

CONTRACT FOR  
ASPHALTIC CONCRETE- SI, SII AND MILLINGS

THIS CONTRACT entered into this 23rd day of February, 2018, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **KUDZUE 3 TRUCKING INC.**, whose primary address is 165000 Oakhill Road, Hilliard, Florida 32046 and mailing address P. O. Box 1799, Yulee, Florida 32041, hereinafter referred to as "Vendor".

WHEREAS, the Board of County Commissioners of Nassau County, Florida received sealed bids for Asphaltic Concrete- SI, SII & Millings, Bid No NC17-029, on November 29, 2017 at 4:00 p.m.; and

WHEREAS, the Road & Bridge Department determined that Vendor was the lowest, most responsive and responsible bidder for the bid items as set forth in Exhibit "1"; and

NOW, THEREFORE, in consideration of the terms and conditions herein set forth, the County and the Vendor agree as follows:

**SECTION 1. Description of Services to be Provided**

The County does hereby retain the Vendor to furnish materials as further described in the Technical Specifications attached hereto as Attachment "A" and made a part hereof. Required materials shall be specifically enumerated, described and depicted in the Purchase orders authorizing performance of the specific task. This Contract standing alone does not require the County to place any orders for materials.

**SECTION 2. Receiving/Payment/Invoicing**

**No payment will be made for materials ordered without proper purchase order authorization.** The County shall pay the Vendor within forty-five (45) calendar days of receipt of invoice, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act. (Florida Statutes Section 218.70). Payment shall not be made until materials have been received, inspected and accepted by the County in the quality and quantity ordered. Payment will be accomplished by submission of an invoice, with the Purchase Order number referenced thereon and mailed to the address set forth in the Purchase Order. Payment in advance of receipt of goods by Nassau County cannot be made.

The invoice submitted shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid.

**SECTION 3. Acceptance of Goods/Materials**

Receipt of goods/materials shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the product meets bid specifications and conditions. Should the products differ in any respect from specifications, payment will be withheld until such time as the Vendor takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Manager's Office may authorize the recipient to refuse final acceptance of the goods. Should a representative of the County agree to accept the goods on condition that the Vendor will correct his performance within a stipulated time period, then payment will be withheld until the services are performed as specified.

**SECTION 4. Inspection/Acceptance Title**

Inspection and acceptance will be at destination unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the Vendor until accepted by the using department of Nassau County, unless loss or damage results from negligence by Nassau County or its using Department.

**SECTION 5. Firm Prices**

Prices for goods and materials covered in the specifications shall be firm; net delivered to the ordering agency, **F.O.B. DESTINATION**, vendor paying all delivery costs and shall remain firm for the period of this Contract. No additional fees or charges shall be accepted.

**SECTION 6. Fund Availability**

This Contract is deemed effective only to the extent that appropriations are available. Pursuant to Florida Statutes all appropriations lapse at the end of the Fiscal Year. Multi-year awards shall be adequately funded but the County reserves the right not to appropriate for an ongoing procurement if it is deemed in its best interest.

**SECTION 7. Permits/Licenses/Fees**

Any permits, licenses or fees required for this service will be the responsibility of the Vendor unless otherwise stated.

**SECTION 8. Taxes**

The County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales Tax. The Vendor will refrain from including taxes in any billing.

**SECTION 9. Laws Governing this Contract**

This Contract shall be consistent with, and be governed by, the Ordinances of Nassau County, the whole law of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida.

**SECTION 10. Changes**

The County reserves the right to order, in writing, changes in the work within the scope of the contract, such as change in quantity or delivery schedule. The Vendor has the right to request an equitable price adjustment in cases where changes to the contract under the authority of this clause result in increased costs to the Vendor.

**SECTION 11. Modifications**

In addition to modifications made under the changes clause, this Contract may be modified within the scope of the contract upon the written and mutual consent of both parties, and approval by appropriate legal bodies in the County.

**SECTION 12. Assignment & Subcontracting**

The Vendor will not be permitted to assign its contract with the County, or to subcontract any of the work requirements to be performed without obtaining prior written approval by the County.

**SECTION 13. Severability**

If any section, subsection, sentence, clause, phrase, or portion of this Contract 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 14. Termination for Default**

The performance of the Contract may be terminated by the County in accordance with this clause, in whole or in part, in writing, whenever the County shall determine that the Vendor has failed to meet performance requirement(s) of the Contract.

**SECTION 15. Termination for Convenience**

The County reserves the right to terminate the Contract 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 termination from the County, the Vendor shall only provide those services specifically approved or directed by the County. All other rights and duties of the parties under the Contract 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 of default of the Vendor.

**SECTION 16. Force Majeure**

Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract 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 restriction, strikes and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the party.

**SECTION 17. Access and Audits**

The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the Work for at least three (3) years after completion of this Contract. The County and the Clerk of Courts shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the County's or the clerk's cost, upon five (5) days' written notice.

**SECTION 18. Vendor Responsibilities**

The Vendor will provide the services agreed upon in a timely and professional manner in accordance with specifications.

**SECTION 19. Public Emergencies**

The Vendor shall agree before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a "First Priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. The Vendor agrees to rent/sell/lease all goods and services to the county or governmental entities on a "first priority" basis.

**SECTION 20. Period of Contract/Option to Extend or Renew**

This Contract shall begin on the date of execution of this contract and terminate September 30, 2019. The performance period of this Contract may be extended upon mutual Contract between the Vendor and the County with no change in terms or conditions. Any extension of performance period under this provision shall be in one (1) year increments. Total contract length and individual one (1) year extensions shall be in the County's best interest and sole discretion. Any Contract or amendment to the Contract shall be subject to fund availability and mutual written agreement between the County and the Vendor.

**SECTION 21. Exercise of Option**

Exercise of option to extend term of contract: If the County wishes to enter into an option period, the County shall request from the Vendor their written statement of desire to enter into an extension of the performance period.

**SECTION 22. Probationary Period**

The first ninety (90) days of this Contract are to be considered a "probationary" period. At the County's election, this Contract may be terminated, based on the performance of the Vendor, and a new award be granted without another formal bid.

**SECTION 23. Escalation Clause**

Ninety (90) days prior to the end of the contract term, the Vendor may request in writing an increase in an individual item unit cost. Consideration of price increases at each renewal period will be given provided such escalations are reasonable and acceptable to the County. It is also expected that de-escalation of prices will be extended to the County if market so reflects. The County will consider a price adjustment based on the latest Consumer Price Index and/or proof of a manufacturer's price increase. Any and all proposed increases are subject to approval by the County.

**SECTION 24. Supervision**

The Vendor shall act as an independent contractor and not as an employee of the County. The County shall not exercise any supervision or control over the Vendor's employees performing services under this Contract. Such employees shall be accountable not to the County, but solely to the Vendor, who in turn is responsible to the County.

**SECTION 25. Indemnification and Insurance**

The Vendor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of this contract, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to loss to or destruction of tangible property, including loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Vendor and/or Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the County or any of its agents or employees, by any employee of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose

acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Vendor or any Subcontractor under Workers' Compensation acts, disability benefit acts, or other employee benefits act.

The vendor shall, and at its sole expense, agree to maintain in full force and effect at all times during the life of this contract, insurance coverage's, limits, including endorsements, as described in the General Information and Insurance Requirements, attached hereto as Exhibit 2. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the Vendor is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Vendor under the Contract.

**SECTION 26. Disputes**

Any dispute arising under this Contract shall be addressed by the representatives of the County and the Vendor as set forth herein. Disputes shall be set forth in writing to the County Manager with a copy to the Department Head or Vendor, depending on which party initiates the dispute, and provided by overnight mail, UPS, FedEx, or certified mail. A response shall be provided in the same manner prior to the initial meeting with the County Manager, the Department Head (or their designee), and a representative of the Vendor. This initial meeting shall take place no more than thirty (30) days from the written notification of the dispute addressed to the County Manager.

If the dispute is not settled at the initial meeting, the County Manager shall immediately notify the County Attorney. The Department Head (or his/her designee), the County Attorney, the County Manager, and the Department Head (or their designee(s)) shall meet with the Vendor's representative(s) within thirty (30) days of the County Manager's notification to the County Attorney of the continued dispute.

If there is no satisfactory resolution, the claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Vendor. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Vendor. Vendor shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

Venue for any mediation shall be in Nassau County, Florida. Venue for any litigation shall be in state court in Nassau County, Florida.

**SECTION 27. Public Records**

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6250, [DMOODY@NASSAUCOUNTYFL.COM](mailto:DMOODY@NASSAUCOUNTYFL.COM), 96161 NASSAU PLACE, 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 contract term and following completion of the contract if the Vendor does not transfer the records to the public agency.
- d. Upon completion of the contract, 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 contract, 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 contract, 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.

**SECTION 28. Request For Records; Noncompliance**

A request to inspect or copy public records relating to a public agency's contract 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.

If a Vendor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

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.

**SECTION 29. Civil Action**

If a civil action is filed against a Vendor to compel production of public records relating to a public agency's contract for services, 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 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.

A notice complies with subparagraph (b), 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 contract 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.

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.

**SECTION 30. Entire Agreement**

The written terms and provisions of this contract shall supersede all prior verbal statements of any official or other representative of the County. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or contract documents.

IN WITNESS WHEREOF, the parties have executed this contract, in two (2) copies, each of which shall be deemed an original on this day and year first above written.

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



PAT EDWARDS  
Its: Chairman

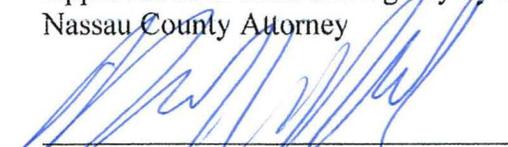
Attest as to authenticity of the  
Chair's signature:



JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

MES  
03-13-18

Approved as to form and legality by the  
Nassau County Attorney



MICHAEL S. MULLIN

**KUDZUE 3 TRUCKING INC.**

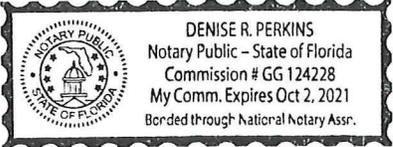
Randy Maloy  
By: RANDY MALOY  
Its: PRESIDENT

STATE OF FLORIDA  
COUNTY OF DUVAL

Before me personally appeared, RANDY MALOY, who is personally known  or produced \_\_\_\_\_ as identification, known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 23RD day of FEBRUARY, 2018.

Denise R Perkins  
Notary Signature



Notary-Public-State of FLORIDA at large  
My Commission expires:

**ATTACHMENT "A" - TECHNICAL SPECIFICATIONS**

**TECHNICAL SPECIFICATIONS  
ASPHALTIC CONCRETE – SI & SIII & Milling  
BID NUMBER NC17-029**

1. The period of the resulting contract will be from date the contract is fully executed through September 30, 2019 with two (2) optional one- year extensions.
2. The payment due date for a local governmental entity for the purchase of goods or services other than construction services is 45 days per Florida Statutes Section 218.74.
3. Price quotes are to be F.O.B. to destination.
4. All charges must be indicated on the Bid Sheet. If not, Nassau County will have the authority to reject those charges.
5. Complete description and specifications of product must accompany each and every bid.
6. All materials shall conform to the current FDOT Standard Specifications for Road and Bridge Construction and FDOT Roadway and Traffic Design Standards Index.
7. Bidders are required to fill out the following bid sheet:

Bid Tabulation NC17-029  
 Asphaltic Concrete- SI, SIII, nd Millings  
 Bid Opening November 30, 2017 at 10:00am

Item	Description	Preferred Materials, Inc.		Hubbard Construction		Kudzue 3 Trucking		Duval Asphalt		
		Price New	Price Recycled	Price New	Price Recycled	Price New	Price Recycled	Price New	Price Recycled	
<b>1.0 ASPHALTIC CONCRETE SI- bid price shall indicate price per ton delivery made to Nassau County Vehicle</b>										
1.1	Job Quantities 0-100 tons	\$93.00	\$68.00	\$75.00	\$75.00	\$72.00	No Bid	\$95.00	\$75.00	
1.2	Job Quantities 101-800 tons	\$93.00	\$68.00	\$75.00	\$75.00	\$72.00	No Bid	\$95.00	\$75.00	
1.3	Job Quantities 801-2400 tons	\$93.00	\$68.00	\$75.00	\$75.00	\$72.00	No Bid	\$95.00	\$75.00	
1.4	Job Quantities 2401 and over tons	\$93.00	\$68.00	\$75.00	\$75.00	\$72.00	No Bid	\$95.00	\$75.00	
<b>2.0 ASPHALTIC CONCRETE SI- bid shall indicate price per ton F.O.B. to job sites in truck delivery to listed area locations in Nassau County, Florida</b>										
2.1	Hilliard Area- Job Quantities 0-100 tons	\$105.00	\$80.00	\$95.00	\$95.00	\$87.00	No Bid	\$130.00	\$110.00	
2.2	Hilliard Area- Job Quantities 101-800 tons	\$105.00	\$80.00	\$95.00	\$95.00	\$87.00	No Bid	\$130.00	\$110.00	
2.3	Hilliard Area- Job Quantities 801-2400 tons	\$105.00	\$80.00	\$95.00	\$95.00	\$87.00	No Bid	\$130.00	\$110.00	
2.4	Hilliard Area- Job Quantities 2401 & over tons	\$105.00	\$80.00	\$95.00	\$95.00	\$87.00	No Bid	\$130.00	\$110.00	
2.5	Callahan Area- Job Quantities 0-100 tons	\$103.00	\$78.00	\$95.00	\$95.00	\$83.00	No Bid	\$130.00	\$110.00	
<b>2.6 Callahan Area- Job Quantities 101-800 tons</b>										
2.6	Callahan Area- Job Quantities 101-800 tons	\$103.00	\$78.00	\$95.00	\$95.00	\$83.00	No Bid	\$130.00	\$110.00	
2.7	Callahan Area- Job Quantities 801-2400 tons	\$103.00	\$78.00	\$95.00	\$95.00	\$83.00	No Bid	\$130.00	\$110.00	
2.8	Callahan Area- Job Quantities 2401 & over tons	\$103.00	\$78.00	\$95.00	\$95.00	\$83.00	No Bid	\$130.00	\$110.00	
2.9	Yulee Area- Job Quantities 0-100 tons	\$103.00	\$78.00	\$95.00	\$95.00	\$83.00	No Bid	\$130.00	\$110.00	
2.1	Yulee Area- Job Quantities 101-800 tons	\$103.00	\$78.00	\$95.00	\$95.00	\$83.00	No Bid	\$130.00	\$110.00	
2.11	Yulee Area- Job Quantities 801-2400 tons	\$103.00	\$78.00	\$95.00	\$95.00	\$83.00	No Bid	\$130.00	\$110.00	
2.12	Yulee Area- Job Quantities 2401 & over tons	\$103.00	\$78.00	\$95.00	\$95.00	\$83.00	No Bid	\$130.00	\$110.00	
2.13	Fernandina Beach Area- Job Quantities 0-100 tons	\$105.00	\$80.00	\$95.00	\$95.00	\$87.00	No Bid	\$130.00	\$110.00	
2.14	Fernandina Beach Area- Job Quantities 101-800 tons	\$105.00	\$80.00	\$95.00	\$95.00	\$87.00	No Bid	\$130.00	\$110.00	
2.15	Fernandina Beach Area- Job Quantities 801-2400 tons	\$105.00	\$80.00	\$95.00	\$95.00	\$87.00	No Bid	\$130.00	\$110.00	
2.16	Fernandina Beach Area- Job Quantities 2401 & over tons	\$105.00	\$80.00	\$95.00	\$95.00	\$87.00	No Bid	\$130.00	\$110.00	
<b>3.0 ASPHALTIC CONCRETE- SIII- bid shall indicate price per ton delivery to Nassau County Vehicle</b>										
3.1	Job Quantities 0-100 tons	\$95.00	\$70.00	\$75.00	\$75.00	\$72.00	No Bid	\$95.00	\$75.00	

Bid Tabulation NC17-029  
 Asphaltic Concrete- SI, SIII, nd Millings  
 Bid Opening November 30, 2017 at 10:00am

			Preferred Materials, Inc.		Hubbard Construction		Kudzue 3 Trucking		Duval Asphalt	
3.2	Job Quantities	101-800 tons	\$95.00	\$70.00	\$75.00	\$75.00	\$72.00	No Bid	\$95.00	\$75.00
3.3	Job Quantities	801-2400 tons	\$95.00	\$70.00	\$75.00	\$75.00	\$72.00	No Bid	\$95.00	\$75.00
3.4	Job Quantities	2401 and over tons	\$95.00	\$70.00	\$75.00	\$75.00	\$72.00	No Bid	\$95.00	\$75.00

			Preferred Materials, Inc.		Hubbard Construction		Kudzue 3 Trucking		Duval Asphalt	
<b>4.0 ASPHALTIC CONCRETE- SIII- bid shall indicate price per ton F.O.B. to job sites in truck delivery to listed area locations in Nassau County, Florida</b>										

4.1	Hilliard Area- Job Quantities	0-100 tons	\$107.00	\$82.00	\$95.00	\$95.00	\$87.00	No Bid	\$130.00	\$110.00
4.2	Hilliard Area- Job Quantities	101-800 tons	\$107.00	\$82.00	\$95.00	\$95.00	\$87.00	No Bid	\$130.00	\$110.00
4.3	Hilliard Area- Job Quantities	801-2400 tons	\$107.00	\$82.00	\$95.00	\$95.00	\$87.00	No Bid	\$130.00	\$110.00
4.4	Hilliard Area- Job Quantities	2401 & over tons	\$107.00	\$82.00	\$95.00	\$95.00	\$87.00	No Bid	\$130.00	\$110.00
4.5	Callahan Area- Job Quantities	0-100 tons	\$105.00	\$80.00	\$95.00	\$95.00	\$83.00	No Bid	\$130.00	\$110.00
4.6	Callahan Area- Job Quantities	101-800 tons	\$105.00	\$80.00	\$95.00	\$95.00	\$83.00	No Bid	\$130.00	\$110.00
4.7	Callahan Area- Job Quantities	801-2400 tons	\$105.00	\$80.00	\$95.00	\$95.00	\$83.00	No Bid	\$130.00	\$110.00
4.8	Callahan Area- Job Quantities	2401 & over tons	\$105.00	\$80.00	\$95.00	\$95.00	\$83.00	No Bid	\$130.00	\$110.00
4.9	Yulee Area- Job Quantities	0-100 tons	\$105.00	\$80.00	\$95.00	\$95.00	\$83.00	No Bid	\$130.00	\$110.00
4.1	Yulee Area- Job Quantities	101-800 tons	\$105.00	\$80.00	\$95.00	\$95.00	\$83.00	No Bid	\$130.00	\$110.00
4.11	Yulee Area- Job Quantities	801-2400 tons	\$105.00	\$80.00	\$95.00	\$95.00	\$83.00	No Bid	\$130.00	\$110.00
4.12	Yulee Area- Job Quantities	2401 & over tons	\$105.00	\$80.00	\$95.00	\$95.00	\$83.00	No Bid	\$130.00	\$110.00
4.13	Fernandina Beach Area- Job Quantities	0-100 tons	\$107.00	\$82.00	\$95.00	\$95.00	\$87.00	No Bid	\$130.00	\$110.00
4.14	Fernandina Beach Area- Job Quantities	101-800 tons	\$107.00	\$82.00	\$95.00	\$95.00	\$87.00	No Bid	\$130.00	\$110.00
4.15	Fernandina Beach Area- Job Quantities	801-2400 tons	\$107.00	\$82.00	\$95.00	\$95.00	\$87.00	No Bid	\$130.00	\$110.00
4.16	Fernandina Beach Area- Job Quantities	2401 & over tons	\$107.00	\$82.00	\$95.00	\$95.00	\$87.00	No Bid	\$130.00	\$110.00

			Preferred Materials, Inc.		Hubbard Construction		Kudzue 3 Trucking		Duval Asphalt	
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**5.0 MILLING- bid shall indicate price per ton delivery to Nassau County Vehicle**

5.1	Job Quantities	0-100 tons	No Bid	No Bid	\$30.00	\$30.00	\$25.00	No Bid	No Bid	\$15.00
5.2	Job Quantities	101-800 tons	No Bid	No Bid	\$30.00	\$30.00	\$25.00	No Bid	No Bid	\$15.00
5.3	Job Quantities	801-2400 tons	No Bid	No Bid	\$30.00	\$30.00	\$25.00	No Bid	No Bid	\$15.00
5.4	Job Quantities	2401 and over tons	No Bid	No Bid	\$30.00	\$30.00	\$25.00	No Bid	No Bid	\$15.00

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 Asphaltic Concrete- SI, SIII, nd Millings  
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		Preferred Materials, Inc.	Hubbard Construction	Kudzue 3 Trucking	Duval Asphalt				
6.0 MILLING- bid shall indicate price per ton F.O.B. to job sites in truck delivery to listed area locations in Nassau County, Florida									
6.1	Hilliard Area- Job Quantities 0-100 tons	No Bid	No Bid	\$45.00	\$45.00	\$37.00	No Bid	No Bid	\$40.00
6.2	Hilliard Area- Job Quantities 101-800 tons	No Bid	No Bid	\$45.00	\$45.00	\$37.00	No Bid	No Bid	\$40.00
6.3	Hilliard Area- Job Quantities 801-2400 tons	No Bid	No Bid	\$45.00	\$45.00	\$37.00	No Bid	No Bid	\$40.00
6.4	Hilliard Area- Job Quantities 2401 & over tons	No Bid	No Bid	\$45.00	\$45.00	\$37.00	No Bid	No Bid	\$40.00
6.5	Callahan Area- Job Quantities 0-100 tons	No Bid	No Bid	\$45.00	\$45.00	\$36.00	No Bid	No Bid	\$40.00
6.6	Callahan Area- Job Quantities 101-800 tons	No Bid	No Bid	\$45.00	\$45.00	\$36.00	No Bid	No Bid	\$40.00
6.7	Callahan Area- Job Quantities 801-2400 tons	No Bid	No Bid	\$45.00	\$45.00	\$36.00	No Bid	No Bid	\$40.00
6.8	Callahan Area- Job Quantities 2401 & over tons	No Bid	No Bid	\$45.00	\$45.00	\$36.00	No Bid	No Bid	\$40.00
6.9	Yulee Area- Job Quantities 0-100 tons	No Bid	No Bid	\$45.00	\$45.00	\$36.00	No Bid	No Bid	\$40.00
6.1	Yulee Area- Job Quantities 101-800 tons	No Bid	No Bid	\$45.00	\$45.00	\$36.00	No Bid	No Bid	\$40.00
		Preferred Materials, Inc.	Hubbard Construction	Kudzue 3 Trucking	Duval Asphalt				
6.11	Yulee Area- Job Quantities 801-2400 tons	No Bid	No Bid	\$45.00	\$45.00	\$36.00	No Bid	No Bid	\$40.00
6.12	Yulee Area- Job Quantities 2401 & over tons	No Bid	No Bid	\$45.00	\$45.00	\$36.00	No Bid	No Bid	\$40.00
6.13	Fernandina Beach Area- Job Quantities 0-100 tons	No Bid	No Bid	\$45.00	\$45.00	\$37.00	No Bid	No Bid	\$40.00
6.14	Fernandina Beach Area- Job Quantities 101-800 tons	No Bid	No Bid	\$45.00	\$45.00	\$37.00	No Bid	No Bid	\$40.00
6.15	Fernandina Beach Area- Job Quantities 801-2400 tons	No Bid	No Bid	\$45.00	\$45.00	\$37.00	No Bid	No Bid	\$40.00
6.16	Fernandina Beach Area- Job Quantities 2401 & over tons	No Bid	No Bid	\$45.00	\$45.00	\$37.00	No Bid	No Bid	\$40.00

Bid Recommendation:

Item Division	Lowest Vendor
1.0 New	Kudzue 3 Trucking
1.0 Recycled	Preferred Materials, Inc.
2.0 New	Kudzue 3 Trucking
2.0 Recycled	Preferred Materials, Inc.
3.0 New	Kudzue 3 Trucking
3.0 Recycled	Preferred Materials, Inc.
4.0 New	Kudzue 3 Trucking
4.0 Recycled	Preferred Materials, Inc.
5.0 New	Kudzue 3 Trucking
5.0 Recycled	(no award)
6.0 New	Kudzue 3 Trucking
6.0 Recycled	(no award)

Note: Yellow highlight indicates the awarded bid items

# COPY

## INVITATION TO BID



### NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

Bid Title: Asphalt Concrete -SI, SII and Millings	
Bid Number: NC17-029	
Requesting Department: Road and Bridge	Bid Contact: Angela Gregory, Procurement Manager
Contact Address 96135 Nassau Place, Suite 6 Yulee, Florida 32097	Contact Information 904-530-6040 Email: <a href="mailto:agregory@nassaucountyfl.com">agregory@nassaucountyfl.com</a> 904-321-2658 (Fax)
Bid Due Date or Closing Date/Time: Wednesday, November 29, 2017 @ 4:00 PM	Bid Opening Date/Time: Thursday, November 30, 2017 @ 10:00 AM (or there soon after)
Location to Deliver Bid: John A. Crawford, Ex-Officio Clerk, Robert M. Foster Justice Center, 76347 Veterans Way, Suite 456, Yulee, FL 32097	

In accordance with the intent and content of this Invitation to Bid (ITB), we the undersigned do hereby offer to perform as stipulated in this response. Failure to do so may result in the forfeiting of bid security, removal from the County's bidder list, or other remedies available to the County under the laws of the State of Florida.

Legal Name of Bidder: Kudzue 3 Trucking, Inc.		
Business Address P.O. Box 1799 Yulee, FL 32041		
Phone Number 904-388-7838	Fax Number 904-384-9638	E-Mail Address: kudzue3@yahoo.com
Contractor's Florida License Number (as applicable):		
Authorized Signature (manual) <i>Randy Malay</i>	Date: 11-28-17	
Printed Signature: Randy Malay	Title: President	

#### General Instructions/Declarations

- Bids will be opened by a representative of the Clerk's Office at the Robert M. Foster Judicial Center, 76347 Veterans Way, Yulee, FL 32097, on the appropriate date and time as shown above. Bid results will be available pursuant to FS 119.071(b).
- Bids must be SUBMITTED ON THE FORM FURNISHED BY THE COUNTY and in accordance with specifications and list of quantities desired.
- Page One must be completed and submitted as the top sheet of your bid response.
- It is the intent and purpose of Nassau County that this Invitation to Bid promotes competitive bidding. It shall be the bidder's responsibility to advise the Contract Management Office at the address noted above, if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation to Bid to a single source. Such notification must be submitted in writing and must be received by the Contract Management Office not later than seven (7) calendar days prior to the bid closing date.
- THERE WILL BE NO PRE-BID CONFERENCE FOR THIS BID (see A20).**

**(THIS PAGE MUST BE RETURNED WITH YOUR BID)**

Initials: *Rm*

ATTACHMENT "B" – BID PRICE SHEET

BID PRICE SHEET  
 ASPHALTIC CONCRETE- SI, SIII, and MILLING  
 BID NUMBER NC17-029

Item	Description	Price New	Price Recycled
<b>1.0 ASPHALTIC CONCRETE SI- bid price shall indicate price per ton delivery made to Nassau County Vehicle</b>			
1.1	Job Quantities 0-100 tons	\$ 72	\$
1.2	Job Quantities 101-800 tons	\$ 72	\$
1.3	Job Quantities 801-2400 tons	\$ 72	\$
1.4	Job Quantities 2401 and over tons	\$ 72	\$
<b>2.0 ASPHALTIC CONCRETE SI- bid shall indicate price per ton F.O.B. to job sites in truck delivery to listed area locations in Nassau County, Florida</b>			
2.1	Hilliard Area- Job Quantities 0-100 tons	\$ 87	\$
2.2	Hilliard Area- Job Quantities 101-800 tons	\$ 87	\$
2.3	Hilliard Area- Job Quantities 801-2400 tons	\$ 87	\$
2.4	Hilliard Area- Job Quantities 2401 & over tons	\$ 87	\$
2.5	Callahan Area- Job Quantities 0-100 tons	\$ 83	\$
2.6	Callahan Area- Job Quantities 101-800 tons	\$ 83	\$
2.7	Callahan Area- Job Quantities 801-2400 tons	\$ 83	\$
2.8	Callahan Area- Job Quantities 2401 & over tons	\$ 83	\$
2.9	Yulee Area- Job Quantities 0-100 tons	\$ 83	\$
2.10	Yulee Area- Job Quantities 101-800 tons	\$ 83	\$
2.11	Yulee Area- Job Quantities 801-2400 tons	\$ 83	\$
2.12	Yulee Area- Job Quantities 2401 & over tons	\$ 83	\$
2.13	Fernandina Beach Area- Job Quantities 0-100 tons	\$ 87	\$
2.14	Fernandina Beach Area- Job Quantities 101-800 tons	\$ 87	\$
2.15	Fernandina Beach Area- Job Quantities 801-2400 tons	\$ 87	\$
2.16	Fernandina Beach Area- Job Quantities 2401 & over tons	\$ 87	\$
<b>3.0 ASPHALTIC CONCRETE- SIII- bid shall indicate price per ton delivery to Nassau County Vehicle</b>			
3.1	Job Quantities 0-100 tons	\$ 72	\$
3.2	Job Quantities 101-800 tons	\$ 72	\$
3.3	Job Quantities 801-2400 tons	\$ 72	\$
3.4	Job Quantities 2401 and over tons	\$ 72	\$
<b>4.0 ASPHALTIC CONCRETE- SIII- bid shall indicate price per ton F.O.B. to job sites in truck delivery to listed area locations in Nassau County, Florida</b>			
4.1	Hilliard Area- Job Quantities 0-100 tons	\$ 87	\$
4.2	Hilliard Area- Job Quantities 101-800 tons	\$ 87	\$
4.3	Hilliard Area- Job Quantities 801-2400 tons	\$ 87	\$
4.4	Hilliard Area- Job Quantities 2401 & over tons	\$ 87	\$
4.5	Callahan Area- Job Quantities 0-100 tons	\$ 83	\$
4.6	Callahan Area- Job Quantities 101-800 tons	\$ 83	\$
4.7	Callahan Area- Job Quantities 801-2400 tons	\$ 83	\$
4.8	Callahan Area- Job Quantities 2401 & over tons	\$ 83	\$
4.9	Yulee Area- Job Quantities 0-100 tons	\$ 83	\$
4.10	Yulee Area- Job Quantities 101-800 tons	\$ 83	\$

4.11	Yulee Area- Job Quantities	801-2400 tons	\$ 83	\$
4.12	Yulee Area- Job Quantities	2401 & over tons	\$ 83	\$
4.13	Fernandina Beach Area- Job Quantities	0-100 tons	\$ 87	\$
4.14	Fernandina Beach Area- Job Quantities	101-800 tons	\$ 87	\$
4.15	Fernandina Beach Area- Job Quantities	801-2400 tons	\$ 87	\$
4.16	Fernandina Beach Area- Job Quantities	2401 & over tons	\$ 87	\$
5.0 MILLING- bid shall indicate price per ton delivery to Nassau County Vehicle				
5.1	Job Quantities	0-100 tons	\$ 25	\$
5.2	Job Quantities	101-800 tons	\$ 25	\$
5.3	Job Quantities	801-2400 tons	\$ 25	\$
5.4	Job Quantities	2401 and over tons	\$ 25	\$
6.0 MILLING- bid shall indicate price per ton F.O.B. to job sites in truck delivery to listed area locations in Nassau County, Florida				
6.1	Hilliard Area- Job Quantities	0-100 tons	\$ 37	\$
6.2	Hilliard Area- Job Quantities	101-800 tons	\$ 37	\$
6.3	Hilliard Area- Job Quantities	801-2400 tons	\$ 37	\$
6.4	Hilliard Area- Job Quantities	2401 & over tons	\$ 37	\$
6.5	Callahan Area- Job Quantities	0-100 tons	\$ 36	\$
6.6	Callahan Area- Job Quantities	101-800 tons	\$ 36	\$
6.7	Callahan Area- Job Quantities	801-2400 tons	\$ 36	\$
6.8	Callahan Area- Job Quantities	2401 & over tons	\$ 36	\$
6.9	Yulee Area- Job Quantities	0-100 tons	\$ 36	\$
6.10	Yulee Area- Job Quantities	101-800 tons	\$ 36	\$
6.11	Yulee Area- Job Quantities	801-2400 tons	\$ 36	\$
6.12	Yulee Area- Job Quantities	2401 & over tons	\$ 36	\$
6.13	Fernandina Beach Area- Job Quantities	0-100 tons	\$ 37	\$
6.14	Fernandina Beach Area- Job Quantities	101-800 tons	\$ 37	\$
6.15	Fernandina Beach Area- Job Quantities	801-2400 tons	\$ 37	\$
6.16	Fernandina Beach Area- Job Quantities	2401 & over tons	\$ 37	\$

Company Name: Kudzue 3 Trucking, Inc.

Address: P.O. Box 1799

City, State, Zip: Yulee, FL 32041

Contact Person: Randy Maloy

Contact's Email Address: kudzue3@yahoo.com

Phone: 904-388-7838 Fax: 904-384-9638

REMINDER: THIS FORM IS TO BE INCLUDED WITH THE BID. FAILURE TO SUBMIT ALONG WITH BID MAY BE CAUSE FOR DISQUALIFICATION.

**EXHIBIT 2**

**GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS**

**COMMERCIAL GENERAL LIABILITY INSURANCE**

The Supplier/Vendor shall purchase and maintain at the Supplier/Vendor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 300,000
Medical Expense Limit (any one person)	\$ 10,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

**WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

The Supplier/Vendor shall purchase and maintain at the Supplier/Vendor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

<u>Part One</u> – Workers' Compensation Insurance – Unlimited	
Statutory Benefits as provided in the Florida Statutes and	
<u>Part Two</u> – Employer's Liability Insurance	
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

\*If leased employees are used, policy must include an Alternate Employer's Endorsement

**AUTOMOBILE LIABILITY INSURANCE**

The Supplier/Vendor shall purchase and maintain at the Supplier/Vendor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
---------------------------------------	-------------

Covered Automobiles shall include any auto owned or operated by the insured Supplier/Vendor, insured Sub-Sub-Supplier/Vendor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Supplier/Vendor or Sub-Sub-Supplier/Vendor.

**UMBRELLA LIABILITY INSURANCE**

The Supplier/Vendor shall purchase and maintain at the Supplier/Vendor's expense Umbrella Liability (Umbrella Form) insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Aggregate Limit	\$1,000,000

Supplier/Vendor shall require each of his Sub-Supplier/Vendors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance and Umbrella Liability insurance coverage meeting the same limit and requirements as the Supplier/Vendors insurance.

Certificates of Insurance acceptable to Nassau County Board of County Commissioners for the Supplier/Vendor's insurance must be received within five (5) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required for this Agreement shall contain an endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.

Certificates of Insurance and the insurance policies required for this Agreement will include a provision that policies, except Workers' Compensation, are primary and noncontributory to any insurance maintained by the Supplier/Vendor.

Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability and Umbrella Liability policy (ies). A copy of the endorsement(s) must be supplied to Nassau County Board of County Commissioners ten (10) days following the execution of the agreement or prior to the first date of services, whichever comes first.

CGL policy Additional Insured Endorsement must include Ongoing and Completed Operations (Form CG2010 11 84 **OR** Form CG2010 04 13 and GC2037 04 13 edition or equivalent). Other Additional Insured forms might be acceptable but only if modified to delete the word "ongoing" and insert the sentence "Operations include ongoing and completed operations".

CGL policy shall not be endorsed with Exclusion - Damage to Work performed by Sub-Supplier/Vendors on Your Behalf (CG2294 or CG2295)

CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement (CG2139) or Amendment of Insured Contract Definition (CG 2426)

CGL policy shall not be endorsed with Exclusion - Damage to Premises Rented to you (CG 2145)

CGL policy shall include broad form contractual liability coverage for the Supplier/Vendors covenants to and indemnification of the Authority under this Contract

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Certificates of Insurance shall be dated and shall show the name of the insured Supplier/Vendor, the specific job by name and job number, the name of the insurer, the policy number assigned its effective date and its termination date and a list of any exclusionary endorsements.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide' (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Supplier/Vendor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Supplier/Vendor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Supplier/Vendor, in which event, Supplier/Vendor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Supplier/Vendor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Supplier/Vendors coverage based on the evidence of insurance provided by the Supplier/Vendor shall not be construed as a waiver by Nassau County Board of County Commissioners of Supplier/Vendor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Supplier/Vendors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Supplier/Vendor's right under any policy with higher limits, and no policy maintained by the Supplier/Vendor shall be construed as limiting the type, quality or quantity of insurance coverage that Supplier/Vendor should maintain. Supplier/Vendor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Supplier/Vendor or any Sub-Supplier/Vendor contains deductible(s), penalty(ies) or self-insured retention(s), the Supplier/Vendor or Sub-Supplier/Vendor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Supplier/Vendor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.



## Request for Taxpayer Identification Number and Certification

**Give form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>KUDZUE 3 TRUCKING INC.</b>	
	Business name, if different from above <b>d/b/a KUDZUE 3 TRUCKING &amp; PAVING</b>	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) <b>P O BOX 1799</b>	Requester's name and address (optional) <b>Nassau County Board of County Commissioners 96135 Nassau Place #6 / Yulee FL</b>
	City, state, and ZIP code <b>YULEE, FL 32041</b>	List account number(s) here (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number
<b>20                      2325377</b>

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Demis Perkin</i>	Date ▶ <i>2-23-18</i>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS, AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL. UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE. TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US EVERY TIME YOU PAY YOUR CONTRACTOR.**

## **NOTICE TO OWNER**

and PRELIMINARY NOTICE TO OWNER, CONTRACTOR, SUBCONTRACTOR & SURETY (if applicable)  
(FLORIDA STATUTES 713.06, 713.23 and 255.05)

Date: 10/30/2020

70160340000031008605  
NASSAU COUNTY BOCC  
96135 NASSAU PLACE  
YULEE, FL 32097

The undersigned is furnishing, or has furnished the following described materials, labor and/or services:  
PAVING SERVICES

for the improvement of real property described as:

WINDFLOWER TRAIL A/K/A WINDFLOWER TRAIL

WINDFLOWER TRAIL

NASSAU COUNTY, FLORIDA

Under an order given by DREAM FINDER HOMES

8730

Florida law prescribes the serving of this notice and restricts your right to make payments under your contract in accordance with Section 713.06 and 255.05 Florida Statutes.

The undersigned requests a copy of the direct contract(s) and any payment bond for this project and agrees to pay reasonable copy costs for such copy.

If there is a PAYMENT BOND, then this notice will advise you that we intend to look to the applicable payment bond for payment of the foregoing items. Within ten (10) days of receipt of this notice, you are required by Florida Statutes Section 713.23 and 255.05 to furnish notice of the existence of such payment bond and a copy of said bond.

PLEASE NOTE: THIS NOTICE IS NOT A LIEN, CLOUD, NOR ENCUMBRANCE UPON TITLE TO YOUR PROPERTY, NOR IS IT A MATTER OF PUBLIC RECORD.

This notice is a standard business procedure of the undersigned firm, and does not adversely reflect upon the credit-worthiness or other reputation of any

person name herein. Request for Sworn Statement of Account must be addressed to: **KUDZUE 3 TRUCKING INC.**

### **IMPORTANT INFORMATION FOR YOUR PROTECTION**

Under Florida laws, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

If your contractor fails to pay sub contractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment. **EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.**

### **PROTECT YOURSELF**

**RECOGNIZE** that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.

**LEARN** more about the Construction Lien Law, Chapter 713, Part 1, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.

**By: J. Jones**

Agent For: **KUDZUE 3 TRUCKING INC.**

POST OFFICE BOX 1799

YULEE, FL 32041

G/C,DREAM FINDER HOMES,SUITE #300,14701 PHILIPS HWY,JACKSONVILLE,FL,32216

**WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS, AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL. UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE. TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US EVERY TIME YOU PAY YOUR CONTRACTOR.**

## **NOTICE TO OWNER**

and PRELIMINARY NOTICE TO OWNER, CONTRACTOR, SUBCONTRACTOR & SURETY (if applicable)  
(FLORIDA STATUTES 713.06, 713.23 and 255.05)

Date: 11/04/2020

70201290000217457797  
NASSAU COUNTY BOARD OF CTY COMM  
96135 NASSAU PLACE, STE 1  
YULEE, FL 32097

The undersigned is furnishing, or has furnished the following described materials, labor and/or services:  
ASPHALTIC CONCRETE HOT MIX AND/OR PAVING  
for the improvement of real property described as:  
YULEE A/K/A WINDFLOWER TRAIL  
NASSAU COUNTY, FLORIDA.

Under an order given by KUDZUE 3 TRUCKING, INC

6379-223931-102120

Florida law prescribes the serving of this notice and restricts your right to make payments under your contract in accordance with Section 713.06 and 255.05 Florida Statutes. The undersigned requests a copy of the direct contract(s) and any payment bond for this project and agrees to pay reasonable copy costs for such copy. If there is a PAYMENT BOND, then this notice will advise you that we intend to look to the applicable payment bond for payment of the foregoing items. Within ten (10) days of receipt of this notice, you are required by Florida Statutes Section 713.23 and 255.05 to furnish notice of the existence of such payment bond and a copy of said bond. PLEASE NOTE: THIS NOTICE IS NOT A LIEN, CLOUD, NOR ENCUMBRANCE UPON TITLE TO YOUR PROPERTY, NOR IS IT A MATTER OF PUBLIC RECORD. This notice is a standard business procedure of the undersigned firm, and does not adversely reflect upon the credit-worthiness or other reputation of any person name herein. Request for Sworn Statement of Account must be addressed to: **PREFERRED MATERIALS,INC - ASPHALT**

### **IMPORTANT INFORMATION FOR YOUR PROTECTION**

Under Florida laws, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

If your contractor fails to pay sub contractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment. **EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.**

### **PROTECT YOURSELF**

**RECOGNIZE** that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.

**LEARN** more about the Construction Lien Law, Chapter 713, Part 1, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.

**By: R. Waterfield**  
Agent For: **PREFERRED MATERIALS,INC - ASPHALT**  
4636 SCARBOROUGH DR  
LUTZ, FL 33559

KUDZUE 3 TRUCKING, INC, PO BOX 1799, YULEE, FL 32041  
G/C #70201290000217457803, DREAM FINDERS HOMES, LLC, 14701 PHILIPS HWY, #300, JACKSONVILLE, FL, 32256