

# BOCC CONTRACT APPROVAL FORM

CONTRACT TRACKING NO. CM 3667

**SECTION 1 - GENERAL INFORMATION**  
 Requesting Department: Public Works Contact Person: Becky Diden / Darren Marsh  
 Telephone: (904) 530-6702 Email: bldiden@nassaucountyfl.com / dmarsh@nassaucountyfl.com

**SECTION 2 - VENDOR INFORMATION**  
 Name: Kudzue 3 Trucking Inc. dba Kudzue 3 Trucking & Paving  
 Address: PO Box 1799  
 City: Yulee State: FL Zip Code: 32041  
 Vendor's Administrator Name: Lynn Boatwright Title: Office Manager  
 Telephone: (904) 388-7838 Email: lynn@kudzue3.com

**SECTION 3 - VENDOR AUTHORIZED SIGNATORY**  
 Authorized Signatory Name: Thomas R. Maloy, President  
 Authorized Signatory Email: rkudzue3@yahoo.com  
 (IDENTIFY WHO WILL SIGN THE CONTRACT ON BEHALF OF THE VENDOR. OFFICER/DIRECTOR WITH AUTHORITY TO BIND COMPANY.)

**SECTION 4 - CONTRACT INFORMATION**  
 Contract Name: Overlay Patches in Four (4) Locations Throughout Nassau County  
 Type:  New Contract  Work Authorization  Supplemental Agreement  
 Short Description of Product(s)/Service(s) Being Requested: OVERLAY PATCHES IN FOUR (4) LOCATIONS THROUGHOUT NASSAU COUNTY  
 (GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.)  
 Procured Method:  Quotes  ITB  RFP  RFQ  Piggyback  Exemption  Sole Source  Single Source  
 Other: \_\_\_\_\_  
 Amount of Initial Contract Term: \$39,518.19  
 Amount of Renewal Options (if applicable): Year 1: \_\_\_\_\_ Year 2: \_\_\_\_\_  
 Year 3: \_\_\_\_\_ Year 4: \_\_\_\_\_  
 Total Amount of Contract (Initial Term + Renewal Options): \$39,518.19 (Estimate if necessary)  
 Account Number: 03404541 - 546000  
 Source of Funds:  County  State  Federal  Other: \_\_\_\_\_  
 County Authorized Signatory:  BOCC Chairman  County Manager  
 (IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC)

**SECTION 5 - INSURANCE**  
 Insurance Category:  Category L  Category M  Category H  Other: \_\_\_\_\_  
 Risk Manager Initials: MP  
 5/8/2024

**SECTION 6 - AMENDMENT INFORMATION**  
 Contract Tracking No: \_\_\_\_\_ Amendment No: \_\_\_\_\_  
 Type of Amendment:  Renewal  Time Only Extension  Additional Scope  Other: \_\_\_\_\_  
 Contract Amount with Previous Amendments: \_\_\_\_\_ Amount of this Amendment: \_\_\_\_\_  
 New Contract Amount including this Amendment: \_\_\_\_\_  
 Account Code Change From: \_\_\_\_\_ To: \_\_\_\_\_  
 County Authorized Signatory:  BOCC Chairman  County Manager  
 (IDENTIFY WHO WILL SIGN AMENDMENT ON BEHALF OF BOCC)

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

- |  |  |
|--|--|
| 1. <u>Doug Podiak</u> <u>5/8/2024</u><br>Department Head/Contract Manager Date | 3. <u>Denise C. May</u> <u>5/8/2024</u><br>Procurement Date<br><i>(Signature required only if procurement related)</i> |
| 2. <u>Chris Lacambra</u> <u>5/8/2024</u><br>Office of Mgmt. & Budget Date      | 4. <u>Denise C. May</u> <u>5/10/2024</u> <u>5/10/2024</u><br>County Attorney Date                                      |

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature] 5/10/2024  
 County Manager Date

DATE  
**5/8/2024**

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

96135 Nassau Place Suite 1  
Yulee, FL 32097

VENDOR NAME/ADDRESS  
Kudzue 3 Trucking Inc. dba Kudzue 3 Trucking & Paving  
PO Box 1799

DEPARTMENT  
Public Works

REQUESTED BY  
B. Diden / Darren Marsh

VENDOR NUMBER	PROJECT NAME	FUNDING SOURCE	AMOUNT AVAILABLE		STANDARD PO OR ENCUMBER ONLY	CONTRACT NO.
12318		03404541-546000	\$ 87,133.85		Encumber Contract	CM3667
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT		
1	1½" SP-9.5, Overlay	234.00	\$ 26.77	\$ 6,264.18	Hodges Road Cross Drain Patch	
2	Maintenance of Traffic	1.00	\$ 950.00	\$ 950.00	Total - \$9,878.96	
3	½" Leveling, Patch	38.00	\$ 43.81	\$ 1,664.78		
4	Mobilization	1.00	\$ 1,000.00	\$ 1,000.00		
5	1½" SP-9.5, Overlay	223.00	\$ 28.09	\$ 6,264.07	Meadowfield Bluff Cross Drain Patch	
6	Maintenance of Traffic	1.00	\$ 950.00	\$ 950.00	Total - \$9,879.07	
7	½" Leveling, Patch	36.00	\$ 46.25	\$ 1,665.00		
8	Mobilization	1.00	\$ 1,000.00	\$ 1,000.00		
9	1½" SP-9.5, Overlay	234.00	\$ 26.77	\$ 6,264.18	Crawford Road Cross Drain Patch	
10	Maintenance of Traffic	1.00	\$ 950.00	\$ 950.00	Total - \$9,878.96	
11	½" Leveling, Patch	38.00	\$ 43.81	\$ 1,664.78		
12	Mobilization	1.00	\$ 1,000.00	\$ 1,000.00		
13	1½" SP-9.5, Overlay	190.00	\$ 32.98	\$ 6,266.20	Drury Road Cross Drain Patch	
14	Maintenance of Traffic	1.00	\$ 950.00	\$ 950.00	Total - \$ 9,881.20	
15	½" Leveling, Patch	25.00	\$ 66.60	\$ 1,665.00		
16	Mobilization	1.00	\$ 1,000.00	\$ 1,000.00		
				\$ 0.00		
				\$ 0.00		

ORIGINAL - FINANCE  
COPY - DEPARTMENT

Shipping \$ 0.00  
Total \$ 39,518.19

**Department Head**

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

Doug Podiale 5/8/2024

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

I attest that, to the best of my knowledge, funds are available for payment.

Chris Lacambra 5/8/2024 5/8/2024

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

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

Seneca Adams 5/8/2024

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

I attest that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.

\_\_\_\_\_

Clerk: UB  
Date: 5/10/2024

Contract No.: CM 3667

**CONTRACT FOR OVERLAY PATCHES**

**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 **KUDZUE 3 TRUCKING, INC.**, doing business as **Kudzue 3 Trucking & Paving**, with a mailing address of P.O. Box 1799, Yulee, Florida 32041, hereinafter referred to as the “Vendor”, on the day and year last written below (hereinafter “Effective Date”).

**RECITALS**

**WHEREAS**, the County received a written quote for overlay patches in four (4) locations throughout Nassau County, on or about Friday, March 15, 2024; and

**WHEREAS**, because Vendor was the only bidder to respond, 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 request for quote/bid/proposal 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 Quote is attached hereto as Exhibit “A” and made a part hereof.

**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.**

Contract No.: CM 3667

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

**Exhibit “A”** VENDOR’S QUOTE

**Exhibit “B”** SCOPE OF WORK

**Exhibit “C”** INSURANCE REQUIREMENTS

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

3.1 The Vendor shall provide the goods and/or services further described in the *Scope of Work*, a copy of which is attached hereto and incorporated herein as Exhibit “B”. This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work. The Vendor shall commence the work in accordance with the issuance of a written *Notice to Proceed* for goods and/or services issued by the County. The Vendor shall provide the goods and/or services as contained in the *Scope of Work* 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 Thirty-Nine Thousand, Five Hundred and Eighteen Dollars and 19/100 (\$39,518.19) for the goods and/or services referenced in Exhibit(s) “A” and “B”. No payment shall be made for goods and/or services without a proper County work authorization or purchase order. The Vendor shall submit a copy of all invoices to both the Public Works Director or designee, and to [pwinvoices@nassaucountyfl.com](mailto:pwinvoices@nassaucountyfl.com) and to [invoices@nassaucountyfl.com](mailto:invoices@nassaucountyfl.com) for payment. The invoice submitted shall include the contract number referenced and shall be in sufficient detail as to item, quantity, and price in order for the County to verify compliance with the awarded bid specifications and conditions of this Contract. Payment shall not be made until goods and/or services have been received, inspected and accepted by the County in the quantity and/or quality ordered. Payment in advance of receipt of goods and/or services by the County **cannot** be made. The County shall pay the Vendor within

Contract No.: CM 3667

forty-five (45) calendar days of receipt and acceptance of invoice by the Director of Public Works, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act found at Section 218.70, Florida Statutes. The Vendor shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

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

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

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

6.1 The term of this Contract shall begin upon the date of execution by both parties to this Contract and shall terminate sixty (60) days thereafter. 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

Contract No.: CM 3667

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

**SECTION 7. Firm Prices.**

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

**SECTION 8. Funding.**

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

**SECTION 9. Expenses.**

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

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

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

Contract No.: CM 3667

**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.**

Contract No.: CM 3667

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.



Contract No.: CM 3667

**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

Contract No.: CM 3667

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

Contract No.: CM 3667

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. – RESERVED.**

Contract No.: CM 3667

**SECTION 22. Independent Vendor Status.**

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

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

**SECTION 23. Indemnification.**

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

**SECTION 24. Insurance.**

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

Contract No.: CM 3667

**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.

Contract No.: CM 3667

The Vendor shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

**SECTION 26. E-Verify.**

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

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

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

Contract No.: CM 3667

on which the contract was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of this Contract.

**SECTION 27. Public Records.**

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

- a. Keep and maintain public records required by the County to provide goods and/or services.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Vendor does not transfer the records to the County.
- d. Upon completion of the Contract, transfer, at no cost, to the County all public

Contract No.: CM 3667

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



Contract No.: CM 3667

(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

Contract No.: CM 3667

Vendor's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to the Vendor's designation of material as exempt from public disclosure.

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

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

**SECTION 29. Scrutinized Companies and Public Entity Crimes.**

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

**SECTION 30. Anti-Discrimination.**

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

Contract No.: CM 3667

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: Public Works Director  45195 Musslewhite Road  Callahan, Florida 32011
Vendor:	Kudzue 3 Trucking, Inc.  d/b/a Kudzue 3 Trucking & Paving  Attn: Thomas R. Maloy  P.O. Box 1799

Contract No.: CM 3667

Yulee, Florida 32041

**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.

Contract No.: CM 3667

**SECTION 36. Construction of Contract.**

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

**SECTION 37. Headings.**

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

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

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

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

**SECTION 39. Change of Laws.**

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

Contract No.: CM 3667

{Remainder of page left intentionally blank.}

Contract No.: CM 3667

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

**NASSAU COUNTY, FLORIDA**



By: Taco E. Pope, AICP  
Its: Designee  
Date: 5/10/2024

Approved as to form and legality by the  
Nassau County Attorney

*Denise C May*      5/10/2024

DENISE C. MAY

**KUDZUE 3 TRUCKING, INC.**  
**d/b/a KUDZUE 3 TRUCKING &**  
**PAVING**



By: Thomas R. Maloy  
Its: President  
Date: 5/9/2024

Drury Road Cross Drain Patch- Rev 3

**P.O. Box 1799**  
**Yulee, FL 32041**

**KUDZUE 3**  
**Trucking & Paving**



**Office (904) 388-7838**  
**Fax (912) 576-3314**

**PROJECT COST ESTIMATE**

<b>To:</b>	Nassau County Road Department 45195 Musslewhite Road Callahan, Florida 32011	<b>Project:</b>	Drury Road Cross Drain Patch	
<b>Attn:</b>	Becky Diden	<b>Location:</b>	North of Saddler Road at 1st Cross Drain	
<b>Phone:</b>	(904) 530-6126	<b>Date:</b>	Monday, March 11, 2024	
<b>Cell:</b>		<b>Revision:</b>	3	<b>Date:</b> 3/15/2024
<b>Email:</b>	bviden@nassaucountyfl.com			

Quantity	Unit	Description	Unit Price	Subtotal
<i>Middle 2024 - Fernandina Area</i>				
190	yd <sup>2</sup>	1½" SP-9.5, Overlay	\$32.98	\$ 6,266.20
1	ls	Maintenance of Traffic	\$950.00	\$ 950.00
25	yd <sup>2</sup>	½" Levelling, Patch	\$66.60	\$ 1,665.00
1	ls	Mobilization	\$1,000.00	\$ 1,000.00
		*2 weeks from Notice to Proceed		

**TOTAL AMOUNT: \$ 9,881.20**

This Estimate is subject to the following **TERMS AND CONDITIONS:**

**QUANTITIES:** The above noted quantities may not reflect the actual amount required for this project. These quantities are based on our best interpretation of the information provided and are to be used for estimation purposes only. Materials will be tracked during the project and invoiced at the unit price indicated.

**INCLUDES:** One mobilization - Additional mobilizations are \$2,300.00 each, unless noted otherwise.

**EXCLUDES:** 'MOT' (maintenance of traffic), striping, signage, testing, and prime are the responsibility of the contractor/owner unless noted otherwise.

**Print Name and Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



Hodges Road Cross Drain Patch- Rev 2

**P.O. Box 1799**  
**Yulee, FL 32041**

**KUDZUE 3**  
**Trucking & Paving**

**Office (904) 388-7838**  
**Fax (912) 576-3314**



**PROJECT COST ESTIMATE**

<b>To:</b>	Nassau County Road Department 45195 Musslewhite Road Callahan, Florida 32011	<b>Project:</b>	Hodges Road Cross Drain Patch	
<b>Attn:</b>	Becky Diden	<b>Location:</b>	Between Statton Road and Lem Turner Nassau County, Florida	
<b>Phone:</b>	(904) 530-6126	<b>Date:</b>	Monday, March 11, 2024	
<b>Cell:</b>		<b>Revision:</b>	2	<b>Date:</b> 3/15/2024
<b>Email:</b>	bviden@nassaucountyfl.com			

Quantity	Unit	Description	Unit Price	Subtotal
<i>Middle 2024 - Callahan Area</i>				
234	yd <sup>2</sup>	1½" SP-9.5, Overlay	\$26.77	\$ 6,264.18
1	ls	Maintenance of Traffic	\$950.00	\$ 950.00
38	yd <sup>2</sup>	½" Levelling, Patch	\$43.81	\$ 1,664.78
1	ls	Mobilization	\$1,000.00	\$ 1,000.00
		*2 weeks from Notice to Proceed		

**TOTAL AMOUNT: \$ 9,878.96**

This Estimate is subject to the following **TERMS AND CONDITIONS:**

**QUANTITIES:** The above noted quantities may not reflect the actual amount required for this project. These quantities are based on our best interpretation of the information provided and are to be used for estimation purposes only. Materials will be tracked during the project and invoiced at the unit price indicated.

**INCLUDES:** One mobilization - Additional mobilizations are \$2,300.00 each, unless noted otherwise.

**EXCLUDES:** 'MOT' (maintenance of traffic), striping, signage, testing, and prime are the responsibility of the contractor/owner unless noted otherwise.

**Print Name and Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**KUDZUE 3**  
**Trucking & Paving**



**P.O. Box 1799**  
**Yulee, FL 32041**

**Office (904) 388-7838**  
**Fax (912) 576-3314**

**PROJECT COST ESTIMATE**

<b><u>To:</u></b> Nassau County Road Department 45195 Musslewhite Road Callahan, Florida 32011		<b><u>Project:</u></b> Meadowfield Bluff Cross Drain Patch
<b><u>Attn:</u></b> Becky Diden		<b><u>Location:</u></b> Between SR200 and Ravenwood Drive Nassau County, Florida
<b><u>Phone:</u></b> (904) 530-6126		<b><u>Date:</u></b> Monday, March 11, 2024
<b><u>Cell:</u></b>		
<b><u>Email:</u></b> bdiden@nassaucountyfl.com		<b><u>Revision:</u></b> 2 <b><u>Date:</u></b> 3/15/2024

Quantity	Unit	Description	Unit Price	Subtotal
<i>Middle 2024 - Yulee Area</i>				
223	yd <sup>2</sup>	1½" SP-9.5, Overlay	\$28.09	\$ 6,264.07
1	ls	Maintenance of Traffic	\$950.00	\$ 950.00
36	yd <sup>2</sup>	½" Levelling, Patch	\$46.25	\$ 1,665.00
1	ls	Mobilization	\$1,000.00	\$ 1,000.00
		*2 weeks from Notice to Proceed		
<b><u>TOTAL AMOUNT:</u></b>				<b>\$ 9,879.07</b>

This Estimate is subject to the following TERMS AND CONDITIONS:  
**QUANTITIES:** The above noted quantities may not reflect the actual amount required for this project. These quantities are based on our best interpretation of the information provided and are to be used for estimation purposes only. Materials will be tracked during the project and invoiced at the unit price indicated.  
**INCLUDES:** One mobilization - Additional mobilizations are \$2,300.00 each, unless noted otherwise.  
**EXCLUDES:** 'MOT' (maintenance of traffic), striping, signage, testing, and prime are the responsibility of the contractor/owner unless noted otherwise.

**Print Name and Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Crawford Road Cross Drain- Rev 2

**P.O. Box 1799**  
**Yulee, FL 32041**

**KUDZUE 3**  
**Trucking & Paving**

**Office (904) 388-7838**  
**Fax (912) 576-3314**



**PROJECT COST ESTIMATE**

<b>To:</b>	Nassau County Road Department 45195 Musslewhite Road Callahan, Florida 32011	<b>Project:</b>	Crawford Road Cross Drain
<b>Attn:</b>	Becky Diden	<b>Location:</b>	North of US 301 past Woods Lane Nassau County, Florida
<b>Phone:</b>	(904) 530-6126	<b>Date:</b>	Monday, March 11, 2024
<b>Cell:</b>		<b>Revision:</b>	2
<b>Email:</b>	bviden@nassaucountyfl.com	<b>Date:</b>	3/15/2024

Quantity	Unit	Description	Unit Price	Subtotal
<i>Middle 2024 - Callahan Area</i>				
234	yd <sup>2</sup>	1½" SP-9.5, Overlay	\$26.77	\$ 6,264.18
1	ls	Maintenance of Traffic	\$950.00	\$ 950.00
38	yd <sup>2</sup>	½" Levelling, Patch	\$43.81	\$ 1,664.78
1	ls	Mobilization	\$1,000.00	\$ 1,000.00
		*2 weeks from Notice to Proceed		

**TOTAL AMOUNT: \$ 9,878.96**

This Estimate is subject to the following **TERMS AND CONDITIONS:**

**QUANTITIES:** The above noted quantities may not reflect the actual amount required for this project. These quantities are based on our best interpretation of the information provided and are to be used for estimation purposes only. Materials will be tracked during the project and invoiced at the unit price indicated.

**INCLUDES:** One mobilization - Additional mobilizations are \$2,300.00 each, unless noted otherwise.

**EXCLUDES:** 'MOT' (maintenance of traffic), striping, signage, testing, and prime are the responsibility of the contractor/owner unless noted otherwise.

**Print Name and Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# EXHIBIT "B" Scope of Work

## Overlay Patches in Four (4) Locations Throughout Nassau County

### TECHNICAL SPECIFICATIONS/SCOPE OF WORK

#### Scope of Work

Nassau County is seeking a contractor to perform overlay and leveling patches in four (4) locations throughout Nassau County. All overlays will be 1.5 of SP 9.5. All leveling will be .50 of SP 9.5.

Sites are as follows:

#### Callahan

1. Crawford Road Cross Drain Patch Overlay (*Located between Noth of US 301 Past Woods Lane*)  
Approximate size of Overlay = 100' X 21'  
Leveling Over Patch = 21' X 16'
2. Hodges Road Cross Drain Patch Overlay (*Located between Statton Rd and Lem Turner*)  
Approximate size of Overlay 100' X 21'  
Leveling Over Patch 21' X 16'

#### Yulee

- 1- Meadowfield Bluff Cross Drain Patch Overlay (*Located between SR200 and Ravewood Drive*)  
Approximate size of Overlay 100' X 20'  
Leveling Over Patch 20' X 16'

#### Fernandina

- 1- Drury Road Cross Drain Patch Overlay (*Located North of Sadler Road at 1<sup>st</sup> Cross Drain*)  
Approximate size of Overlay = 100' X 17'
- 2- Leveling Over Patch 17' X 13'

- NEED TO KEY IN JOINT AT BOTH ENDS
- NEED TO LEVEL OVER PATCH PRIOR TO OVERLAY

Bidder to provide a separate price for each Cross Drain location and include an approximate lead time to complete the work for each scenario.

All County contracts are subject to the availability of funds.

This is a turn-key project. Equipment and materials are to be supplied by the contractor.

## **INSURANCE REQUIREMENTS**

### **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:

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

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

#### **AUTOMOBILE LIABILITY INSURANCE**

The Vendor/Contractor shall purchase and maintain at the 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.

**Certificate Of Completion**

Envelope Id: 9D32EE2A405D45C1ACD2F6512AC0AE74 Status: Completed  
Subject: Complete with DocuSign: CAF - Kudzue Trucking Inc..pdf, Requisition Form - Kudzue Trucking Inc....  
Source Envelope:  
Document Pages: 30 Signatures: 11 Envelope Originator:  
Certificate Pages: 6 Initials: 5 Amanda Johnson  
AutoNav: Enabled ajohnson@nassaucountyfl.com  
EnvelopeId Stamping: Enabled IP Address: 50.238.237.26  
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

**Record Tracking**

Status: Original Holder: Amanda Johnson Location: DocuSign  
5/8/2024 8:15:58 AM ajohnson@nassaucountyfl.com

**Signer Events**

**Signature**

**Timestamp**

Doug Podiak Sent: 5/8/2024 9:29:15 AM  
dpodiak@nassaucountyfl.com Viewed: 5/8/2024 9:41:37 AM  
Facilities Director Signed: 5/8/2024 9:42:32 AM  
Nassau County BOCC  
Security Level: Email, Account Authentication  
(None) Signature Adoption: Pre-selected Style  
Using IP Address: 50.238.237.26

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

Tracy Poore Sent: 5/8/2024 9:42:35 AM  
tpoore@nassaucountyfl.com Viewed: 5/8/2024 2:11:40 PM  
OMB Admin Signed: 5/8/2024 2:12:35 PM  
Nassau County BOCC  
Security Level: Email, Account Authentication  
(None) Signature Adoption: Pre-selected Style  
Using IP Address: 50.238.237.26


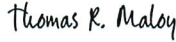

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

chris lacambra Sent: 5/8/2024 2:12:37 PM  
clacambra@nassaucountyfl.com Viewed: 5/8/2024 2:13:23 PM  
OMB Director Signed: 5/8/2024 2:14:03 PM  
Nassau County BOCC  
Security Level: Email, Account Authentication  
(None) Signature Adoption: Pre-selected Style  
Using IP Address: 50.238.237.26

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

Michelle Proctor Sent: 5/8/2024 2:14:06 PM  
mproctor@nassaucountyfl.com Viewed: 5/8/2024 2:19:16 PM  
Risk Manager Signed: 5/8/2024 2:22:51 PM  
Security Level: Email, Account Authentication  
(None) Signature Adoption: Pre-selected Style  
Using IP Address: 50.238.237.26

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

Signer Events	Signature	Timestamp
Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 5/8/2024 2:22:54 PM Viewed: 5/8/2024 4:06:42 PM Signed: 5/8/2024 4:06:52 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Thomas R. Maloy rkudzue3@yahoo.com Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 69.130.238.61	Sent: 5/8/2024 4:06:55 PM Viewed: 5/9/2024 12:37:08 PM Signed: 5/9/2024 12:37:28 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 5/9/2024 12:37:08 PM ID: 2002969e-8a18-4abd-8b79-2c9fe3706062		
Elizabeth Moore emoore@nassaucountyfl.com Assistant County Attorney Nassau County Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 5/9/2024 12:37:32 PM Viewed: 5/10/2024 8:30:24 AM Signed: 5/10/2024 8:32:37 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Denise C May dmay@nassaucountyfl.com County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 5/10/2024 8:32:41 AM Viewed: 5/10/2024 9:04:22 AM Signed: 5/10/2024 9:04:40 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Taco Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 50.238.237.26	Sent: 5/10/2024 9:04:44 AM Viewed: 5/10/2024 11:29:19 AM Signed: 5/10/2024 11:29:28 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Clerk Finance received boccap@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 12.23.69.254	Sent: 5/10/2024 11:29:33 AM Viewed: 5/10/2024 1:13:13 PM Signed: 5/10/2024 1:13:22 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 2/4/2021 9:59:11 AM ID: 6238f06a-a4ad-4d45-a7f5-929d04629059		



In Person Signer Events	Signature	Timestamp
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
Clerk Services Clerkservices@nassaucountyfl.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 1/24/2022 11:47:51 AM ID: c578204b-138e-4b31-a24f-82d040e40d69	<b>COPIED</b>	Sent: 5/10/2024 1:13:27 PM Viewed: 5/10/2024 1:31:17 PM
Procurement Department Procurement@nassaucountyfl.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 5/10/2024 1:13:28 PM
Lynn Boatwright lynn@kudzue3.com President Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 5/10/2024 1:13:29 PM
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	5/8/2024 9:29:15 AM
Certified Delivered	Security Checked	5/10/2024 1:13:13 PM
Signing Complete	Security Checked	5/10/2024 1:13:22 PM
Completed	Security Checked	5/10/2024 1:13:29 PM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

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