

CHANGE ORDER APPROVAL FORM

CS-23-540

PROJECT: COURTROOM 3/C AND JUDICIAL CHAMBERS BUILDOUT

CHANGE ORDER NUMBER: 05

DATE: 07/23/2024

CONTRACT NUMBER: CM3393

TO CONTRACTOR: C.C. BORDEN CONSTRUCTION, INC.

Description: Difference in cost from original lift company used at bid time due to ADA codes.

Reason for Change Order: The ADA lift was changed due to the ADA Code as it relates to courtroom lifts between when the original courtrooms were constructed and today. The change also required the pit in the floor for the lift to be changed from 4.5" deep to 8" to accommodate the deeper required depth for the design of the new lift.

Original Contract Sum.....	\$	<u>1,351,977.00</u>
Net Change by Previous Change Order/Supplemental Agreement.	\$	<u>22,032.25</u>
Contract Sum Prior to This Change Order.....	\$	<u>1,374,009.25</u>
Amount of this Change Order (Add).....	\$	<u>42,548.92</u>
New Contract Sum Including this Change Order.....	\$	<u>1,416,558.17</u>

The Contract Time will be increased or decreased (select one) 0 days

Previous Substantial Completion: 03/20/2024 Previous Final Completion: 04/10/2024

New Substantial Completion: 04/04/2024 New Final Completion: 04/24/2024

APPROVED BY: Robert Companion DATE: 9/19/2024
 Department Head/Managing Agent

APPROVED BY: Ranace Kilmore DATE: 9/20/2024
 Procurement JP

APPROVED BY: Chris Lacambra DATE: 9/20/2024
 Office of Management and Budget

APPROVED BY: Denise C. May, Esq., BLS DATE: 9/23/2024 DJ
 County Attorney

APPROVED BY: Taco E. Popay AICP DATE: 9/23/2024
 County Manager

APPROVED BY: N/A
 John F. Martin, Chairman

DATE: _____

ATTEST: N/A
 John A. Crawford, Clerk of Courts

DATE: _____

Account No(s). 118 .160.712.71.040.0000.00000.562002.CTRM3

CHANGE ORDER REQUEST FORM

Nassau County Courthouse 3c Courtroom/ Judicial Chambers Buildout
PROJECT

No. 05

07/23/2024

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
COUNTY Contract / Purchase Order No.: CM3393
CONTRACTOR: C. C. BORDEN CONSTRUCTION, INC.

ENGINEER / ARCHITECT: PQH Group Design, Inc

The undersigned parties agree to amend this Contract to add an additional \$42,548.92 to the contract amount for the differenced in cost from the original lift company used at the time of bid due to ADA codes.

Attachments: N/A

<p>CHANGE IN CONTRACT PRICE:</p> <p>Original Contract Price</p> <p>\$ <u>1,351,977.00</u></p>	<p>CHANGE IN CONTRACT TIMES:</p> <p>Original Contract Times <u>294 Days</u></p> <p>Ready for Final Payment: <u>4/10/2024</u></p> <p>_____ (days and dates)</p>
<p>Net change from previous Change Orders No. <u>0</u> to No. <u>4</u></p> <p>\$ <u>22,032.25</u></p>	<p>Net change from previous Change Orders No. <u>0</u> to No. <u>4</u></p> <p><u>14 Days</u></p> <p>(days)</p>
<p>Contract Price prior to this Change Order</p> <p>\$ <u>1,374,009.25</u></p>	<p>Contract Times Prior to this Change Order</p> <p>Substantial Completion: <u>308 Days</u></p> <p>Ready for Final Payment: <u>4/24/2024</u></p> <p>(days and dates)</p>
<p>Net Increase of this Change Order</p> <p>\$ <u>42,548.92</u></p>	<p>Net Increase (decrease) of this Change Order</p> <p><u>N/A</u></p> <p>(days)</p>
<p>Contract Price with all approved Change Orders</p> <p>\$ <u>1,416,558.17</u></p>	<p>Contract Times with all approved Change Orders</p> <p>Substantial Completion: <u>308 days</u></p> <p>Ready for Final Payment: <u>04/24/2024</u></p> <p>(days and dates)</p>

RECOMMENDED:

By: Rob Hoenshel
Engineer/Architect (Authorized Signature)
Date: 9/16/2024

APPROVED:

By: Raymond Allbery
COUNTY (Authorized Signature)
Date: 9/16/2024

ACCEPTED:

By: Camille Borden
Contractor (Authorized Signature)
Date: 9/19/2024



C.C. BORDEN CONSTRUCTION, INC.

February 25, 2024

Attn: Ray Albury
Nassau County Capital Projects Management
96161 Nassau Pl
Yulee, FL 32097
Email: hoenshelr@pqh.com

RE: Nassau County Courthouse 3/C Courtroom/ Judicial Chambers BuildOut- COR 5

Ray,

Please find below our **additional** monies requested for adjusted scope. See detailed breakdown below:

- 1. Eletech Elevator Company – Difference in cost from original lift company used at bid time. The ADA Lift was changed due to the ADA Code as it relates to courtroom lifts between when the original courtrooms were constructed and today. The change also required the pit in the floor for the lift to be changed from 4.5” deep to 8” to accommodate the deeper required depth for the design of the new lift. (Original quote attached for reference.)

Labor and Material: \$39,923.93

- 2. CC Borden Construction

Subtotal:	\$39,923.93
OH&P 5%	\$1,996.19
Bond 1.5%	\$628.80

GRAND TOTAL this request: \$42,548.92

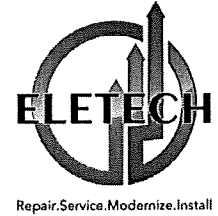
Do not hesitate to contact me with any questions.

Sincerely,

Camille C. Borden
President

The revised Change Order is per our conference call and splits the cost differential between the ADA Code compliant lift required now and the original quote provided in costs included in the contractos's bid and is acceptable to PQH.
Robert D. Hoenshel, AIA 7/3/24

Eletech Elevator Company
14286 Beach Blvd - Suite 19-270
Jacksonville, FL 32250
Edwin Langley – Sales Manager
edwin@eletechelevator.com
Mobile: 904.707.6168



February 15th 2024

Via Email: 6-pages

Joy Howell
CC Borden Construction
1019 Rosselle St,
Jacksonville, FL 32204

Reference: *Nassau County Courthouse - #3C Jury Box Lift*

We are pleased to provide our quotation to furnish and install:

One (1) TL Shield, 3-Stop, 180 Degree, Invisible Lift, 500 lb. Capacity

- for the total selling price of (including use tax):

- Proposal based on limited plans provided dated (1.31.2024) & attached scope sheet only (just typical finishes included – no formal specification provided).
- PLANS:** Proposal based on the understanding that others will provide the required lift and control space dimensions in Invisible Lift drawing attached.
- PLANS:** Pit required is a minimum of 5" in lieu of 4-3/4" shown.
- PLANS:** Lift controller and pump unit to be located under floor in judge box area adjacent to the jury box. This hatch lid and controller space is to be provided by others. Minimum clear height of space is 12".
- Provided & Installed by Others (not Eletech)**
 1. Removable Step (at courtroom floor)
 2. In Floor Access Hatch (Acudor FT8040 or similar) for lift control and pump space.
 - TL Shield detail shows 30" x 30" hatch.
 3. Gates (Judge and Jury) and Millwork
 4. Gate hardware including hinges, spring loaded latch bolt, and gate handles.
 5. Gate jambs to be prepped for lift electrical strikes.
 6. Conduit runs from controller space to door locks, landing call stations, lift operation station, and pit with pull strings. (3/4" for all typical runs 1" for pit runs (two))
 7. 120V, 20 AMP lockable disconnect or break to be supplied in control space area.
 8. Rough in of wall boxes for call stations (~2" deep x 4" wide x 10" tall)
 9. Rollable access for lift components from loading dock or off load location at site to installation location at the 3rd floor is to be provided by others (included use of onsite elevator).
- Eletech work under this proposal does include the retention of, scheduling of, and fee for the independent elevator inspector.

\$98,358.00 (NINETY EIGHT THOUSAND THREE HUNDRED FIFTY EIGHT AND 00/100 DOLLARS)

*** 50% Contract Engineering Payment Must be Received Prior to Final Placement of any Factory Orders
Nonnegotiable Condition of Any Resulting Contract

Additional Cost / Unit Items:

<u>Temporary Use Fees (Hyrd):</u>	\$2500 temporary certification fee plus \$35 per day of use
<u>Elevator Technician Billing Rate:</u>	\$195.00 per man hour
<u>Overtime Technician Billing Rate:</u>	\$295.00 per man hour
<u>Re-Inspections Fees:</u>	\$2900 per elevator (includes inspector fees - relating to failure by others trades)

Please note the following:

1. All current inspection fees are included for a final inspection. Should re-inspection be required because of work that is not our responsibility, you will be responsible for the cost of re-inspection fees and remobilization costs for Eletech and State personnel.
2. It is understood that there are no liquidated or consequential damages applicable to any subcontract resulting from this quotation. We agree to provide evidence of insurance coverage but can not name others as additional insured or waive our rights of subrogation.

3. Our quotation is based upon receipt of a dry hoistway and control space area, complete with single phase power available prior to beginning installation, timely receipt of a contract and all approvals with completion of our work no later than 12 months from quotation date.
4. Our bid is based on manufacturing lead-time of 16 weeks after approvals.
5. Our bid is based on TL Shields Invisible Lift.
6. Our quotation is based upon one mobilization. Should Eletech be required to demobilize and leave the job site due to delays beyond our control which prevent us from completing the installation, there will be an addition to the contract for demobilization and remobilization (minimum of \$2000).
7. You shall be responsible for providing suitable on-site storage, approximately 10' x 15' per lift adjacent to the jury box. We require suitable tractor trailer access to the building for unloading of material and/or rollable access for the equipment into the building. If you are not ready to accept delivery of the material on the date the machine room is to be ready, you shall give us sufficient notice of a local point where you will accept delivery and be responsible for all monthly storage fees. An extra (\$2000) will be assessed for any double handling or re-transportation of elevator material required by the general contractor / owner or agent thereof.
8. Notwithstanding any other provision to the contrary, we agree to indemnify you only for losses due to personal injury, or property damage to the extent caused by our negligent acts or omissions, or the negligent acts or omissions of our employees, agents and subcontracts during the performance of this contract, but not to the extent caused by others. Each party shall defend itself in the event of a lawsuit except as provided herein.
9. Payment Terms:
 - Monthly payments shall include the value of work performed and materials stored on or off-site.
 - 50% of the contract price payable within 45 days of contract award for mobilization, engineering, and shop drawings. Material orders can only be placed once this payment is received.
 - Schedule of values to be as follow: 50% contract engineering, 30% material, and 20% labor.
 - Final payment shall be due thirty (30) days after the final acceptance of the elevator installation. We must be paid ninety percent (90%) of the final contract price before turnover of the elevator equipment.
 - Payment to us shall be contingent on owner's payments to you only to the extent of moneys withheld by the owner for some deficiency on our part.
10. Our bid is based on the job site conditions outlined in the section "**Preparatory Work By Others**" prevailing at the beginning and during installation of the elevator equipment. Please review "Preparatory Work by Others" list beginning on page 5.

The above quotation is valid for sixty (60) days. Thereafter, it is subject to change without notice.

This proposal is submitted with the understanding that any contract resulting therefrom will be subject to mutually agreeable terms and conditions. It is conditioned on neither party being liable to the other for any loss, damage or delay due to any cause beyond your or our reasonable control, including but not limited to acts of government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief or acts of God. Under no conditions shall either party be liable for special, indirect, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provisions to the contrary. Eletech agrees to submit to Non-Binding Arbitration by the American Arbitration Association but does not waive its rights to pursue other remedies available at law and equity.

Our acceptance is conditional on the understanding that their warranty covers defective material and workmanship. The guarantee period shall not extend longer than one (1) year from the date of completion or acceptance thereof by beneficial use, whichever is earlier, of each elevator. The guarantee excludes ordinary wear and tear or improper use, vandalism, abuse, misuse, or neglect or any other causes beyond the control of the elevator contractor and this express warranty is in lieu of all other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. This express warranty is in lieu of all other warranties, expressed or implied, including any warranty or merchantability or fitness for a particular purpose.

This quotation is based on all work being performed during our regular working hours and on others providing elevator hoistway, pit, machine room including access door and flooring, cab flooring, supports for guide rails, hoisting beam, crane service, smoke detectors, heat detectors (if required), necessary feeder wires to our controller with fused cutout switch for starting, testing, adjusting, painting (except elevator materials), any cutting or patching, guarding and protecting the hoistway while equipment is being installed, all in accordance with local codes and regulations as well as our standard space requirements.

We sincerely hope to work with you on this project.



Sincerely,
Eletech Elevator Company

Edwin Langley
Sales Manager
edwin@eletechelevator.com
Mobile 904.707.6168
Office 904.303.6409



EQUIPMENT DESCRIPTION – TL SHIELDS INVISIBLE LIFT

<i>Quantity & Type</i>	One (1) – Invisible Lift
<i>Capacity</i>	500 lb.
<i>Travel (Rise)</i>	1' 3-3/4" approximately
<i>Stops & Openings</i>	Three Stops (From Court Room Floor, Jury Box, Judge Platform)
<i>Power Supply</i>	120 Volts, 1 Phase, 60 Hertz – 20 Amp
<i>Drive</i>	Indirect Plunger Hydraulic
<i>Controller</i>	Relay Logic (TL Shields)
<i>Platform</i>	59" wide x 70" front to back
<i>Clear Hoistway</i>	61" side to side 72" front to back 5" deep pit (min)
<i>Lift</i>	1/4" steel platform deck (prime painted)
<i>Features</i>	Call/Send stations at landings, continuous-pressure type buttons, operating control buttons on platform, landing and operation stations provided with satin stainless finish faceplates.
<i>Code</i>	Complies with ASME A18.1 (2017), Florida Building Code, and ADA
<i>Maintenance</i>	Three (3) months with regular time callback service
<i>Warranty</i>	One (1) year



PREPARATORY WORK BY OTHERS

To complete this installation, the following items must be performed or furnished by other than Eletech Elevator Company in accordance with governing codes. The price and installation schedule of Eletech Elevator Company are based on these job-site conditions prevailing at the beginning and during installation of the elevator equipment. These conditions include the following:

All work to be performed per the latest revision of the applicable national ASME A17.1 code and local codes.

General Design Considerations:

1. Adequate rail bracket supports, bracket spacing as required by governing code, from pit floor to top of hoistway. For steel or wood frame construction, adequate backing for a rail bracket to be installed not less than 10'-3" or more than 11'-3" from the top landing. Separator beams where required. Rail bracket supports like steel or concrete shall not encroach into the clear hoistway line.
2. Dry pit reinforced to sustain impact loads on cylinder bases and buffer(s). Either a floor drain or sump pump to prevent any accumulation of water in the pit (location to be coordinated with Eletech Elevator Company).
3. Hoistway walls are to be designed and constructed in accordance with the required fire rating including where penetrated by machine-room piping, elevator-fixture boxes, rail-bracket fastenings, etc., and are to include adequate fastening to hoistway entrance assemblies. One front-entrance wall, at the main landing, is not to be constructed until after all elevator material is located in the hoistway. Remaining front entrance walls are not to be constructed until after door frames and sills are in place. If front walls are poured concrete bearing walls, rough openings are to be provided to accept entrance frames and filled in after frames are set. Rough opening size to suit Eletech Elevator Company requirements.

Section 01040, Coordination

1. Plumb vertical surfaces for entrance-sill supports, one above the other, and square with the hoistway. Finished floor and grout, if required, between door frames to sill line. A horizontal support is to be provided 1 foot above the clear opening at the top landing to support the door frame assembly.
2. Any cutting, including cutouts to accommodate machine-room piping, hall-signal fixtures, patching, and painting of walls, floors or partitions together with finish painting of entrance doors and frames, if required.
3. Access for a tractor-trailer and/or rollable access for equipment into the building must also be provided at no cost to Eletech.
4. An on-site dumpster will be provided for our trash and debris at no cost to Eletech.
5. Provide unobstructed and constant elevation access for piping and wiring in ceiling area to accommodate remote machine room location. This piping and wiring duct must enter the hoistway from a side wall. If piping is brought into the hoistway other than a side wall and if the piping needs to be relocated, an additional charge will be required. (remote overhead piping and wire way).

Section 01500, Temporary Facilities and Construction Controls

1. A properly framed and enclosed legal hoistway, including venting as required by the governing code or authority, ready for uninterrupted use by Eletech Elevator Company at an agreed upon date.
2. All electrical power for lights, tools, hoists, welding, etc., during erection.
3. Guarding and protecting the hoistway during construction. The protection of the hoistway shall include solid panels surrounding each hoistway opening at each floor, a minimum of 4'-0" high. Hoistway guards to be erected, maintained and removed by others. Debris netting shall be provided of all upper level entrance prior to our start.
4. Temporary Use of Elevators: Should any elevator be required for use before substantial completion, others shall provide without expense to Eletech Elevator Company, if required, temporary car enclosures, requisite guards or other protection for elevator hoistway openings, mainline switch with wiring, necessary power, signaling devices, lights in car and elevator operators together with any other special labor or equipment needed to permit this temporary usage.
5. Eletech Elevator Company shall be reimbursed for any labor and material that is not part of the permanent elevator installation and that is required to provide temporary elevator service. In addition, Eletech Elevator Company's temporary acceptance form shall be executed before any elevator is placed in temporary service, and the cost of power and operation, maintenance of the equipment and rehabilitation of equipment shall be paid for by others. When an elevator is used for temporary service, the completion date may, as a result of the temporary service, be extended by Eletech Elevator Company. Eletech Elevator Company shall provide notice of the extension at the time the elevator is made available for the temporary service.



Division 16, Electrical

- ~~1. All 125 volt, 15 or 20 ampere single phase receptacles installed in pits, machinery spaces and elevator car tops shall be of ground-fault circuit interrupter type. All 125 volt, 15 or 20 ampere single phase receptacles installed in machine rooms shall have ground fault circuit interrupter protection [620-85]. A separate single phase receptacle supplying a permanently installed pit sump pump shall not require GFCI protection.~~

Miscellaneous Provisions

1. During installation, the elevator platform must not be used to hoist material or persons other than required for elevator installation.
2. Should Eletech Elevator Company deem it necessary to make multiple trips to the job site to complete its work because of circumstances caused by others or that are beyond Eletech Elevator's control, the Owner or General Contractor will reimburse Eletech for a re-mobilization charge. In addition, if the elevator equipment is rejected by the State Elevator Inspector for failure on the part of others to complete work that is not our responsibility, Eletech will be reimbursed for any fees and labor associated with elevator re-inspection.
3. Should the building or the site not be prepared to receive the elevator equipment at the agreed upon date, the Owner or General Contractor will be responsible to provide at their sole cost and expense, a proper and suitable storage area on or off the premises. Should the storage area be off site, then the Owner or General Contractor shall transport the elevator equipment to the storage area, store and remove the elevator equipment from storage to the job site in a timely manner at no charge to the elevator contractor (or reimburse Eletech Elevator Company for same).
4. Indemnify and save us (Eletech Elevator Company) harmless against all liability growing out of your failure to carry out any of the foregoing



PO MODIFICATION FORM

SECTION 1 - GENERAL INFORMATION
 Date Submitted: 07/15/2024 Requesting Department: Capital Projects Management Contact Person: Tabitha Givens
 Contact Phone Number: (904) 530-6370 Email: tgivens@nassaucountyfl.com

SECTION 2 - ORIGINAL PURCHASE ORDER INFORMATION
 PO Number: 24000516 Contract No. (if applicable) CM3393
 Vendor Name: C.C Borden

SECTION 3 - MODIFICATION INFORMATION
 Type of Modification: Amount Increase Amount Decrease Change to Account Code Cancel PO
 Re-Open for Amount \$ _____ Other: _____

Original PO Sum:	\$ 1,351,977.00
Total Sum of Previous Modifications:	\$ 22,032.25
PO Sum Prior to this Modification:	\$ 1,374,009.25
Amount of this Modification:	\$ 42,548.92
New PO Sum Including this Modification:	\$ 1,416,558.17

Account Code Change From: 36IM.006.519.51.562100.CTRM3 To: 118.160.712.71.040.0000.00000.562002.CTRM3

SECTION 4 - REASON FOR MODIFICATION
 Difference in cost from original lift company used a time of bid due to change in ADA codes from when the original courtrooms were constructed and today.

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. Robert Companion 9/19/2024
 Department Head/Managing Agent Date
2. Chris Lacambra 9/20/2024
 Office of Mgmt. & Budget Date
 (Signature required if greater than \$1,000.00)
3. Sanasa Holmes 9/20/2024
 Procurement Date
 (Signature required if greater than \$5,000.00)
4. _____
 County Manager Date
 (Signature required if greater than \$100,000.00)

L.BELTON
 Clerk:
 Date: 9/23/2024



Attachment A - Nassau County Standard Purchase Order Terms and Conditions
 The following Standard Purchase Order Terms and Conditions shall apply to all
 Purchase Orders by or on behalf of Nassau County:
 1. Electronic/Facsimile
 Transmission:
 If any Purchase Order is fully executed and transmitted by fax or by other means
 of electronic transmission, such transmission shall have the legal force and effect...

Purchase Order

Fiscal Year 2024 Page 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
 PACKAGES AND SHIPPING PAPERS.**

Bill To .001
 NASSAU COUNTY BOARD OF
 COMMISS
 76347 VETERANS WAY STE 1010
 YULEE, FL 32097

Ship To 420
 NASSAU COUNTY ENGINEERING
 DEPT
 96161 NASSAU PLACE
 YULEE,, FL 32097

Purchase Order Number **24000516**
 Purchase Order Date 06/21/2024
 Department CAPITAL IMPROVEMENT MANAGEMENT

STATE SALES TAX CERTIFICATION NUMBER:
 85-8012559204C-5 FEDERAL IDENTIFICATION NUMBER:
 59-1863042

Vendor 18581
 CC BORDEN CONSTRUCTION
 1019 ROSSELLE ST
 JACKSONVILLE, FL 32204

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
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18581

Lacie Belton

NOTES

CM3393 COURTROOM 3/C & CHAMBER BUILD HVAC VENTS

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

FORMAL COMPETITIVE SOLICITATIONS CONTRACTS GREATER THAN \$100K

CM3393

NTE:\$1,366,964.64

TERMS:14 DAYS

6/12/23-4/24/24

PRIOR CONTRACT BAL \$351,738.00

CO#1 \$14,987.64

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	PREVIOUS CONTRACT BALANCE GL #: 6I006519 - 562100 - CTRM3	1.0000	EACH	\$351,738.0000	\$351,738.00
2	FRAMING SOFFIT FOR HVAC VENTS GL #: 6I006519 - 562100 - CTRM3	1.0000	EACH	\$14,987.6400	\$14,987.64

Purchase Order Total \$366,725.64

Nassau County, FL Standard Purchase Order Terms and Conditions (Rev. 3/30/2023)

The following Standard Purchase Order Terms and Conditions shall apply to all Purchase Orders by or on behalf of Nassau County:

1. **Electronic/Fax/Email Transmission:** If any Purchase Order is fully executed and transmitted by fax or by other means of electronic transmission, such transmission shall have the legal force and effect as a duly executed original delivered to Vendor.
2. **Prompt Payment:** The County shall pay all vendors within forty-five (45) calendar days of receipt of an invoice, in accordance with the Local Government Prompt Payment Act (Florida Statute 218. 70). Payment shall not be made until goods/services have been received, inspected, and accepted by the County as to the quality and quantity ordered and received.
3. **Invoices:** All invoices shall be sent to the County address on the Purchase Order and shall include the Purchase Order number, Vendor's name, address and phone number, and clearly list quantities, item descriptions and units of measure.
4. **Extra Charges:** No additional charges of any kind, including charges for boxing, packing, transportation or other extras shall be allowed unless specifically agreed to in writing by an authorized agent of Nassau County.
5. **Discounts:** Discounts shall be computed from the date of satisfactory delivery, acceptance, or from receipt of correct invoice, whichever is later.
6. **Tax Exemption:** Nassau County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales and Use Taxes. Vendors shall not include taxes in any response, invoice, or statement.
7. **Entire Agreement:** The Purchase Order and this Attachment A and any additional attachments and/or addenda hereto shall constitute the entire and exclusive agreement between the parties and merges and supersedes all prior and contemporaneous agreements, dealings and negotiations. The County's placement of any order is expressly conditioned upon the Vendor's acceptance of these terms and conditions. Vendor's signed confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance of these terms. No additional terms or conditions provided by the Vendor in response or acknowledging any purchase order shall be binding upon the County.
8. **Amendment or Modification:** No modification, alteration, or amendment shall be effective unless made in writing by change order, dated and signed by the County's authorized agent. Any additional or different terms in the Vendor's documents are deemed to be material alterations and notice of objection to and rejection of them is hereby given. Vendor shall not substitute the Goods. In the event this Purchase Order is the result of an executed contract, the executed contract shall take precedence.
9. **Assignment:** Vendor shall not assign any right or interest under the Purchase Order or attachments without the written permission of County.
10. **Fiscal Year Funding Appropriations:** A Purchase Order for supplies or services may be entered into for any period of time deemed to be in the best interest of County, provided the term of the Purchase Order and conditions of renewal and extension, if any, are included in the solicitations and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to annual appropriations by the Board of County Commissioners of Nassau County. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Purchase Order shall be cancelled and Vendor shall be entitled to reimbursement for the reasonable value of any work performed up to the date of cancellation.
11. **Time is of the Essence:** Time is of the essence. If completed deliveries are not made at the time agreed, the County reserves the right to cancel or purchase elsewhere and hold Vendor accountable for all damages sustained. If delivery dates cannot be met, Vendor agrees to advise the County, in writing, of the earliest possible shipping date for acceptance by the County. This provision is not in lieu of, and the County does not waive, any other available remedies provided by law.
12. **Failure to Perform:** Failure of the Vendor to perform as specified under the Purchasing Order may be cause for termination of that Purchase Order. The County reserves the right (in addition to any other remedies available by law) to cancel the Purchase Order with respect to goods/services not provided purchase goods/services from another source and to hold Vendor accountable for all damages sustained.
13. **Termination for Convenience:** The County may terminate any Purchase Order for convenience at any time, in whole or in part. In such event, County shall be liable only for materials or components procured, or work done or supplies partially fabricated under and until the date of termination of the Purchase Order, in no event shall County be liable for incidental or consequential damages.
14. **Delivery:** All prices shall be F.O.B. Destination, freight prepaid. Vendor assumes full responsibility for packing, crating, marking, transportation and liability for loss and/or damage.
15. **Packaging:** All shipments shall include an Itemized List of each package's content, and reference the Purchase Order Number.
16. **Risk of Loss:** Regardless of F.O.B. point, Vendor agrees to bear all risk of loss, injury or destruction of goods and materials ordered which may for any reason occur prior to acceptance by the County. No such loss, injury or destruction shall release Vendor from any obligations under the Purchase Order.
17. **Inspection:** Goods and Materials must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the time of delivery, the goods shall be returned to Vendor at no cost to the County. The County reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery. The cost of inspection of goods rightfully rejected shall be charged to the Vendor. If reasonable inspection discloses that part of the goods received are defective or nonconforming, the County shall have the right to cancel any unshipped portion of the order.
18. **Quantity:** The quantities of goods/services as indicated on the Purchase Order shall not be exceeded without prior written authorization from the County. Excess quantities shall be returned to Vendor at Vendor's expense.
19. **Warranty:** Vendor warrants that all goods/services provided by Vendor under the Purchase Order shall be merchantable. All goods/services provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the Vendor or on the container or label. Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended. In addition, Vendor warrants that the goods/services furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise, or any person, corporation, partnership, or association.
20. **Non-Waiver of Rights:** No failure of either party to exercise any power or right given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder shall constitute a waiver of either party's power or right to demand exact compliance with the terms of this Purchase Order.
21. **Indemnification:** Vendor agrees to indemnify and hold harmless the County, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and appeal, of any kind and nature arising or growing out of or in any way connected with Vendor's performance under this Purchase Order. Vendor shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Vendor's performance under this Purchase Order.
22. **Insurance:**
 - 22.1 Vendor shall carry insurance in the categories and coverage amounts as follows:
 - a. Worker's Compensation full and complete coverage as required by Florida Law.
 - b. General Liability combined single limits of not less than \$1,000,000.00 for Bodily Injury and Property Damage per occurrence.
 - c. Automobile Liability minimum amount of \$1,000,000.00 combined single limits for Bodily Injury and Property Damage per accident.
 - 22.2 The County shall be included under the comprehensive general liability policy as an additional insured. The Vendor shall provide thirty days written notice to the County prior to cancelling a policy before its expiration date.
23. **Patents and Copyrights:** Vendor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device which is the subject of patent rights or copyrights. Vendor agrees at its own expense, to hold harmless and to defend County and its agents against any claims, suits, or proceedings brought against County for patent or copyright infringement occasioned by the manufacture, sale, or use of materials supplied under this Purchase Order and to indemnify County against any damages occasioned by such claims whether justified or unjustified.
24. **Website Incorporation:** Nassau County shall not be bound by any content on the Vendor's website, even if the Vendor has specifically referenced that content and attempted to incorporate that content into any other communication with the County.
25. **Compliance with Laws:** Vendor certifies that Vendor will comply with all applicable provisions of the Federal, State and local laws, regulations, rules and orders. Vendor shall secure and maintain all licenses and permits required to perform the services under this Purchase Order.
26. **Public Entity Crimes:** In accordance with Section 287.133, Florida Statutes, Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Purchase Order.
27. **Governing Law:** The Purchase Order shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable Federal statutes, rules and regulations. Any and all litigation arising under this Purchase Order shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.
28. **Anti-Discrimination:** Vendor agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonafide occupational qualification or is required by State and/or Federal Law.
29. **Force Majeure:**
 - 29.1 Neither party of this Purchase Order shall be liable to the other for any cost or damages if the failure to perform the Purchase Order arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.
 - 29.2 In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Purchase Order. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Purchase Order to either party. In the case of any delay that the Vendor believes is excusable under this section, the Vendor shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Vendor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Vendor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE THE VENDOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Vendor of its decision in writing. Not limited to damages, other than for an extension of time, shall be asserted against the County. The Vendor shall not be entitled to an increase in the Purchase Order price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Vendor shall perform at no additional cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Purchase Order to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Vendor, provided that the Vendor grants preferential treatment to the County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Vendor for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Purchase Order quantity; or (3) terminate the Purchase Order in whole or in part.
30. **Public Records:**
 - 30.1 **Public Records Requirement:** The County is a public agency subject to Chapter 119, Florida Statutes.
 - 30.2 **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PURCHASE ORDER, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@HASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Purchase Order, to the extent that the Vendor is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Vendor shall:
 - (a) Keep and maintain public records required by the public agency to perform the service.
 - (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Purchase Order term and following completion of the Purchase Order if the Vendor does not transfer the records to the public agency.
 - (d) Upon completion of the Purchase Order, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the Purchase Order, the Vendor shall destroy and duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Purchase Order, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- 30.3 **Request for Records; Noncompliance**
 - (a) A request to inspect or copy public records relating to a public agency's Purchase Order for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Vendor of the request, and the Vendor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
 - (b) If a Vendor does not comply with the public agency's request for records, the public agency shall enforce the Purchase Order provisions in accordance with the Purchase Order.
 - (c) A Vendor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10, Florida Statutes.
- 30.4 **Civil Action:**
 - (a) If a civil action is filed against a Vendor to compel production of public records relating to a public agency's Purchase Order for services, the court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees, if: (1) The court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and (2) At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, the public agency and to the Vendor.
 - (b) A notice complies with subparagraph (a)(2) hereinabove, if it is sent to the public agency's custodian of public records and to the Vendor at the Vendor's address listed on its Purchase Order with the public agency or to the Vendor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
 - (c) A Vendor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.
31. **Advertising:** Vendor shall not publicly disseminate any information concerning the Purchase Order without prior written approval from the County, including but not limited to, mentioning the Purchase Order in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Vendor's name and either a description of the Purchase Order or the name of the County in any material published, either in print or electronically, to any entity that is not a party to the Purchase Order, except potential or actual authorized distributors, dealers, resellers, or service representative.
32. **Relationship of Parties:** The Vendor shall perform the services under this Purchase Order as an Independent Vendor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Purchase Order shall be interpreted or construed to constitute the Vendor or any of its agents or employees to be an agent, employee or representative of the County.
33. **Severability:** If any section, subsection, sentence, clause, phrase, or portion of this Purchase Order is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.
34. **Notices:** All notices, consents, requests or other communications to the County shall be in writing and shall be sent by hand delivery, or by requested to the address below. Notices shall be deemed given: (i) at the time delivered, if personally delivered; (ii) at the time received, if mailed; and (iii) one (1) business day after timely delivery to the courier, if by overnight courier service. In the event either party needs to change addresses they may do so by sending written notice to the other party.

Nassau County
 Attention: Procurement Director 96135 Nassau Place
 Yulee, Florida 32097

Certificate Of Completion

Envelope Id: FB49642C9C984F678D7394108749EC15
Subject: CM3393 CC Borden Courtroom Build out Change Order 5 Approval form \$42,548.92
Source Envelope:
Document Pages: 13
Certificate Pages: 6
AutoNav: Enabled
Enveloped Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed
Envelope Originator:
Tabitha Givens
tgivens@nassaucountyfl.com
IP Address: 50.238.237.26

Record Tracking

Status: Original
9/19/2024 4:28:48 PM
Holder: Tabitha Givens
tgivens@nassaucountyfl.com
Location: DocuSign

Signer Events

Signature

Timestamp

Robert Companion
RCompanion@nassaucountyfl.com
Deputy County Manager - County Engineer
Nassau County BOCC
Security Level: Email, Account Authentication (None)

Robert Companion
Signature Adoption: Pre-selected Style
Using IP Address: 174.212.33.53
Signed using mobile

Sent: 9/19/2024 4:30:46 PM
Viewed: 9/19/2024 4:39:48 PM
Signed: 9/19/2024 4:40:00 PM

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)

Signature Adoption: Pre-selected Style
Using IP Address: 50.238.237.26

Sent: 9/19/2024 4:40:02 PM
Viewed: 9/20/2024 7:53:17 AM
Signed: 9/20/2024 7:54:08 AM

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)

Chris lacambra
Signature Adoption: Pre-selected Style
Using IP Address: 50.238.237.26

Sent: 9/20/2024 7:54:10 AM
Viewed: 9/20/2024 7:56:16 AM
Signed: 9/20/2024 11:18:30 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lanaee Gilmore
lgilmore@nassaucountyfl.com
Procurement Director
Nassau County BOCC
Security Level: Email, Account Authentication (None)

Lanaee Gilmore
Signature Adoption: Pre-selected Style
Using IP Address: 50.238.237.26

Sent: 9/20/2024 11:18:32 AM
Viewed: 9/20/2024 5:04:47 PM
Signed: 9/20/2024 5:05:22 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Abigail Jorandby ajorandby@nassaucountyfl.com Deputy County Attorney Nassau BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>AJ</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 9/20/2024 5:05:25 PM Viewed: 9/23/2024 11:19:22 AM Signed: 9/23/2024 11:19:33 AM</p>
<p>Denise C. May, Esq., BCS dmay@nassaucountyfl.com County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</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: 9/23/2024 11:19:35 AM Viewed: 9/23/2024 11:20:03 AM Signed: 9/23/2024 11:20:23 AM</p>
<p>Taco E. Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</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: 9/23/2024 11:20:25 AM Viewed: 9/23/2024 11:35:43 AM Signed: 9/23/2024 11:35:49 AM</p>
<p>BOCC AP boccap@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 2/4/2021 9:59:11 AM ID: 6238f06a-a4ad-4d45-a7f5-929d04629059</p>	<p><i>L.BELTON</i></p> <p>Signature Adoption: Uploaded Signature Image Using IP Address: 12.23.69.254</p>	<p>Sent: 9/23/2024 11:35:51 AM Viewed: 9/23/2024 11:57:52 AM Signed: 9/23/2024 11:57:57 AM</p>

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Raymond Albury ralbury@nassaucountyfl.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid black; padding: 5px; text-align: center; font-weight: bold; font-size: 1.2em;"> COPIED </div>	<p>Sent: 9/23/2024 11:57:59 AM</p>

Carbon Copy Events	Status	Timestamp
George Murray gmurray@nassaucountyfl.com Project Manager Nassau County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/23/2024 11:58:00 AM

BOCC Procurement bocccprocurement@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/23/2024 11:58:03 AM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/19/2024 4:30:46 PM
Certified Delivered	Security Checked	9/23/2024 11:57:52 AM
Signing Complete	Security Checked	9/23/2024 11:57:57 AM
Completed	Security Checked	9/23/2024 11:58:03 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Nassau (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Fund: 118 CRT FACILI Acct: 118.160.712.71.040.0000.000001.562002.CTRM3
 Org: 18160712 GOVCHRCIL Acct name: BUILDING IMPROVEMENT
 Object: 562002 BLDG IMPRO Type: Expense Status: Active
 Project: CTRM3 COURTROOM 3 BUILDOUT Rollup Sub-Rollup: Multi-Fund

4 Year Comparison Current Year History 4 Year Graph History Graph

Yr/Fr: 2024/11	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2022
Original Budget	836,205.00	837,278.00	200,000.00
Transfers In	89,974.00	72,260.00	737,500.00
Transfers Out	-473,102.00	-49,275.00	.00
Revised Budget	453,077.00	860,263.00	937,500.00
Actual (Memo)	382,076.81	473,185.73	77,237.46
Encumbrances	5,000.00	.00	.00
Requisitions	.00		
Available	66,000.19	387,077.27	860,262.54
Percent used	85.43	55.00	8.24