

BOCC CONTRACT APPROVAL FORM

CONTRACT TRACKING NO. CM3725

SECTION 1 - GENERAL INFORMATION
 Requesting Department: Parks Contact Person: Jay Robertson
 Telephone: 530-6127 Email: jrobertson@nassaucountyfl.com

SECTION 2 - VENDOR INFORMATION
 Name: Acon Construction Co., Inc.
 Address: 3653 Regent Boulevard, Suite 401
 City: Jackosville State: FL Zip Code: 32224
 Vendor's Administrator Name: Frank Anderson Title: Vice President of Operations
 Telephone: (904) 565-9060 Email: fanderson@aconcci.com

SECTION 3 - VENDOR AUTHORIZED SIGNATORY
 Authorized Signatory Name: Taco E. Pope Title: County Manager
 Authorized Signatory Email: tpope@nassaucountyfl.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: Design-Build Services Contract Nassau Crossing Park Splash Pad
 Short Description of Product(s)/Service(s) Being Requested: 60% Design-Build Services and permit initiation for the splash pad at Nassau Crossing Park

(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: \$62,709.90 (60% Design-Build) Upon completion the GMP proposal will be provided
 Amount of Renewal Options (if applicable): Year 1: _____ Year 2: _____
 Year 3: _____ Year 4: _____
 Total Amount of Contract (Initial Term + Renewal Options): Six (6) months from effective date (Estimate if necessary)
 Account Number: 01075572-563710 C0088
 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 7/17/2024

SECTION 6 - AMENDMENT INFORMATION
 Contract Tracking No: _____ Amendment No: _____
 Type of Amendment: Renewal Time Extension with Increase Time Only Extension Additional Scope
Supplemental Agreement 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>7/16/2024</u>	3. <u>[Signature]</u> <u>7/17/2024</u>
Department Head/Contract Manager Date	Procurement Date
2. <u>Chris Lacambra</u> <u>7/16/2024</u>	4. <u>Denise C. May, Esq.</u> <u>7/23/2024</u>
Office of Mgmt. & Budget Date	County Attorney Date

COUNTY MANAGER - FINAL SIGNATURE APPROVAL
Taco E. Pope 7/23/2024
 County Manager Date

DATE
6/26/2024

Requisition Form

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

96135 Nassau Place Suite 1
Yulee, FL 32097

DEPARTMENT
Parks

VENDOR NAME/ADDRESS
ACON Construction Co., Inc.
3653 Regent Boulevard, Suite 401
Jacksonville, FL 32224

REQUESTED BY
Jay Robertson

VENDOR NUMBER	PROJECT NAME	FUNDING SOURCE	AMOUNT AVAILABLE	STANDARD PO OR ENCUMBER ONLY	CONTRACT NO.
	Design-Build Nassau Crossing	01075572-563710 C0088	\$ 75,000.00	Encumber Contract	CM3725

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	
1	Project Management	20.00	\$ 110.00	\$ 2,200.00	
2	Civil Design & Permit Initiation	1.00	\$ 39,946.00	\$ 39,946.00	
3	Administration	14.00	\$ 75.00	\$ 1,050.00	
4	Freeport Foundation 60% Design	1.00	\$ 9,813.00	\$ 9,813.00	
5	ACON Limited Contingency	1.00	\$ 4,000.00	\$ 4,000.00	
6	DB Fee 10%	1.00	\$ 5,700.90	\$ 5,700.90	
				\$ 0.00	
	CM3725			\$ 0.00	
	Six (6) months from effective date			\$ 0.00	
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ORIGINAL - FINANCE Shipping \$ 0.00
COPY - DEPARTMENT Total \$ 62,709.90

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.



7/16/2024

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.



7/16/2024

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.



7/17/2024

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.



7/23/2024

L.BELTON

Clerk:

Date: 7/24/2024

DESIGN-BUILD SERVICES CONTRACT
Nassau Crossing Park Splash Pad

THIS DESIGN-BUILD SERVICES CONTRACT (“**Contract**”), is made and entered into this²³ day of ^{July}, 2024 (the “**Effective Date**”), by and between the Nassau County Board of County Commissioners (the “**Owner**” or “**County**”), and ACON Construction Co., Inc., a Florida For Profit Corporation, with offices located at 3653 Regent Boulevard, Suite 401, Jacksonville, Florida 32224 (“**Design-Builder**”).

BACKGROUND FACTS

A. Owner issued NC24-009-RFP-Request for Proposals (the “**RFP**”) for Design/Build Services for a Splash Pad at Nassau Crossing Park (the “**Project**”), including all addenda issued thereto, a copy of which is contained on file with the County’s Procurement Department, for certain design-build services consisting of design, permitting and construction services as more particularly described in the RFP.

B. Based on Design-Builder’s Statement of Qualifications to the RFP (the “**SOQ**”), a copy of which is contained on file with the County’s Procurement Department, Design-Builder was selected by Owner as the design-builder best qualified to perform the services for the Project, and Owner awarded this Contract to Design-Builder pursuant to the Nassau County Purchasing Code.

C. Owner and Design-Builder have negotiated mutually satisfactory terms for the execution of the services for the Project.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained below, the Parties agree as follows:

1. BACKGROUND FACTS AND CAPITALIZED TERMS. The Background Facts set forth above are true and correct and are incorporated herein by this reference. Unless otherwise defined herein, all capitalized terms shall have the meanings given to them in the RFP, the Specific Conditions attached hereto as **Exhibit A**, and the Design Criteria Plans; provided, however, if the RFP, the Design Criteria Plans and the Specific Conditions define the same term differently or different terms are defined in the same way, then such terms will be construed in the context of the document in which the term is defined.

2. INCORPORATION OF RFP AND SOQ TERMS. The RFP and SOQ are incorporated herein by this reference and the terms and conditions set forth therein shall be binding upon Design-Builder in this Contract.

3. PERFORMANCE OF PROJECT SERVICES. Design-Builder shall perform the following services for the Project:

A. Design-Builder shall provide sixty percent (60%) design drawings and permitting initiation for the Project as set forth in the RFP. Design-Builder will develop a concept design to meet the criteria in the RFP documents and information obtained from meetings with County

Officials to ensure the Project goals are achieved.

- B.** If any services, functions or responsibilities not specifically described in the RFP or this Contract are necessary for the proper performance and provision of the Work, they shall be deemed to be implied by and included within the services for the Project to the same extent and in the same manner as if specifically described in this Contract. The Design-Builder shall be responsible for providing the equipment, supplies, personnel (including management, employees, and training), and other resources as necessary to provide the Work. The Design-Builder accepts the special relationship established between itself and Owner by this Contract. The Design-Builder covenants with Owner that it is an expert in the design, permitting and construction of the Project to be requested herein by Owner, and will cooperate with Owner, its representatives, program managers, and construction managers in fostering the interests of Owner with respect to the Project. The Design-Builder shall employ sound business administration and superintendence to complete the Project in a manner consistent with the best interests of Owner.

4. TERM. This Contract shall commence on the Effective Date and shall continue and remain in full force and effect for one (1) year thereafter until earlier the expiration, or earlier termination as provided in this Contract or the RFP. In the event that this 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.

5. CONTRACT DOCUMENTS. In the event of any inconsistency, conflict or ambiguity between or among the following specified contract documents (collectively, "**Contract Documents**"), the Contract Documents shall take precedence in the following order:

- a.** All written modifications, amendments, including Amendments to this Design-Build Contract, and change orders;
- b.** This Contract, including all exhibits attached hereto and incorporated herein, including Exhibit A, Specific Conditions;
- c.** SOQ;
- d.** Design and construction documents prepared and approved in accordance with the Design Criteria Plans;
- e.** Design Criteria Plans; and
- f.** RFP and Design-Builder's Response.

The Contract Documents are intended to be complementary and interpreted in harmony

so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.

6. OWNERSHIP OF WORK PRODUCT.

A. Design-Builder shall deliver to Owner for approval and acceptance, and before being eligible for final payment of any amounts due, all drawings, maps and plats; the originals of specifications; the approved as-built drawings if Design-Builder has performed contract administration; true copies of all computations, survey notes and diaries; and copies of memoranda and pertinent correspondence pertaining to the work (including a copy of all computer disks containing any of the aforementioned data). Design-Builder shall provide a copy of all CADD work on computer disks in the Autocad drawing format or the transfer DFX format. CADD work shall conform with the current CADD standards of the Engineering Division of Owner. All such documents described in this Section 6.A (collectively referred to as "**Work Products**") shall become the property of Owner. Design-Builder shall not be liable for any re-use of such Work Products for other than the specific purpose intended without Design-Builder's written verification or adaptation thereof. Design-Builder and Owner agree that said Work Products shall be considered as works made for hire under the United States Copyright laws. Owner shall have the absolute and exclusive right to own and use all the Work Products together with any and all copyrights, patents, trademark and service marks associated with the Work Products. The use of the Work Products in any manner by Owner shall not support any claim by Design-Builder for additional compensation.

B. Upon termination of the Contract for any reason prior to Project completion, all Work Products completed up through the date of termination and paid for by Owner under the terms of this Contract shall become the property of Owner as set forth in Section 6.A above.

C. In addition to any other indemnifications from the Design-Builder to Owner in the Contract Documents, Design-Builder will, at its expense, defend all claims, actions or proceedings against Owner based on any allegation that the Work Products, or any part of the Work Products, constitutes an infringement of any copyright, patent or any other intellectual property right, and will pay to Owner all costs, damages, charges, and expenses occasioned to Owner by reason thereof. Owner will give Design-Builder written notice of any such claim, action or proceeding and, at the request and expense of Design-Builder, Owner will provide Design-Builder with available information, assistance and authority for the defense. If, in any action or proceeding, the Work Products, or any parts thereof, are held to constitute an infringement, Design-Builder will forthwith either secure for Owner the right to continue using the Work Products or will, at Design-Builder's expense, replace the infringing items with non-infringing Work Products or make modifications as necessary so that the Work Products no longer infringe. Design-Builder will obtain and pay for all patent, copyright and other intellectual property royalties and license fees required in respect of the Work Products.

7. CONTRACT TIME.

A. Date of Commencement. The services for the Project shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("***Date of Commencement***"), unless the parties mutually agree otherwise in writing. For purposes of this Contract, a "***Notice to Proceed***" shall mean the written notification by Owner to Design-Builder to proceed with the construction of the Project.

B. Substantial Completion and Final Completion. For purposes of this Contract, "Substantial Completion" shall be defined as in the Specific Conditions. Substantial Completion shall be achieved by the date set forth in the Notice to Proceed for the Project (the "***Scheduled Substantial Completion Date***"). Guaranteed Completion of the Project shall be achieved by the date as set forth in the Amendment to Design-Build Contract ("***Guaranteed Completion Date***"). Design-Builder shall resolve all items on the Substantial Completion punch list to Owner's satisfaction and acceptance by the Guaranteed Completion Date. All of the dates set forth in this Section shall be subject to adjustment in accordance with the Specific Conditions.

C. Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in any Amendment to Design-Build Contract for the Project.

D. Liquidated Damages. Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date contained in the Notice to Proceed and Amendment to Design-Build Contract, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by one (1) day after the Scheduled Substantial Completion Date (the "***LD Date***"), Design-Builder shall pay Owner the amount specified in the Amendment to Design-Build Contract as liquidated damages for each day that the Substantial Completion extends beyond the LD Date. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature incurred by Owner which are occasioned by any delay in achieving Substantial Completion by the Scheduled Substantial Completion Date and shall be Owner's sole remedy for the delay. Design-Builder understands and agrees that liquidated damages are to be paid not as a penalty, but as compensation to Owner as a fixed and reasonable liquidated damages for losses that Owner will suffer because of such default, whether through increased administrative and engineering costs, interference with Owner's normal operations, other tangible and intangible costs, or otherwise, which costs will be impossible or impractical to measure or ascertain with any reasonable specificity. Liquidated damages may, at Owner's sole discretion, be deducted from any monies held by Owner that are otherwise payable to Design-Builder.

8. CONTRACT AMENDMENTS.

Pursuant to Section 3 hereinabove, the Design-Builder shall provide the following services for the Project under this Contract: Provision of sixty percent (60%) design drawings and permitting initiation for the Project as set forth in the RFP. Design- Builder will develop a concept design to

meet the criteria in the RFP documents and information obtained from meetings with County Officials to ensure the project goals are achieved.

- A.** The Design-Builder shall submit the sixty percent (60%) design drawings and permitting initiation for the Project to the County for its review. County may, in its sole discretion, elect to approve or reject the design drawings and permitting initiation. If the County rejects the design drawings and permitting initiation, the Design-Builder shall rework the said design drawings and permitting initiation to County's satisfaction. Upon receiving the County's approval of the sixty percent (60%) design drawings and permitting initiation, the Parties will negotiate an amended Guaranteed Maximum Price (GMP) and amended Guaranteed Completion Date pursuant to the procedures in Section 10.B-D. and will execute an Amendment to the Design-Build Contract in the form attached hereto as **Exhibit B** for the completion of the Project. Owner shall have no liability or obligations to Design-Builder prior to Owner's issuance of a Notice to Proceed issued pursuant to an Amendment to Design-Build Contract for the Project. The Amendment to Design-Build Contract shall contain: (1) a specific description of the Project; (2) Guaranteed Maximum Price (GMP) in accordance with Section 10 herein plus the negotiated lump sum Cost of the Work (as defined in Section 9.B hereof), subject to any adjustments made in accordance with the Specific Conditions; (3) a Scheduled Substantial Completion Date; (4) Guaranteed Completion Date; (5) the amount of liquidated damages in accordance with Section 7.D; and (6) an updated Maximum Indebtedness amount under this Contract.

9. MAXIMUM INDEBTEDNESS; PAYMENTS TO DESIGN-BUILDER.

A. Maximum Indebtedness. Owner's maximum indebtedness for the services for the Project under this Contract shall not to exceed Sixty-Two Thousand Seven Hundred and Nine Dollars and Ninety Cents (\$62,709.90) ("**Maximum Indebtedness**"). The Maximum Indebtedness amount may be increased via an Amendment to the Design Build Contract pursuant to the terms of Section 8 hereinabove.

B. Cost of the Work. The term "Cost of the Work" shall mean costs reasonably incurred by Design-Builder in the proper performance of the Work required for the Project. The Cost of the Work shall include only the following:

- i.** Wages of direct employees of Design-Builder performing the Work at the Sites or, with Owner's agreement, at locations off the Sites.
- ii.** Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Sites or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.

- iii. Wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices who are performing functions required to complete the Work. The reimbursable costs of personnel stationed at Design-Builder's principal or branch offices shall include a markup to compensate Design-Builder for the Project-related overhead associated with such personnel.
- iv. Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under this Section.
- v. The reasonable and documented portion of the cost of travel, accommodations and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work.
- vi. Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any required insurance and bond premiums incurred by Subcontractors and Design Consultants.
- vii. Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work.
- viii. Costs less salvage value of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.
- ix. Costs of removal of debris and waste from the Sites.
- x. The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site(s) office(s), including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying, and DSL internet services.
- xi. Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Sites, whether rented from Design-

- Builder or others, and incurred in the performance of the Work.
- xii.** Premiums for insurance and bonds required by this Contract or the performance of the Work, including, but not limited to, errors and omissions insurance, including any sub-contractors bonds as Design-Builder deems appropriate.
 - xiii.** All fuel and utility costs incurred in the performance of the Work.
 - xiv.** Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work.
 - xv.** Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents.
 - xvi.** Deposits which are lost, except to the extent caused by Design-Builder's negligence.
 - xvii.** Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property to the extent not covered by Design-Builder's insurance.
 - xviii.** Other documented costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.
 - xix.** Design-Builder Firm, when qualified, may self-perform all or a portion of the Work for any item listed on the estimate or GMP breakdown where it is deemed advantageous due to schedule or economic benefit for the direct cost of the Work.
 - xx.** Costs of all reproductions used for bidding or information purposes required by the Project to directly benefit the Project.
 - xxi.** Costs for watchmen and security services for the Project.
 - xxii.** Costs for such temporary facilities during construction, as approved by Owner, including temporary water, heat, power, sanitary facilities, telephones, radios and computers with software.
 - xxiii.** Costs for efficient logistical control of the Sites, including horizontal and vertical transportation and materials and personnel. Also, costs for adequate storage.

C. Non-Reimbursable Costs.

The following shall be excluded from the Cost of the Work:

- i. Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 9.D (i)-(iii) hereof.
- ii. Overhead and general expenses, except as provided for in Section 9.D hereof, or which may be recoverable for changes to the Work.
- iii. The cost of Design-Builder's capital used in the performance of the Work.
- iv. Once the parties have agreed on a GMP, costs that would cause the GMP, as may be adjusted in accordance with the Contract Documents, to be exceeded.
- v. Any costs incurred by Design-Builder arising out of Design-Builder's, or its employees', agents', contractors' and subcontractors', errors, negligent or wrongful acts or omissions in performing the Work.

10. GUARANTEED MAXIMUM PRICE (GMP).

A. GMP Established after Execution of this Agreement

- i. **GMP Proposal.** Design-Builder shall submit a GMP Proposal to Owner for the Project which shall include the following, unless the parties mutually agree otherwise:
 - a. A proposed GMP, which shall be the sum of:
 - 1) the negotiated lump sum Cost of the Work as defined in Section 9.B hereof; and
 - 2) For purposes of this Contract, "Contingency" means the amount set forth in the SOQ in the amount of Four Thousand Dollars (\$4,000.00), and which amount is available for Design-Builder's exclusive use for costs that are incurred in performing the Work that are not included in a specific line item or which would be the basis for a Change Order under the Contract Documents. By way of example, and not as a limitation, such costs include trade

buy-out differentials, overtime and acceleration. The Contingency is not available to Owner for any reason, including changes in scope or any other item which would enable Design-Builder to increase the GMP under the Contract Documents. In no event shall the Contingency be used by Design-Builder to pay for Non-Reimbursable Costs, as defined in Section 9.C. Design-Builder shall provide Owner with notice of all anticipated charges against the Contingency and any Contingency amount remaining unused upon Final Payment shall be returned to Owner.

- b. A list of the drawings and specifications, including all addenda, used as the basis for the GMP Proposal;
- c. A list of the assumptions and clarifications made by Design-Builder in the preparation of the GMP Proposal, which list is intended to supplement the information contained in the drawings and specifications;
- d. The allowable construction time upon which the proposed GMP is based, and a schedule upon which the Scheduled Substantial Completion Date is based;
- e. A list of allowances and a statement of their basis;
- f. A schedule of alternate prices;
- g. A schedule of unit prices;
- h. A statement of Additional Services; and
- i. The time limit for acceptance of the GMP Proposal.

B. Review and Adjustment to GMP. Upon receipt of the County's approval of the sixty percent (60%) design drawings and permitting initiation as set forth in Section 8 hereinabove, the Design-Builder shall submit to the County a Final GMP Proposal. If Owner has any comments regarding the GMP Proposal or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If

appropriate, Design-Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the GMP Proposal.

- C. Acceptance of Final GMP Proposal.** If Owner accepts the Final GMP Proposal, as may be amended by Design-Builder and Owner, Owner shall submit the Final GMP Proposal to the County's Evaluation Committee for approval. Upon obtaining approval from the County's Evaluation Committee, Owner and Design-Builder will execute an Amendment to Design-Build Contract.
- D. Failure to Accept the Final GMP.** If Owner rejects the Final GMP Proposal, or fails to notify Design-Builder in writing on or before the date specified in the Final GMP Proposal that it accepts the Final GMP Proposal, the Final GMP Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

- a. Owner may suggest modifications to the Final GMP Proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the Final GMP Proposal shall be deemed accepted and the parties shall proceed in accordance with Section 10.A.iii above;
- b. Owner may abandon pursuit of the Project with this Design-Builder and terminate this Contract in accordance with the terms herein.

11. PROCEDURE FOR PAYMENT.

A. Progress Payments.

- i. Prior to submitting its first Application for Payment, Design-Build Firm shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Design-Build Firm's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit "C".
- ii. Prior to submitting its first Monthly Application for Payment, Design-Build Firm shall submit to County a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date of construction.

- iii. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

- iv. Design-Build Firm shall submit its Applications for Payment to the County on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Design-Build Firm indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Design-Build Firm may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Design- Build Firm may submit a written request to the County Manager for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Design-Build Firm.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Design-Build Firm the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

- v. Monthly payments to Design-Build Firm shall in no way imply approval or acceptance of Design-Build Firm's work.

- vi. Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit "D", showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in

full. The County shall not be required to make payment until and unless these affidavits are furnished by Design-Build Firm.

B. Retainage on Progress Payments. Except for applications for payment for work performed relating to the Design Phase, County shall retain five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the County for payment, whichever is less, up to fifty percent (50%) completion. Thereafter, if on schedule, the County shall retain five percent (5%) of the gross amount of each payment request. Such sum shall be accumulated and not released to Design-Build Firm until final payment is due. Any interim interest on such sums shall accrue to County.

C. Final Payment.

- i. County shall make final payment to Design-Build Firm within thirty (30) calendar days after the Work is finally inspected and accepted by County in accordance with Section 6.7 of the Specific Conditions.
- ii. Design-Build Firm's acceptance of final payment shall constitute a full waiver of any and all claims by Design-Build Firm against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Design-Build Firm as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Design-Build Firm hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

12. TERMINATION FOR CONVENIENCE. The Owner may terminate this Contract for convenience as set forth below:

A. Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Contract. In such event, Design-Builder shall cease performing Work on the Project and Owner shall pay Design-Builder for the following:

- i. Up to receipt of notice of termination: (i) all Work actually, timely and faithfully rendered on the Project, including that portion of Design-Builder's fees equal to the percentage of Work completed and (ii) for proven and documented costs or expenses in connection with the Work required for the Project. Thereafter until the date of termination, only for such services as are specifically authorized in writing by Owner, and
- ii. Fair compensation either by purchase or rental, at the election of Owner, for any equipment obtained by Design-Builder and used for the Project.

B. If Owner terminates this Contract pursuant to Section 12.A above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Products shall be as set forth in Section 6 hereof.

13. REPRESENTATIVES OF THE PARTIES.

A. Owner's Representatives.

Owner designates the individual listed below as its Representative ("Owner's Representative"), which individual has the authority and responsibility for avoiding and resolving disputes relating to this Contract:

Jay Robertson, Parks Director
45195 Musslewhite Road
Callahan, FL 32011

B. Design-Builder's Representatives.

Design-Builder designates the individual listed below as its Representative ("Design-Builder's Representative"), which individual has the authority and responsibility for avoiding and resolving disputes relating to this Contract:

Frank Anderson, Vice President
3653 Regent Boulevard
Suite 401
Jacksonville, FL 32224

14. NOTICES. Unless otherwise provided herein, any and all notices, which are permitted or required in this Contract, shall be in writing and shall be duly delivered and given when personally served, or the next business day after such notice is sent by overnight delivery service by a nationally recognized courier such as Federal Express or UPS with delivery charges paid by the sender, or three (3) business days after such notice is mailed to the person at the address designated below. If notice is mailed, the same shall be mailed, postage prepaid, in the United States mail by certified or registered mail – return receipt requested. Failure to accept certified or registered mail shall be deemed a receipt thereof within ten (10) days after the first notice of delivery of the certified or registered mail. Any entity may change its address as designated herein by giving notice thereof as provided herein or such other address either party from time to time specifies in writing to the other.

If to the Owner: Jay Robertson, Parks Director
45195 Musselwhite Road
Callahan, FL 32011

If to Design-Builder: David Sypniewski, President
3653 Regent Boulevard
Suite 401
Jacksonville, FL 32224

With a copy to: Frank Anderson, Vice President
3653 Regent Boulevard
Suite 401
Jacksonville, FL 3224

15. MISCELLANEOUS PROVISIONS.

A. Dates and Time Periods. Should the date for the giving of any notice, the performance of any act, or the beginning or end of any period provided for herein fall on a Saturday, Sunday or other legal holiday, such date shall be extended to the next succeeding business day which is not a Saturday, Sunday or legal holiday.

B. Governing Law. This Contract shall be governed and interpreted under the laws of the State of Florida. The venue shall be Nassau County, Florida.

C. Amendments. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

D. Headings. The paragraph headings used in this Contract are for convenience purposes only and shall not be used in the interpretation of this Contract.

E. Exhibits. All Exhibits attached hereto are incorporated herein by this reference and made a part of this Contract.

F. Counterparts. The Contract may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) agreement, but in making proof of the Contract, it shall not be necessary to produce or account for

G. Severability. The provisions of this Contract are severable, and if any provision of any part hereof or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Contract and the

application of such provisions or part hereof to other persons or circumstances shall not be affected thereby.

H. Approvals. Design-Builder represents and warrants to Owner that Design-Builder has full right and authority to execute and perform its obligations under the Contract, and Design-Builder and the person(s) signing this Contract on Design-Builder's behalf represent and warrant to Owner that such person(s) are duly authorized to execute this Contract on Design-Builder's behalf without further consent or approval by anyone. Design-Builder shall deliver to Owner promptly upon request all documents reasonably requested by Owner to evidence such authority.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.

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

NASSAU COUNTY, FLORIDA

ACON Construction Co., Inc.

Taco E. Pope, AICP 7/23/2024
By: Taco E. Pope
Its: Chair (or designee)

Frank Anderson
By: Frank Anderson
Date: 7/22/2024
Its: VP Operations
Address: 3653 Regent Blvd., suite 401
Jacksonville, FL 32224

ATTEST TO CHAIR'S SIGNATURE

Approved as to form by County Attorney

N/A
John A. Crawford, Ex-Officio Clerk

Denise C. May, Esq., BLS
Denise C. May, County Attorney

Date: N/A

Date: 7/23/2024

Exhibit "A"

**Specific Conditions
(Design-Build Contract)**

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Article 1

General

1.1 Mutual Obligations

1.1.1 Owner and Design-Builder commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions

1.2.1 *Contract* refers to the executed agreement between Owner and Design-Builder pursuant to a contract award issued by the County's Procurement Department in accordance with the RFP to perform design-build services for the Project.

1.2.2 *Day* or *Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.3 *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder or Subcontractor, to furnish design services required under the Contract Documents.

1.2.4 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.5 *Specific Conditions of Contract* refer to this *Specific Conditions of Contract*, which shall be incorporated into the Contract by reference and made a part thereof.

1.2.6 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.7 *Site* is the land or premises on which the Project(s) is/are located.

1.2.8 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work required for the Project and shall include materialmen and suppliers.

1.2.9 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work required for the Project and shall include materialmen and suppliers.

1.2.10 *Substantial Completion* is the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete so that Owner can occupy and use the Project or a portion thereof for its intended purposes.

1.2.11 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents to complete the Project.

1.2.12 *RFP* shall mean the NC24-009-RFP-Request for Proposals for Design/Build Services for Splash Pad at Nassau Crossing Park issued by Owner for the Work.

Unless otherwise defined in these Specific Conditions, all capitalized terms contained herein shall have the same meaning as given to them in the RFP.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner's Representative and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

2.1.2 Design-Builder shall provide Owner with a monthly status report detailing the progress of the Work for the Project, including whether (i) the Work is proceeding according to schedule, (ii) discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) health and safety issues exist in connection with the Work, and (v) other items require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the GMP and within the Contract Time(s). In addition, Design-Builder shall provide Owner with a log of submittals, Change Orders, and shop drawings.

2.1.3 Design-Builder shall prepare and submit a schedule for the execution of the Work for the Project for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of and response to the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.2 Design Professional Services

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work for the Project consistent with the Contract

Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.3 Standard of Care for Design Professional Services

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project. Notwithstanding the preceding sentence, if the parties agree upon specific performance standards for any aspect of the Work, which standards are to be set forth in the Amendment to Design-Build Contract entitled "Performance Standard Requirements," the design professional services shall be performed to achieve such standards.

2.4 Design Development Services

2.4.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any significant changes or deviations from the Contract Documents, or, if applicable, previously submitted design submissions. Minutes of the meetings will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

2.4.2 Design-Builder shall submit to Owner "Construction Documents" setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth Section 2.4.1 above. After Owner's issuance of a Notice to Proceed, Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

2.4.3 Owner's review and approval of interim design submissions and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work; provided, however, nothing in this 2.4.4 authorizes work not expressly and in writing agreed to by Owner pursuant to an amendment to the Contract.

2.5 Legal Requirements

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 The Contract Price and/or Contract Time(s) for the Project may be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of Notice to Proceed affecting the performance of the Work. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits

2.6.1 Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.6.2 Owner will provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Owner's responsibility.

2.7 Design-Builder's Construction Phase Services

2.7.1 Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents. Owner may provide additional inspection and testing services, but Owner shall not be obligated to provide such services.

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance.

2.7.4 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.7.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.8 Design-Builder's Responsibility for Project Safety

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall perform periodic safety inspections of the Site and correct any conditions on the Site determined to be unsafe from said inspection as soon as practicable.

2.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.9 Design-Builder's Warranty

2.9.1 Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work by persons other than Design-Builder or anyone for whose acts Design-Builder may be liable. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.10 Correction of Defective Work

2.10.1 Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by the Contract Documents, at no additional cost to Owner.

2.10.2 Design-Builder shall, within fourteen (14) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such fourteen (14) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the fourteen (14) day periods identified herein shall be deemed inapplicable.

2.10.3 The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule, as approved by Owner.

3.2 Furnishing of Services and Information

3.2.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, within ten (10) days after execution of the Contract, for Design-Builder's information and use the following, all of which Design-Builder is entitled to rely upon in performing the Work:

3.2.1.1 To the extent available, surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

3.2.1.2 To the extent available, geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

3.2.1.3 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

3.2.1.4 To the extent available, a legal description of the Site;

3.2.1.5 To the extent available, as-built and record drawings of any existing structures at the Site; and

3.2.1.6 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

3.3 Owner's Representative

3.3.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work.

3.4 Government Approvals and Permits

3.4.1 Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees necessary to perform and construct the Work.

3.5 Owner's Separate Contractors

3.5.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall require its separate contractors to reasonably cooperate with, and coordinate their activities so as not to unreasonably interfere with Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions

4.1.1 Unless otherwise expressly provided herein or in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site that are not introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. Upon encountering any such Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Design-Builder may be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been materially adversely impacted by the presence of Hazardous Conditions.

4.1.5 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. Design-Builder and its Subcontractors shall comply with all Legal Requirements for the handling of such Hazardous Conditions and shall bear full responsibility for such Hazardous Conditions, including, but not limited to, payment and liability for the transportation, use and disposal of any hazardous materials under Design-Builder's control during the performance of the Work. Disposal of hazardous materials should only be at Owner approved facilities. Design-Builder shall provide Owner with appropriate documentation showing proper disposal of its hazardous materials.

4.1.6 In addition to the indemnity requirements in Article 7 below, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable or for violating any Legal Requirements for the handling of such Hazardous Conditions.

4.2 Differing Site Conditions

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder may be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

4.2.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than three (3) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements

5.1.1 Design-Builder's Insurance Requirements shall be as set forth in the RFP.

5.2 Bonds and Other Performance Security

5.2.1 Design-Builder's requirements as to performance and labor and material payment bonds shall be as set forth in the RFP.

Article 6

Payment

6.1 Schedule of Values

6.1.1 Prior to submitting its first Application for Payment, Design-Build Firm shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Design- Build Firm's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit "C".

6.2 Monthly Progress Payments

6.2.1 Prior to submitting its first Monthly Application for Payment, Design-Build Firm shall submit to County a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date of construction.

6.2.2 If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

6.2.3 Design-Build Firm shall submit its Applications for Payment to the County on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested

payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Design-Build Firm indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Design-Build Firm may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Design-Build Firm may submit a written request to the County Manager for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Design-Build Firm.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Design-Build Firm the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

6.2.4 Except for applications for payment for work performed relating to the Design Phase, County shall retain five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the County for payment, whichever is less, up to fifty percent (50%) completion. Thereafter, if on schedule, the County shall retain five percent (5%) of the gross amount of each payment request. Such sum shall be accumulated and not released to Design-Build Firm until final payment is due. Any interim interest on such sums shall accrue to County.

6.2.5 Monthly payments to Design-Build Firm shall in no way imply approval or acceptance of Design-Build Firm's work.

6.2.6 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit "D", showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Design-Build Firm.

6.3 Withholding of Payments

6.3.1 On or before the date established in the Contract, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Contract.

6.4 Right to Stop Work

6.4.1 If Owner fails to pay Design-Builder any undisputed amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof.

6.5 Design-Builder's Payment Obligations

6.5.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Article 7 hereof.

6.6 Substantial Completion

6.6.1 Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is substantially complete. Within ten (10) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents. If such Work is substantially complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.6.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to one and one-half (1 ½) times the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion, upon consent of Surety.

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be substantially complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.7 Final Payment

6.7.1 After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Contract, provided that Design-Builder has completed all of the Work in conformance with the Contract Documents.

6.7.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

6.7.2.1 an affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

6.7.2.2 a general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

6.7.2.3 consent of Design-Builder's surety to final payment;

6.7.2.4 all operating manuals, warranties and other deliverables required by the Contract Documents; and

6.7.2.5 certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

Article 7

Indemnification

7.1 To the fullest extent permitted by law, Design-Builder shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Construction itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Design-Builder or Design-Builder's officers, directors, members, partners, employees, or Subcontractors.

Article 8

Time

8.1 Obligation to Achieve the Contract Times

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Section 7 of the Contract.

8.2 Delays to the Work

8.2.1 If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, wars, floods, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God.

8.2.2 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder also may be entitled, in Owner's reasonable discretion, to an appropriate adjustment of the Contract Price as set forth in Section 10.1 below; provided, however, that the Contract Price shall not be adjusted for those events set forth in Section 8.2.1 above that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

Article 9

Changes in the Project

9.1 Change Orders. The Owner, without invalidating the Contract, may order Changes in the Project within the general scope of the Contract consisting of additions, deletions or other revisions, the GMP, and the Construction Completion Date, being adjusted accordingly. All changes in the Project not covered by an authorized contingency shall be authorized by Change Order.

9.1.1 Change Order Definition - A Change Order is a written order on an approved change order form under the authorization of the County to the Design-Builder signed by the Owner issued after the issuance of Notice to Proceed authorizing a Change in the Project, the Design-Builder's fee, or the Construction Completion date. Each adjustment in the GMP resulting from a change order shall clearly separate the amount attributable to the Cost of the Project. Execution of a Change Order by the Design-Builder serves as a waiver and an accord and satisfaction of all issues related to the work identified in the Change Order.

9.1.2 Acceptable Ways Of Determining Increases Or Decreases In the GMP On Change Orders The increase or decrease in the Guaranteed Maximum Price resulting from a change in the Project shall be determined in one or more of the following ways:

9.1.2.1 by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Owner;

9.1.2.2 by unit prices stated in the Contract or subsequently agreed upon, if less;

9.1.2.3 by Cost of Work as defined in Section 9.D of the Contract and a mutually acceptable fixed or percentage fee if less than the negotiated fee; or

9.1.2.4 by the method provided in Subparagraph 9.1.3.

9.1.3 Itemized Accounting On Change Orders - If none of the methods set forth in Section 9.1.2 is agreed upon, the Design-Builder, provided he receives a written order signed by the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the reasonable expenditures and savings of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, the Owner will establish an estimated cost of the

work and the Design-Builder shall not perform any work whose cost exceeds that estimate without prior written approval by the Owner. In such case, and also under Section 9.1.2 above, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data organized and maintained consistent with reasonable generally accepted accounting principals and practices of the increase in the Cost of Work of the Project as outlined in Section 9.D of the Contract. The amount of decrease in the Guaranteed Maximum Price to be allowed by the Design-Builder to the Owner for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease.

9.1.4 Adjustments In Unit Prices & GMP Due To Inequitable Quantity Changes - If unit prices are stated in the contract amendment or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or the Design-Builder, the applicable unit prices and Guaranteed Maximum Price may be equitably adjusted.

9.1.5 Concealed Conditions - Should concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Drawings, Specifications, or Owner furnished information or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered in work of the character provided for in the Contract, be encountered, the Guaranteed Maximum Price and the Construction Completion date shall be equitably adjusted by Change Order upon a request for Change Order in accordance with Section 9.1.

9.2 Claims For Additional Cost Or Time

All claims for additional cost or time shall be made by request for a change order submitted as provided in this Article. If there is any time delay or disruption during the Project, the Substantial Completion date shall be extended by Change Order. Design-Builder must provide a time impact analysis justifying any request for equitable time extension.

Only delays or disruptions which are determined to extend the critical path for the schedule or constructing the Project will result in a time extension. Neither the Owner nor the Design-Builder shall be considered to own the schedule float time.

No Owner's representative has the authority to allow or require constructive acceleration; actual acceleration shall only be compensable upon specific written approval by the Owner after receipt of an acceptable time impact analysis and evaluation of a recovery schedule that would reasonably justify such action.

9.3 Minor Changes In The Project

The Owner's Representative will have authority to order minor changes in the Project not involving an adjustment in the Guaranteed Maximum Price or an extension of the Construction Completion Date and not inconsistent with the intent of the Drawings and Specifications. Such changes shall be effected by written order. Changes shall be approved by the Owner's Representative.

9.4 Emergencies

In any emergency affecting the safety of persons or property, the Design-Builder shall act at his discretion, to prevent threatened damage, injury or loss. Any increase in the Guaranteed Maximum Price or extension of time claimed by the Design-Builder on account of emergency work shall be determined as provided in this Article 9.

Article 10

Contract Disputes

10.1 Contract Disputes

10.1.1 In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to Design-Builder pursuant to Section 14 of the Contract. The written notification shall set forth the County's interpretation of the terms of this Contract.

10.1.2 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 Design-Builder. Design-Builder 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. 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 Design-Builder. Design-Builder expressly agrees that the foregoing constitutes its sole and exclusive remedies for delays or disruptions and changes in such work and eliminate any other remedies for claim for increase in the contract price relating to accidents, disruption or delays, changes in the work, damages, losses or additional compensation.

10.2 Duty to Continue Performance

10.2.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Design-Builder, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

Article 11

Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work

11.1.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work on the Project. Such suspension shall not exceed ninety (90) consecutive days or aggregate more than one-hundred twenty (120) days during the duration of the Project.

11.1.2 Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of Work by Owner.

11.2 Owner's Right to Perform and Terminate for Cause

11.2.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents (each of the foregoing an "Event of Default" or "Default"), then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an Event of Default, Owner may provide written notice to Design-Builder that it intends to terminate the Contract unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Contract terminated for default by providing written notice to Design-Builder of such declaration.

11.2.3 Upon declaring the Contract terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, Design-Builder will only be entitled to be paid for Work performed prior to its Default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages,

costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the re-procurement and defense of claims arising from Design-Builder's Default.

11.2.4 If Owner improperly terminates the Contract for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 8 of the Contract.

11.3 Design-Builder's Right to Stop Work

11.3.1 Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop Work for the following reason:

11.3.1.1 Owner's failure to pay undisputed amounts properly due under Design-Builder's application for Payment within thirty (30) days after the due date.

11.3.2 Should the event set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. If owner does not cure the problem within such seven (7) day period, Design-Builder may stop Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

11.4 Design-Builder's Right to Terminate for Cause

11.4.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Contract for cause for the following reasons:

11.4.1.1 The Work has been stopped for ninety (90) consecutive days, or more than one-hundred twenty (120) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible or the events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God..

11.4.1.2 Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for ninety (90) consecutive days, or more than one-hundred twenty (120) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.4.1.3 Owner's failure to cure the problem set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Contract unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure,

such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Contract terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Contract for its convenience under Article 8 of the Contract.

11.5 Bankruptcy of Design-Builder

11.5.1 If Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.5.1.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.5.1.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Contract within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Contract, declare the Contract terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

Article 12

Miscellaneous

12.1 Amendments

The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

12.2 Accuracy of Work

Design-Builder shall be responsible for the accuracy of its work, including work by any subcontractors, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of Design-Builder or subcontractors without additional compensation. Acceptance of the work by the Owner shall not relieve Design-Builder of

the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities. At any time during the construction of the Project provided for by the Contract Documents or during any phase of work performed by others based on data furnished by Design-Builder under the Contract, Design-Builder shall confer with the Owner for the purpose of interpreting the information furnished and/or to correct any errors and/or omissions made by Design-Builder. Design-Builder shall prepare all drawings or data to correct its errors and/or omissions without added compensation, even though final payment may have already been received therefore. Design-Builder shall be and shall remain liable, in accordance with applicable law, for all damages to the Owner caused by Design-Builder's breach of contract or its negligent performance of any of the services furnished under the Contract. Design-Builder shall not be responsible for any time delays in the Project caused by circumstances beyond Design-Builder's control.

12.3 Public Utilities and Permitting Authorities

Where privately, publicly or cooperatively owned utility companies will require re-arrangements in connection with the proposed construction, and when certain permits will be required for construction, Design-Builder shall make the necessary contacts and confer with the owners of such utilities regarding the requisite revisions in their facilities, apprising the Owner of the results of all such contacts. Design-Builder shall make no commitments with utilities or permitting authorities which are binding upon the Owner. Owner shall conduct all negotiations with public utilities and authorities. However, Design-Builder shall participate in such negotiations at the request of the Owner.

12.4 Independent Contractor

In the performance of the Contract, Design-Builder shall be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venturer or associate of the Owner. Design-Builder shall be solely responsible for the means, methods, techniques, sequences and procedures utilized in the full performance of the Contract.

12.5 Harmony

Design-Builder hereby agrees that he will exert every reasonable and diligent effort to assure that all labor employed by Design-Builder and his Subcontractors for work on the Project shall work in harmony with and be compatible with all other labor being used by building and construction contractors now or hereafter on the site of a project. Design-Builder further agrees that this provision will be included in all subcontracts of the Subcontractors as well as Design-Builder's own contract; provided, however, that this provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

12.6 Apprentices

If Design-Builder employs apprentices on the Project, the behavior of the Design-Builder and the Owner shall be governed by the provisions of Chapter 446, Florida Statutes, and by applicable standards and policies governing apprentice programs and agreements established by the Division of Labor of the State of Florida Department of Labor and Employment Security. Design-Builder will include a provision similar to the foregoing sentence in each subcontract.

12.7 E-verify.

- 12.7.1** Design-Builder 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 Design-Builder during the term of this Contract to work in Florida. Additionally, if Design-Builder uses subcontractors to perform any portion of the work (under this Contract), Design-Builder 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.
- 12.7.2** Design-Builder 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 Design-Builder's enrollment in the program. This includes maintaining a copy of proof of the Design-Builder's and subcontractors' enrollment in the E-Verify program. If Design-Builder enters into a contract with a subcontractor, the subcontractor shall provide Design-Builder with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Design-Builder shall maintain a copy of such affidavit for the duration of the Contract.
- 12.7.3** 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, Design-Builder may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and Design-Builder is liable for any additional costs incurred by the County as a result of the termination of this Contract.

12.8 Prompt Payment to Subcontractors and Suppliers

12.8.1 Generally. When Design-Builder receives payment from Owner for labor, services, or materials furnished by subcontractors and suppliers hired by Design-Builder, Design-Builder shall remit payment due (less proper retainage) to those subcontractors and suppliers within 10 calendar days after Design-Builder's receipt of payment from Owner. Nothing herein shall prohibit Design-Builder from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such a dispute, Design-Builder may withhold the disputed portion of any such payment only after Design-Builder has provided notice to Owner and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to Owner and said subcontractor or supplier within 10 calendar days after Design-Builder's receipt of payment from Owner. Design-Builder shall pay all undisputed amounts due within the time limits imposed by this section.

12.9 Access and Audit of Records

- 12.9.1** Design- Builder shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the services and materials 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 Design-Builder.

Exhibit “B”

AMENDMENT TO DESIGN-BUILD CONTRACT

THIS AMENDMENT TO DESIGN-BUILD CONTRACT (“*Amendment*”) is made and entered into this ____ day of _____, 2024 (the “**Effective Date**”), by and between the Nassau County Board of County Commissioners (the “**Owner**” or “**County**”), and _____ (“**Design-Builder**”).

BACKGROUND FACTS

A. Owner and Design-Builder entered into that certain Design-Build Contract dated _____ for Design-Builder to perform the services for the Project as more particularly described in NC24-009-RFP-Request for Proposals for Design/Build Services for Splash Pad at Nassau Crossing Park issued by Owner (the “**Contract**”); and

B. Owner and Design-Builder desire to amend the Contract to incorporate the following Project terms negotiated by the parties as set forth herein.

NOW, THEREFORE, in mutual consideration of the provisions contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend the Contract as follows:

1. Background Facts. The Background Facts as set forth above are agreed to be true and correct and incorporated herein by this reference.

2. Capitalized Terms. Unless otherwise defined herein, all capitalized terms shall have the meanings given to them in the Contract.

3. Project Description. The purpose of this Amendment is to amend the Project Work as described more particularly in Exhibit A attached hereto.

4. Amendment to Section 9.A of the Contract. Section 9.A of the Contract is amended to increase the Maximum Indebtedness under the Contract, and Section 9.A. shall read as follows:

A. Maximum Indebtedness.

Owner’s maximum indebtedness under the Contract is an amount not to exceed (\$ _____ .00) (“Maximum Indebtedness”). The Maximum Indebtedness amount shall be increased via a Project Specific Contract Amendment.

5. **Scheduled Substantial Completion Date.** In accordance with Section 7.B of the Contract, the Scheduled Substantial Completion Date for the Project as agreed upon by the parties is _____ (____) days following the date of Owner's issuance of the Notice to Proceed for the Project.

6. **Guaranteed Maximum Price.** In accordance with Section 10 of the Contract, the Guaranteed Maximum Price for the Project as agreed upon by the parties is \$ _____.

7. **Guaranteed Completion Date.** In accordance with Section 7.B of the Contract, the Guaranteed Completion Date for the Project as agreed upon by the parties is ____ (____) days following the Scheduled Substantial Completion Date for the Project.

8. **Liquidated Damages.** In accordance with Section 7.D of the Contract, the liquidated damages for each day that Substantial Completion extends beyond the LD Date for the Project as agreed upon by the parties is \$ _____.

9. **Authority.** Design-Builder represents and warrants to Owner that Design-Builder has full right and authority to execute and perform its obligations under the Contract as amended by this Amendment, and Design-Builder and the person(s) signing this Amendment on Design-Builder's behalf represent and warrant to Owner that such person(s) are duly authorized to execute this Amendment on Design-Builder's behalf without further consent or approval by anyone. Design-Builder shall deliver to Owner promptly upon request all documents reasonably requested by Owner to evidence such authority.

10. **Effectiveness; Ratification of the Contract.** The "Effective Date" shall be the latter date that either Owner or Design-Builder executes this Amendment. The provisions of the Contract shall remain in full force and effect except as expressly provided in this Amendment.

11. **Entire Agreement.** This Amendment is the entire agreement of the parties regarding the modifications to the Contract provided herein, and supersedes all prior agreements and understandings regarding such subject matter, and may be modified only by a writing executed by the party against whom the modification is sought to be enforced, and shall bind and benefit the parties and their respective successor, legal representatives and assigns.

12. **Counterpart Execution.** This Amendment may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) agreement, but in making proof of this Amendment, it shall not be necessary to produce or account for more than one such counterpart.

[The remainder of this page was intentionally left blank by the parties.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first written above.

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

ACON Construction Co., Inc.

By: _____

By: _____

Its: Chair (or designee)

Date: _____

Its: _____

Address: _____

ATTEST TO CHAIR'S SIGNATURE

Approved as to form by County Attorney

John A. Crawford, Ex-Officio Clerk

Denise C. May, County Attorney

Date: _____

Date: _____

Exhibit "C"

APPLICATION FOR PAYMENT

PROJECT: _____
VENDOR: _____

CONTRACT #: ____ 0 ____ **INVOICE #:** _____

Description Payment Account	Contract Value	Work Previously Completed	Work Completed this Invoice	Retainage Withheld	Current Payment Due	Contract Balance	Contract Balance with Retainage
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Retainage Payable					\$0.00		
Total(s)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

AMOUNT TO PAY: \$0.00

BOARD OF COUNTY COMMISSIONERS' STAFF APPROVALS:

SIGNATURE

DATE

Project Manager

 I attest that, to the best of my knowledge, the attached invoice reflects accurate quantities of the work in place and that the work was done in substantial conformance with applicable local, State, and/or Federal regulations, permits, and approved construction plans. If applicable, I also attest that, to the best of my knowledge, the attached invoice complies with the associated grant agreement and conditions.

Department Head/Managing Agent

 I attest that, to be best of my knowledge, the attached invoice reflects accurate quantities of the work in place and that the work was done in substantial conformance with applicable local, State, and/or Federal regulations, permits, and approved construction plans. Additionally, to be best of my knowledge, the attached invoice corresponds to a contract by and between Nassau County and the vendor, that the work invoiced is within the scope of that contract, and that the work has not been paid for otherwise. I further attest that to the best of my knowledge, the work set forth in the invoice is proceeding within the timeframe set forth in the contract and the dispute resolution portion of the contract has not been invoked. Further, the contracted C.E.I. (if applicable), has verified that the work was performed and notes are on file that indicates the work was performed.

Office of Management and Budget

 I attest that, to the best of my knowledge, funds are available for payment of invoice consistent with the funding plan approved by the Board of County Commissioners.

County Manager

 I attest that, to the best of my knowledge, the appropriate staff have reviewed and approved payment of this invoice and that no other conditions would prohibit releasing payment. Note: County Manager is not required to sign if invoice is less than \$100,000.

CLERK OF COURTS:

Clerk of Courts Approval _____

Financial Services Action

Special Instructions:

CHECK# _____

DATE: _____

Exhibit "D"

RELEASE AND AFFIDAVIT

COUNTY OF NASSAU
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of \$"----- paid, _____ ("Design-Build Firm") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Nassau County, Florida, ("County") relating in any way to the performance of the Agreement between Design-Build Firm and County dated _____, 20__ , for the period from _____ to _____

(2) Design-Build Firm certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Design-Build Firm agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Design-Build Firm of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Design-Build Firm's (monthly/final)

Application for Payment No. ____

DESIGN-BUILD FIRM:

By: -----
Its:..... President
Date:.....

Witnesses

[Corporate Seal]

STATE OF FLORIDA

COUNTY OF NASSAU

Sworn to (or affirmed) and subscribed before me by means of_ physical presence or
_ online notarization, this _ day of _____, 20__, by _____
as _____, of _____, a _____
corporation, on behalf of the corporation, who is _ personally known to me or _ produced
_____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name:.....
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any:_____

Certificate Of Completion

Envelope Id: 7329BDE1900C4281BF03733E8313B1DC	Status: Completed
Subject: Complete with DocuSign:CM 3725 Acon Construction-Design Build Nassau Cross...	
Source Envelope:	
Document Pages: 46	Signatures: 12
Certificate Pages: 7	Initials: 5
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Jennifer Kirkland
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	jkirkland@nassaucountyfl.com
	IP Address: 50.238.237.26


Record Tracking

Status: Original	Holder: Jennifer Kirkland	Location: DocuSign
7/16/2024 11:02:37 AM	jkirkland@nassaucountyfl.com	


Signer Events

Signer Events	Signature	Timestamp
Doug Podiak dpodiak@nassaucountyfl.com Facilities Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 7/16/2024 11:21:37 AM Viewed: 7/16/2024 1:39:49 PM Signed: 7/16/2024 1:40:02 PM
	Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	


Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Tracy Poore tpoore@nassaucountyfl.com OMB Admin Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 7/16/2024 1:40:04 PM Viewed: 7/16/2024 2:11:31 PM Signed: 7/16/2024 2:13:05 PM
	Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

chris lacambra clacambra@nassaucountyfl.com OMB Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 7/16/2024 2:13:08 PM Viewed: 7/16/2024 9:05:33 PM Signed: 7/16/2024 9:07:16 PM
	Signature Adoption: Pre-selected Style Using IP Address: 24.129.96.35	

Electronic Record and Signature Disclosure:
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Michelle Proctor riskmanagement@nassaucountyfl.com Security Level: Email, Account Authentication (None)		Sent: 7/16/2024 9:07:20 PM Viewed: 7/17/2024 7:46:09 AM Signed: 7/17/2024 7:46:50 AM
	Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	

Electronic Record and Signature Disclosure:
Accepted: 7/17/2024 7:46:09 AM
ID: 6960b634-0cb4-4b8e-b8de-9732075c6115

Signer Events	Signature	Timestamp
<p>Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None)</p>	<p><i>Lanaee Gilmore</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 7/17/2024 7:46:54 AM Viewed: 7/17/2024 4:56:54 PM Signed: 7/17/2024 5:02:22 PM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Frank Anderson fanderson@aconcci.com VP Operations Frank Anderson, ACON Constr Co Inc Security Level: Email, Account Authentication (None)</p>	<p><i>Frank Anderson</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.196.116.193</p>	<p>Sent: 7/17/2024 5:02:27 PM Viewed: 7/22/2024 7:04:18 AM Signed: 7/22/2024 7:11:02 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 7/22/2024 7:04:18 AM ID: 9f6a7369-9afb-4316-a2f4-248664a218f0</p>		
<p>Elizabeth Moore emoore@nassaucountyfl.com Assistant County Attorney Nassau County Security Level: Email, Account Authentication (None)</p>	<p><i>EM</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 7/22/2024 7:11:06 AM Viewed: 7/23/2024 12:19:06 PM Signed: 7/23/2024 12:21:22 PM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Denise C. May, Esq., BCS dmay@nassaucountyfl.com County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)</p>	<p><i>Denise C. May, Esq., BCS</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 7/23/2024 12:21:26 PM Viewed: 7/23/2024 12:26:03 PM Signed: 7/23/2024 12:26:18 PM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Taco E. Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)</p>	<p><i>Taco E. Pope AICP</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 7/23/2024 12:26:23 PM Viewed: 7/23/2024 12:27:40 PM Signed: 7/23/2024 12:27:49 PM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Jennifer Kirkland jkirkland@nassaucountyfl.com Nassau County BOCC Security Level: Email, Account Authentication (None)</p>	<p>Completed</p> <p>Using IP Address: 50.238.237.26</p>	<p>Sent: 7/23/2024 12:27:55 PM Viewed: 7/23/2024 1:08:32 PM Signed: 7/23/2024 1:09:40 PM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		

Signer Events	Signature	Timestamp
BOCC AP boccap@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None)	<i>L.BELTON</i> Signature Adoption: Uploaded Signature Image Using IP Address: 12.23.69.254	Sent: 7/23/2024 1:09:44 PM Viewed: 7/24/2024 10:28:09 AM Signed: 7/24/2024 10:28:15 AM

Electronic Record and Signature Disclosure:
Accepted: 2/4/2021 9:59:11 AM
ID: 6238f06a-a4ad-4d45-a7f5-929d04629059

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Clerk Admin BOCCClerkServices@nassauclerk.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/24/2024 10:28:20 AM Viewed: 7/25/2024 9:57:10 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Procurement procurement@nassaucountyfl.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/24/2024 10:28:20 AM Viewed: 7/24/2024 12:38:18 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Jay Robertson jrobertson@nassaucountyfl.com Parks and Recreation Director Nassau County BOCC Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/24/2024 10:28:21 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Jason Brown jbrown@nassaucountyfl.com Operations Manager Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/24/2024 10:28:22 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	7/16/2024 11:21:37 AM
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Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	7/24/2024 10:28:09 AM
Signing Complete	Security Checked	7/24/2024 10:28:15 AM
Completed	Security Checked	7/24/2024 10:28:22 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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

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

To advise County of Nassau of your new email address

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

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

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

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

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

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