

PROJECT INVOICE

PROJECT: Nassau County Courtroom 3/C and Judicial Chambers Buildout
VENDOR: C.C. Borden Construction, Inc. CONTRACT #: CM3393 INVOICE #: 14 - Final

Description Payment Account	Contract Value	Work Previously Completed	Work Completed this Invoice	Retainage Withheld	Current Payment Due	Contract Balance	Contract Balance with Retainage
Construction 18000000-205500 CTRM3	\$ 893,691.44	\$ 893,691.44	\$ -	\$ -	\$ -	\$ -	\$ 44,788.48
Construction 41000000-205500 CTRM3	\$ 46,299.36	\$ 46,299.36	\$ -	\$ -	\$ -	\$ -	\$ 2,314.97
Construction 61000000-205500 .CTRM3	\$ 493,583.83	\$ 493,583.83	\$ -	\$ -	\$ -	\$ -	\$ 24,575.28
Retainage Payable					\$ 71,678.73		
Total(s)	\$1,433,574.63	\$ 1,433,574.63	\$ -	\$ -	\$ 71,678.73	\$ -	\$ 71,678.73

AMOUNT TO PAY: \$ 71,678.73

BOARD OF COUNTY COMMISSIONERS' STAFF APPROVALS:

SIGNATURE DATE
Raymond Allure 4/30/2025

Project Manager
I attest that, to the best of my knowledge, the attached invoice reflects accurate quantities of the work in place and that the work was done in substantial conformance with applicable local, State, and/or Federal regulations, permits, and approved construction plans. If applicable, I also attest that, to the best of my knowledge, the attached invoice complies with the associated grant agreement and conditions.

Department Head/Managing Agent Marshall Eyerman 4/30/2025
I attest that, to be best of my knowledge, the attached invoice reflects accurate quantities of the work in place and that the work was done in substantial conformance with applicable local, State, and/or Federal regulations, permits, and approved construction plans. Additionally, to be best of my knowledge, the attached invoice corresponds to a contract by and between Nassau County and the vendor, that the work invoiced is within the scope of that contract, and that the work has not been paid for otherwise. I further attest that to the best of my knowledge, the work set forth in the invoice is proceeding within the timeframe set forth in the contract and the dispute resolution portion of the contract has not been invoked. Further, the contracted C.E.I. (if applicable), has verified that the work was performed and notes are on file that indicates the work was performed.

Office of Management and Budget Chris Lacambra 4/30/2025
I attest that, to the best of my knowledge, funds are available for payment of invoice consistent with the funding plan approved by the Board of County Commissioners.

County Manager
I attest that, to the best of my knowledge, the appropriate staff have reviewed and approved payment of this invoice and that no other conditions would prohibit releasing payment. Note: County Manager is not required to sign if invoice is less than \$100,000.

CLERK OF COURTS: LPB 5/1/2025
Clerk of Courts Approval

Financial Services Action
Special Instructions:

CHECK# DATE:

TO (OWNER) Nassau County Courthouse 76347 Veterans Way Yulee, FL. 32097	PROJECT: Nassau County Courthouse 3C Build Out	APPLICATION NO: 23007-14 Final	Distribution to: x OWNER x ARCHITECT ____ CONTRACTOR ____ ____
FROM (CONTRACTOR): CC Borden Construction, Inc. 1019 Rosselle St., Jax FL 32204	VIA (ARCHITECT): PQH Group Design, Inc 4141 SouthPoint Dr East Ste. 200	PERIOD TO: 1/31/25	
CONTRACT FOR:	Jacksonville, FL. 32216	PO NO: CM3393	
		CONTRACT DATE: 12/31/23	

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL			
Approved this Month			
Number	Date Approved		
1	4/23/24	14987.64	
2	5/22/2024	3244.14	
3 & 4	6/26/2024	3800.47	
5 & 6	7/26/2024	46172.47	
7,8,9 & 10		13392.91	
TOTALS		\$81,597.63	\$0.00

The undersigned Contractor certifies that to the best of the Contractors knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: C.C. Borden Construction, Inc.

By: Camille Borden
Camille Borden President

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Application is made for Payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached.

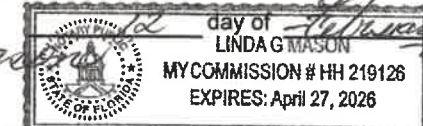
1. ORIGINAL CONTRACT SUM	\$ 1,351,977.00
2. Net change by Change Orders	\$ 81,597.63
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 1,433,574.63
4. TOTAL COMPLETED & STORED TO DATE	\$ 1,433,574.63
(Column G on G703)	
5. RETAINAGE:	
a. 0% of Completed Work	\$ -
(Column D + E on G703)	
b. 5% of Stored Material	\$ -
(Column F on G703)	
Total Retainage (line 5a + 5b or	
Total in Column I of G703)	\$ -
6. TOTAL EARNED LESS RETAINAGE	\$ 1,433,574.63
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate)	\$ 1,361,895.90
8. CURRENT PAYMENT DUE.	\$ 71,678.73
9. BALANCE TO FINISH, PLUS RETAINAGE..	\$ -
(Line 3 less Line 6)	

State of: Florida County of: Duval

Subscribed and sworn to before me this

Notary Public:

My Commission expires:

**AMOUNT CERTIFIED**

\$ _____

(Attach explanation of amount differs from the amount applied for)

ARCHITECT:

By: Robert D. Hoenschel Date: 2/13/25

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

PAGE 2 of 2

Buildout 3/C

[illegible]

RECEIVED

FEB 10 2025

C.C. Borden
Construction, Inc.

BOND NO. 9292119
FCP \$ 1,433,575

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**
AIA DOCUMENT G707

OWNER ☒
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

PROJECT: Nassau County Courthouse: Waiting/Deposition Room, Judge's Office, Reception and Workroom

TO (Owner)

Nassau County Board of County
Commissioners
96135 Nassau Place Ste 6
Yulee FL 32097

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Nassau County Courthouse:
Waiting/Deposition Room,
Judge's Office, Reception and
Workroom

CONTRACT DATE: 12/31/2023

CONTRACTOR: **C.C. Borden Construction, Inc.**
1019 Rosselle Street
Jacksonville, FL 32204

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above,
the (here insert name and address of Surety Company)

**Fidelity & Deposit Company of Maryland, 1400 American Lane, Tower I 19th Fl. Schaumburg, IL
60196, SURETY COMPANY,**

on bond of (here insert name and address of Contractor)

C.C. Borden Construction, Inc., 1019 Rosselle Street Jacksonville, FL 32204, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor
shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

Nassau County Board of County Commissioners, 96135 Nassau Place Ste 6, Yulee FL 32097
OWNER, as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this **5th** day of **February, 2025**.

Fidelity & Deposit Company of Maryland
Surety Company

William R. Hardaker

Signature of Authorized Representative

William R Hardaker

Title: Attorney-in-Fact/Florida Licensed Resident Agent

Attest:
(SEAL):

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 5th day of February, 2025.



Brian M. Hodges

Brian M. Hodges, Vice President

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

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

SECTION 00 63 63

CHANGE ORDER REQUEST FORM

PROJECT Nassau County Courthouse 3c Courtroom / Judicial Chamber No. 09

DATE OF ISSUANCE 11/07/2024 EFFECTIVE DATE 11/07/2024

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

COUNTY Contract No.: CM 3393

CONTRACTOR- C.C. BORDEN CONSTRUCTION INC ENGINEER / ARCHITECT- PQH Group Design, Inc.

Description of changes:

The undersigned parties agree to amend this Contract to add an additional 369 days to the contract for the completion of construction.

Attachments: (List documents supporting change) N/A

CHANGE IN CONTRACT PRICE: Original Contract Price \$ 1,357,977.00	CHANGE IN CONTRACT TIMES: Original Contract Times Substantial Completion: 274 / March 20, 2024 (days and dates) Ready for Final Payment: 294 / April 10, 2024 (days and dates)
Net change from previous Change Orders No. 0 to No. 8 \$ 79,519.42	Net change from previous Change Orders No. 0 to No. 08 14 days (days)
Contract Price prior to this Change Order \$ 1,431,496.42	Contract Times Prior to This Change Order Substantial Completion: 288 / April 20, 2024 (days and dates) Ready for Final Payment: 308 / April 24, 2024 (days and dates)
Net Increase (decrease) of this Change Order \$ 0.00	Net Increase (decrease) of this Change Order 369 (days)
Contract Price with all approved Change Orders \$ 1,431,496.42	Contract Times with all approved Change Orders Substantial Completion: 657 / April 20, 2025 (days and dates) Ready for Final Payment: 677 / April 28, 2025 (days and dates)

RECOMMENDED: By: <u>Rob Hoenshel</u> Engineer/Architect (Authorized Signature) Date: 11/7/2024	APPROVED: By: <u>Raymond Allurey</u> COUNTY (Authorized Signature) Date: 11/7/2024	ACCEPTED: By: <u>Camille Borden</u> Contractor (Authorized Signature) Date: 11/8/2024
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CHANGE ORDER REQUEST FORM

Nassau County Courthouse 3c Courtroom/ Judicial Chambers Buildout
PROJECT

No. 10

10/30/2024

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

ENGINEER / ARCHITECT: PQH Group Design, Inc

The undersigned parties agree to amend this Contract to add additional monies for the adjust framework to provide material and labor to install 15" LED recess light for Judge portrait (new light fixture to be controlled by existing switch).

Attachments: N/A

<p>CHANGE IN CONTRACT PRICE:</p> <p>Original Contract Price</p> <p>\$ <u>1,351,977.00</u></p>	<p>CHANGE IN CONTRACT TIMES:</p> <p>Original Contract Times <u>294 Days</u></p> <p>Ready for Final Payment: <u>4/10/2024</u></p> <p>_____ (days and dates)</p>
<p>Net change from previous Change Orders No. <u>0</u> to No. <u>9</u></p> <p>\$ <u>79,519.42</u></p>	<p>Net change from previous Change Orders No. <u>0</u> to No. <u>9</u></p> <p><u>383 Days</u></p> <p>(days)</p>
<p>Contract Price prior to this Change Order</p> <p>\$ <u>1,431,496.42</u></p>	<p>Contract Times Prior to this Change Order</p> <p>Substantial Completion: <u>677 Days</u></p> <p>Ready for Final Payment: <u>4/24/2024</u></p> <p>(days and dates)</p>
<p>Net Increase of this Change Order</p> <p>\$ <u>2,078.21</u></p>	<p>Net Increase (decrease) of this Change Order</p> <p><u>N/A</u></p> <p>(days)</p>
<p>Contract Price with all approved Change Orders</p> <p>\$ <u>1,433,574.63</u></p>	<p>Contract Times with all approved Change Orders</p> <p>Substantial Completion: <u>677 days</u></p> <p>Ready for Final Payment: <u>04/28/20245</u></p> <p>(days and dates)</p>

RECOMMENDED:

By: Rob Hoenshel
Engineer/Architect (Authorized Signature)
Date: 1/27/2025

APPROVED:

By: Raymond Allery
COUNTY (Authorized Signature)
Date: 1/27/2025

ACCEPTED:

By: Camille Borden
Contractor (Authorized Signature)
Date: 1/27/2025



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

1. Electronic/Facsimile

Transmission:

If any Purchase Order is fully executed and transmitted by fax or by other means
of electronic transmission, such transmission shall have the legal force and effe...

Purchase Order

Fiscal Year 2024

Page 1 of 1

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

Purchase Order Number **24000516**

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

Department **CAPITAL IMPROVEMENT MANAGEMENT**

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

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

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

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

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

NOTES

CM3393 COURTROOM 3/C & CHAMBER BUILD HVAC VENTS

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

FORMAL COMPETITIVE SOLICITATIONS CONTRACTS GREATER THAN \$100K

CM3993

NTE:\$1,366,964.64

TERMS:14 DAYS

6/12/23-4/24/24

PRIOR CONTRACT BAL \$351,738.00

CO#1 \$14,987.64

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

Purchase Order Total

\$366,725.64

VENDOR COPY

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

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

1. **Electronic/Facsimile Transmission:** If any Purchase Order is fully executed and transmitted by fax or by other means of electronic transmission, such transmission shall have the legal force and effect as a duly executed original delivered to Vendor.

2. **Prompt Payment:** The County shall pay all vendors within forty-five (45) calendar days of receipt of an invoice, in accordance with the Local Government Prompt Payment Act (Florida Statute 218.70). Payment shall not be made until goods/services have been received, inspected, and accepted by the County as to the quality and quantity ordered and received.

3. **Invoices:** All invoices shall be sent to the County address on the Purchase Order and shall include the Purchase Order number, Vendor's name, address and phone number, and clearly list quantities, item descriptions and units of measure.

4. **Extra Charges:** No additional charges of any kind, including charges for boxing, packing, transportation or other extras shall be allowed unless specifically agreed to in writing by an authorized agent of Nassau County.

5. **Discounts:** Discounts shall be computed from the date of satisfactory delivery, acceptance, or from receipt of correct invoice, whichever is later.

6. **Tax Exemption:** Nassau County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales and Use Taxes. Vendors shall not include taxes in any response, invoice, or statement.

7. **Entire Agreement:** The Purchase Order and this Attachment A and any additional attachments and/or addenda hereto shall constitute the entire and exclusive agreement between the parties and merges and supersedes all prior and contemporaneous agreements, dealings and negotiations. The County's placement of any order is expressly conditioned upon the Vendor's acceptance of these terms and conditions. Vendor's written confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance of these terms. No additional terms or conditions provided by the Vendor in accepting or acknowledging any purchase order shall be binding upon the County.

8. **Amendment or Modification:** No modification, alteration, or amendment shall be effective unless made in writing by change order, dated and signed by the County's authorized agent. Any additional or different terms in the Vendor's documents are deemed to be material alterations and notice of objection to and rejection of them is hereby given. Vendor shall not substitute the Goods. In the event this Purchase Order is the result of an executed contract, the executed contract shall take precedence.

9. **Assignment:** Vendor shall not assign any right or interest under the Purchase Order or attachments without the written permission of County.

10. **Fiscal Year Funding Appropriations:** A Purchase Order for supplies or services may be entered into for any period of time deemed to be in the best interest of County, provided the term of the Purchase Order and conditions of renewal and extension, if any, are included in the solicitations and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to annual appropriations by the Board of County Commissioners of Nassau County. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Purchase Order shall be cancelled and Vendor shall be entitled to reimbursement for the reasonable value of any work performed up to the date of cancellation.

11. **Time is of the Essence:** Time is of the essence. If completed deliveries are not made at the time agreed, the County reserves the right to cancel or purchase elsewhere and hold Vendor accountable for all damages sustained. If delivery dates cannot be met, Vendor agrees to advise the County, in writing, of the earliest possible shipping date for acceptance by the County. This provision is not in lieu of, and the County does not waive, any other available remedies provided by law.

12. **Failure to Perform:** Failure of the Vendor to perform as specified under the Purchasing Order may be cause for termination of that Purchase Order. The County reserves the right (in addition to any other remedies available by law) to cancel the Purchase Order with respect to goods/services not provided purchase goods/services from another source and to hold Vendor accountable for all damages sustained.

13. **Termination for Convenience:** The County may terminate any Purchase Order for convenience at any time, in whole or in part. In such event, County shall be liable only for materials or components procured, or work done or supplies partially fabricated under and until the date of termination of the Purchase Order. In no event shall County be liable for incidental or consequential damages.

14. **Delivery:** All prices shall be F.O.B. Destination, freight prepaid. Vendor assumes full responsibility for packing, crating, marking, transportation and liability for loss and/or damage.

15. **Packaging:** All shipments shall include an itemized list of each package's content, and reference the Purchase Order Number.

16. **Risk of Loss:** Regardless of F.O.B. point, Vendor agrees to bear all risk of loss, injury or destruction of goods and materials ordered which may for any reason occur prior to acceptance by the County. No such loss, injury or destruction shall release Vendor from any obligations under the Purchase Order.

17. **Inspection:** Goods and Materials must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the time of delivery, the goods shall be returned to Vendor at no cost to the County. The County reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery. The cost of inspection of goods rightfully rejected shall be charged to the Vendor. If reasonable inspection discloses that part of the goods received are defective or nonconforming, the County shall have the right to cancel any unshipped portion of the order.

18. **Quantity:** The quantities of goods/services as indicated on the Purchase Order shall not be exceeded without prior written authorization from the County. Excess quantities shall be returned to Vendor at Vendor's expense.

19. **Warranty:** Vendor warrants that all goods/services provided by Vendor under the Purchase Order shall be merchantable. All goods/services provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the Vendor or on the container or label. Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended. In addition, Vendor warrants that the goods/services furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise, or any person, corporation, partnership, or association.

20. **Non-Waiver of Rights:** No failure of either party to exercise any power or right given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder shall constitute a waiver of either party's power or right to demand exact compliance with the terms of this Purchase Order.

21. **Indemnification:** Vendor agrees to indemnify and hold harmless the County, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and appeal, of any kind and nature arising or growing out of or in any way connected with Vendor's performance under this Purchase Order. Vendor shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Vendor's performance under this Purchase Order.

22. **Insurance:**

22.1 Vendor shall carry insurance in the categories and coverage amounts as follows:

a. **Worker's Compensation:** full and complete coverage as required by Florida Law.

b. **General Liability:** combined single limits of not less than \$1,000,000.00 for Bodily Injury and Property Damage per occurrence.

c. **Automotive Liability:** minimum amount of \$1,000,000.00 combined single limits for Bodily Injury and Property Damage per accident.

22.2 The County shall be included under the comprehensive general liability policy as an additional insured. The Vendor shall provide thirty days written notice to the County prior to cancelling a policy before its expiration date.

23. **Patents and Copyrights:** Vendor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device which is the subject of patent rights or copyrights. Vendor agrees at its own expense, to hold harmless and to defend County and its agents against any claims, suits, or proceedings brought against County for patent or copyright infringement occasioned by the manufacture, sale, or use of materials supplied under this Purchase Order and to indemnify County against any damages occasioned by such claims whether justified or unjustified.

24. **Website Incorporation:** Nassau County shall not be bound by any content on the Vendor's website, even if the Vendor's has specifically referenced that content and attempted to incorporate that content into any other communication with the County.

25. **Compliance with Laws:** Vendor certifies that Vendor will comply with all applicable provisions of the Federal, State and local laws regulations, rules and orders. Vendor shall secure and maintain all licenses and permits required to perform the services under this Purchase Order.

26. **Public Entity Crimes:** In accordance with Section 287.133, Florida Statutes, Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services with the thirty-six (36) months immediately preceding the date of this Purchase Order.

27. **Governing Law:** The Purchase Order shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable Federal statutes, rules and regulations. Any and all litigation arising under this Purchase Order shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

28. **Anti-Discrimination:** Vendor agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

29. **Force Majeure:**

29.1 Neither party of this Purchase Order shall be liable to the other for any cost or damages if the failure to perform the Purchase Order arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.

29.2 In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Purchase Order. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Purchase Order to either party. In the case of any delay that the Vendor believes is excusable under this section, the Vendor shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Vendor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Vendor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE VENDOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Vendor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Vendor shall not be entitled to an increase in the Purchase Order price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Vendor shall perform at no additional cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Purchase Order to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Vendor, provided that the Vendor grants preferential treatment to the County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Vendor for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Purchase Order quantity; or (3) terminate the Purchase Order in whole or in part.

30. **Public Records:**

30.1 **Public Records Requirement:** The County is a public agency subject to Chapter 119, Florida Statutes.

30.2 **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PURCHASE ORDER, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530 - 6090, RECORDS@NASSAUCOUNTY.FL.**

96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097. Under this Purchase Order, to the extent that the Vendor is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Vendor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Purchase Order term and following completion of the Purchase Order if the Vendor does not transfer the records to the public agency.

(d) Upon completion of the Purchase Order, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the Purchase Order, the Vendor shall destroy and duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Purchase Order, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

30.3 **Request for Records; Noncompliance**

(a) A request to inspect or copy public records relating to a public agency's Purchase Order for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Vendor of the request, and the Vendor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

(b) If a Vendor does not comply with the public agency's request for records, the public agency shall enforce the Purchase Order provisions in accordance with the Purchase Order.

(c) A Vendor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10, Florida Statutes.

30.4 **Civil Action:**

(a) If a civil action is filed against a Vendor to compel production of public records relating to a public agency's Purchase Order for services, the court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees, if: (1) The court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and (2) At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, the public agency and to the Vendor.

(b) A notice complies with subparagraph(a)(2) hereinabove, if it is sent to the public agency's custodian of public records and to the Vendor at the Vendor's address listed on its Purchase Order with the public agency or to the Vendor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) A Vendor who complies with the public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

31. **Advertising:** Vendor shall not publicly disseminate any information concerning the Purchase Order without prior written approval from the County, including but not limited to, mentioning the Purchase Order in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Vendor's name and either a description of the Purchase Order or the name of the County in any material published, either in print or electronically, to any entity that is not a party to the Purchase Order, except potential or actual authorized distributors, dealers, resellers, or service representative.

32. **Relationship of Parties:** The Vendor shall perform the services under this Purchase Order as an independent Vendor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Purchase Order shall be interpreted or construed to constitute the Vendor or any of its agents or employees to be an agent, employee or representative of the County.

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

34. **Notices:** All notices, consents, requests or other communications to the County shall be in writing and shall be sent by hand delivery, or by requested) to the address below. Notices shall be deemed given: (i) at the time delivered, if personally delivered; (ii) at the time received, if mailed; and (iii) one (1) business day after timely delivery to the courier, if by overnight courier service. In the event either party needs to change addresses they may do so by sending written notice to the other party.

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