

PROJECT INVOICE

PROJECT: NASSAU COUNTY ANIMAL SERVICES CATTERY
VENDOR: THOMAS MAY CONSTRUCTION CO.
CONTRACT # CM2803

Project Invoice # 3158

INVOICE #:
Period to:

5 - FINAL - ROR
10/30/20

Item/Description	Account No.	Contract Total	Work Previously Completed	Work Completed this Invoice	Retainage this Invoice	Current Payment Due	Contract Balance
Improvements	04621562-562000-CATEX	\$227,650.00	\$227,650.00	\$0.00	-\$22,765.00	\$22,765.00	\$0.00
Retainage Payable						\$0.00	
Total(s)		\$227,650.00	\$227,650.00	\$0.00	-\$22,765.00	\$22,765.00	\$0.00
					Retainage to date	\$0.00	Balance w/ Retainage
							\$0.00

AMOUNT TO PAY:

\$22,765.00 - 04000000 - 205500 - CATEX

BOARD OF COUNTY COMMISSIONERS' STAFF APPROVALS:

SIGNATURE

DATE

Project Manager

See signed invoice by Jeff Little

11/26/2020

I certify 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 certify that, to the best of my knowledge, the attached invoice complies with the associated grant agreement and conditions.

Department Head

See signed invoice by Timothy Maguire

11/26/2020

I certify 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. Further, C.E.L., CDM Smith, has verified that the work was performed and notes are on file that indicates the work was performed.

Contract/Purchasing Manager

I certify that, to the best of my knowledge, the attached invoice corresponds to a contract by and between Nassau County and Thomas May Construction Co, that the work invoiced is within the scope of that contract, that the work has not been paid for otherwise, and that there are no liens filed against the project. I further certify 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.

Office of Management and Budget

I certify 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 certify 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 payment is less than \$100,000

CLERK OF COURTS:

Clerk of Courts Approval

Financial Services Action

Special Instructions:

CHECK#

DATE:

CLERK'S
FINANCIAL SERVICES
NASSAU COUNTY FL

2020 DEC 22 PM 4:50

RECEIVED

00:34 930 03
040 000

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER	NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS 96135 NASSAU PLACE YULEE FL 32097	PROJECT:	NASSAU ANIMAL SERVICES CATTERY 86078 LICENSE ROAD FERNANDINA BEACH FL 32034	APPLICATION NO: 5	PERIOD TO: 10/30/2020	Distribution to:
FROM	THOMAS MAY CONSTRUCTION COMPANY VIA ARCHITECT: GILLETTE & ASSOCIATES, INC. CONTRACTOR: 310 COLLEGE DRIVE ORANGE PARK FL 32065			CONTRACT FOR: NASSAU ANIMAL SERVICES CATTERY		
				CONTRACT DATE: 02/17/2020		
				PROJECT NOS:		

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input checked="" type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	CONSULTANT

CONTRACTOR'S APPLICATION FOR PAYMENT

1. ORIGINAL CONTRACT SUM
227,650.00
2. Net change by Change Orders
0.00
3. CONTRACT SUM TO DATE (Line 1+2)
227,650.00
4. TOTAL COMPLETED & STORED TO DATE
(Column G on detailed sheet)
227,650.00
5. RETAINAGE:
a. 0.00 % of Completed Work
(Column D + E on detailed sheet)
0.00
b. 0.00 % of Stored Material
(Column F on detailed sheet)
0.00
6. TOTAL EARNED LESS RETAINAGE
(Line 4 less Line 5 Total)
227,650.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate)
204,885.00
8. CURRENT PAYMENT DUE
22,765.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6)
0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in Previous month by Owner	0.00	0.00
Total approved this Month	0.00	0.00
NET CHANGES by Change Order	0.00	0.00
TOTAL	0.00	

CONTRACTOR'S CERTIFICATION OF WORK

The undersigned Contractor certifies that to the best of the Contractor's 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 the Certificates received from the Owner, and that current payment shown herein is now due.

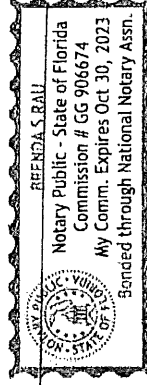
CONTRACTOR: THOMAS MAY CONSTRUCTION COMPANY Date: 10/26/2020

State of: FLORIDA County of: CLAY

Subscribed and sworn to before me this 26TH day of OCTOBER 2020

Notary Public: Prenda S. Rau

My Commission Expires: OCTOBER 30, 2023



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising the above application, the Architect certifies 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.

AMOUNT CERTIFIED: 22,765.00

(Attach explanation if amount certified differs from amount applied for). Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.

ARCHITECT: [Signature] Date: 10/26/20

This Certificate is non 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 on this Contract.

[Signature] Project Manager
[Signature] Director

CONTINUATION SHEET

Schedule of Work Completed

APPLICATION NO: 5
 APPLICATION DATE: 10/28/2020
 PERIOD TO: 10/30/2020
 ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	C Scheduled Value	D From Previous Applications	E Work Comp This Period	F Stored Materials (Not in D or E)	G Total Completed & Stored to Date (D+E+F)	% (G/C)	H Balance to Finish (C-G)	I Retainage
1	MOBILIZATION	5,000.00	5,000.00			5,000.00	100.00		
2	BONDS & INSURANCES	7,155.00	7,155.00			7,155.00	100.00		
3	GENERAL CONDITIONS	29,792.00	29,792.00			29,792.00	100.00		
4	SITEWORK / DEMOLITION	22,450.00	22,450.00			22,450.00	100.00		
5	CONCRETE FLATWORK / REBAR	10,288.00	10,288.00			10,288.00	100.00		
6	MASONRY	13,250.00	13,250.00			13,250.00	100.00		
7	ROUGH CARPENTRY	12,550.00	12,550.00			12,550.00	100.00		
8	ROOFING	21,455.00	21,455.00			21,455.00	100.00		
9	DOORS, FRAMES & HARDWARE	1,100.00	1,100.00			1,100.00	100.00		
10	WINDOWS	3,650.00	3,650.00			3,650.00	100.00		
11	STUCCO	9,850.00	9,850.00			9,850.00	100.00		
12	METAL FURRING	1,700.00	1,700.00			1,700.00	100.00		
13	RIGID INSULATION	2,730.00	2,730.00			2,730.00	100.00		
14	DRYWALL	3,750.00	3,750.00			3,750.00	100.00		
15	CERAMIC FLOOR TILE	8,200.00	8,200.00			8,200.00	100.00		
16	INTERIOR PAINTING	4,000.00	4,000.00			4,000.00	100.00		
17	EXTERIOR PAINTING	2,850.00	2,850.00			2,850.00	100.00		
18	SPECIALTIES	450.00	450.00			450.00	100.00		
19	PLUMBING ROUGH	3,718.00	3,718.00			3,718.00	100.00		
20	PLUMBING TRIM	2,312.00	2,312.00			2,312.00	100.00		
21	HVAC-A/C LABOR	5,500.00	5,500.00			5,500.00	100.00		
22	HVAC-A/C MATERIAL	4,000.00	4,000.00			4,000.00	100.00		
23	HVAC-DUCT LABOR	11,000.00	11,000.00			11,000.00	100.00		
24	HVAC-DUCT MATERIAL	4,900.00	4,900.00			4,900.00	100.00		
25	HVAC-A/C EQUIPMENT	24,000.00	24,000.00			24,000.00	100.00		
26	HVAC-MOBILIZATION	1,500.00	1,500.00			1,500.00	100.00		
27	ELECTRICAL-CONDUIT	3,250.00	3,250.00			3,250.00	100.00		
28	ELECTRICAL-CABLING	2,250.00	2,250.00			2,250.00	100.00		

CONTINUATION SHEET

Schedule of Work Completed

APPLICATION NO: 5
 APPLICATION DATE: 10/28/2020
 PERIOD TO: 10/30/2020
 ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	C Scheduled Value	D From Previous Applications	E Work Comp This Period	F Stored Materials (Not in D or E)	G Total Completed & Stored to Date (D+E+F)	%	H Balance to Finish (C-G)	I Retainage
29	ELECTRICAL-TRIM	2,250.00	2,250.00			2,250.00	100.00		
30	ELECTRICAL-FIXTURES	1,750.00	1,750.00			1,750.00	100.00		
31	ELECTRICAL-MOBILIZATION	1,000.00	1,000.00			1,000.00	100.00		
Totals:		227,650.00	227,650.00			227,650.00	100.00		



Browse



Details



Print



Excel



Word



Email

User Define

Search

Segment Find

Actions

Outout

Preview

Schedule

Office

Attach

Notes

Alerts

Totals

Months

Menu

Confirm

Search

Actions

Outout

Office

Tools

Menu

Account

Fund	104	...	MUNICIPAL	Acct	104.205500.CATEX
Org	04000000	...	MUNICIPAL	Acct name	RETAINAGE PAYBLE
Object	205500	...	RETAIN PAY	Type	Balance Sheet
Project	CATEX	...	CATTERY EXPANSION - Rollup	Status	Active
			Sub-Rollup		
			MultiYr Fund		

4 Year Comparison		Current Year	History				
Yr/Per	2021/01	Fiscal Year 2021		Fiscal Year 2020		Fiscal Year 2019	
Original Budget	.00			.00		.00	
Transfers In	.00			.00		.00	
Transfers Out	.00			.00		.00	
Revised Budget	.00			.00		.00	
Actual (Memo)	-17,965.60			-17,965.60		.00	
Encumbrances	.00			.00		.00	
Requisitions	.00			.00		.00	
Available	.00			.00		.00	
Percent used	.00			.00		.00	

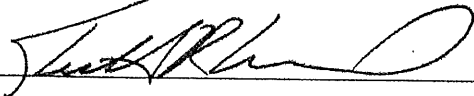
WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment
in the amount of \$ 22,765.00, hereby waives and releases
its lien and right to claim a lien for labor, services or
materials furnished to THOMAS MAY CONSTRUCTION COMPANY on the
project for NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS,
(Owner of Property)

for the following described property:

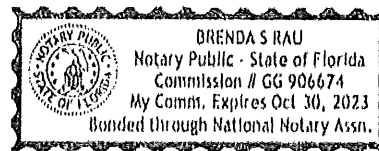
Project: NASSAU CO. ANIMAL SERVICES CATTERY ADDITION JOB #20012
Location: 86078 LICENSE ROAD, FERNANDINA BEACH, FL. 32034

This waiver and release does not cover any retention of labor,
services, or materials furnished after the date specified.

Dated on 10/26 20 20 THOMAS MAY CONSTRUCTION COMPANY
(Lienor's Name)
310 COLLEGE DRIVE
(Address)
ORANGE PARK, FLORIDA 32065
By: 
Print: KEITH R. WARD
Title: PRESIDENT

Sworn to and subscribed before me on this:

26TH day of OCTOBER A.D., 20 20
Brenda S. Rau
(Notary Public)



My Commission Expires: OCTOBER 30, 2023

Personally known to me: X

Produced Identification: _____

Driver's License # _____

Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

**UNCONDITIONAL
WAIVER AND RELEASE OF LIEN OR BOND
UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the sum of \$ 10.00, hereby waives and releases its lien or bond claim and right to claim a lien or claim against the bond including all claims, change orders or demands whatsoever for labor, services, or materials furnished to Certified Air Contractors, Inc. on the job of Nassau Animal Control Cattery Add. to the following described property:

86078 License Road
Fernandina Beach, Florida 32034

The undersigned represents that he/she is an authorized agent of Lienor and has authority to execute this Waiver and Release of Lien or Bond on behalf of Lienor.

DATED on 1/18/21.

Lienor's Name: Southern Air Specialties
By: [Signature]
Printed Name: R. STEVE JIVEY
Title: SALES

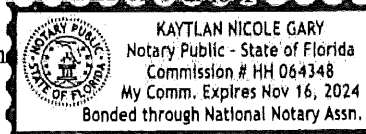
State of _____
County of _____

Sworn to and Subscribed before me this 18 day of JANUARY, 2021.

Kaytlan Nicole Gary
Notary Public

Commission Expires: _____
Commission Number: _____

Personally known or Produced Identification
Identification _____



Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

JANUARY 15, 2021

SOUTHERN AIR SPECIALTIES, INC.
4503 IRVINGTON AVE
SUITE 7
JACKSONVILLE, FL 32238

Re: CAPTIVE-AIRE SYSTEMS, INC.
Project: NASSAU CO ANIMAL SHELTER CATTERY ADDITION
86078 LICENSE RD
FERNANDINA BEACH, FL

Dear Sir or Madam:

CAPTIVE-AIRE SYSTEMS, INC. hereby releases the Bond Claim made on 12/29/2020 for the above project.

Please let us know if you have any questions.

Sincerely,



Colleen Kirk, (c/o cjordan@ncscredit.com) Agent for
CAPTIVE-AIRE SYSTEMS, INC.
4641 PARAGON PARK ROAD
RALEIGH, NC 27616
Contact: MS. SHANNON LACK at (919) 882 - 2410

Reference: N075733 426327-4090913

Distribution:

NASSAU COUNTY BOCC
86078 LICENSE ROAD
FERNANDINA BEACH, FL 32034

THOMAS MAY CONSTRUCTION
COMPANY
310 COLLEGE DRIVE
ORANGE PARK, FL 32065

CERTIFIED AIR CONTRACTORS, INC.
4502 IRVINGTON AVE
JACKSONVILLE, FL 32210

SOUTHERN AIR SPECIALTIES, INC.
4503 IRVINGTON AVE
SUITE 7
JACKSONVILLE, FL 32238

HARCO NATIONAL INSURANCE
COMPANY
702 OBERLIN ROAD
RALEIGH, NC 27605

THOMAS MAY CONSTRUCTION
COMPANY
C/O WARD, KEITH RONALD
2741 NAVAJO ROAD
ORANGE PARK, FL 32073

**UNCONDITIONAL
WAIVER AND RELEASE OF LIEN OR BOND
UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the sum of \$ 10.00, hereby waives and releases its lien or bond claim and right to claim a lien or claim against the bond including all claims, change orders or demands whatsoever for labor, services, or materials furnished to Southern Air Specialties on the job of Nassau Animal Control Cattery Add. to the following described property:

86078 License Road
Fernandina Beach, Florida 32034

The undersigned represents that he/she is an authorized agent of Lienor and has authority to execute this Waiver and Release of Lien or Bond on behalf of Lienor.

DATED on 1-19-2021.

Lienor's Name: Captive Aire

By: [Signature]

Printed Name: Michael D Day

Title: VP of Finance

State of _____
County of _____

Sworn to and Subscribed before me this 19 day of January, 2021.

[Signature]
Notary Public

Commission Expires: _____

Commission Number: _____

My Commission Expires 1-20-2025

Personally known or Produced Identification
Identification _____

Note: This is a statutory form. Pursuant to Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

Bond No. SEHNSU0776439

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Thomas May Construction Company, Inc.
310 College Drive
Orange Park, FL 32065

SURETY:

(Name, legal status and principal place of business)

Harco National Insurance Company
702 Oberlin Road
Raleigh, NC 27605

Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

OWNER:

(Name, legal status and address)

Nassau County Board of County Commissioners
96135 Nassau Place, Suite 1
Yulee, Florida 32097

CONSTRUCTION CONTRACT

Date: **February 19, 2020**

Amount: \$ **227,650.00** Two Hundred Twenty Seven Thousand Six Hundred Fifty and 00/100 Dollars

Description:

(Name and location)

Animal Services Cattery Addition
Contract No. CM2803
Bid # NC19-026

BOND

Date: **March 5, 2020**

(Not earlier than Construction Contract Date)

Amount: \$ **227,650.00** Two Hundred Twenty Seven Thousand Six Hundred Fifty and 00/100 Dollars

Modifications to this Bond:

☒ None

☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Thomas May Construction Company, Inc.

SURETY

Company: (Corporate Seal)

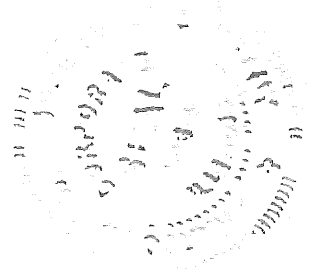
Harco National Insurance Company

Signature: _____

Name
and Title: **Keith R. Ward**
President

Signature: _____

Name
and Title: **James O. Congelio, Attorney-In-Fact**



(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Sterling Seacrest Partners
3111 W Dr. Martin Luther King Jr Blvd.
Suite 350
Tampa, FL 33607
813-498-1183
S-1852/AS 8/10

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

Bond No. SEHNSU0776439

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Thomas May Construction Company, Inc.
310 College Drive
Orange Park, FL 32065

SURETY:

(Name, legal status and principal place of business)

Harco National Insurance Company
702 Oberlin Road
Raleigh, NC 27605
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

OWNER:

(Name, legal status and address)

Nassau County Board of County Commissioners
96135 Nassau Place, Suite 1
Yulee, Florida 32097

CONSTRUCTION CONTRACT

Date: **February 19, 2020**

Amount: \$ **227,650.00** Two Hundred Twenty Seven Thousand Six Hundred Fifty and 00/100 Dollars

Description:

(Name and location)

Animal Services Cattery Addition
Contract No. CM2803
Bid # NC19-026

BOND

Date: **March 5, 2020**

(Not earlier than Construction Contract Date)

Amount: \$ **227,650.00** Two Hundred Twenty Seven Thousand Six Hundred Fifty and 00/100 Dollars

Modifications to this Bond:

☒ None

☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Thomas May Construction Company, Inc.

SURETY

Company:

(Corporate Seal)

Harco National Insurance Company

Signature:

Name
and Title:

Keith R. Ward
President

Signature:

Name
and Title:

James C. Congelio, Attorney-In-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Sterling Seacrest Partners
3111 W Dr. Martin Luther King Jr Blvd.
Suite 350
Tampa, FL 33607
813-498-1183
S-2149/AS 8/10

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ *(Corporate Seal)*

SURETY

Company: _____ *(Corporate Seal)*

Signature: _____ **N/A**
Name and Title:
Address

Signature: _____ **N/A**
Name and Title:
Address

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # **SEHNSU0776439**

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

JAMES N. CONGELIO, RICHARD W. NAYLOR, JAMES C. CONGELIO, MARGARET S. MEYERS, DOUGLAS L. RIEDER, BRIAN M. PERRY, F. ANDERSON PHILIPS, CARL R. WISE, PAUL BAKER, JOHN H. EARL

Atlanta, GA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents
on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex


Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

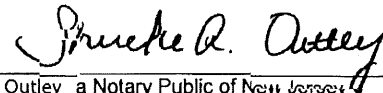
STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

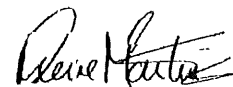


Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, **March 5, 2020**



Irene Martins, Assistant Secretary