

John Martin Aaron C. Bell Jeff Gray Thomas R. Ford Klynt Farmer Dist. No. 1 Fernandina Beach Dist. No. 2 Amelia Island Dist. No. 3 Yulee Dist. No. 4 Bryceville/Hilliard Dist. No. 5 Callahan/West Yulee

JOHN A. CRAWFORD Ex-Officio Clerk

MICHAEL S. MULLIN County Attorney

TACO E. POPE, AICP County Manager

## E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Project Name: Hilliard Playground
Bid No./Contract No.:
DEFINITIONS:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify System" means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with Nassau County; and

(904) 530-6100

An Affirmative Action / Equal Opportunity Employer

- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility", as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit (Exhibit "A") attesting that the Contractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract; and
- d) Contractor shall also require all subcontractors to execute the attached affidavit (Exhibit "B") attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

#### **CONTRACT TERMINATION:**

- a) If Nassau County has a good faith belief that a person or entity with which it is contracting has knowingly violated §448.09(1), Florida Statutes, the contract shall be terminated.
- b) If Nassau County has a good faith belief that a subcontractor knowingly violated §448.095(2), but the Contractor otherwise complied with §448.095(2), Florida Statutes, shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.
- e) If the contract is terminated for a violation of the Statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

#### **EXHIBIT "A"**

#### **CONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that Playcore Wisconsin, Inc. dba Gamelime (Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.
All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.
A true and correct copy of Playcore Wisconsin, Inc. dba Gametime (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.
Print Name: Rob Dominica
Date: 05/26/2022
STATE OF FLORIDA
COUNTY OF Florida
The foregoing instrument was acknowledged before me by means of physical presence or poline notarization, this <u>05/26/2022(Date)</u> by <u>Rob Dominica</u> (Name of Officer or Agent, Title of Officer or Agent) of <u>Playcore Wisconsin, Inc. dba Gamelime</u> (Name of Contractor Company Acknowledging), a <u>Florida</u> (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced as identification.
Notary Public
COURTNEYL CRAWFORD
Countney L. Crawford  Printed Name  Commission # HH 169051  Expires July 26, 2025  Bonded Thru Budget Healty Services
My Commission Expires: 07/26/2025



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/24/2022

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 DEPORTS OF PRODUCER AND THE CERTIFICATE HOLDER.

250	REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.								
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on									
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_		tne	ceru	ncate noider in ned of st	CONTA	CT Brenda	Young-Epps		
PRODUC Marsh U	DER SA, Inc.				DHAME	NAME: FAX			
Two Allia	ance Center				IAIC. NO	Ext): (707/3			
	nox Road, Suite 2400 GA 30326				AC. No. Ext): (404) 995 3074 [AIC, No):  E-MAIL ADDRESS: brenda.youngepps@marsh.com  INSURER(S) AFFORDING COVERAGE			NAIC#	
Atlanta, GA 30326 Atln: Atlanta, CerlRequest@marsh.com / Fax: 212-948-4321				1000		- Company of the Comp		35378	
CN102326389-CAS-GAUWX-21-22			INSURER A: Evanston Insurance Company				43575		
Mindred Ive			INSURER B : Indemnity Ins Co Of North America				20699		
Dba GameTime				INSURER C : ACE Properly And Casualty Ins Co				22667	
	Core Drive SE ne, AL 35967				INSURER D : ACE American Insurance Company				19445
, on ay	Heline godor				INSURER E: National Union Fire Ins Co. of Piltsburgh PA INSURER F: ACE Fire Underwriters Insurance Company				20702
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	70.1000		10115	NUMBER:	/C DCC	-005437667-00	THE INSURE	D NAMED ABOVE FOR THE	POLICY PERIOD
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INSR LTR	TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER MKLV2PBC001196		08/01/2021	08/01/2022	EACH OCCURRENCE S	2,000,000
A X	— — — I			THILLY IN GOOT TOO				DAMAGE TO RENTED PREMISES (Ea occurrence) \$	100,000
<u> </u>	CLAIMS-MADE X OCCUR							MED EXP (Any one person) \$	EXCLUDED
>	SIR \$250,000 Per Occ.							PERSONAL & ADVINJURY \$	2,000,000
_	Approximation of the second of							GENERAL AGGREGATE \$	4,000,000
G	EN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG \$	4,000,000
	POLICY X PRO. LOC							POLICY AGGREGATE \$	10,000,000
<b>D</b> .	OTHER:			CAL H25558030		08/01/2021	08/01/2022	COMBINED SINGLE LIMIT (Ea accident)	1,000,000
ļ	UTOMOBILE LIABILITY  ANY AUTO							BODILY INJURY (Per person) \$	
×	OWNED SCHEDULED							BODILY INJURY (Per accident) \$	
-	AUTOS ONLY AUTOS NON-OWNED							PROPERTY DAMAGE \$	
-	AUTOS ONLY AUTOS ONLY							Comp./Coll. Ded.: \$1,000 \$	
c ,	· · · · · · · · · · · · · · · · · · ·			XEUG71549501 003	-	08/01/2021	08/01/2022	EACH OCCURRENCE \$	10,000,000
'   '				RETENTION Umb Calastrophe \$	25,000			AGGREGATE \$	10,000,000
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D W	DED X RETENTION S 0 ORKERS COMPENSATION			WLR C67821956		08/01/2021	08/01/2022	X PER OTH-	
- AI	ND EMPLOYERS' LIABILITY Y/N			SCF C67821919		08/01/2021	08/01/2022	E.L. EACH ACGIDENT \$	1,000,000
_ ô	NYPROPRIETOR/PARTNER/EXECUTIVE N	N/A		SCF C67821877		08/01/2021	08/01/2022	E.L. DISEASE - EA EMPLOYEE \$	1,000,000
1 ' I <i>(</i> N	fandatory in NH)			(See Additional Page.)				E.L. DISEASE - POLICY LIMIT \$	1,000,000
	vés, describé under ÉSCRIPTION OF OPERATIONS below		-	BE 016159343		08/01/2021	08/01/2022	Each Occurrence	15,000,000
EE	xcess Umbrella			DE 0.10102042				Aggregate	15,000,000
								7,99,094.0	
	IPTION OF OPERATIONS / LOCATIONS / VEHIC	ES /	CORE	101 Additional Remarks Schedu	ule, may b	e attached if mo	re space is requir	red)	
Dr. Ad	laha.								
I	O Deard of Osymbu Commissioners is listed a	s add	tional i	nsured as their interests may appea	ar, during	and until complet	ion of the reterenc	ed	
project,	on a primary and non-contributory basis via attach	ed CG	2010,	when required by written contract.	A waiver	of Soprogation a	ppiles ili iavoi oi il	10	
addition	al Insured on the Workers Compensation policy, w	nen re	dairea	by willen contract.					
1									
CERTIFICATE HOLDER CANCELLATION									
CERT	IFICATE HOLDER				T				
Nassau County Board of				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE					
County Commissioners 96135 Nassau Place				THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
					~~	Popularius IIIII IIIs and III			
Yulee, FL 32097				AUTHORIZED REPRESENTATIVE					
					of Ma	rsh USA Inc.			
1					1			John Wha	the

 OHOTORED	ID. C	N102326389

LOC#: Atlanta

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<i>ACORD</i> °	

#### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA, Inc. POLICY NUMBER		NAMED INSURED PlayCore Wisconsin, Inc. Dba GameTime 150 PlayCore Drive SE Fort Payne,AL 35967
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers' Compensation (Continued):

WLR C67821956 - AL,AZ,CA,CO,FL,GA,IL,IN,KY,MI,MN,MO,NV,NY,OK,OR,PA,SC,TN,TX,UT,VA

SCF C67821919 - CA,CO,FL,GA,IL,IN,M!,MN,MO,MT,NC,NM,NV,NY,OK,OR,PA,SC,TN,TX

SCF C67821877 - Wisconsin (WI)

INSURED: PLAYCORE GROUP, INC

POLICY EFFECTIVE DATES: 08-01-2021 - 08-01-2022

POLICY NUMBER: MKLV2PBC001196

COMMERCIAL GENERAL LIABILITY CG 20 10 04 13

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations				
As required by written contract executed by both parties prior to loss	All locations				
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.					

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

#### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law: and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodly injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or