

**CHANGE ORDER APPROVAL FORM**

**CS-23-541**

PROJECT: COURTROOM 3/C AND JUDICIAL CHAMBERS BUILDOUT

CHANGE ORDER NUMBER: 06

DATE: 07/23/2024

CONTRACT NUMBER: CM3393

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

Description: Adjusted framing work as requested.

Reason for Change Order: Additional framing work requested to reroute circuits in the Judge's Chambers and adding additional receptacles for appliances.

Original Contract Sum.....	\$	<u>1,351,977.00</u>
Net Change by Previous Change Order/Supplemental Agreement.	\$	<u>64,581.17</u>
Contract Sum Prior to This Change Order.....	\$	<u>1,416,558.17</u>

Amount of this Change Order (Add).....	\$	<u>3,623.55</u>
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New Contract Sum Including this Change Order.....	\$	<u>1,420,181.72</u>
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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: Sanasa Belmonte DATE: 9/20/2024  
 Procurement

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

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

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

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

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. 06

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 \$3,623.55 to the contract amount for the additional framing work requested to reroute circuits in the Judge's chambers and adding additional receptacles for appliances.

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>5</u></p> <p>\$ <u>64,581.17</u></p>	<p>Net change from previous Change Orders No. <u>0</u> to No. <u>5</u></p> <p><u>14 Days</u></p> <p>(days)</p>
<p>Contract Price prior to this Change Order</p> <p>\$ <u>1,416,558.17</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>3,623.55</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>1,420,181.72</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: RH

APPROVED:

By: Raymond Albany  
COUNTY (Authorized Signature)  
Date: 7/26/2024

ACCEPTED:

By: Camille Borden  
Contractor (Authorized Signature)  
Date: 7/26/2024



C.C. BORDEN CONSTRUCTION, INC.

March 13, 2024

Attn: Ray Albury  
Nassau County Capital Projects Management  
96161 Nassau Pl  
Yulee, FL 32097

**RE: Nassau County Courthouse 3/C Courtroom I Tudicial Chambers BuildOut- COR#6**

Mr. Albury,

Please find below our **additional** monies requested for the adjusted framing work as requested. See detailed breakdown below:

- 1 Dev Tech Electrical - Re-route circuits in Judge's Chambers for floor receptacles.  

Labor and Material: \$1,600
  
- 2 Dev Tech Electrical - Additional receptacles for microwave/clock above door entrance.  

Labor and Material: \$1,800
  
- 3 CC Borden Construction, Inc.  

Subtotal: \$3,400  
OH&P 5% \$170  
Bond 1.5% \$53.55

**GRAND TOTAL this request; \_\_\_\_\_ \$3,623.55**

Do not hesitate to contact me with any questions.

Sincerely,

Camille C. Borden  
President

The engineers reviewed the costs and backup information and recommend accepting the proposed costs. PQH concurs.  
Robert D. Hoenshel, AIA 7/3/24.

DEVTECH

# Change Order Proposal

Page 1 of 2

941-539-5258

2131 Mindahao Drive, Jacksonville FL, 32246

Proposal Submitted To: <i>Magical Mikes</i>	Phone: <i>904-329-0335</i>	Date: <i>02/13/2024</i>
Street:	Job Name: <i>Nassau County Courthouse</i>	
City, State & zip <i>Jacksonville, FL</i>	Location <i>Ju/ee; FL</i>	
Architect/Engineer	I ; of Plans:	I Attention: <i>Mkhâel I</i>

Devtech Electrical Services Inc. (DESI) is pleased to submit the following cost impact for...

**Changes and Scope are as follows.**

1 Demo/ reroute 2 receptacles on the judges bench, back wall that were not included on the plans.

**Notes:**

- Demo.
- Reroute circuits

**Not Included:**

- Any future changes

*General statement: This proposal is based exclusive/yon the direct cost elements such as labor, material, specified equipment, and normal mark-ups. It does not include any amount for changes in the sequence of work, delays, disruptions, re-scheduling, extended overhead, overtime, acceleration, and/or impact costs not specifically noted and/or mutually agreed. If needed Devtech Electrical Services, Inc. reserves the right to submit a claim for any and all impacts, limitations, and related items of cost*

**Total Cost** \_\_\_\_\_ **\$1,600.00**

DEVTECH

## Change Order Proposal

Page 2 of 2

Should Devtech Electrical Services, Inc. be required to obtain the services of an attorney to collect the sums which may be due under this contract and which are not paid, then Devtech Electrical Services, Inc. shall be entitled to all reasonable attorney's fees on behalf of their counsel in bringing or enforcing any of their rights under this agreement, said fees to include Court costs not interest, and shall include costs and attorney's fees for appellate work.

All pricing good for 15 day period, if change order is not accepted in writing within this period of time all wire, pvc products and all steel/metal products will have to be repriced at invoice plus mark-up for profit and overhead. This is a result of continuous rising cost of these materials. Once accepted it is agreed that Devtech Electrical Services will be granted 1 time extension equal to the amount of time from submission date above to receipt of formal acceptance in writing of this request.

Due to the volatile market, in an effort to save all parties involved (Owner, General Contractor and Devtech Electrical Services) any added cost associated with the continuous rising cost of all electrical wire, Devtech Electrical Services Inc. reserves the right (if approved by Owner/General Contractor) to purchase the wire and store on site in a storage container provided by Devtech Electrical Services. Devtech Electrical Services would then ask to be paid within the first 30 days of contract for this wire purchase. If not accepted by (Owner/General Contractor) Devtech Electrical Services would then have the right to re-price all wire at invoice cost plus mark up of profit and overhead at time of wire purchase. We at Devtech Electrical Services feel that this is the best solution for all parties involved (General Contractor and Devtech Electrical Services) but mainly the Owner.

Devtech Electrical Services, Inc. shall be entitled to a finance charge of 1 1/2% per month on the unpaid balance of any amounts which are not paid within 30 days after the due date hereof.

Devtech Electrical Services would like to thank you for the opportunity to submit our quotation for this project. If there are any questions pertaining to our proposal, please call.

Respectfully,

/s/ewt, f/f/kolf

Owner/President

DEVTECH

# Change Order Proposal

Page 1 of 2

941-539-5258

2131 Mindanao Drive, Jacksonville FL, 32246

Proposal Submitted To: <i>Magical Mikes</i>	Phone: <i>904-329-0335</i>	Date: <i>02/13/2024</i>
Street:	Job Name: <i>Nassau County Courthouse</i>	
City, State & zip <i>Jacksonville, FL</i>	Location <i>yulee, FL</i>	
Architect/Engineer	Attention: <i>Michael</i>	

Devtech Electrical Services Inc. (DESI) is pleased to submit the following cost impact for ....

**Changes and Scope are as follows.**

1. Add receptacle not on plans for clock above center entrance door from main hall.
2. Add receptacle for microwave in judges chambers.

**Notes:**

- Add receptacles and required wiring.

**Not Included:**

- Any future changes

*General statement: This proposal is based exclusive/yon the direct cost elements such as labor, material, specified equipment, and normal mark-ups. It does not include any amount for changes in the sequence of work, delays, disruptions, re-scheduling, extended overhead, overtime, acceleration, and/or impact costs not specifically noted and/or mutually agreed. If needed Devtech Electrical Services, Inc. reserves the right to submit a claim for any and all impacts, limitations, and related items of cost*

**Total Cost** **\$1,800.00**

DEVTECH

## Change Order Proposal

Page 2 of 2

Should Devtech Electrical Services, Inc. be required to obtain the services of an attorney to collect any sums which may be due under this contract and which are not paid, then Devtech Electrical Services, Inc. shall be entitled to all reasonable attorney's fees (on behalf of their counsel in bringing or enforcing any of their rights under this agreement, and fees to include Court costs and interest, and shall include costs and attorney's fees for appellate work.

All pricing good for 15 day period, if change order is not accepted in writing within this period of time. Wire, pvc products and all steel/metal products will have to be reprised at invoice plus mark-up for profit and overhead. This is a result of continuous rising cost of these materials. Once accepted, it is agreed that Devtech Electrical Services will be granted a time extension equal to the amount of time from submission date above to receipt of formal acceptance in writing of this request.

Due to the volatile market, in an effort to save all parties involved (Owner, General Contractor and Devtech Electrical Services) any added cost associated with the continuous rising cost of all electrical wire, Devtech Electrical Services Inc. reserves the right (if approved by Owner/General Contractor) to purchase the wire and store it on site in a storage container provided by Devtech Electrical Services. Devtech Electrical Services would then ask to be paid within the first 30 days of contract for this wire purchase. If not accepted by Owner/General Contractor Devtech Electrical Services would then have the right to re-price all wire at invoice cost plus mark up of profit and overhead of time of wire purchase. We at Devtech Electrical Services feel that this is the best solution for all parties involved (General Contractor and Devtech Electrical Services) but mainly the Owner.

Devtech Electrical Services, Inc. shall be entitled to a finance charge of 1/2% per month on the unpaid balance of any amounts which are not paid within 30 days after the due date herein.

Devtech Electrical Services would like to thank you for the opportunity to submit our quotation for this project. If there are any questions pertaining to our proposal, please call.

Respectfully,

Oswald / 41780/f

Owner / President



# PO MODIFICATION FORM

**SECTION 1 - GENERAL INFORMATION**  
 Date Submitted: 07/23/2024 Requesting Department: Capital Projects Management Contact Person: Tabitha Givens  
 Contact Phone Number: (904) 530-8370 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: .....	\$ \$ 64,581.42
PO Sum Prior to this Modification: .....	\$ \$ 1,416,558.17
Amount of this Modification: .....	\$ \$ 3,623.55
New PO Sum Including this Modification: .....	\$ \$ 1,420,181.72

Account Code Change From: 361M.006.519.51.562100.CTRM3 To: 118 .160.712.71.040.0000.00000.562002.CTRM3

**SECTION 4 - REASON FOR MODIFICATION**  
 Additional framing work requested to reroute circuits in the Judge's Chambers and adding additional receptacles for appliances.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

### APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. Robert Companion 9/19/2024  
 Department Head/Managing Agent Date
2. Chris Lacambra 9/20/2024 *TP*  
 Office of Mgmt. & Budget Date  
 (Signature required if greater than \$1,000.00)
3. \_\_\_\_\_  
 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 effe...

# Purchase Order

Fiscal Year 2024 Page 1 of 1

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

Bill To	001	Ship To	420
NASSAU COUNTY BOARD OF COMMISS		NASSAU COUNTY ENGINEERING DEPT	
76347 VETERANS WAY STE 1010 YULEE, FL 32097		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	
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## 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  
 CM3993  
 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/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 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 taken 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 written confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance of these terms. No additional terms or conditions provided by the Vendor in accepting 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:** 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 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 Purchase 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 insured 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 heard 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 bonified 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. No claim for damages, other than for an extension of time, shall be asserted against the County. The Vendor shall not be entitled to an increase in the 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@NASSAUCO.NYF1.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) hereinafore, 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: 0F7ED8C28F8B427E9263F7BB90D2DDE4	Status: Completed
Subject: CM3393 CC Borden Courtroom Build out Change Order 6 Approval form \$3,623.55	
Source Envelope:	
Document Pages: 11	Signatures: 7
Certificate Pages: 6	Initials: 4
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Tabitha Givens
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	tgivens@nassaucountyfl.com
	IP Address: 50.238.237.26


**Record Tracking**

Status: Original	Holder: Tabitha Givens	Location: DocuSign
9/19/2024 4:30:57 PM	tgivens@nassaucountyfl.com	


**Signer Events**

Signer Events	Signature	Timestamp
Robert Companion RCompanion@nassaucountyfl.com Deputy County Manager - County Engineer Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 9/19/2024 4:34:00 PM Viewed: 9/19/2024 4:38:39 PM Signed: 9/19/2024 4:38:54 PM
Signature Adoption: Pre-selected Style Using IP Address: 174.212.33.53 Signed using mobile		


**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: 9/19/2024 4:38:56 PM Viewed: 9/20/2024 7:54:20 AM Signed: 9/20/2024 7:55:00 AM
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: 9/20/2024 7:55:03 AM Viewed: 9/20/2024 7:56:40 AM Signed: 9/20/2024 11:19:19 AM
Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26		

**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)		Sent: 9/20/2024 11:19:22 AM Viewed: 9/20/2024 11:21:48 AM Signed: 9/20/2024 5:06:49 PM
Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26		

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

**Signer Events**

Abigail Jorandby  
 ajorandby@nassaucountyfl.com  
 Deputy County Attorney  
 Nassau BOCC  
 Security Level: Email, Account Authentication  
 (None)

**Signature**


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

**Timestamp**

Sent: 9/20/2024 5:06:52 PM  
 Viewed: 9/23/2024 11:20:04 AM  
 Signed: 9/23/2024 11:20:08 AM

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

Denise C. May, Esq., BCS  
 dmay@nassaucountyfl.com  
 County Attorney  
 Nassau County BOCC  
 Security Level: Email, Account Authentication  
 (None)



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

Sent: 9/23/2024 11:20:11 AM  
 Viewed: 9/23/2024 11:20:41 AM  
 Signed: 9/23/2024 11:20:53 AM

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

Taco E. Pope, AICP  
 tpope@nassaucountyfl.com  
 County Manager  
 Nassau County BOCC  
 Security Level: Email, Account Authentication  
 (None)



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

Sent: 9/23/2024 11:20:55 AM  
 Viewed: 9/23/2024 11:31:48 AM  
 Signed: 9/23/2024 11:31:55 AM

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

BOCC AP  
 boccap@nassauclerk.com  
 Nassau County Clerk  
 Security Level: Email, Account Authentication  
 (None)



Signature Adoption: Uploaded Signature Image  
 Using IP Address: 12.23.69.254

Sent: 9/23/2024 11:31:57 AM  
 Viewed: 9/23/2024 11:55:14 AM  
 Signed: 9/23/2024 11:55:26 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****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**

Raymond Albury  
 ralbury@nassaucountyfl.com  
 Security Level: Email, Account Authentication  
 (None)

**COPIED**

Sent: 9/23/2024 11:55:28 AM

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

**Carbon Copy Events****Status****Timestamp**

George Murray  
 gmurray@nassaucountyfl.com  
 Project Manager  
 Nassau County

**COPIED**

Sent: 9/23/2024 11:55:29 AM

Security Level: Email, Account Authentication  
 (None)

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

BOCC Procurement  
 bocccprocurement@nassaucountyfl.com  
 Security Level: Email, Account Authentication  
 (None)

**COPIED**

Sent: 9/23/2024 11:55:31 AM

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

**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent	Hashed/Encrypted	9/19/2024 4:34:00 PM
Certified Delivered	Security Checked	9/23/2024 11:55:14 AM
Signing Complete	Security Checked	9/23/2024 11:55:26 AM
Completed	Security Checked	9/23/2024 11:55:31 AM

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

## **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**