

**CHANGE ORDER APPROVAL FORM**

**CS-23-542**

PROJECT: COURTROOM 3/C AND JUDICIAL CHAMBERS BUILDOUT

CHANGE ORDER NUMBER: 07

DATE: 08/01/2024

CONTRACT NUMBER: CM3393

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

Description: Adjusting framing work requested to replace woodlane counter tops with no monitor holes at the judge's bench, and the attorneys' countertops.

Original Contract Sum.....	\$	<u>1,351,977.00</u>
Net Change by Previous Change Order/Supplemental Agreement.....	\$	<u>68,204.72</u>
Contract Sum Prior to This Change Order.....	\$	<u>1,420,181.72</u>
Amount of this Change Order (Add).....	\$	<u>10,444.35</u>
New Contract Sum Including this Change Order.....	\$	<u>1,430,626.07</u>

The Contract Time will be increased or decreased (select one) 0 days  
 Previous Substantial Completion: 04/04/2024 Previous Final Completion: 04/24/2024  
 New Substantial Completion: 04/04/2024 New Final Completion: 04/24/2024

APPROVED BY: Robert Companion DATE: 9/23/2024  
 Department Head/Managing Agent

APPROVED BY: Lanace Belmont DATE: 9/27/2024  
 Procurement

APPROVED BY: Chris Lacambra DATE: 9/24/2024  
 Office of Management and Budget

APPROVED BY: Denise C. May, Esq., BCS DATE: 10/1/2024  
 County Attorney

APPROVED BY: Taco E. Popey AICP DATE: 10/1/2024  
 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. 07

08/01/2024

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 \$10,444.35 to the contract amount for the adjusting framing work requested to replace woodlane counter tops with no monitor holes at the judges bench, and the attorneys countertops.

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>6</u></p> <p>\$ <u>68,204.72</u></p>	<p>Net change from previous Change Orders No. <u>0</u> to No. <u>6</u></p> <p><u>14 Days</u></p> <p>_____ (days)</p>
<p>Contract Price prior to this Change Order</p> <p>\$ <u>1,420,181.72</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>10,444.35</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>1,430,626.07</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: 8/7/2024

APPROVED:  
By: Raymond Allure  
COUNTY (Authorized Signature)  
Date: 8/12/2024

ACCEPTED:  
By: Camille Borden  
Contractor (Authorized Signature)  
Date: 8/12/2024

# PO MODIFICATION FORM

## SECTION 1 - GENERAL INFORMATION

Date Submitted: 08/21/2024 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: .....	\$	<u>1,351,977.00</u>
Total Sum of Previous Modifications: .....	\$	<u>68,204.72</u>
PO Sum Prior to this Modification: .....	\$	<u>1,420,181.72</u>
Amount of this Modification: .....	\$	<u>10,444.65</u>
New PO Sum Including this Modification: .....	\$	<u>1,430,626.07</u>

Account Code Change From: \_\_\_\_\_ To: \_\_\_\_\_

## SECTION 4 - REASON FOR MODIFICATION

Additional framing work requested to replace woodlane counter tops with no monitor holes at the judges bench and the attorneys counter tops.

### APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. Robert Companion 9/23/2024  
Department Head/Managing Agent Date
2. Chris Lacambra 9/24/2024 *TD*  
Office of Mgmt. & Budget Date  
*(Signature required if greater than \$1,000.00)*
3. Ranace Holmes 9/27/2024  
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: 10/2/2024



C.C. BORDEN CONSTRUCTION, INC.

June 12, 2024

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

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

Mr. Albury,

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

1. Woodlane - Countertop with no monitor holes. Attorney replacement countertops. and the Judge's Bench countertop per Woodlane

Labor and Material: \$9,800

2. CC Borden Construction

OH&P 5% \$490
Subtotal: \$10,290
Bond 1.5% \$154.35

GRAND TOTAL this request: \$10,444.35

Do not hesitate to contact me with any questions.

Sincerely,

Handwritten signature of Camille C. Borden

Camille C. Borden
President

We have reviewed the proposed change order and find it to be reasonable for the scope.
Rob Hoenshel AIA
PQH Group Design, Inc.



P.O. Box 180190  
Tallahassee, FL 32318  
Phone: 850-562-0491  
accounting@woodlane.co  
woodlane.co

## Change Order

10380

6/12/24

Camille Borden

Project

Nassau County ...

Rep Brett

### Description

Fabricate and install replacement Judges Bench countertop with no monitor cutouts

Fabricate and install replacement Attorney Table countertops. (4) total with no monitor cutouts

**Total**

**\$9,800.00**



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.**

Purchase Order Number **24000516**

Purchase Order Date **06/21/2024**

Department **CAPITAL IMPROVEMENT MANAGEMENT**

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**

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

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

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

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	1.0000	EACH	\$351,738.0000	\$351,738.00
	GL #: 6I006519 - 562100 - CTRM3				\$351,738.00
2	FRAMING SOFFIT FOR HVAC VENTS	1.0000	EACH	\$14,987.6400	\$14,987.64
	GL #: 6I006519 - 562100 - CTRM3				\$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 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 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 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 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 indemnured 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 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 arise, 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 go 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@NASSAUCOUNTYFL.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



RECEIVED  
SEP 12 2024  
CC BORDEN CONSTR., INC. Bond No. 9292119

RIDER

To be attached to and form a part of Performance and Payment Bond, No. 9292119  
dated the 1st day of August, 2024 issued by  
Fidelity & Deposit Company of Maryland as Surety, on behalf of  
C.C. Borden Construction, Inc., as Principal,

in the penal sum of one million, four hundred thirty thousand, six hundred thirty six and seven cents  
Dollars (\$ 1,430,636.07 ), and in favor of Nassau County Board of County Commissioners

In consideration of the premium charged for the attached bond, it is hereby agreed that the attached bond be amended as follows:

- Original Bond Amount: 1,351,977.00
- Value of Modification up to 6: 68,204.72
- Value of Modification 7: 10,444.35
- New Total: 1,430,626.07

Provided, However, that the attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified, and further that the liability of the Surety under the attached bond and the attached bond as amended by this rider shall not be cumulative.

This rider shall become effective as of the 1st day of August, 2024

Signed, sealed and dated this 9th day of September



ATTEST:

[Signature]

PRINCIPAL

C.C. Borden Construction, Inc.

By [Signature]

Camille Borden President

Fidelity & Deposit Company of Maryland

ACCEPTED:

[Signature]

GEN90004ZZ1001F

By [Signature]  
William Hardaker, Attorney-in-Fact

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney... Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 9th day of September, 2024



*Brian M. Hodges*

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsclaims@zurichna.com](mailto:www.reportsclaims@zurichna.com)  
800-626-4577

**Certificate Of Completion**

Envelope Id: 7E09C3A56C144277B08A5AC5F7533CEC  
 Subject: CM3393 CC Borden Courtroom Build out Change Order 7 Approval form \$10,444.35  
 Source Envelope:  
 Document Pages: 10  
 Certificate Pages: 6  
 AutoNav: Enabled  
 EnvelopeId 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  
 9/23/2024 4:50:08 PM

Holder: Tabitha Givens  
 tgivens@nassaucountyfl.com

Location: DocuSign

**Signer Events**


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

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

**Timestamp**  
 Sent: 9/23/2024 4:51:52 PM  
 Viewed: 9/23/2024 4:54:41 PM  
 Signed: 9/23/2024 4:54:45 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: 9/23/2024 4:54:47 PM  
 Viewed: 9/24/2024 8:43:39 AM  
 Signed: 9/24/2024 8:44:43 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)

  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 164.51.200.51

Sent: 9/24/2024 8:44:45 AM  
 Viewed: 9/24/2024 9:40:56 AM  
 Signed: 9/24/2024 9:41:02 AM

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

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

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

Sent: 9/24/2024 9:41:06 AM  
 Viewed: 9/27/2024 4:39:12 PM  
 Signed: 9/27/2024 4:46:20 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><b>Electronic Record and Signature Disclosure:</b>  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: 9/27/2024 4:46:23 PM  Viewed: 9/27/2024 6:47:08 PM  Signed: 10/1/2024 12:07:42 PM</p>
<p>Denise C. May, Esq., BCS  dmay@nassaucountyfl.com  County Attorney  Nassau County BOCC  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<p><i>Denise C. May, Esq., BCS</i></p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 174.228.169.77  Signed using mobile</p>	<p>Sent: 10/1/2024 12:07:45 PM  Viewed: 10/1/2024 12:10:57 PM  Signed: 10/1/2024 12:11:18 PM</p>
<p>Taco E. Pope, AICP  tpope@nassaucountyfl.com  County Manager  Nassau County BOCC  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  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: 10/1/2024 12:11:20 PM  Viewed: 10/1/2024 12:33:43 PM  Signed: 10/1/2024 12:33:53 PM</p>
<p>BOCC AP  boccap@nassauclerk.com  Nassau County Clerk  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  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: 10/1/2024 12:33:55 PM  Viewed: 10/2/2024 11:24:08 AM  Signed: 10/2/2024 11:24:13 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><b>Electronic Record and Signature Disclosure:</b>  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: 10/2/2024 11:24:16 AM</p>

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

George Murray  
 gmurray@nassaucountyfl.com  
 Project Manager  
 Nassau County

**COPIED**

Sent: 10/2/2024 11:24:18 AM

Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
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BOCC Procurement  
 boccpurchase@nassaucountyfl.com  
 Security Level: Email, Account Authentication  
 (None)

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Sent: 10/2/2024 11:24:19 AM

**Electronic Record and Signature Disclosure:**  
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**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent  
 Certified Delivered  
 Signing Complete  
 Completed

Hashed/Encrypted  
 Security Checked  
 Security Checked  
 Security Checked

9/23/2024 4:51:52 PM  
 10/2/2024 11:24:08 AM  
 10/2/2024 11:24:13 AM  
 10/2/2024 11:24:19 AM

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