

VENDOR NAME/ADDRESS

C.A. Owens & Associates, Inc.

76347 Veteran's Way, Suite 4000

26A Site C-6 Road

YULEE, FLORIDA 32097

Freeport, Fl 32439

DEPARTMENT

Facilities Maintenance

850-835-7456

Bill Howard

850-835-7460

CM 900

REQUISITION BY:

APPROVED BY:

<input type="checkbox"/>	Subtotal
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☐ Total

\$262,800.00

Effective Date: October 2012

Nassau County Standard Purchase Order Terms and Conditions

The following General Terms and Conditions shall apply to all purchases by or on behalf of Nassau County unless specifically provided otherwise in writing and signed by an authorized agent of Nassau County:

1. Electronic/Facsimile Transmission: If any Purchase Order is fully executed and is transmitted by fax or by other means of electronic transmission, such transmission shall have the legal significance of a duly executed original delivered to Vendor.
2. Prompt Payment. Nassau County abides by Florida Statute Chapter 218 with respect to all matters relating to the payment of Vendors. The normal terms of payment will be "Net 45 days" from receipt and acceptance of goods or services from a proper invoice.
3. Invoice. All invoices shall be addressed to the address as indicated on the Purchase Order and must 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 will be allowed unless specifically agreed to in writing by an authorized agent of Nassau County.
5. Discount: Discount will 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 from Federal Excise Tax and State Sales Tax. Nassau County shall provide tax exemption number upon request by Vendor.
7. Entire Agreement. This Agreement and any attachments and/or addenda hereto that are executed by the County's duly authorized agent constitute the entire and exclusive agreement between the parties. 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 terms stated by Vendor in accepting or acknowledging any purchase order shall be binding upon the County unless accepted in writing by the County and signed by an authorized County agent.
8. Amendment or Modification. No agreement or understanding that modifies these terms and conditions shall be binding upon the County unless in writing and signed by the County's authorized agent.
9. Assignment. No right or interest in this Agreement shall be assigned by Vendor without the written permission of County and no delegation of any obligation owed by either Vendor or County shall be made without the written permission of the other party.
10. Fiscal year Funding Appropriation: (a) Specified Period: Unless otherwise provided by law, 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. (b) When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the purchase order shall be canceled

and Vendor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

11. Time is of the Essence. Time is of the essence in all Purchasing Agreements. 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 remedies provided by law.

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

13. Termination for Convenience. The County may terminate for its convenience at any time, in whole or in part any Purchase order. In such event, County shall be liable only for materials or components procured, or work done or supplies partially fabricated within the authorization of the Purchasing Agreement. In no event shall County be liable for incidental or consequential damages by reasons of such termination.

14. Delivery. All prices must 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 will include an itemized list of each package's content, and reference the County's 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 Purchasing Agreement.

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 disclosed 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 face of the Purchase Order must not be exceeded without prior written authorization from the County. Excess quantities may be returned to Vendor at Vendor's expense.

19. Warranty. Vendor warrants that all goods provided by Vendor under the Purchase Agreement shall be merchantable. All goods 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 within 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, of any person, corporation, partnership, or association.

20. Non-Waiver of Rights. No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.
21. Indemnification. Vendor agrees to indemnify and save 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 on appeal, of any kind and nature arising or growing out of or in anyway connected with the performance of this Agreement whether by act or because of or due to the mere existence of this Agreement between the parties.
22. Insurance. Vendor shall carry insurance in the categories and coverage amounts as provided on the face of the Purchase Order
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 material supplied under this agreement and to indemnify County against any damages occasioned by such claims whether justified or unjustified.
24. Website Incorporation. Nassau County expressly states that it will not be bound by any content on the Vendor's website, even if the Vendor's documentation specifically referenced that content and attempts to incorporate it into any other communication unless the County has actual knowledge of such content and has expressly agreed to be bound by it in writing that has been signed by an authorized representative of the county.
25. Compliance with Laws. Vendor certifies that in performing its obligations under any and all Purchasing Agreements that they will comply with all applicable provisions of the federal, state and local laws, regulations, rules and orders.
26. Public Entity Crimes. In accordance with Section 287.133, Florida Statutes, Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.
27. Governing Law. All Purchasing Agreements between the parties shall be governed by and construed according to the laws of the State of Florida and all applicable portions of the Florida Uniform Commercial Code. Venue for any action related to all Agreements between the parties shall be 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 handicaps, or other factors, except where such factor is a bonafide occupational qualification or is required by State and/or Federal Law.
29. Force Majeure. Performance of any obligation under this Agreement must be suspended by either party without liability, to the extent that an act of God, war, riot, fire, explosions, accidents, floods, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, any labor trouble, such as strike, lockout, or injunction (whether or not such labor event

is within the reasonable control of such party) or any other cause beyond the reasonable control of the party that delays, prevents, restricts, or limits the performance of this Agreement. The affected party shall invoke this provision by promptly notifying the other party of the nature and estimated duration or the suspension period. At County's option, the Agreement may be terminated or modified to account for the Force Majeure event. If the County fails to modify the Agreement within thirty (30) days of receipt of notification from the Vendor, the Agreement lapses with respect to any deliveries affected.

30. Public Records. Copies of documents, records, materials, and/or reproductions shall be requested in accordance with Chapter 119, Florida Statutes. Copyrighted material may be inspected, but cannot be copied or reproduced in accordance with.

31. Advertising. Vendor shall not publicly disseminate any information concerning any Agreement without prior written approval from the County, including but not limited to, mentioning the Agreement 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 Agreement 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 Agreement, except potential or actual authorized distributors, dealers, resellers, or service representative.

32. Relationship of Parties. Nothing in this Agreement shall create a partnership, joint venture or establish the relationship of principal and agent or any other relationship of similar nature between the parties. The parties to this Agreement shall be considered independent contractors and neither party is granted the right or authority to assume or create any obligation on behalf of or in the name of the other.

33. Severability. If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

34. Notices.

All notices, consents, requests and other communications hereunder shall be in writing and shall be sent by hand delivery, or by certified or registered mail (return receipt 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.

Add address

NOTICE OF AWARD

TO: C.A. OWENS & ASSOCIATES
CONTRACTOR

26A SITE C-6 ROAD
ADDRESS

FREEPORT FLORIDA 32439
CITY STATE ZIP

PROJECT: MEZZANINE SAFETY IMPROVEMENTS – DETENTION CENTER/BID NO. NC17-001
NAME

The Nassau County Board of County Commissioners has considered the recommendation to accept the Bid submitted by C.A. Owens & Associates for the above described work in response to its Advertisement for Bids February 28, 2017.

You are hereby notified that the Bid submitted by C.A. Owens & Associates has been accepted for the Mezzanine Safety Improvements in the amount of \$209,000.00 and the alternate for the stairs extending down eight (8) feet in the amount of \$53,800.00 for a total award amount of \$262,800.00 subject to: Receipt of the enclosed Purchase Order Terms and Conditions, applicable bonds and Certificate(s) of Insurance, within ten (10) calendar days from the date of this Notice to C.A. Owens & Associates. The bonds are required to be recorded at cost to the contractor. The bonds must be recorded within the same ten (10) day period referenced herein. The Clerk of Courts does not accept company or personal checks unless the signer is present and can provide identification.

If you fail to furnish the Purchase Order Terms and Conditions, the bonds and the Certificate of Insurance within ten (10) calendar days from the date of this Notice, the County will be entitled to consider any rights arising out of the County's acceptance of your Bid as abandoned and void. No expenditure of monies will be made to C.A. Owens & Associates.

You are required to return an acknowledged copy of the Notice of award, Purchase Order Terms and Conditions, Bonds, and Insurance Certificates to the Nassau County Board of County Commissioners, c/o John A. Crawford, Ex-Officio Clerk, 76347 Veterans Way, Yulee, Florida 32097. A copy must be sent to David Pensante, Procurement Manager, at 96135 Nassau Place, Suite 6, Yulee, Florida 32097.

Dated this _____ day _____, 2017.

Nassau County Board of County Commissioners

BY: _____

TITLE: Chairman

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____
this _____ day of _____, 2017.

BY: _____ TITLE: _____

YULEE, FLORIDA
March 1, 2017

Pursuant to advertisement, Requests for Proposals were received for **Mezzanine Safety Improvements, Detention Center Housing Area - Bid No. NC17-001.**" Proof of publication was present. The Invitations to Bid (ITBs) were due by 4:00 p.m. on February 28, 2017 and opened at 10:00 a.m. on March 1, 2017 by David Pensante, Procurement Manager; and Peggy Snyder, Deputy Clerk, at the Robert M. Foster Justice Center, 76347 Veteran's Way, Yulee, Florida. Also present was Bill Howard, Building Supervisor, and Tony Lombardy, Facilities Maintenance.

Florida Detention Systems. Inc.

P.O. Box 569
Melrose, FL 32666

Bid Received 2-28-17 at 1:43 p.m.

Location/Description	Lump Sum Bid
Materials and Labor per Scope	\$225,000.00
Alternate for stairs down 8'	68,000.00

C.A. Owens & Associates, Inc.

26A Site C6 Road
Freeport, FL 32439

Bid Received 2-28-17 at 3:52 p.m.

Location/Description	Lump Sum Bid
Materials and Labor per Scope	\$209,000.00
Alternate for stairs down 8'	53,800.00

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
 MEZZANINE SAFETY IMPROVEMENTS - DETENTION CENTER HOUSING AREA
 BID NO.: NC17-001
 BID OPENING: 03/01/17

		C.A. Owens & Associates		Florida Detention Systems, Inc.	
Item #	Description	Est. Time to Complete	Lump Sum Bid Price	Est. Time to Complete	Lump Sum Bid Price
1	All necessary materials, labor, insurances and permits required by Nassau County to perform the Mezzanine Safety Improvements at the Nassau County Detention Center	240 days	\$ 209,000.00	180 days	\$ 225,000.00

Alternate	Description	Est. Time to Complete	Lump Sum Bid Price	Est. Time to Complete	Lump Sum Bid Price
1	Alternate price for stairs extending down 8 feet	included in 240 days	\$ 53,800.00	included in 180 days	\$ 68,000.00
TOTAL BID including all options		240 days	\$ 262,800.00	180 days	\$ 293,000.00




INVITATION TO BID

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

Bid Title: Mezzanine Safety Improvements - Detention Center	
Bid Number: NC17-001	
Requesting Department: Facilities Maintenance	Bid Contact: David J. Pensante, Procurement Manager
Contact Address: 96135 Nassau Place, Suite 2, Yulee, FL 32097	Contact Number and Email: 904-530-6040 dpensante@nassaucountyfl.com
Bid Due Date or Closing Date/Time: Tuesday, February 28, 2017 @ 4:00 p.m.	Bid Opening Date/Time: Wednesday, March 1, 2017 @ 10:00 or soon there after
Location to Deliver Bid: Nassau County Board of County Commissioners, John A. Crawford, Ex-Officio Clerk, 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: C.A. Owens & Associates, Inc.		
Business Address 26A Site C-6 Road, Freeport, FL 32439		
Phone Number 850-835-7456	Fax Number 850-835-7460	E-Mail Address: clyde@caowensinc.com
Contractor's Florida License Number (as applicable):		
Authorized Signature (manual) 	Date: 2-28-2017	
Printed Signature: Clyde A. Owens	Title: President/Owner	

BIDDER DECLARATION / ACKNOWLEDGMENT

1. Bids will be opened by a representative of the Clerk's Office in the Clerk's Small Conference Room (76347 Veterans Way, Yulee, FL 32097) on the appropriate date and time as shown above. Bid documents will be available upon notice of an intended decision or after 30 days after bid opening (whichever is earliest), pursuant to FS 119.071 (b).
2. Bids must be SUBMITTED ON THE FORM FURNISHED BY THE COUNTY and in accordance with specifications and list of quantities desired.
3. Page One must be completed and submitted as the top sheet of your bid response.
4. 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.
5. **THERE WILL BE A MANDATORY PRE-BID CONFERENCE FOR THIS BID (SEE ARTICLE A18).**

(THIS PAGE MUST BE RETURNED WITH YOUR BID)

ATTACHMENT "B"

BID PRICE SHEET

**MEZZANINE SAFETY IMPROVEMENTS
NASSAU COUNTY DETENTION CENTER
NASSAU COUNTY, FLORIDA
BID NO. NC17-001**

The lump sum bid price below will cover all materials, labor, insurances and permits required by Nassau County to perform the Mezzanine Safety Improvements at the Nassau County Detention Center, pursuant to the scope of work as detailed in Attachment A – Scope of Work.

Vendor to provide this project with a "turnkey" quote and shall include all work and materials required to complete the project as stated.

Vendor to provide copies of all material and labor warranties on repairs.

Bids to include field measuring, demolition and installation of necessary materials. Vendor shall be responsible for all measurements.

Location/Description	Lump Sum Bid
Provide all necessary materials, labor, insurances and permits required by Nassau County to perform the Mezzanine Safety Improvements at the Nassau County Detention Center, pursuant to the scope of work as detailed in Attachment A – Scope of Work.	\$ <u>209,000.00</u>
Alternate price for stairs extending down 8 feet.	\$ <u>53,800.00</u>

TWO HUNDRED NINE THOUSAND DOLLARS

(Bid amount in words)

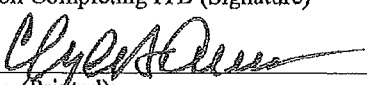
FIFTY-THREE THOUSAND EIGHT HUNDRED DOLLARS

(Alternate Bid amount in words)

The project shall be completed within 240 days from the date Contractor receives a Notice to Proceed or no later than September 30, 2017, whichever is earlier.

ATTACHMENT "D"

Addenda Acknowledgment

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period. Bid Number NC17-001	Addendum # <u>1</u> through # <u>1</u> Initial: CAO Date: 2/28/2017
Person Completing ITB (Signature) 	
Name (Printed): Clyde A. Owens	Title: President

>>>Failure to submit this form may disqualify your response<<<

ATTACHMENT "E"

NASSAU COUNTY

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for Detention Center Mezzanine Safety Improvements NC17-001
2. This sworn statement is submitted by C.A. Owens & Associates, Inc. (entity submitting sworn statement), whose business address is 26A site C-6 Road, Freeport, FL 32439 and its Federal Employee Identification Number (FEIN) is 59-3677369. (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).
3. My name is Clyde A. Owens (please print name of individual signing), and my relationship to the entity named above is President/Owner.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

ATTACHMENT "F"
EXPERIENCE OF BIDDER

The following questionnaire shall be answered by the bidder for use in evaluating the bid to determine the lowest, responsive, and responsible bidder, meeting the required specifications.

1. **FIRM NAME:** C.A. Owens & Associates, Inc.
Address: 26A site C-6 Road
City/State/Zip: Freeport, FL 32439
Phone: 850-835-7456 **Fax:** 850-835-7460
Name of primary contact responsible for work performance: Clyde A. Owens
Phone: 850-835-7456 **Cell Phone:** _____ **Email** cluede@caowensinc.com
2. **INSURANCE:**
Surety Company: Merchants Bonding Company
Agent Company: Cecil W. Powell & Company
Agent Contact: Robert T. Theus
Total Bonding Capacity: \$ 15,000,000.00 **Value of Work Presently Bonded:** _____
3. **EXPERIENCE:**
Years in business: Seventeen years
Years in business under this name: Seventeen years
Years performing this type of work: Seventeen years
Value of work now under contract: \$14,265,582.00
Value of work in place last year: \$7,914,599.00
Percentage (%) of work usually self-performed: 80%
Name of subcontractors you may use: DSI, All-phase Security
Has firm: Failed to complete a contract: No
Been involved in bankruptcy or reorganization: No
Pending judgment claims or suits against firm: No
4. **PERSONNEL**
How many employees does your company employ:

Management	<u>2</u>	Full time	_____	Part time
Site/Crew Supervisors	_____	Full time	_____	Part time
Workers/Laborers	<u>1</u>	Full time	_____	Part time
Clerical	<u>1</u>	Full time	_____	Part time
Other	_____	Full time	_____	Part time

5. WORK EXPERIENCE:

List your three (3) most significant commercial/governmental accounts where the contract was similar in scope and size to this bid.

Reference #1:

Company/Agency Name: Flagler County Jail

Address: 1002 Justice Lane, Bunnell, FL 32110

Contract Person: Scott Brewer

Phone: 850-514-1004 Fax: _____ Email: _____

Project Description: Jail Expansion & Renovation Project

Contract \$ Amount: \$1,743,410.00

Date Completed: October 2016

Reference #2:

Company/Agency Name: Jackson County Jail

Address: 3300 Theater Drive Newport, Arkansas 72112

Contract Person: James Blevins

Phone: 870-935-4428 Fax: _____ Email: _____

Project Description: New County Jail Facility

Contract \$ Amount: \$985,251.00

Date Completed: July 2016

Reference #3:

Company/Agency Name: White County Jail

Address: 1600 E Booth Road, Searcy, AR 72143

Contract Person: Don Abernathy

Phone: 901-213-3993 Fax: _____ Email: _____

Project Description: Jail expansion Project

Contract \$ Amount: \$381,155.00

Date Completed: November 2015

REMINDER:

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

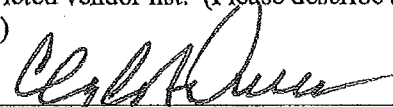
☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)


(Signature)

2/28/2017
Date

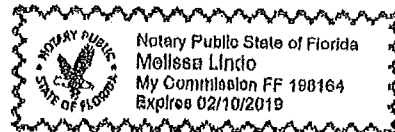
STATE OF FLORIDA
COUNTY OF Walton

PERSONALLY APPREARED BEFORE ME, the undersigned authority, Clyde A. Owens, who, after first being sworn by me, affixed his/her signature in the space provided above on this 28 day of February, 2017.


(Notary Public)

My Commission Expires: 2/10/19

(seal)




The undersigned declares that they have examined the Notice to Bidders, Instructions to Bidders, and Technical Specifications/Scope of Work and is informed fully with regard to all terms and conditions pertaining thereto and agrees under these specifications at the prices set forth above.

Company: C.A. OWENS & ASSOCIATES, INC.

Address: 26A SITE C-6 ROAD

City, State, Zip: FREEPORT, FL

By: 
(Signature)

CLYDE A. OWENS
(Above name printed or typed)

Phone: 850-835-7456 Fax: 850-835-7460

Email: clyde@caowensinc.com



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
Contract Management Department
96135 Nassau Place, Suite 6
Yulee, Florida 32097
904-530-6040 Fax: 904-321-5917

David J. Pensante
Procurement Manager
dpensante@nassaucountyfl.com

TO: All Proposers
FROM: David J. Pensante, Procurement Manager
SUBJECT: Addendum #1
Invitation to Bid, Bid Number NC17-001
Mezzanine Safety Improvements
February 8, 2017

REMINDER: This addendum must be acknowledged, signed and returned with your proposal. Failure to comply may result in disqualification of your submittal.

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to and shall take precedence over the original documents.

A mandatory pre-bid meeting was held Monday, February 6, 2017 for the Detention Center Mezzanine Safety Improvements, Bid Number NC17-001, at the Nassau County Detention Center located at 76212 Nicholas Cuthina Drive, Yulee, FL. Copy of sign-in sheets and meeting agenda are attached to this addendum.

David J. Pensante, Nassau County Procurement Manager began the meeting with introductions and discussing the bid submittal requirements. **Bids are due by Tuesday, February 28, 2017 at 4:00 p.m.** Caution was given to the bidders, if they plan on delivering their bid on the deadline date, to allow sufficient time for security clearance at the Robert M. Foster Justice Center which is located 76347 Veterans Way in Yulee, Florida. Bids received after 4:00 p.m. on February 28, 2017 will not be accepted.

It was also reiterated that there will be background check for all contract employees entering the facility. Each potential bidder was provided a package that outlines the requirements.

Bill Howard, Facilities Supervisor provided an overview of the project (*see discussion items on the agenda*). Additional information provided as follows:

- Working hours are restricted to Monday through Friday 7:00 am to 5:00 pm unless prior approval is granted.
- Tool list should be submitted on the first day work begins. Tools can be stored on site (gang box) with daily inventory requirements.
- Work will need to be done one Pod at a time as they can be cleared of inmates and "gang box" can be stored in working Pod overnight with proper inventory.

Facilities Personnel began a walk-through of the Detention Center Housing Area to allow potential bidders an idea of the required project. Discussions regarding the project during the walk-through are as follows:

- Currently there are multiple projects working in the Detention Center so close coordination will need to be made with other contractors to work on the same Pod. It may be difficult to have more than one Pod closed to inmates at a time.
- It is understood by Nassau County Personnel that it may be a number of weeks for materials to be received on site to begin work.
- The landing for each Pod will be included in the base bid. Only the stairs will be part of the alternate bid.
- Alternate products can be used if submitted 10 days prior to the bid due date, must meet the same specifications as what is reflected in the bid documents and must be approved by the County.
- A basic copy of the floor plan is available upon request.
- An area for a dumpster can be made available.
- It is the responsibility of the Contractor to dispose of all removed material.
- There are three (3) different types of Pods. Eight (8) of one size, two (2) of another and one (1) by itself.

Question & answers during the pre-bid conference are addressed above in the project overview or shown as a clarification below.

Part 1 – Questions & Answers

- Q1. Will there be power available to the contractor while working in the Pods?
A1. *Contractor will be required to bring their own generator that will be set up outside and power cords will be ran into the building through plumbing chase. There are no power outlets available in the Pods.*
- Q2. Are there any ventilation issues?
A2. *Exhaust Fans will be turned on and the fire alarm system will be put in test mode.*
- Q3. Can partial billing be issued against a Purchase Order if a Purchase Order is issued to the Contractor?
A3. *Yes, as long as the partial invoice is in sufficient detail and can be validated by Facilities personnel that the partial work has been completed or material has been received.*

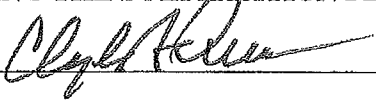
Part 2 - Clarifications

- C1. N/A

ATTACHMENTS:

Agenda for Non-Mandatory Pre-bid Conference, February 6, 2017
Sign-in Sheets for Mandatory Pre-Bid Conference, February 6, 2017

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM NO. 1, ISSUED DURING THE SOLICITATION PERIOD:

Vendor Signature:  **Date:** 2-28-17

NOTE: You are required to acknowledge receipt of this addendum by signing and submitting it with your bid/proposal (signature page only). In addition you are required to acknowledge receipt on the Addenda Acknowledgment (Attachment D).

End of Addendum #1

ATTACHMENT "G"
BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

C.A. Owens & Associates, Inc.
26A Site C6 Road, Freeport, FL 32439

SURETY (Name and Address of Principal Place of Business):

Merchants Bonding Company
P.O. Box 14498, Des Moines, IA 50306

OWNER (Name and Address):

Nassau County Board of County Commissioners
96135 Nassau Place, Ste. 2, Yulee, FL 32097

BID

Bid Due Date: 2/28/2017

Project (Brief Description Including Location): Bid No. NC17-001; Mezzanine Safety Improvements -
Detention Center

BOND

Bond Number: N/A

Date (Not later than Bid due date): 2/28/2017

Penal Sum: Not to Exceed Five Percent of Total Amount Bid

(Words)

5%

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

C.A. Owens & Associates, Inc. (Seal)

Bidder's Name and Corporate Seal

By: 

Signature and Title

Attest: 

Signature and Title

SURETY

Merchants Bonding Company (Seal)

Surety's Name and Corporate Seal

By: 

Signature and Title Robert T. Theus, Attorney-in-Fact
(Attach Power of Attorney)

Attest: 

Signature and Title Cassandra S. Sullins, Witness

Note: Above addresses are to be used for giving required notice.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

MERCHANTS
BONDING COMPANY, INC.
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Benjamin Powell; Fitzhugh K Powell Jr; Robert T Theus; Susan W Jordan; Walter N
Myers

of Jacksonville and State of Florida their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surely any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

FIFTEEN MILLION (\$15,000,000.00) DOLLARS

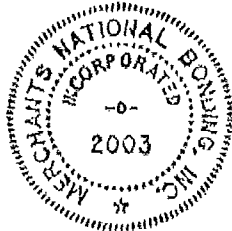
and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of Indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 25th day of March, 2015.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

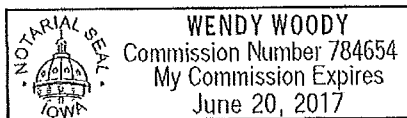
By

Larry Taylor
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 25th day of March, 2015, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



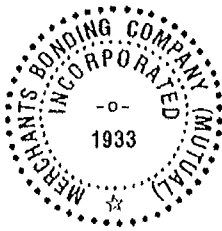
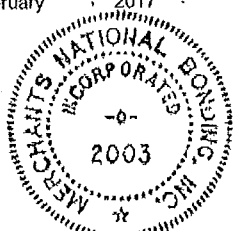
Wendy Woody

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 28th day of February, 2017.



William Warner Jr.
Secretary

POA 0014 (7/14)



CERTIFICATE OF LIABILITY INSURANCE

CAOWE-1

OP ID: WH

DATE (MM/DD/YYYY)

09/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Niceville Insurance Agency 109 Bullock Blvd Niceville, FL 32578 Garrett Floyd		CONTACT NAME: Garrett Floyd PHONE (A/C, No, Ext): 850-729-2131 E-MAIL ADDRESS: garrett@niafl.net FAX (A/C, No): 850-729-2134		
INSURED CA Owens & Associates Inc 26A Site C6 Rd Freeport, FL 32439		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Auto Owners Insurance Co		18988
		INSURER B: Landmark American Insurance Co		
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			LHA110739	06/18/2016	06/18/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			4932207601	06/18/2016	06/18/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			LHA075980	06/18/2016	06/18/2017	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	78183616	06/18/2016	06/18/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

JOB: Lawrence County Detention Center, 501 W Elm St, Walnut Ridge, AR 72476

See attached holder notes for more details

CERTIFICATE HOLDER**CANCELLATION**

LAWRE-1 Lawrence County AR Gov Office of the Lawrence County Judge Lawrence County Courthouse 315 W. Main St. Room 1 Walnut Ridge, AR 72476	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Manott S. Doyle</i>
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NOTEPAD:

HOLDER CODE **LAWRE-1**
INSURED'S NAME **CA Owens & Associates Inc**

CAOWE-1
OP ID: WH

PAGE 2

Date **09/14/2016**

Lawrence County Arkansas Government, Smith-Doyle Contractors, Inc. and SpiritArchitecture Group LLC are all listed as Additional Insureds in regard to General, Auto and Excess Liability coverages as required by written contract. A Waiver of Subrogation is issued in favor of Lawrence County Arkansas Government, Smith-Doyle Contractors, Inc. and SpiritArchitecture Group LLC in regard to General, Auto, Excess Liability and Workers' Compensation coverages as required by written contract. Insurance is primary and non-contributory to other insurance coverages available to the Lawrence County Arkansas Government, Smith-Doyle Contractors, Inc. and SpiritArchitecture Group LLC.