

# BOCC CONTRACT APPROVAL FORM

CS-21-082

(Contract Management Use only)

**CONTRACT TRACKING NO.**

**CM3099**

## GENERAL INFORMATION

Requesting Department: Facilities Maintenance

Contact Person: Raven Jones

Telephone: (904) 530-6120 Fax: ( ) \_\_\_\_\_ Email: rmjones@nassaucountyfl.com

## CONTRACTOR INFORMATION

Name: Total Equipment Training

Address: 1875 Eagle Farms Rd Chester Springs, PA 19425  
City State Zip

Contractor's Administrator Name: Coleen Fonts Title: Service Manager

Telephone: (610) 321-2679 Fax: ( ) \_\_\_\_\_ Email: sales@TET-us.com

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)

Authorized Signatory Name: Coleen Fonts

Authorized Signatory Email: sales@TET-us.com

## CONTRACT INFORMATION

Contract Name: Total Equipment Training

Description: Train-the-trainer for Nassau County equipment (gradall, skidsteer, frontend loader, etc)

GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Terms: Payment Period: lump sum Amount per Period: \$25,490.00

Total Amount of Contract: \$25,490.00

APPROXIMATE IF NECESSARY

Source of Funds: 03404541-555000 Termination/Cancellation: See attached terms on quote

Authorized Signatory: Taco E. Pope, AICP

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: Nov 1, 2021 to: Mar 1, 2022

Status:  New \_\_\_\_\_ Renew \_\_\_\_\_ Amend# \_\_\_\_\_ WA/Task Order

How Procured:  Sole Source  Single Source  ITB  RFP  RFQ  Coop.  Other \_\_\_\_\_

### If Processing an Amendment:

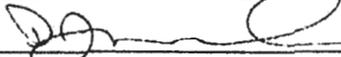
Contract #: \_\_\_\_\_ Increased Amount of Existing Contract: \_\_\_\_\_

New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ Total or Amendment Amount: \_\_\_\_\_

*Continued on next page*

<b>CHECKLIST</b>		
<i>Complete and attach before sending contract for final signature</i>		
<b>Requirement</b>	<b>Description</b>	<b>Certified Complete By</b>
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and staff members who have obligations under this contract.	Dept
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	Dept
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	Dept
Competition/Conflicts and Existing Contracts/Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	Dept Cty Atty
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	Cty Atty
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	Cty Atty
Term of Contract	Start and end dates of contract are included. Any renewals are included.	Cty Atty
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	Cty Atty/Risk
Insurance	Risk manager _____ has or _____ will approve insurance clauses. Levels confirmed in requirements	Dept
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	Cty Atty
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	Cty Atty
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	Router

**APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY**

1.  DP 10-7-21  
Department Head Date
2. Marshall Eyerman 11/22/2021  
Procurement Date
3. AR 11/23/2021 79  
Office of Mgmt & Budget Date
4. Denise C. May 11/24/2021  
County Attorney/Contracts Date

**COUNTY MANAGER – FINAL SIGNATURE APPROVAL**

5. Taco E. Popey AICP 11/24/2021  
County Manager Date

**RETURN ORIGINAL(S) TO CONTRACTS MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:**

Original: Clerk's Services; Contractor (original or certified copy)  
Copies: Department: Procurement: Office of Management & Budget: County Attorney: Contract Management: Clerk Finance

### Nassau County Board of County Commissioners Sole Source/Single Source Certification Form

Vendor Name: Total Equipment Training Department: Facilities Maintenance  
 Address: 1875 Eagle Farms Rd  
Chester Springs PA 19425  
 Phone: 610-321-2679 Date: 10/7/2021  
 Contact Name: Colleen Font  
 Account: 03404541-555000 Cost: \$25,490.00

**Description of Goods and/or Service:**

Train-the-trainer program is for competent and qualified operators that already have current and extensive operational skill and knowledge on each specific piece of equipment relating to the train the trainer program, which after graduation, will help to train the remaining County staff

Check one (1) of the following two (2) choices:

- Sole Source: The goods or services can be legally purchased from only one source.
- Single Source: The goods or services can be purchased from multiple sources, but, in order to meet certain functional or performance requirements, there is only one economically feasible source for this purchase.

Please check all of the following that apply:

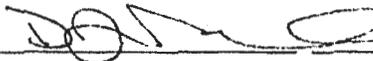
- Purchase can only be obtained from original manufacturer-not available through distributors.
- Only authorized area distributor of the original manufacturer.
- Parts/Equipment are not interchangeable with similar parts of another manufacturer.
- This is the only known source that will meet the specialized needs of this department or perform the intended function.
- This source must be used to meet warranty or service maintenance requirements.
- This source is required for standardization.
- None of the above apply.

**Comments/Explanations: (required)**

During this covid pandemic we reached out to multiple vendors to verify interest and the overwhelming response was that due to the Covid pandemic they were experiencing employee trainer shortages and they were not interested in onsite training. Due to our specific equipment criteria and usage the only viable training method acceptable to the county is to have trainers onsite to conduct the training. Total Equipment Training was the only company interested in responding with our needs in a timely fashion.

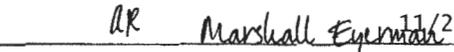
**Department Head**

*I certify that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for and follows the Nassau County Purchasing Policy.*

 11/17/2021

**Office of Management and Budget**

*I certify that, to the best of my knowledge, funds are available for payment and this purchase is consistent with the Nassau County Purchasing Policy.*

 11/22/2021

**County Manager**

*I certify that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.*

Taco E. Poppe AICP 11/24/2021

*JP*

**NASSAU COUNTY  
BOARD OF COUNTY COMMISSIONERS**

96135 Nassau Place Suite 1  
Yulee, FL 32097

**VENDOR NAME/ADDRESS**  
Total Equipment Training  
1875 Eagle Farms Road  
Chester Springs, PA 19425

**DEPARTMENT**  
Facilities Maintenance

**REQUESTED BY**  
Raven Jones

P: (610)321-2679 F: (610)321-2765

VENDOR NUMBER	PROJECT NAME	FUNDING SOURCE	AMOUNT AVAILABLE	STANDARD PO OR ENCUMBER ONLY	CONTRACT NO.
	Training	03404541-555000		Encumber Contract	CM3099
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	
1	Train the trainer equipment operating training class	1.00	\$ 13,570.00	\$ 13,570.00	
	on the following equipment: excavator,			\$ 0.00	
	vacuum truck, forklift, front loader, skid steer,			\$ 0.00	
	dump truck, street sweeper, compact roller, tractor			\$ 0.00	
	motor grader and water truck. (up to 5 people)			\$ 0.00	
		1.00	\$ 6,745.00	\$ 6,745.00	
2	Training Materials: train the trainer digital materials,			\$ 0.00	
	and binder for equipment. Eleven manuals with			\$ 0.00	
	tests for all eleven pieces of equipment			\$ 0.00	
		1.00	\$ 5,175.00	\$ 5,175.00	
3	Trainer Expenses: travel day, mileage, tolls, per			\$ 0.00	
	diem, licenses, certificates, certified mail and admin			\$ 0.00	
	fees			\$ 0.00	
				\$ 0.00	
				\$ 0.00	
	Sole Source/Single Source Purchases			\$ 0.00	
	4.2 Sole Source/Single Source			\$ 0.00	
	Documents attached.			\$ 0.00	

ORIGINAL - FINANCE  
COPY - DEPARTMENT

Shipping \$ 0.00  
Total \$ 25,490.00

**Department Head**

I attest that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for and follows the Nassau County Purchasing Policy.



11/17/2021

**Office of Management and Budget**

I attest that, to the best of my knowledge, funds are available for payment.

MR Marshall Eyerman 11/22/2021

JP

**County Manager**

I attest that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.

Taco E. Pope, AICP

11/24/2021

Clerk: \_\_\_\_\_  
Date: \_\_\_\_\_

**AGREEMENT FOR PROFESSIONAL SERVICES**  
**FOR NASSAU COUNTY, FLORIDA**

**THIS AGREEMENT** made and entered into this 24th day of November 2021, by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **Total Equipment Training**, located at 1875 Eagle Farms Road, Chester Springs, PA 19425, hereinafter referred to as "Consultant":

**WHEREAS**, County desires to obtain professional equipment training services. Said services are more fully described in the Proposal, attached hereto and incorporated herein as Exhibit "A"; and

**WHEREAS**, Consultant desires to render certain professional services as described in the Proposal, and has the qualifications, experience, staff and resources to perform those services.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

**ARTICLE 1 - EMPLOYMENT OF CONSULTANT**

County hereby agrees to engage Consultant, and Consultant hereby agrees to perform the services set forth in the Proposal.

**ARTICLE 2 - SCOPE OF SERVICES**

**2.1** Consultant shall provide professional services in accordance with the Proposal.

**2.2** Services requested by County or County's representative that are in addition to the Proposal will be considered additional services and reviewed, at that time for additional fees. Additional services shall be provided if authorized by the County.

**ARTICLE 3 - COUNTY'S RESPONSIBILITY**

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County shall provide Consultant with a development program and site information regarding the requirements and objectives for the services under this Agreement. Consultant shall rely upon the accuracy and completeness of any information, reports, and/or site surveys/base information supplied by County or others authorized by County.

County's responsibilities are to furnish required information, services, render approvals and decisions as necessary for the orderly progress of Consultant's services. County hereby designates the Director of Public Works, under the supervision of the County Manager, to act on County's behalf with respect to the Proposal. The Director of Public Works, shall have complete authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to materials, elements and systems pertinent to Consultant's services.

**ARTICLE 4 - TERM OF AGREEMENT**

The term of this Agreement shall be from the date of execution through March 1, 2022. The term of this Agreement may be extended upon mutual written agreement between both parties. Any extension of the term under this Agreement shall be in one (1) year increments, unless otherwise agreed to by the parties, and shall be in County's best interest and sole discretion. Any agreement or amendment to the Agreement shall be subject to fund availability and mutual written agreement between County and Consultant.

**ARTICLE 5 - COMPENSATION**

**5.1** Consultant shall be compensated a total sum not to exceed \$25,490.00, in accordance with the Proposal.

**5.2** Consultant shall prepare and submit to the Director of Public Works, for approval, an invoice for the services rendered, with a copy provided to

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invoices@nassaucountyfl.com. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report or statement identifying the nature of the work performed, the hours required and compensation for the work performed. The report or statement shall show a summary of fees. County reserves the right to withhold payment to Consultant for failure to perform the work in accordance with the provisions of this Agreement, and County shall promptly notify Consultant in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. Consultant will have thirty (30) days to cure any failure upon written notice.

**5.3** All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment and termination or completion of this Agreement.

**5.4** Final Invoice: In order for both parties herein to close their books and records, Consultant will clearly state "Final Invoice" on Consultant's final/last billing to County. This indicates that all services have been performed and all charges and costs have been invoiced to County and that there is no further work to be performed on the specific project.

**ARTICLE 6 – EXPENSES**

Consultant shall be responsible for all expenses incurred while performing the services, unless otherwise agreed upon in writing. This includes, without limitation, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation

paid to Consultant's agents, if any, hired by Consultant to complete the work under this Agreement.

**ARTICLE 7 - STANDARD OF CARE**

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional under similar circumstances, at the same time, and in the same locality. Consultant shall, at no additional cost to County, re-perform services which fail to satisfy the foregoing standard of care.

**ARTICLE 8 - DOCUMENTS**

The documents which comprise this Agreement between County and Consultant are attached hereto and made a part hereof and consist of the following:

- 8.1 This Agreement; and
- 8.2 The Proposal attached hereto Exhibit "A"; and
- 8.3 *Certificate of Insurance* attached hereto as Exhibit "B"; and
- 8.4 Any work authorizations, written amendments, modifications or addenda to this Agreement.

**ARTICLE 9 - EQUAL OPPORTUNITY EMPLOYMENT**

In connection with the work to be performed under this Agreement, Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

**ARTICLE 10 - INDEMNIFICATION**

Consultant shall indemnify and hold harmless County and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or

intentionally wrongful conduct of Consultant and other persons employed or utilized by the Consultant, in the performance of the Agreement.

**ARTICLE 11 - INDEPENDENT CONSULTANT**

Consultant undertakes performance of the services as an independent consultant under this Agreement, and shall be wholly responsible for the methods of performance. County shall have no right to supervise the methods used, but County shall have the right to observe such performance. Consultant shall work closely with County in performing services under this Agreement.

**ARTICLE 12 – EXTENT OF AGREEMENT**

**12.1** This Agreement represents the entire and integrated agreement between County and Consultant and supersedes all prior negotiations, representations, or agreement, either written or oral.

**12.2** This Agreement may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

**ARTICLE 13 - COMPLIANCE WITH LAWS**

In performance of the services, Consultant will comply with applicable regulatory requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

**ARTICLE 14 - INSURANCE**

Consultant shall maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance as is detailed in Exhibit "B" and as is appropriate for the services being performed hereunder by Consultant, its employees or agents.

**ARTICLE 15 – ACCESS TO PREMISES**

County shall be responsible for providing access to all project sites (if required), and for providing project-specific information.

**ARTICLE 16 - TERMINATION OF AGREEMENT**

**16.1 Termination for Convenience:** This Agreement may be terminated by County for convenience, upon thirty (30) days of written notice to Consultant. In such event, Consultant shall be paid its compensation for services performed prior to the termination date. In the event that Consultant abandons this Agreement or causes it to be terminated, Consultant is liable to County for all loss pertaining to this termination.

**16.2 Default by Consultant:** In addition to all other remedies available to County, County may terminate this Agreement for cause should Consultant neglect, fail to perform, or observe any of the terms, provisions, conditions, or requirements herein contained. Prior to termination, County shall provide written notice of the specific conditions warranting default, and County shall allow thirty (30) days for Consultant to cure.

**ARTICLE 17 - NONDISCLOSURE OF PROPRIETARY INFORMATION**

Consultant shall consider all information provided by County and all reports, studies, calculations, and other documentation resulting from Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of County or in response to legal process.

**ARTICLE 18 – UNCONTROLLABLE FORCES**

**18.1** Neither County nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the non-performing party

could not avoid. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage and governmental actions.

18.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

**ARTICLE 19 - GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Florida. All legal action necessary to enforce the Agreement will be held in Nassau County, Florida.

**ARTICLE 20 - MISCELLANEOUS**

20.1 **Non-waiver:** A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

20.2 **Severability:** Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent

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of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**20.3 Public Records:** County is a public agency subject to Chapter 119, Florida Statutes. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6010, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, YULEE, FLORIDA 32097. Under this Agreement, to the extent that Consultant is providing services to County, and pursuant to section 119.0701, Florida Statutes, Consultant shall:

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

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

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

d. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of Consultant or keep and maintain public

records required by the public agency to perform the service. If Consultant transfers all public records to the public agency upon completion of the contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

e. A request to inspect or copy public records relating to a Nassau County contract for services must be made directly to the Nassau County Custodian of Public Records. If Nassau County does not possess the requested records due to Consultant maintaining the public records, then Nassau County shall immediately notify Consultant of the request for records. Consultant must provide the records to Nassau County or allow the records to be inspected or copied within a reasonable time. If Consultant does not comply with Nassau County's request for records, Nassau County shall be entitled to enforce the contract provisions herein for failure to comply with the terms of the contract. Any Consultant which fails to provide public records to Nassau County within a reasonable time may also be subject to penalties as provided under Section 119.10, Florida Statutes, including punishment by fine or may be guilty of committing a misdemeanor of the first degree for any willful and knowing violation.

**20.4** The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

## **ARTICLE 21 – EMPLOYMENT ELIGIBILITY**

Consultant must comply with F.S. 448.095 and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by Consultant during the term of this Agreement to work in Florida. Additionally, if Consultant uses subcontractors to perform any portion of the Work (under this Agreement), Consultant must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the Work. Consultant must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify).

#### **ARTICLE 22 - SUCCESSORS AND ASSIGNS**

County and Consultant each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

#### **ARTICLE 23 - CONTINGENT FEES**

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

#### **ARTICLE 24 - OWNERSHIP OF DOCUMENTS**

Consultant shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. All documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by County.

**ARTICLE 25 - FUNDING**

The funding for the expenditures are available in the current fiscal year. The funding shall not require any additional budget appropriation by the County Commission of the County of Nassau.

**ARTICLE 26 - NOTICE**

**26.1** Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

**COUNTY**

Douglas Podiak, Director of Public Works  
45195 Musselwhite Road  
Callahan, Florida 32011  
904-530-6129  
[dpodiak@nassaucountyfl.com](mailto:dpodiak@nassaucountyfl.com)

With a copy to the Procurement Manager at:

96135 Nassau Place, Suite 2  
Yulee, Florida 32097  
(904) 530-6040  
[procurement@nassaucountyfl.com](mailto:procurement@nassaucountyfl.com)

**CONSULTANT:**

Coleen Fonts, Service Manager  
Total Equipment Training  
1875 Eagle Farms Road  
Chester Springs, PA 19425

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(610) 321-2679  
sales@TET-us.com

**26.2** Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Email and facsimile are acceptable notice effective when received, however, notices received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

**26.3** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

**ARTICLE 27 - DISPUTE RESOLUTION**

**27.1** County may utilize this section, at their discretion, as to disputes regarding contract interpretation. County may send a written communication to Consultant by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth County's interpretation of the Agreement. A response shall be provided in the same manner prior to the initial meeting with the County Manager. This initial meeting shall take place no more than twenty (20) days from the written notification of the dispute addressed to Consultant. Consultant should have a representative, at the meeting that can render a decision on behalf of Consultant.

**27.2** If there is no satisfactory resolution as to the interpretation of the Agreement, the dispute may be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by

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County and the cost of mediation shall be borne by Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first written above.

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

*Taco E. Pope, AICP*

\_\_\_\_\_  
Taco E. Pope, AICP, County Manager

Its: Designee

Date: 11/24/2021

**TOTAL EQUIPMENT TRAINING**

*Michele Smith*

\_\_\_\_\_  
By: Michele Smith

Its: office Manger

Date: 11/30/2021

Exhibit "A"

+



October 7, 2021

Nassau County  
45195 Muscle White Rd.,  
Callahan, FL 32011

**RE: Multiple Train the Trainers**

Dear Doug,

Thank you for choosing Total Equipment Training in performing your customized OSHA AWP **Train-the-Trainer training**. No two training classes are ever the same. **Training is customized in both the hands-on and classroom forums. Our primary goal is to serve you and your company in a tailored and individualized way.** This relates to your machines, sites, and concerns. Your training will be in compliance with the applicable OSHA and ANSI/ASME standards.

Total Equipment Training is a full-service operator and safety training provider. **We are approved by the US Dept. of Labor and OSHA recognized.** Our customized AWP Train-the-Trainer training is designed to provide the information and testing to help ensure that your operators are able to operate your equipment safely and effectively in most situations. The **tailored training** is presented in such a way as to maximize the current skill level of the participants and consists of 40% classroom training with written testing, and 60% hands on training with practical evaluations. Of course, this can be changed to accommodate what best serves your needs. The outline you see below is a starting point in our suggestion to you for AWP training topics, but is also fully customizable.

**Please note that the Train-the-Trainer program is for competent and qualified operators that already have current and extensive operational skill and knowledge on each specific piece of equipment relating to the Train-the-Trainer program.**

**Classroom Training:**

OSHA, ANSI, and PCSA Rules and Regulations	
Operator manual	Understanding the equipment
Equipment components	Daily preoperational inspection
Operator aids	Operating modes

- |                               |                          |
|-------------------------------|--------------------------|
| General equipment safety      | Controls and/or remotes  |
| Standard hand signals         | Major cause of accidents |
| Review and test               | Operating procedures     |
| Annual & quarterly inspection | Record keeping           |

The length of the hands-on performance training and testing will vary depending on the experience and skill of your equipment operators.

Hands On Training:

- |                                       |                                     |
|---------------------------------------|-------------------------------------|
| Preoperational inspection             | Operate controls to become familiar |
| Operate equipment in common functions | Skills test                         |
| Secure equipment                      | Annual and quarterly inspections    |

Train-the Trainer topics

- |  |                              |
|--|------------------------------|
| Instructional techniques                                   | Use of Visual aids           |
| Posing and handling trainees' questions                    | Training program preparation |
| Power Point presentations (available)                      |                              |
| Setting up practical and classroom testing and evaluations |                              |

Operating performance evaluations will be submitted for all participants. Each successful candidate will receive a **Certificate of Completion of Training and a wallet size laminated Training License valid for a (3) three-year period recognized by OSHA.**

If Saturday hours are requested, 10% will be added to the base fee of that day only when invoiced. Please note that there is a \$475 administration fee for each confirmed training date/s that are changed and/or cancelled within 8 business days of the original start date. In addition, if a complete cancellation is requested, all prepared materials will be billed at the above price. A 3.2% merchant fee will be automatically added to the total invoice for any credit card transactions.

**Our pricing is based on the following as discussed:**

- |   |                    |
|---|--------------------|
| Train the Trainer Training for the following pieces of equipment: | <b>\$13,570.00</b> |
| Excavator   |                    |
| Vacuum Truck  |                    |
| Forklift  |                    |
| Frontend Loader   |                    |
| Skid Steer  |                    |
| Dump Truck  |                    |
| Street Sweeper  |                    |
| Compact Roller  |                    |
| Tractor   |                    |
| Motor Grader  |                    |
| Water Truck   |                    |

**This is for Five Participants – Five Consecutive Days**

Training Materials – One (1) Train the Trainer Digital Materials and Binder (reproducible) for all pieces of equipment. Five training manuals with tests for each piece of equipment. **\$6,745.00**

Trainer Expenses – Travel Days, Mileage, Tolls, Per Diem, Licenses, Certificates, Shipping, Certified Mail and Administrative Fees. **\$5,175.00**

**Total \$25,490.00**

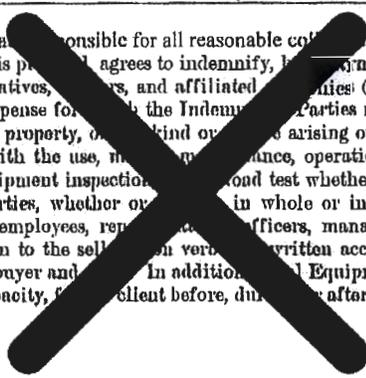
Please call me with any questions you may have regarding this proposal at 610-321-2679. This quote is valid for 90 days from the date of issue. Licenses and certificates will be issued upon receipt of payment. Again, thank you for choosing Total Equipment Training, and I hope you will consider us for all of your future training and inspection needs.

Kindest regards,

**Colleen Fonts, National Sales Director**  
Total Equipment Training  
sales@tet-us.com  
610.321.2679  
610.321.2765 fax

Buyer Acceptance Signature: Taco E. Pope, AICP Date: 11/24/2021

In the event of default of payment, you are responsible for all reasonable collection and/or attorney's fees and costs. "The buyer" noted as the recipient of this proposal agrees to indemnify, hold harmless, and defend Total Equipment Training, Inc., "the seller", their employees, representatives, agents, and affiliated companies (the "Indemnified Parties") from and against any and all liability for loss, damage, or expense for which the Indemnified Parties may be held liable by reason of injury, including death, to any person, or damage to any property, of any kind or nature arising out of, or in any manner connected with the work performed, or in any way connected with the use, maintenance, operation, or failure of any equipment, future decay of equipment or breakdown, training, equipment inspection, or road test whether or not such equipment was furnished, rented or loaned by any of the Indemnified Parties, whether or not in whole or in part to any act, omission, or negligence of the Indemnified Parties, or any of their employees, representatives, officers, managers, Subcontractors, third parties, or affiliated companies, whether known or unknown to the seller, in written acceptance of this proposal and shall supersede any previous agreements made between the buyer and seller. In addition, Total Equipment Training, Inc. does not assume responsibility or liability as site supervisor, in any capacity, before, during, or after any work requested to be done by the client.



RMJ

Exhibit "B"



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
10/08/2021

**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 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 this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Gunn Mowery, LLC P O Box 900  Camp Hill PA 17001-0900		<b>CONTACT NAME:</b> Ashlea Harhigh <b>PHONE (A/C, No, Ext):</b> (717) 761-4600 <b>E-MAIL ADDRESS:</b> aharhigh@gunnmowery.com <b>FAX (A/C, No):</b> (717) 761-6159	
<b>INSURED</b> Total Equipment Training Inc. 1875 Eagle Farms Road  Chester Springs PA 19425		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Northfield Insurance Company INSURER B: Atlantic States Insurance Co. INSURER C: Evanston Insurance Company INSURER D: Technology Insurance INSURER E: Gemini Insurance Co. INSURER F:	
		<b>NAIC #</b> 22588 35378 42378	

**COVERAGES**      **CERTIFICATE NUMBER:** 21-22 Master      **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
A	<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"/> PRO. JECT <input type="checkbox"/> LOC OTHER:			WS489190	09/29/2021	09/29/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:			CAA8154653	09/29/2021	09/29/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			MKL7EUL102339	09/29/2021	09/29/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	TWC4008028	09/29/2021	09/29/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability			VPPL016372	09/29/2021	09/29/2022	Each Claim \$2,000,000 Aggregate \$2,000,000 Deductible \$5,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 The Excess Liability Policy includes the General Liability, Automobile Liability, and Employers Liability policies as underlying. Nassau County Board of County Commissioners is an additional insured as respects general liability when required by written contract.

<b>CERTIFICATE HOLDER</b>		<b>CANCELLATION</b>	
Nassau County Board of County Commissioners 96135 Nassau Place, Suite 6  Yulee FL 32097		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 	