

NASSAU COUNTY PIGGYBACK AGREEMENT

THIS NASSAU COUNTY PIGGYBACK AGREEMENT (hereinafter “Agreement”) is by and between the **NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**, hereinafter called “County” and **JOHNSON-LAUX CONSTRUCTION, LLC**, hereinafter called “Vendor”.

WHEREAS, the County requires the following goods and services: construct in existing warehouse space for five (5) new commissioner offices, commissioners conference room, media studio, studio equipment closet, electrical closet, OMB office area and restroom modification at the James Page Governmental Complex located at 96135 Nassau Place Yulee, FL 32097; and

WHEREAS, the Vendor has previously entered into a Contract with Sourcewell (hereinafter “Lead Contracting Agency”), pursuant to a formal competitive procurement process for the same goods and services (hereinafter “Original Contract”), a copy of which is attached hereto and incorporated herein as “Exhibit A”; and

WHEREAS, Section 1-141(d)(3) of the Nassau County Code of Ordinances, Purchasing Policy, allows for piggybacking for the same goods or services; and

WHEREAS, the County desires to access the Original Contract with the Vendor for the acquisition of said goods and services in accordance with the terms of the “Exhibit A”.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

SECTION 1. Recitals.

1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

SECTION 2. Exhibits.

2.1 The Exhibits listed below are the exhibits incorporated into and made part of this Agreement:

Exhibit A ORIGINAL CONTRACT WITH LEAD CONTRACTING AGENCY; pricing for the Original Contract can be found at: <https://www.sourcewell-mn.gov/cooperative-purchasing/FL-R2-GC-092524-JLC>

Exhibit B VENDOR’S QUOTE/PROPOSAL

Exhibit C INSURANCE DOCUMENTS

SECTION 3. Prices, Parties and Additional Terms and Conditions.

3.1 The Vendor shall be compensated in an amount not to exceed Eight Hundred Thirty Thousand, Six Hundred Forty-Two Dollars and 32/100 (\$830,642.32) in accordance with Vendor's Quote/Proposal attached hereto and incorporated herein as Exhibit "B." The Vendor's Quote/Proposal shall reflect the pricing under the same terms and conditions as contained in Exhibit "A" or lower if needed but, cannot exceed the pricing listed in Exhibit "A".

3.2 All references to the Lead Contracting Agency in Exhibit "A" shall for the purpose of this Agreement be replaced with the words of "Nassau County" or "County".

3.3 Any additional terms or conditions not set forth in this Agreement or any attachments whether submitted purposely or inadvertently, shall have no force or effect. In the event of any conflict between the terms of this Agreement and the terms of the Original Contract or any attachments, the terms of this Agreement shall prevail.

SECTION 4. Term of Agreement.

4.1 Notwithstanding any other provision of the Original Contract to the contrary, the term of this Agreement shall begin upon the date fully executed and end on October 31, 2025. The parties agree that the term of this Contract may be extended per written agreement signed by both parties. The term of this Contract may be extended in one (1) year increments, with no changes in terms or conditions, upon mutual written agreement between the Vendor and the County. The County Manager is hereby authorized to execute any Contract extension upon approval by the County Attorney's Office. Any extension to this Contract shall be subject to availability of funds of the County as set forth in Section 11 hereinbelow.

SECTION 5. Termination for Default.

5.1 If the Vendor fails to perform any of its obligations under this Agreement, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Vendor, then the County may, without prejudice to any right or remedy the County may have, terminate this Agreement. *kl kl*

5.2 Upon termination of this Agreement ^{Vendor} ~~County~~ and shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials

related to the terminated work to the County; and (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 6. Termination for Convenience.

6.1 The County reserves the right to terminate this Agreement in whole or part by giving the Vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Vendor shall only provide those services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Agreement shall continue during such notice period, and the County shall continue to be responsible to the Vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Vendor. The Vendor shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 7. Public Records.

7.1 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Agreement, 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 agreement term and following completion of the Agreement if the Vendor does not transfer the records to the public agency.

- d. Upon completion of the Agreement, 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 Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, 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 County.
- e. A request to inspect or copy public records relating to a Nassau County Agreement must be made directly to the Nassau County Custodian of Public Records. If Nassau County does not possess the requested records due to the Vendor maintaining the public records, then Nassau County shall immediately notify the Vendor of the request for records. The Vendor must provide the records to Nassau County or allow the records to be inspected or copied within a reasonable time. If the Vendor does not comply with Nassau County's request for records, Nassau County shall be entitled to enforce the Agreement provisions herein for failure to comply with the terms of the Agreement. Any Vendor which fails to provide public records to Nassau County within a reasonable time may also be subject to penalties as provided under Section 119.10, Florida Statutes, including punishment by fine or may be guilty of committing a misdemeanor of the first degree for any willful and knowing violation.
- f. If a civil action is filed against the Vendor to compel production of public records relating to the Agreement, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:
 - (a) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and

- (b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the County and to the Vendor.
- g. A notice complies with this Section, if it is sent to the County's custodian of public records and to the Vendor at the Vendor's address listed on its Agreement with the County or to the Vendor's registered agent. Such notices shall be sent pursuant to Section 11.1 hereinbelow.
- h. If the Vendor complies with a public records request within eight (8) business days after the notice is sent, the Vendor is not liable for the reasonable costs of enforcement.
- i. In reference to any public records requested under this Agreement, the Vendor shall identify and mark specifically any information which the Vendor considers confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Vendor believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable to the information claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."
- j. In conjunction with the confidential and/or proprietary information designation, the Vendor acknowledges and agrees that after notice from County, the Vendor shall respond to a notice from the County immediately, but no later than 10 calendar days from the date of notification or the Vendor shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.
- k. The Vendor further agrees that by designation of the confidential/proprietary material, the Vendor shall defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the Vendor's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason

of any claim or action related to the Vendor's designation of material as exempt from public disclosure.

SECTION 8. E-Verify.

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

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

8.3 Compliance with the terms of the E-Verify program provision is made an express condition of this Agreement and the County may treat a failure to comply as a material breach of the Agreement. If the County terminates the Agreement pursuant to Section 448.095(2)(c), Florida Statutes, the Vendor may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated, and the Vendor is liable for any additional costs incurred by the County as a result of the termination of this Agreement.

SECTION 9. Prompt Payment Act.

9.1 All payments shall be made in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

SECTION 10. Notices.

10.1 All notices to the County under this Agreement shall be deemed served if sent in a manner requiring signed receipt of delivery, such as Federal Express, or if mailed, Registered or Certified Mail, return receipt requested as follows:

Point of Contact: Doug Podiak

Address: 45195 Musslewhite Rd

Callahan, FL 32011

Telephone Number: 904-530-6120

E-mail Address: dpodiak@nassaucountyfl.com

SECTION 11. Fiscal Funding.

11.1 This Agreement is subject to the availability of the County funding for each item and obligation and may be terminated without liability, penalty or further obligation other than payment of fees then due and owing.

SECTION 12. Indemnification.

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

SECTION 13. Insurance.

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

13.2 The Vendor shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the

exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

SECTION 14. Independent Vendor Status.

14.1 The Vendor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement 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.

14.2 The Vendor and the County agree that during the term of this Agreement: (a) the Vendor has the right to perform services for others; (b) the Vendor has the right to perform the services required by this Agreement; and (c) the Vendor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.

SECTION 15. Taxes, Liens, Licenses and Permits.

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

15.2 The Vendor shall secure and maintain all licenses and permits required to perform the services under this Agreement and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Agreement, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

15.3 The Vendor acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Vendor shall include notice of such exemptions in any subcontracts and purchase orders issued under this Agreement.

SECTION 16. Assignment.

16.1 The Vendor shall not assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the County.

SECTION 17. Compliance with Laws.

17.1 The Vendor agrees to comply with all applicable federal, state and local laws, rules and regulations during the term of this Agreement.

SECTION 18. Governing Law and Venue.

18.1 This Agreement shall be interpreted and construed in accordance with the laws of the Statue of Florida with Venue for any action brought in Nassau County, Florida.

SECTION 19. Severability.

19.1 If any section, subsection, sentence, clause, phrase, or portion of this Agreement is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 20. Foreign Countries:

20.1 In accordance with Section 287.138, Florida Statutes, the Vendor shall provide the County an affidavit, on a form approved by the County, signed by an officer or representative of the Vendor under penalty of perjury attesting that the Vendor will comply with all requirements of Section 287.138, Florida Statutes.

SECTION 21. Anti-Trafficking:

21.1 In accordance with Section 787.06, Florida Statutes, the Vendor shall provide the County an affidavit, on a form approved by the County, signed by an officer or representative of the Vendor under penalty of perjury attesting that the Vendor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

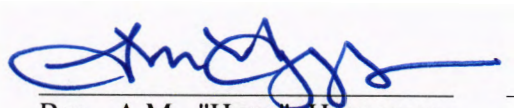
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Contract Tracking No. CM3943

IN WITNESS WHEREOF, the parties have executed this Agreement which shall be deemed an original on the day and year last written below (hereinafter "Effective Date").

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

Johnson-Laux Construction, LLC



By: A.M. "Hupp" Huppmann
Its: Chair (or designee)

7-14-25

Date

Kevin Johnson

6/25/2025

By: Kevin Johnson

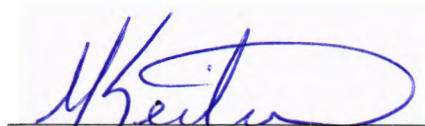
Date

Its: Manager

Address: 650 Garden Commerce Parkway,
Suite 100
Winter Garden, FL 34787

ATTEST TO CHAIR'S SIGNATURE

Approved as to form by County Attorney



Mitch L. Keiter, Ex-Officio Clerk

Date: JUL 14 2025

Denise C. May, Esq., BCS

Denise C. May, County Attorney

Date: 6/27/2025

ORIGINAL CONTRACT WITH LEAD CONTRACTING AGENCY

**Indefinite Delivery-Indefinite Quantity Construction Contract****Contract Number: FL-R1-GC-092524-JLC****Service Type: General Construction**

This Indefinite Delivery-Indefinite Quantity Construction Contract (Contract) is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 and **Johnson-Laux Construction, LLC**, 650 Garden Commerce Parkway, Suite 100, Winter Garden, FL 34787 (Contractor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state, and municipal governmental entities, K-12 and higher education entities, nonprofit entities, tribal governments, and other public entities located within the United States.

The Contractor desires to contract with Sourcewell to provide construction services to entities that access Sourcewell's indefinite delivery-indefinite quantity (IDIQ) construction contracts within the Service Region.

I. TERM OF CONTRACT

- 1) **Term.** This Contract, including the General Terms and Conditions incorporated by reference, is effective upon the date of the final signature below. The term of this Agreement is two (2) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on December 10, 2026, unless it is cancelled or extended as defined in this Contract.
 - a) **Extensions.** Sourcewell and Contractor may agree to up to three (3) additional one-year extensions beyond the original two-year term. The total possible length of this Contract will be five (5) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

II. REGION AND SERVICES

The Contractor's Region is: Region 1. The Contractor's IDIQ construction service type is: General Construction. The Contractor has agreed to perform work outside the Region.

III. ADJUSTMENT FACTORS

The Contractor will perform any or all Tasks in the Construction Task Catalog for the Unit Price appearing therein multiplied by the following Adjustment Factors. See the General Terms and Conditions for additional information.

A. **Normal Working Hours and Performed in Non-Secure Areas:** Work performed from 7:00 a.m. until 4:00 p.m. Monday to Friday, except Holidays. The Contractor will perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.2372.

B. **Other Than Normal Working Hours and Performed in Non-Secure Areas:** Work performed from 4:00 p.m. to 7:00 a.m. Monday to Friday, and any time Saturday, Sunday, and Holidays. The Contractor will perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.2377.

C. **Normal Working Hours and Performed in Secure Areas:** Work performed from 7:00 a.m. until 4:00 p.m. Monday to Friday, except Holidays. The Contractor will perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.2387.

D. **Other Than Normal Working Hours and Performed in Secure Areas:** Work performed from 4:00 p.m. to 7:00 a.m. Monday to Friday, and any time Saturday, Sunday, and Holidays. The Contractor will perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.2395.

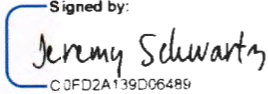
E. **Non-pre-priced Adjustment Factor:** To be applied to Work determined not to be included in the CTC but within the general scope of the work: 1.2973.

VI. AUTHORIZED REPRESENTATIVE

A. Sourcewell's Authorized Representative is its Chief Procurement Officer.

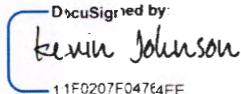
B. The Contractor's Authorized Representative is Kevin Johnson. If the Contractor's Authorized Representative changes at any time during this Contract, Contractor must promptly notify Sourcewell in writing.

Sourcewell

Signed by:

By: C0FD2A139D06489
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 12/10/2024 | 3:01 PM CST

Johnson-Laux Construction, LLC

DocuSigned by:

By: 11F0207F04764EE
Kevin Johnson
Title: President

Date: 12/10/2024 | 3:09 PM EST



650 GARDEN COMMERCE PARKWAY, SUITE 100
WINTER GARDEN, FL 34787
PHONE 407.770.2180
FAX 407.770.2181

"EXHIBIT B" VENDOR'S QUOTE/PROPOSAL

6/17/2025

TO: Ray Albury
Capital Projects Management Director

SUBJ: Nassau County Commissioners Office Addition

Ray

We are pleased to provide this proposal to complete the scope of work as noted below for Nassau County Commissioners Office Addition. The proposal sum along with notes and clarifications are listed below.

Eight Hundred Thirty Thousand Six Hundred Forty-Two Dollars and Thirty-Two Cents (\$830,642.32)

Summary Scope:

This project consists of building existing warehouse space for 5 new commissioner offices, commissioners conference room, media studio, studio equipment closet, electrical closet, OMB office area and restroom modification.

Detailed Scope of Work:

Provide labor, material, and equipment in accordance with the details discussed at the joint scope walks. Also reference the following:

- INTERIOR BUILD-OUT & COVERED ENTRY PLANS FOR
- BOARD OF COUNTY COMMISSIONER OFFICES
- 96135 NASSAU PLACE YULEE, FLORIDA 320967
- By Robert T Companion Date: 2025.04.21

DEMO:

- Demo existing block wall separating OMB and New Media Studio/Commissioner Office
- Demo existing 12'x12' overhead door, existing fan and metal doors as required for new space.
- Demo existing walls at existing restroom and Property Appraiser Office and Misc walls in space.
- Demo approx.. 8'x12' of existing concrete apron in front of existing overhead door.
- Demo approx. 50'LF of existing metal building vertical panels.
- Provide dust barrier wall as required so not to affect occupied areas not included in construction.

Exterior:

- Provide and install new metal framing as required for new door openings.
- Provide and install approx. 50' LF new prefinished metal building vertical panels. Match existing close as possible. Existing panel profile is not available, will match as close as available.
- Provide and install 4 new exterior doors and frames as indicated on drawings. Hardware included.
- Mag locks for access control (by owner)
- Provide and install Handicap auto push button at new main entrance for Commissioner office.
- Relocate 1 existing exterior door.
- Provide and install new 2 new exterior lights.
- Provide and install new awning at lobby entrance mounted on existing building with two support posts.
- Provide and install approx. 120 LF of new concrete sidewalks and ramps.
- Provide and install new concrete pads for A/C units.



- Provide and install approx. 96 SF of new concrete slab at the main entrance for Commissioner office.
- Provide and install two new concrete foundations for new awning supports consisting of thickened edge.
- Provide and install seed at disturbed areas by new concrete work.

Interior:

- Provide and install new 3-5/8" x 8' high metal framing for all interior walls. Media Studio walls to be to deck.
- Provide and install sound insulation on all new walls.
- Provide and install 5/8" drywall on all 20GA. new walls and provide a level 4 finish
- Provide and install a new 2'x4' acoustical ceiling system at 8' high to match existing grid and tile in facility.
Proposal to include the STC 40 in the commissioner's walls, acoustic ceiling with 12" insulation, and electrical upgrades.
- Provide and install sound insulation above the acoustic ceiling tiles.
- Provide and install satin paint on all new drywall walls. Existing walls are not included.
- Provide and install new carpet tile flooring in office areas.
- Provide and install ceramic tile flooring in one Men's/Women's restroom.
- Provide and install a rubber base on all new walls.
- Provide a small access door to the area between the exterior wall and restroom wall to access plumbing pipe and water heater.
- Provide and install LVP in Lobby area only.
- Provide and install 10 new prefinished wood interior doors. Owner to select stain color.
- Provide and install new metal interior KD frames
- Provide and install passage/lockset hardware on interior doors.
- Provide and install Electrical conduit and wire.
- Provide and install 2x4 LED flat panel lay-in in ceiling system
- Provide and install conduit and wire for low voltage. JLC will pull wire back to comm room and owner will punch down wire in rack. Wall mounted rack by owner. JLC will install all faceplates and test wires.
- Provide and install approx. 5-ton HVAC system for the new space. Sizing/design by HVAC subcontractor. Air handler unit to be mounted above ceiling. and A/C unit to be installed outside on concrete pad.
- HVAC unit will work on standalone controls and not tied into BMS.
- Provide and install HVAC unit for media studio space. The condenser unit is mounted on concrete pad outside.
- Provide and install all new supply duct for new offices.
- Provide and install duct insulation wrap on new supply duct. Supply extensions will be insulated flexible duct.
- Relocate electrical equipment as required for space layout.
- Move existing panel in lobby area into new wall.
- Provide and install a new panel and step-down transformer for the new 100-amp panel for the new Studio and offices.
- Provide and install plumbing rework for restroom as required for ADA requirements.
- Supply and install 1 handicap toilet and sink and accessories.
- Supply and install mirror, grab bars, toilet paper dispenser and paper towel dispenser.
- Supply and install conduit/boxes for access control only. Access control wire/hardware installation by owner.
- As of right now JLC is including an access panel for access to the plumbing and water heater behind restrooms.
- Provide and install handicap signage on restroom. Signage for offices has been excluded.
- Provide and install fire sprinkler system for new space, design by sprinkler subcontractor.



- Main sprinkler lines will not be relocated or moved.
- Provide and install Fire Alarm as required per code, design by fire alarm subcontractor.
- Provide and install LV conduit/ backbone and wiring. Complete and tested to LV rack. Owner to punch down at owner provide communication cabinet. Subcontractor to install a new communication cabinet on the wall.
- Relocate conduit on exterior of building to accommodate new front entrance door

Notes and Clarifications:

- Work to be performed during normal/regular business hours as defined: Monday through Friday, 7:00am to 5:00pm with holidays excluded. Work on Weekends will be required from time to time.
- Work is to be done in one continuous mobilization; we exclude any non-continuous work.
- Any access control tie-ins are excluded; GC will provide tie-in locations/backbone locations for the owner.
- If there are any delays to our schedule caused by other contracts/contractors separate from this contract, Johnson-Laux will follow the procedure set forth in the contract for claims.
- Owner to provide GC with laydown area and access near the work areas.
- Dumpster to be provided by GC.
- Typical Red-line as-builts by subcontractors
- LEED requirements and certification are not included.
- LEED Commissioning not included.
- JLC will provide general liability insurance.
- Professional Liability Insurance is not included.
- Environmental, or any other special insurance not included.
- Certified Payroll / Davis-bacon wages are not included.
- Any engineering, design, or drawings by GC are excluded.
- MEP's will pull permits attached to JLC master permit.
- Red-line as-builts by GC are included.
- Schedule date for completion will be dictated by agreed upon NTP
- Owner to provide early NTP to procure material.
- DBE, SBE, M/WBE, SLBE, etc. participation is not acknowledged.
- Owner responsible for removing existing furnishings in work area
- Liquidated damages to apply:
The parties also recognize the delays, expense, and difficulties involved in proving in legal or arbitration proceeding the actual loss suffered by the County if the Work is not completed on time. Accordingly, instead of requiring any such proof, the County and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the County \$500.00 for each day that expires after the time specified in the notice to proceed for Substantial Completion and until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the County, Contractor shall pay the County \$225.00 for each day that expires after the time specified in the notice to proceed for completion and readiness for final payment until the Work is completed and ready for final payment.
- Contractor to use Procore following the county's terms:
The Contractor shall submit photographs to the Owner of work progress on a weekly basis. These photographs shall be captured on the project and be date, time and location stamped and be uploaded in Procore. The Owner reserves the right to withhold progress payment if the required photographs are not provided or are deemed incomplete or



insufficient. Contractors are hereby required to utilize the Procore Construction Management platform for all project-related documentation, submittals, and coordination. Access to Procore will be provided by the Owner. Failure to consistently use Procore for maintaining accurate and up-to-date records may result in withheld payments or other corrective actions as deemed necessary by the Owner.

Allowances:

- Owner's allowance to be determined, if any
- Bond (Final price based on actual cost plus 10% contractor fee)
- Permit Fee (Final price based on actual cost plus 10% contractor fee)
- Builder's risk has been included (Final price based on actual cost plus 10% contractor fee)

Nassau County Commissioner Office Addition Preliminary Schedule

ID	Task Name	Early Start	Early Finish	% complete	Duration
1	PRE-CONSTRUCTION	Mon 6/2/25	Mon 6/16/25	0%	11 days
2	Project Award/Contract Negotiated and Executed	Mon 6/2/25	Mon 6/2/25	0%	1 day
3	Receive NTP to Procure Submittals	Mon 6/2/25	Mon 6/2/25	0%	1 day
4	Submit Permit	Fri 6/6/25	Fri 6/6/25	0%	1 day
5	Subcontractor/Vendor Awards	Tue 6/3/25	Mon 6/16/25	0%	10 days
6	SUBMITTAL PROCUREMENT	Tue 6/3/25	Fri 6/27/25	0%	19 days
7	Owner Furniture Submittals	Tue 6/3/25	Mon 6/23/25	0%	15 days
8	HVAC Submittals	Wed 6/4/25	Tue 6/17/25	0%	10 days
9	Electrical Submittals	Wed 6/4/25	Tue 6/17/25	0%	10 days
10	Plumbing Submittals	Mon 6/16/25	Fri 6/27/25	0%	10 days
11	Wood Doors/Hardware Submittals	Wed 6/4/25	Tue 6/17/25	0%	10 days
12	Flooring, Finishes, etc. Submittals	Wed 6/4/25	Tue 6/17/25	0%	10 days
13	SUBMITTAL APPROVAL	Wed 6/18/25	Fri 7/4/25	0%	13 days
14	Owner Furniture Submittal Approval	Tue 6/24/25	Wed 6/25/25	0%	2 days
15	HVAC Submittal Approval	Wed 6/18/25	Tue 6/24/25	0%	5 days
16	Electrical Submittal Approval	Wed 6/18/25	Fri 6/20/25	0%	3 days
17	Door/Hardware Approval	Wed 6/18/25	Tue 6/24/25	0%	5 days
18	Flooring/Finishes Submittal Approval	Wed 6/18/25	Tue 6/24/25	0%	5 days
19	Plumbing Submittal Approval	Mon 6/30/25	Fri 7/4/25	0%	5 days
20	MATERIAL PROCUREMENT	Mon 6/23/25	Wed 10/8/25	0%	78 days
21	Owner Furniture Procurement	Thu 6/26/25	Wed 10/8/25	0%	75 days
22	Wood Door Procurement	Wed 6/25/25	Tue 9/30/25	0%	70 days
23	Hardware Procurement	Wed 6/25/25	Tue 8/19/25	0%	40 days
24	HVAC Equipment Procurement	Wed 6/25/25	Tue 8/19/25	0%	40 days
25	Plumbing Fixtures	Mon 7/7/25	Fri 8/1/25	0%	20 days
26	Light Fixtures Procurement	Mon 6/23/25	Fri 8/15/25	0%	40 days
27	Aluminum Door Frame Procurement	Wed 6/25/25	Tue 8/19/25	0%	40 days
28	Electrical Transformer	Mon 6/23/25	Fri 8/29/25	0%	50 days
29	Flooring Procurement	Wed 6/25/25	Tue 8/5/25	0%	30 days
30	Construction	Mon 7/7/25	Fri 10/17/25	0%	75 days
31	NTP	Mon 7/7/25	Mon 7/7/25	0%	1 day
32	Mobilize	Mon 7/7/25	Wed 7/9/25	0%	3 days
33	Selective Demolition	Mon 7/7/25	Fri 7/11/25	0%	5 days
34	Framing Layout	Mon 7/14/25	Mon 7/14/25	0%	1 day
35	Framing	Tue 7/15/25	Wed 7/23/25	0%	7 days
36	MEP OH Rough	Mon 7/21/25	Fri 8/1/25	0%	10 days
37	Exterior wall panel work	Mon 8/18/25	Fri 9/5/25	0%	15 days
38	MEP Wall Rough	Mon 7/21/25	Tue 8/5/25	0%	12 days
39	Underground Electrical	Wed 8/6/25	Fri 8/8/25	0%	3 days
40	MEP Wall inspections	Wed 8/6/25	Thu 8/7/25	0%	2 days
41	Framing Inspection	Fri 8/8/25	Mon 8/11/25	0%	2 days
42	Hang Drywall	Tue 8/12/25	Mon 8/18/25	0%	5 days
43	Finish Drywall	Tue 8/19/25	Mon 9/1/25	0%	10 days
44	Prime and 1 coat walls	Tue 9/2/25	Thu 9/4/25	0%	3 days
45	Ceiling Grid	Fri 9/5/25	Wed 9/10/25	0%	4 days
46	Light Fixtures/Electrical Trimout	Thu 9/11/25	Fri 9/19/25	0%	7 days
47	Set Transformer	Mon 9/1/25	Tue 9/2/25	0%	2 days
48	HVAC Equipment Set and Final Trimout	Thu 9/11/25	Fri 9/19/25	0%	7 days
49	Plumbing Trimout	Tue 9/2/25	Thu 9/4/25	0%	3 days
50	Above Ceiling Inspections	Mon 9/22/25	Tue 9/23/25	0%	2 days
51	Install Ceiling Tile	Wed 9/24/25	Fri 9/26/25	0%	3 days