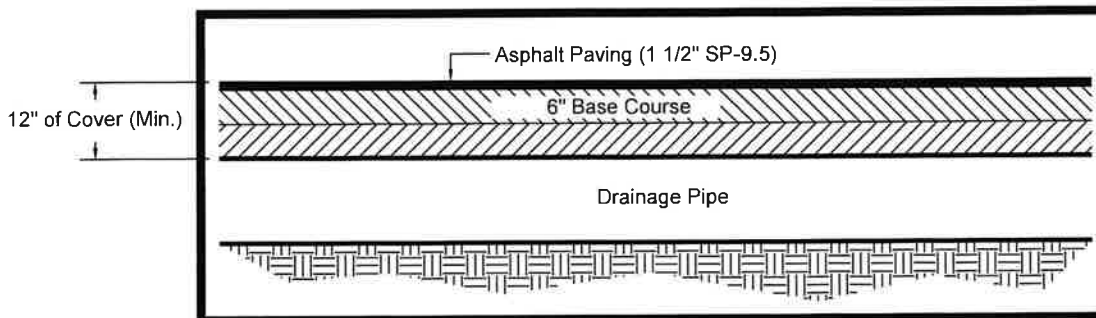
See Ordinance 99-17, Section 9.5.5 For End Treatment Requirements



Plan View

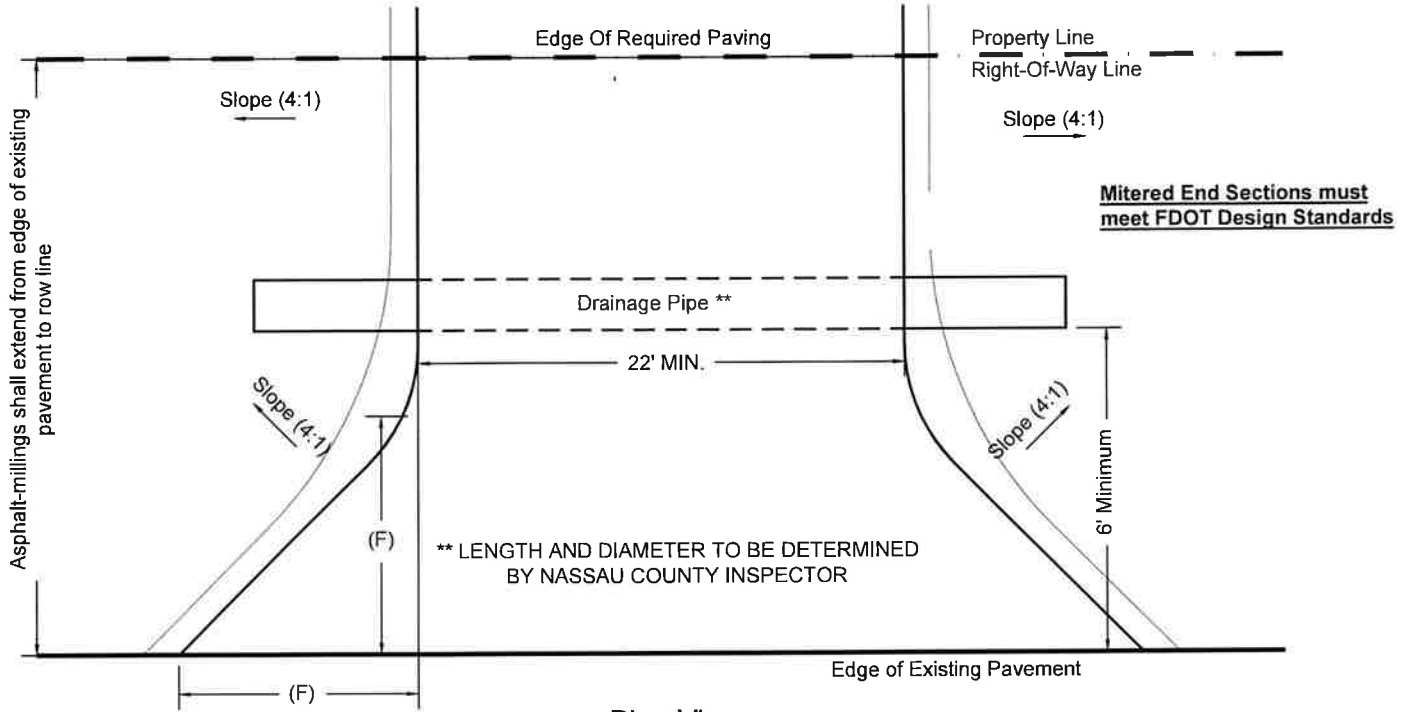


Concrete Detail

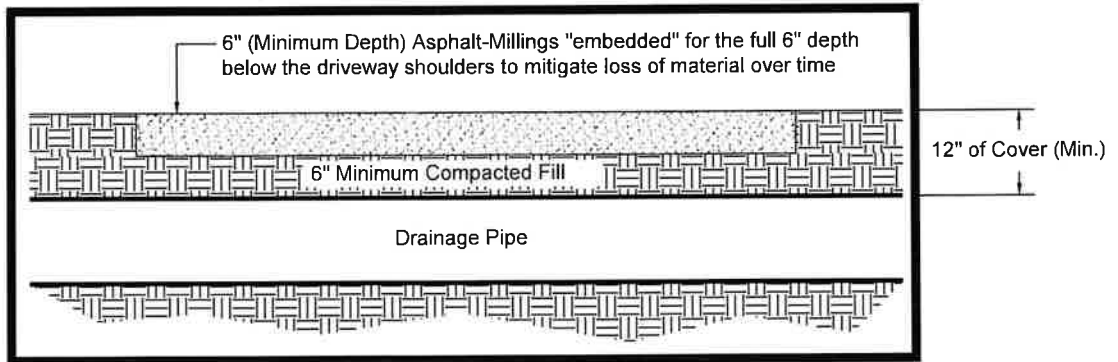


Asphalt Detail

Alternate Asphalt-Millings Driveway Installation Drawing See Ordinance 99-17, Section 9.5.5 For End Treatment Requirements



Plan View

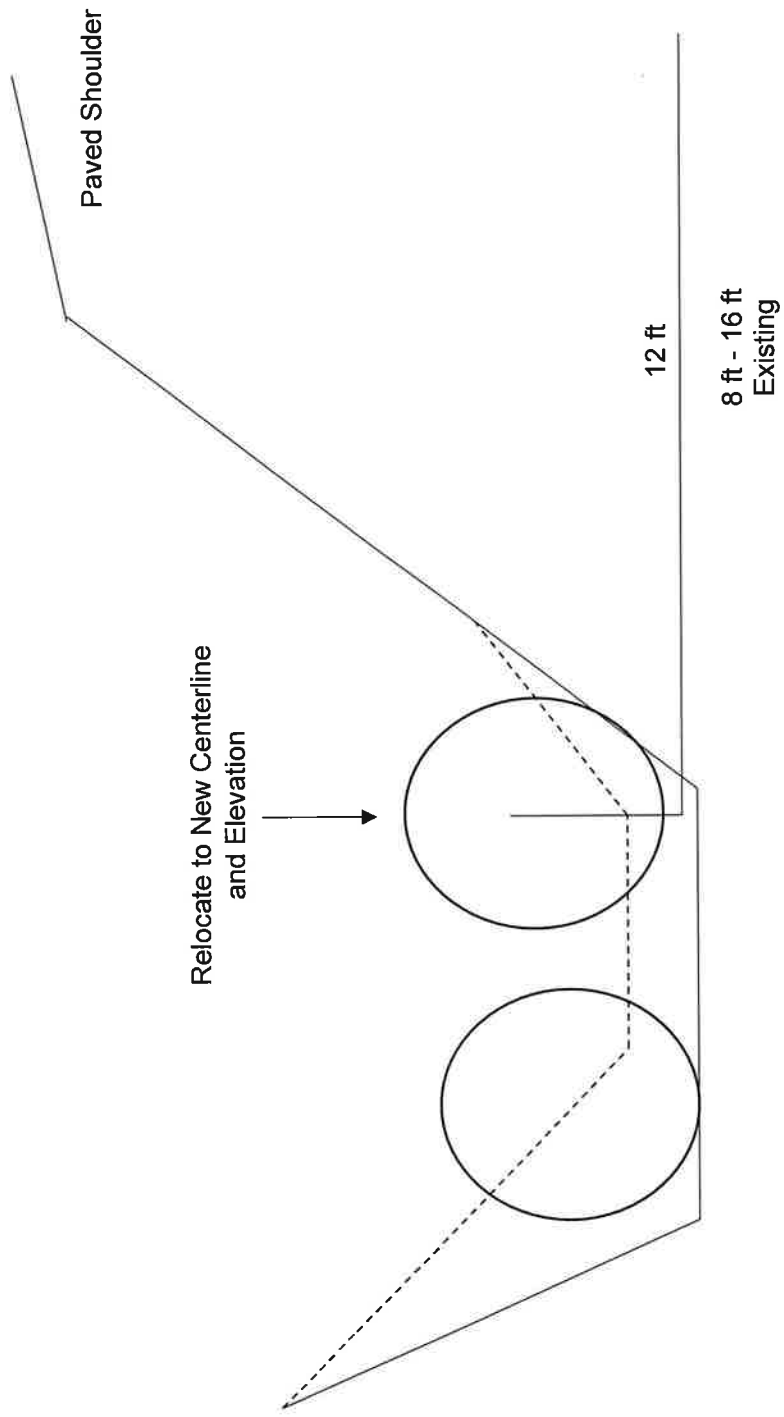


Asphalt-Millings Detail

"MILLINGS" SURFACE TREATMENTS ARE ONLY ALLOWED FOR RESIDENTIAL CONNECTIONS IF ALL OF THE CRITERIA SET FORTH IN ORDINANCE 99-17, SECTION 9.5.3. IS MET

ATTACHMENT "III"

Technical Specifications Profile Sketch



**FORM A
ADDENDA ACKNOWLEDGMENT**

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

Addendum # _____ through # _____

Signature of Person Completing:	Date:
Printed Name:	Title:

**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**
Driveway Repair and Drainage Maintenance Services Along Old Dixie Highway
Solicitation Number: NC23-013R-ITB

DATE: December 6, 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.

Pre-Bid Meeting Questions and Answers:

1. What is the difference from the previous submission?

Answer: The scope of work was modified.

2. What type of asphalt?

Answer: 9.5.

3. What ratio of back slope?

Answer: As close to 3:1 as can be achieved.

4. Will address No. 1 be a continuous ditch? It is currently two (2) driveways?

Answer: No, it will not be a continuous ditch. Address No. 1 will be a driveway and a break.

5. Will the County provide the hydroseed?

Answer: Yes.

6. Is it all hydroseed or is sod strips needed?

Answer: Sod strips will be used around the miter ends, following driveway permit requirements.

7. Should the dirt be compacted?

Answer: Yes.

8. Do you want to keep any debris?

Answer: Yes, all concrete, asphalt, and lime rock debris.

9. Where should the concrete, asphalt, and lime rock debris be taken?

Answer: To the County's Hilliard Yard located at 37356 Pea Farm Road Hilliard, FL 32046.

10. Do you want any other debris materials (i.e. dirt)?

Driveway Repair and Drainage Maintenance Services Along Old Dixie Highway
NC23-013R-ITB
Addendum No. 1

Answer: No, only concrete, asphalt, and lime rock debris.

11. Can existing dirt be used to pack the ditch?

Answer: Yes, existing material may be reused. However, fill material will be needed as well.

12. What will the term of the contract be?

Answer: One Hundred Eighty (180) days after issuance of the Notice to Proceed.

13. Who will contact the homeowners?

Answer: The Vendor shall notify residents of property adjoining the location of the work at least twenty-four (24) hours before the commencement of work.

14. Are there specific hours in which homeowners will need access to their driveways?

Answer: As specified in Section 13 of the Scope of Services and Specifications, 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. Residents should have access to their driveways when the driveways are not actively being worked on.

15. What size flares?

Answer: Five feet (5") on each side.

16. Are there any utilities?

Answer: The County is unaware of any utilities. The Vendor will need to conduct a utility location or mark underground facilities (if applicable).

17. Why does address No. 4 driveway needs to be shifted?

Answer: The driveway of address No. 4 needs to be shifted south to create better alignment with the resident's driveway.

18. How many sticks of pipe are needed per driveway?

Answer: six (6).

19. How long will the contractor be responsible to correct erosion issues once ditches are graded?

Answer: Nassau County will hydroseed within two weeks from final inspection of the work. The Contractor will be responsible until the ditches have been hydroseeded (up to two weeks).

The solicitation due date and opening time remains: **December 28, 2023 at 10:00AM ET.**

Attachment(s): Pre-Bid Sign In Sheet

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








**NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS**

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

PRE-BID MEETING

NC23-013R-ITB DRIVEWAY REPAIR AND DRAINAGE MAINTENANCE SERVICES ALONG OLD DIXIE HIGHWAY

DATE: NOVEMBER 29, 2023 10:00AM

ATTENDEE (PRINT NAME)	COMPANY	SIGNATURE
David Hearn	Nassau County	
Darren Marsh	Nassau County	
Doug Podiak	Nassau County	
Brittany Contardi	Nassau County	Brittany Contardi
Jonny Barton	CGC, Inc.	
Justin Howard	J. Howard Construction Inc.	
Jesse O'Brien	Jonus Construction Corp.	Jesse O'Brien

ATTENDEE (PRINT NAME)	COMPANY	SIGNATURE



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**
Driveway Repair and Drainage Maintenance Services Along Old Dixie Highway
Solicitation Number: NC23-013R-ITB

DATE: December 19, 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. Can I get a copy of any addenda that have been released to date?

Answer: All addenda are available on PlanetBids under the Addenda/Emails tab.

2. What is the estimated construction budget?

Answer: Approximately \$250,000.00.

3. Can I get a copy of the plan holder's list if available?

Answer: Prospective bidders are available on PlanetBids under the Prospective Bidders tab.

The solicitation due date and opening time remains: **December 28, 2023 at 10:00AM ET.**

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

EXHIBIT "B"**Vendor's Response and Price Sheet**

NC23-013R-ITB

**INVITATION TO BID****NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**

Solicitation Title: Driveway Repair and Drainage Maintenance services along Old Dixie Highway	Issue Date: November 17, 2023
Solicitation Number: NC23-013R-ITB	Project/Contract Duration: One Hundred Eighty (180) days after issuance of the Notice to Proceed
Requesting Department: Road Department	Procurement Contact: Brittany Contardi, Senior Procurement Specialist
Contact Address: 96135 Nassau Place, Suite 2 Yulee, Florida 32097	Contact Information: procurement@nassaucountyfl.com
Pre-Bid Date/Time: November 29, 2023 @ 10:00 AM ET OMB Conference Room 96135 Nassau Place Yulee, Florida 32097	Deadline for Questions: December 15, 2023 @ 4:00 PM ET
Bid Due Date and Opening Date/Time: December 28, 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: J.Howard Construction Inc.		
Business Address: 86164 Hampton Bays Dr., Fernandina Beach, FL 32034		
Phone Number: 904-849-8153	Email: justinh@jhowardconstruction.com	FL License Number: CGC1528218 / CUC1225172
Authorized Signature: 		Date: 12/20/2023
Printed Name of Signer: Justin Howard		Title: President

General Instructions/Declarations

- Bid results will be available pursuant to Section 119.071(1)(b), Florida Statutes.
- 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)

EXHIBIT "B"
PRICE SHEET

Vendor shall provide Driveway Repair and Drainage Maintenance services along Old Dixie Highway in accordance with Exhibit "A", Scope of Services at the price(s) below.

OLD DIXIE HIGHWAY DRIVEWAY AND DRAINAGE	
TOTAL LUMP SUM PRICE	\$ 235,000.00

Two Hundred Thirty Five Thousand Dollars and zero cents.

(Total Lump Sum Price in Words)

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

Company: J.Howard Construction Inc.

Address: 86164 Hampton Bays Dr.


City, State, Zip code: Fernandina Beach, FL 32034

Phone Number: 904-849-8153 Email: justinh@jhowardconstruction.com

Authorized Signature:  Printed Name: Justin Howard

Title: President Date: 12/20/2023

**FORM A
ADDENDA ACKNOWLEDGMENT**

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period. Addendum # <u>1</u> through # <u>2</u>	
Signature of Person Completing: 	Date: <u>12/20/2023</u>
Printed Name: Justin R. Howard	Title: President

Executed in 2 Counterparts

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
J. HOWARD CONSTRUCTION INC.

SURETY:
(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

86164 Hampton Bays Dr.
Fernandina Beach, FL 32034

OWNER:
(Name, legal status and address)
Nassau County Board of County Commissioners
96135 Nassau Place Suite 2
Yulee, FL 32097

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.

BOND AMOUNT: (5%) Five Percent of Amount Bid

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

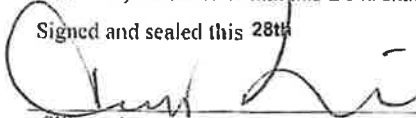
Invitation #: NC23-013R-ITB. Driveway Repair and Drainage Maintenance services along Old Dixie Highway
Callahan, FL

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 28th day of December 2023


(Witness)

J. HOWARD CONSTRUCTION INC
(Principal)  *(Seal)*

(Title) President
The Ohio Casualty Insurance Company
(Surety)  *(Seal)*


(Witness) Sophia Golecki

(Title) Jeffrey W. Reich, Attorney-in-Fact
& Florida Licensed Resident Agent

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured. Inquiries (407) 786-7770

Init.

AIA Document A310[™] – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8211020 - 979598

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cheryl A. Foley, Emily J. Golecki, Jeffrey W. Reich, Kim F. Niv, Lisa A. Roseland, Nathan K. Reich, Robert P. O'Linn, Sarah K. O'Linn, Susan L. Reich, Teresa L. Durham

all of the city of Mantland state of FL. each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of November, 2023



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 28th day of November, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number: 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of December, 2023



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary



JHOWARD-01

KPERRY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JP Perry Insurance, Inc 3342 Kori Road Jacksonville, FL 32257	CONTACT NAME: PHONE (A/C, No, Ext): (904) 268-7310 FAX (A/C, No): (904) 900-2222 E-MAIL ADDRESS: <table style="width:100%; border-top: 1px solid black; border-bottom: 1px solid black;"> <tr> <td style="width:70%; text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="width:30%; text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : Ohio Security Insurance Company</td> <td style="text-align: center;">24082</td> </tr> <tr> <td>INSURER B : Technology Insurance Company</td> <td style="text-align: center;">42376</td> </tr> <tr> <td>INSURER C : Ohio Casualty Insurance Company</td> <td style="text-align: center;">24074</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Ohio Security Insurance Company	24082	INSURER B : Technology Insurance Company	42376	INSURER C : Ohio Casualty Insurance Company	24074	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Ohio Security Insurance Company	24082														
INSURER B : Technology Insurance Company	42376														
INSURER C : Ohio Casualty Insurance Company	24074														
INSURER D :															
INSURER E :															
INSURER F :															
INSURED J. Howard Construction, Inc. 86164 Hampton Bays Drive Fernandina Beach, FL 32034															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			BKS62627666	1/15/2023	1/15/2024	<table style="width:100%;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 15,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 15,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000																				
MED EXP (Any one person)	\$ 15,000																				
PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
	AUTOMOBILE LIABILITY						<table style="width:100%;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						<table style="width:100%;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
EACH OCCURRENCE	\$																				
AGGREGATE	\$																				
	\$																				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			TWC4192510	1/25/2023	1/25/2024	<table style="width:100%;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td style="text-align: right;">1,000,000</td> </tr> <tr> <td>E L EACH ACCIDENT</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>E L DISEASE - EA EMPLOYEE</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>E L DISEASE - POLICY LIMIT</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	1,000,000	E L EACH ACCIDENT	\$ 1,000,000	E L DISEASE - EA EMPLOYEE	\$ 1,000,000	E L DISEASE - POLICY LIMIT	\$ 1,000,000						
<input checked="" type="checkbox"/> PER STATUTE	1,000,000																				
E L EACH ACCIDENT	\$ 1,000,000																				
E L DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E L DISEASE - POLICY LIMIT	\$ 1,000,000																				
C	Equip Leased/Rented			BMO64072071	1/15/2023	1/15/2024	\$2,500 Deductible 300,000														

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

CERTIFICATE HOLDER Nassau County Board of County Commissioners 96135 Nassau Place, Suite 2 Yulee, FL 32097	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. AUTHORIZED REPRESENTATIVE
--	--

CERTIFICATE OF INSURANCE

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

FLORIDA FARM BUREAU INSURANCE COMPANIES P.O. BOX 147030 GAINESVILLE, FLORIDA 32614-7030	COMPANIES AFFORDING COVERAGES: Company Letter A: Florida Farm Bureau General Ins. Co. Company Letter B: Florida Farm Bureau Casualty Ins. Co.
NAME AND ADDRESS OF INSURED: JUSTIN HOWARD &/OR J HOWARD CONSTRUCTION INC 86164 HAMPTON BAYS DR FERNANDINA BEACH FL 032034	

The policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

CO. LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN <u>THOUSANDS</u>													
	General Liability: <input type="checkbox"/> Commercial General Liability (Occurrence Form) <input type="checkbox"/> Owner's & Contractor's Protective <input type="checkbox"/> Farmer's Personal Liability				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>General Aggregate</td><td style="text-align: right;">\$</td></tr> <tr><td>Products-completed operations aggregate</td><td style="text-align: right;">\$</td></tr> <tr><td>Personal & Advertising Injury</td><td style="text-align: right;">\$</td></tr> <tr><td>Each Occurrence</td><td style="text-align: right;">\$</td></tr> <tr><td>Fire Damage (Any one fire)</td><td style="text-align: right;">\$</td></tr> <tr><td>Medical Expense (Any one person)</td><td style="text-align: right;">\$</td></tr> </table>		General Aggregate	\$	Products-completed operations aggregate	\$	Personal & Advertising Injury	\$	Each Occurrence	\$	Fire Damage (Any one fire)	\$	Medical Expense (Any one person)	\$
General Aggregate	\$																	
Products-completed operations aggregate	\$																	
Personal & Advertising Injury	\$																	
Each Occurrence	\$																	
Fire Damage (Any one fire)	\$																	
Medical Expense (Any one person)	\$																	
B	Automobile Liability: <input type="checkbox"/> Any auto <input type="checkbox"/> All owned autos <input checked="" type="checkbox"/> Scheduled autos <input checked="" type="checkbox"/> Hired autos <input checked="" type="checkbox"/> Non-owned autos	AB 1371757	01/22/24	01/22/25	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Combined Single Limit</td> <td style="text-align: right;">\$ 1000</td> </tr> <tr> <td>Bodily Injury (Per Person)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Bodily Injury (Per Accident)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Property Damage</td> <td style="text-align: right;">\$</td> </tr> </table>		Combined Single Limit	\$ 1000	Bodily Injury (Per Person)	\$	Bodily Injury (Per Accident)	\$	Property Damage	\$				
Combined Single Limit	\$ 1000																	
Bodily Injury (Per Person)	\$																	
Bodily Injury (Per Accident)	\$																	
Property Damage	\$																	
	Excess Liability: <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella form				Each Occurrence	Aggregate												
	Employers Liability: <input type="checkbox"/> Farm Employer's Liability <input type="checkbox"/> Farm Employee's Medical				\$	(Each Occurrence)												
	Other:				\$	(Each Employee)												
						\$												

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES:
 LAND GRADING

CANCELLATION: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:
 NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
 96135 NASSAU PLACE, SUITE 2
 YULEE, FLORIDA 32097

COUNTY CODE 45 DATE ISSUED 12/20/23
 Served by NASSAU County Farm Bureau
DEBRA M ROLAND
 AUTHORIZED REPRESENTATIVE

**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 J.Howard Construction Inc.
2. This sworn statement is submitted by J.Howard Construction Inc. (entity submitting sworn statement), whose business address is 86164 Hampton Bays Dr., Fernandina Beach, FL 32034 and its Federal Employee Identification Number (FEIN) is 81-1346960. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is Justin Howard (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,

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 *JHR*
Date 12/20/2023

State of: FLORIDA
County of: NASSAU

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

[Signature]
Notary Public
My commission expires: October 14, 2025



FORM C BIDDER QUESTIONNAIRE

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

1. **Company Name:** J.Howard Construction Inc. _____
Address: 86164 Hampton Bays Dr. _____
City/State/Zip: Fernandina Beach, FL 32034 _____
Phone: Email: 904-849-8153 / justinh@jhowardconstruction.com _____
Website Address: jhowardconstruction.com _____

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: 7 _____
 Years in business under this name: 4 _____
 Years performing this type of work: 21 _____
 Value of work now under contract: \$181,000 _____
 Value of work in place last year: \$1.4 Million _____
 Percentage (%) of work usually self-performed: 100 _____
 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: 4 _____
 (may use additional sheets if needed).

Position/Category (List all)	Full-time	Part-time
Management	Justin Howard	
Foreman	Dustin Hole	
Operator	Chris Kreitzman	
Operator	Brandon Cowart	

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: G&H Land Investment
Address: 45321 Green Ave. Callahan, FL 32011
Contract Person: Shari Graham
Phone: Email: 904-979-2091
Project Description: Installation of wet well, 8" Water Main to Callahan Utilities, and 2" Force Main with dog box to Callahan Utilities
Contract \$ Amount: \$198,881
Date Completed: 05/2023

Reference #2:

Company/Agency Name: Elkins Construction LLC.
Address: 6104 S. Gazebo Park PL
Contract Person: Rick Cox
Phone: Email: 904-404-6822
Project Description: Removal and replacement of 36" storm drain pipe
Contract \$ Amount: \$68,650
Date Completed: 07/2023

Reference #3:

Company/Agency Name: AJ Johns Inc.
Address: 3225 Anniston Road, Jacksonville, FL 32246
Contract Person: Caleb Hurlbert
Phone: Email: 904-641-2055
Project Description: Grading of lots & roadway, excavation of pond, and site work. 38 acres
Contract \$ Amount: \$532,707
Date Completed: 03/2023

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: J.Howard Construction Inc.
Attn: Justin Howard
Mailing Address: 86164 Hampton Bays Dr., Fernandina Beach, FL 32034

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): Justin Howard
Title: President
Email Address: justinh@jhowardconstruction.com
Phone Number: 904-556-4478

FORM D DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that
J.Howard Construction Inc. (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."

[Signature]
Authorized Signature
12/20/2023
Date Signed

State of: FLORIDA
County of: NASSAU

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

[Signature]
Notary Public
My commission expires: 10/14/2025

 **TONYA RICE**
Commission # HH 186391
Expires October 14, 2025
Bonded thru Budget Notary Services

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

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

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

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

[Signature]
Print Name: Justin Howard
Date: 12/20/2023

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12/20/2023 (Date) by Justin Howard (Name of Officer or Agent, Title of Officer or Agent) of J. Howard Construction Inc (Name of Contractor Company Acknowledging), a FLORIDA (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Personally Known as identification.

[Signature]
Notary Public
Tonya Rice
Printed Name



TONYA RICE
Commission # HH 186391
Expires October 14, 2025
Bonded Thru Budget Notary Services

My Commission Expires: 10/14/2025



Home

Cases

Reports

Resources 



Justin Howard 

My Company Account

My Company Profile

Company Information

Company Name

J.Howard Construction Inc.

Doing Business As (DBA) Name

Company ID

2066668

Enrollment Date

Jan 24, 2023

Employer Identification Number (EIN)

811346960

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees

5 to 9

NAICS Code

237

Sector

Construction

Subsector

Heavy and Civil Engineering Construction

[Edit Company Information](#)

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Addresses

Physical Address

86164 Hampton Bays Dr.
Fernandina Beach, FL 32034

Mailing Address

Same as Physical Address

[Edit Company Addresses](#)

Hiring Sites

Number of Sites

1

[Edit Hiring Sites](#)

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

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

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





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

HOWARD, JUSTIN ROBERT

J. HOWARD CONSTRUCTION INC.
86164 HAMPTON BAYS DRIVE
FERNANDINA BEACH FL 32034

LICENSE NUMBER: CGC1528218

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.