

BOCC CONTRACT APPROVAL FORM

(Request for Contract Preparation)

CONTRACT TRACKING NO.
CM 3188

GENERAL INFORMATION

Requesting Department Facilities Maintenance / Solid Waste
Contact Person: Evelyn Burton / Becky Diden
Telephone: (904) 530-6125 Fax: (904) 879-3751 Email: eburton@nassaucountyfl.com

CONTRACTOR INFORMATION

Name: Florida Waterways Inc.
Address: 6950 Philips Highway Unit 24 Jacksonville Florida 32216
City State Zip
Contractor's Administrator Name: Jim Schwartz Title: President
Telephone: (904) 801-5253 Fax: () Email: jim@floridapond.com

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

Authorized Signatory Name: Jim Schwartz
Authorized Signatory Email: jim@floridapond.com

CONTRACT INFORMATION

Contract Name: Total Aquatic Pond & Ditch Management
Description: Aquatic weed control, inspection, spraying, water & bacteria testing, treatments to maintain control of excessive growth of aquatic vegetation
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Total Amount of Contract: \$30,120.00 (initial 3 year term)
APPROXIMATE IF NECESSARY 01362534-546710; 01361534-546710;
01363534-546710; 03404541-546710;
Source of Funds/Account: 71500536-546020 Termination/Cancellation: 30 days

Authorized Signatory: Taco E. Pope
IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: Execution to: June 2025
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 to Existing Contract: _____
New Contract Dates: _____ to _____ Total or Amended Amount: _____

Continued on next page

CHECKLIST		
<i>Review/Complete before sending contract for final signature</i>		
Requirement	Description	Complete By
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 Cnty 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.	Cnty 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.	Cnty Atty
Term of Contract	Start and end dates of contract are included. Any renewals are included.	Cnty Atty
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	Cnty 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.	Cnty Atty
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	Cnty 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. Doug Podiak 5/18/2022
Department Head/Contract Manager Date
2. Francis Belmont 5/20/2022
Procurement Date
- DF 5/20/2022 3. Chris Lacambra 5/21/2022 5/20/2022
Office of Mgmt & Budget Date
4. Denise C. May 5/21/2022
County Attorney Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. Taco E. Pope, AICP 5/21/2022
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; RLS Distribution; Clerk Services BOCC

CONTRACT FOR TOTAL AQUATIC POND & DITCH MANAGEMENT SERVICES

THIS CONTRACT entered into on 5/23/2022, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida**, hereinafter referred to as the “County”, and Florida Waterways, Inc., located at 6950 Philips Highway, Unit 24, Jacksonville, FL 32216, hereinafter referred to as the “Vendor”.

WHEREAS, the County received bids for aquatic pond & ditch management services, on or before April 21, 2022 at 10:00 am; and

WHEREAS, the *Director of Public Works* has determined that the Vendor was the lowest, most responsive and responsible bidder. A copy of the Vendor’s bid response is attached hereto as Attachment “A” and made a part hereof; and

NOW, THEREFORE, in consideration of the terms and conditions herein set forth, the County and the Vendor agree as follows:

SECTION 1. Description of Services and/or Materials to be Provided

The County does hereby retain the Vendor to provide the services and/or materials further described in the *Technical Specifications/Scope of Work*, a copy of which is attached hereto and incorporated herein as Attachment “B”. This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work. The Vendor shall commence the work in accordance with the issuance of a written Notice to Proceed for services and/or materials issued by the County.

SECTION 2. Receiving/Payment/Invoicing

No payment will be made for services and/or materials without proper County authorization and approval. The County shall pay the Vendor within forty-five (45) calendar days of receipt and acceptance of invoice by the *Director of Public Works*, pursuant to and in accordance with the promulgations set forth by the State of Florida’s Prompt Payment Act. (Florida Statutes Section 218.70). The Vendor shall also submit a copy of all invoices submitted to *Public Works* for payment to invoices@nassaucountyfl.com and bdiden@nassaucountyfl.com. Payment shall not be made until services and/or materials have been received, inspected and accepted by the County in the quantity and/or quality ordered. Payment will be accomplished by submission of an invoice, with the contract number referenced thereon. Payment in advance of receipt of services and/or materials by the County cannot be made.

Initials: JS

Initials: TP

The invoice submitted shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid.

SECTION 3. Acceptance of Services and/or Materials

Receipt of services and/or materials shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the services and/or materials meet bid specifications and conditions. Should the quantity and/or quality differ in any respect from specifications, payment will be withheld until such time as the Vendor takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Manager's Office may authorize the recipient to refuse final acceptance of the quantity and/or quality received. Should a representative of the County agree to accept the services and/or materials on condition that the Vendor will correct their performance within a stipulated time period, then payment will be withheld until said corrections are made.

SECTION 4. Firm Prices

Prices for services and/or materials covered in the specifications of this Contract shall remain firm for the period of this Contract pursuant to pricing as reflected in Attachment "A"; net delivered to the ordering agency, **F.O.B. DESTINATION**. No additional fees or charges shall be accepted.

SECTION 5. Fund Availability

This Contract is deemed effective only to the extent that appropriations are available. Pursuant to Florida Statutes all appropriations lapse at the end of the Fiscal Year. Multi-year awards may be adequately funded but the County reserves the right not to appropriate for an ongoing procurement if it is deemed in its best interest.

SECTION 6. Expenses

Vendor shall be responsible for all expenses incurred while performing the services under this Contract 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 Vendor's agents, if any, hired by Vendor to complete the work under this Contract.

SECTION 7. Taxes

The County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales Tax. The Vendor will refrain from including taxes in any billing.

SECTION 8. Laws Governing this Contract

This Contract shall be consistent with, and be governed by, the Ordinances of Nassau County, the whole laws and rules of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

SECTION 9. Changes

The County reserves the right to order, in writing, changes in the work within the scope of the Contract, such as change in quantity or delivery schedule. The Vendor has the right to request an equitable price adjustment in cases where changes to the Contract under the authority of this clause result in increased costs to the Vendor.

SECTION 10. Modifications

In addition to modifications made under the changes clause, this Contract may be modified within the scope of the Contract upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

SECTION 11. Assignment & Subcontracting

The Vendor will not be permitted to assign its Contract with the County, or to subcontract any of the work requirements to be performed without obtaining prior written approval by the County.

SECTION 12. Severability

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

SECTION 13. Termination for Default

The performance of the Contract may be terminated by the County in accordance with this clause, in whole or in part, in writing, whenever the County shall determine that the Vendor has failed to meet the requirements as outlined in this Contract.

SECTION 14. Termination for Convenience

The County reserves the right to terminate the Contract in whole or part by giving the Vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon

receipt of written notice of termination from the County, the Vendor shall only provide those services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Vendor.

SECTION 15. Force Majeure

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

SECTION 16. Access and Audits

The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least three (3) years after completion of this Contract. The County and the Clerk of Courts shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the County's or the Clerk's cost, upon five (5) days' written notice.

SECTION 17. Vendor Responsibilities

The Vendor will provide the services and materials agreed upon in a timely and professional manner in accordance with specifications referenced herein and in accordance with the *Technical Specifications/Scope of Work*.

SECTION 18. Public Emergencies

The Vendor shall agree before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a "First Priority" for services and materials. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. The Vendor agrees to sell all materials to and perform all services for the County or governmental entities on a "First Priority" basis. The County expects to pay a fair and reasonable price for all services and materials rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

SECTION 19. Period of Contract/Option to Extend or Renew

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The performance period of this Contract shall begin upon full execution by the last party to execute this Contract and terminate on June 30, 2025. The performance period of this Contract may be extended in one (1) year increments, unless otherwise agreed to by the parties, for up to two (2) additional years maximum upon mutual written agreement between the Vendor and the County with no change in terms or conditions. Any extensions shall be signed and approved by both parties. Any Contract or amendment to the Contract shall be subject to fund availability and mutual written agreement between the County and the Vendor.

SECTION 20. Probationary Period

The first ninety (90) days of this Contract are to be considered a “probationary” period. At the County’s election, this Contract may be terminated, based on the performance of the Vendor, and a new award be granted without another formal bid.

SECTION 21. Independent Vendor Status

Vendor and County agree that: (a) Vendor has the right to perform services for others during the term of this Contract; (b) Vendor has the sole right to control and direct the means, manner and method by which the services required by this Contract will be performed; (c) Vendor has the right to perform the services required by this Contract at any location or time; (d) Vendor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

SECTION 22. Indemnification and Insurance

Vendor shall indemnify and hold harmless County and its agents and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Vendor and any persons employed or utilized by Vendor, in the performance of the Contract.

Vendor shall maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance as is detailed in Exhibit “1” and as is appropriate for the goods or services being performed hereunder by Vendor, its employees or agents.

SECTION 23. Dispute Resolution

The County may utilize this section, at their discretion, as to disputes regarding Contract interpretation. The County may send a written communication to the Vendor by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth the County’s

interpretation of the Contract. 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 the Vendor. The Vendor should have a representative, at the meeting that can render a decision on behalf of the Vendor.

If there is no satisfactory resolution as to the interpretation of the contract, the dispute may be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Vendor. The Vendor shall not stop work during the pendency of mediation or dispute resolution.

SECTION 24. E-Verify System

Vendor 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 Vendor during the term of this Agreement to work in Florida. Additionally, if Vendor uses subcontractors to perform any portion of the Work (under this Agreement), Vendor 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.

SECTION 25. Public Records

The County is a public agency subject to Chapter 119, Florida Statutes. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, 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 the Vendor is providing services to the County, and pursuant to section 119.0701, Florida Statutes, the Vendor shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as

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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 Contract term and following completion of the Contract if the Vendor does not transfer the records to the public agency.

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

SECTION 26. Request for Records; Noncompliance

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

If a Vendor does not comply with the public agency’s request for records, the public agency shall enforce the Contract provisions in accordance with the Contract.

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

SECTION 27. Civil Action

If a civil action is filed against the Vendor to compel production of public records relating to the Contract, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:

(a) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, the public agency and to the Vendor.

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

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

SECTION 28. Disclosure of Litigation, Investigations, Arbitration or Administrative Decisions

The Vendor, during the term of this Contract, or any extension, has a continual duty to properly disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Vendor. If the existence of the proceeding causes the County concerns that the Vendor’s ability or willingness to perform this contract is jeopardized, the Vendor may be required to provide the County with reasonable written assurance to demonstrate the Vendor can perform the terms and conditions of the Contract.

SECTION 29. Entire Agreement

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the County. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract Documents.

IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on this day and year first above written.

Initials: JS

Initials: TP

Contract No.: CM 3188

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

Taco E. Popey AICP

Taco E. Popey

Its: Designee

Date: 5/21/2022

FLORIDA WATERWAYS, INC.

Jim Schwartz

By: Jim Schwartz

Its: President

Date: 5/23/2022

Initials: JS

Initials: TP

ATTACHMENT "A"

Bid Results

Bidder Details

Vendor Name Florida Waterways, Inc.
Address 6950 Philips Highway Unit 24
Jacksonville, Florida 32216
United States
Respondee Jim Schwartz
Respondee Title President
Phone 904-801-5253
Email jim@floridapond.com
Vendor Type
License #

Bid Detail

Bid Format Electronic
Submitted 04/21/2022 7:26 AM (EDT)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 285164

Respondee Comment

Buyer Comment

Attachments

File Title

FWI - COI - WC.pdf
2022 W9 - Florida Waterways.pdf
Licensed Pesticide Applicator Detail - JRS.pdf
E Verify MOU.pdf
E Verify Affidavit.pdf

File Name

FWI - COI - WC.pdf
2022 W9 - Florida Waterways.pdf
Licensed Pesticide Applicator Detail - JRS.pdf
E Verify MOU.pdf
E Verify Affidavit.pdf

File Type

Certificate of Insurance
W-9
Permits & Licenses
E-Verify MOU or Proof of Registration
E-Verify Affidavit(s)

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Section 1							\$7,776.00		
1			West Nassau Landfill Service Fee	monthly	12	\$648.00	\$7,776.00	Yes	
Section 2							\$876.00		
2			Lofton Creek Landfill Service Fee	monthly	12	\$73.00	\$876.00	Yes	
Section 3							\$356.00		
3			Wind Chime Lane Service Fee	quarterly	4	\$89.00	\$356.00	Yes	
Section 4							\$1,032.00		
4			Nassau Amelia Utility Service Fee	monthly	12	\$86.00	\$1,032.00	Yes	

Line Item Subtotals

	Section Title	Line Total
Section 1		\$7,776.00
Section 2		\$876.00
Section 3		\$356.00
Section 4		\$1,032.00
	Grand Total	\$10,040.00

ATTACHMENT "B"

NASSAU COUNTY INVITATION TO BID
NC22-014 TOTAL AQUATIC POND & DITCH MANAGEMENT
TECHNICAL SPECIFICATIONS/SCOPE OF WORK

A. SITE DETAILS AND LOCATION**1. SOLID WASTE DEPARTMENT****i. WEST NASSAU LANDFILL**

46026 Landfill Road
Callahan, Florida 32011
(904) 530-6700

Total aquatic services for the four (4) ponds and surrounding rim ditch as required by the Florida Department of Environmental Protection (FDEP), located at the West Nassau Landfill. See the attached West Nassau Landfill aerials.

Pond	Approximate Size	Design Depth
Convenience Center Pond	11,475 Square Feet (s.f.) / 0.26 acres	6 ft.
South Pond	313,630 s.f. / 7.2 acres	2 ft. on East, deeper towards the Mitigation Area
Northeast Pond	56,630 s.f. / 1.3 acres	3-4 ft.
Northwest Pond	17,425 s.f. / 0.4 acres	4 ft.
Perimeter Ditch	6200 ft.	Varies

- a. Each site shall be inspected monthly, and spray shall be applied as needed. All species (native and invasive) need to be sprayed.
- b. The Perimeter Ditch vegetation is cut as close to the water line as possible. The vegetation below the waterline is to be treated so the ditch capacity is not impacted.
- c. The pond depths can vary greatly from the wet to dry season.
- d. Mitigation Area on the west side of the South Pond shall be kept free of cattails.
- e. If cypress trees are harmed, they shall be replaced at the Vendor's expense.

ii. LOFTON CREEK LANDFILL

(Located directly behind the Nassau County Animal Control)
86078 License Road
Fernandina Beach, Florida 32034
(904) 530-6700

Total aquatic services for the pond and associated ditch to the east, as required by FDEP, located at the Lofton Creek Landfill. See the attached Lofton Creek Landfill aerial.

Pond	Approximate Size	Design Depth
Pond	50,000 s.f. / 1.15 acres	3-4 ft.
Ditch	640 ft.	Varies

- a. Each site shall be inspected monthly, and spray shall be applied as needed. All species (native and invasive) need to be sprayed.
- b. The pond depth can vary greatly from the wet to dry season.

**NASSAU COUNTY INVITATION TO BID
NC22-014 TOTAL AQUATIC POND & DITCH MANAGEMENT**

2. ROAD & BRIDGE DEPARTMENT

i. WIND CHIME LANE POND

Callahan, Florida 32011
(Located at the end of Wind Chime Lane off of U.S.1)
(904) 530-6175

Total aquatic services for one (1) pond, located at the end of Wind Chime Lane. See the attached Wind Chime Lane Pond aerial.

Pond	Approximate Size	Design Depth
Pond	8,000 s.f. / 0.18 acres	5 ft.

- a. The Wind Chime Lane site shall be inspected quarterly, and spray shall be applied as needed for aquatic weeds and shoreline weeds.
- b. It is understood that some aquatic growth may return between treatments. The spraying is to assist with maintenance and will be inspected by the County on a regular basis and the need for re-spraying is subjective.

3. NASSAU-AMELIA UTILITIES (NAU)

i. NAU

5390 First Coast Highway
Fernandina Beach, Florida 32034
(904) 530-6450

Total aquatic services for the two (2) ponds as required by FDEP, located at NAU. See the attached Nassau-Amelia Utility aerial.

Pond	Approximate Size	Design Depth
West Pond	39,200 s.f. / 0.9 acres	N/A
East Pond	87,640 s.f. / 2.02 acres	Avg. 5 ft.

- a. The NAU site shall be inspected and sprayed monthly for algae and aquatic weeds and border grass and brush control to water's edge.
- b. The East Pond water level can fluctuate several feet (1 – over 5 feet) depending on the water usage of the golf courses throughout the year.
- c. The reclaimed water from the treated ponds is used for irrigation.

**NASSAU COUNTY INVITATION TO BID
NC22-014 TOTAL AQUATIC POND & DITCH MANAGEMENT**

B. SPECIFICATIONS / SCOPE OF WORK

Contractor shall provide aquatic weed control services meeting the following minimum specifications:

1. The sites shall be inspected and sprayed as specified in the Site Details and Location information provided above.
2. The Contractor shall perform water testing and bacteria testing on an as needed basis, at the discretion of the County.
3. The Contractor may use fish stocking at the discretion of the County.
4. Treatments to maintain reasonable control of excessive growth of aquatic vegetation is to be provided by the Contractor. In the event that the growth of aquatic vegetation returns prior to the scheduled inspection period, the Contractor will be required to perform the required treatments.
5. The reclaimed water from NAU is used for golf course irrigation and therefore has direct public access. Other ponds support local wildlife and have direct public access
6. Dead plants shall be removed.
7. Invoices shall be submitted to each department, as detailed above in Part A, for their respective ponds. Invoices shall be submitted in a timely manner, along with the associated reports, if the reports have not been submitted prior to the invoice date.
8. The Contractor shall provide comprehensive reports detailing the inspection and treatment. The reports shall include at a minimum: date and time of arrival and departure for the visit, name and date of county staff contacted prior to visit, summary of work performed, type of treatment applied and with amounts, and any observations or notes. The report shall also include pictures from the date of visit, date, and time stamped. The report shall be provided to each department prior to or along with invoicing.
9. Contractor agrees to comply with all local, state, and federal safety standards while on the property of Nassau County. Contractor shall have full responsibility and assume all liability for the safety and supervision of its employees while performing services under this agreement.
10. Contractor will be held responsible for any damage to existing structures, work, materials, or equipment because of his operations and shall repair or replace any damaged structures, work, material, or equipment to the satisfaction to, and at no additional cost to the County.
11. All services must comply and meet the requirements of all Florida Department of Environmental Protection (FDEP) and St. Johns River Water Management District (SJRWMD) permits for each site.

C. LICENSE/CERTIFICATION REQUIREMENTS

1. **The Contractor shall be required to warrant and represent that at all times during the term of the Agreement it shall maintain in good standing all required licenses, certifications, and permits required under federal, state, and local laws necessary to perform the services.**

**NASSAU COUNTY INVITATION TO BID
NC22-014 TOTAL AQUATIC POND & DITCH MANAGEMENT**

- 2. Contractor must have a General Standards and Commercial Aquatic Pesticide License for the State of Florida.**
- 3. Contractor must have a Best Management Practices (BMP) License.**
- 4. Contractor must be registered to do business in the State of Florida.**

D. TERMS

Contract will be for three (3) years with two (2) one year renewal options.

Requisition Form
NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS

96135 Nassau Place Suite 1
 Yulee, FL 32097

VENDOR NAME/ADDRESS Florida Waterways, Inc. (904.801.5253) 6950 Phillips Highway Unit 24 Jacksonville, Florida 32216
--

DEPARTMENT FMD / Solid Waste
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REQUESTED BY Evelyn Burton / Becky Diden
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VENDOR NUMBER	PROJECT NAME	FUNDING SOURCE	AMOUNT AVAILABLE			STANDARD PO OR ENCUMBER ONLY	CONTRACT NO
	Pond Management	See breakdown below				Encumber Contract	CM 3188
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT			
1	West Nassau Landfill 77% (monthly fee)	4.00	\$ 498.96	\$ 1,995.84			01362534-546710
2	West Nassau Landfill 23% (monthly fee)	4.00	\$ 149.04	\$ 596.16			01361534-546710
3	Lofton Creek Landfill (monthly fee)	4.00	\$ 73.00	\$ 292.00			01363534-546710
4	Wind Chime Lane (monthly fee)	4.00	\$ 29.67	\$ 118.68			03404541-546710
5	NAU (monthly fee)	4.00	\$ 86.00	\$ 344.00			71500536-546020
				\$ 0.00			
	Contract No. CM 3188			\$ 0.00			
	Contract Term: 3-year initial term with two 1-year			\$ 0.00			
	renewal options			\$ 0.00			
	This requisition is for the last four months of			\$ 0.00			
	FY2022 Jun - Sept. (Annual contract amount to be			\$ 0.00			
	encumbered Oct. 1, 2022 for new fiscal year)			\$ 0.00			
				\$ 0.00			
				\$ 0.00			
				\$ 0.00			
				\$ 0.00			
				\$ 0.00			
				\$ 0.00			

ORIGINAL - FINANCE
 COPY - DEPARTMENT

Shipping \$ 0.00
 Total \$ 3,346.68

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.

5/18/2022

Doug Podiak

Office of Management and Budget

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

5/21/2022

Chris Lacambra

Procurement Director

I attest that, to the best of my knowledge, this requisition is accurate and necessary and is consistent with the Nassau County Purchasing Policy.

5/20/2022

Russell Adams

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.

5/21/2022

Taco E. Popey AICP

Clerk: *LPB*
 Date: 5/24/2022

Form **W-9**
 (Rev. November 2017)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Florida Waterways, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. 9820 Scott Mill Road	Requester's name and address (optional)
	6 City, state, and ZIP code Jacksonville, FL 32257	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
or										
Employer identification number										
8	2		-	3	0	4	7	9	5	9

Part II Certification

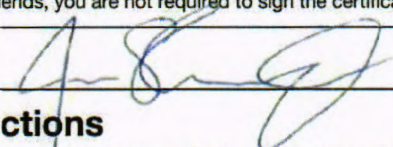
Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶



Date ▶ January 1, 2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/09/2022

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 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).

PRODUCER Insurance and Risk Management of Florida, LLC 1501 E 1st Ave Mount Dora, FL 32757 Bill Hodgkins	CONTACT NAME: Bill Hodgkins PHONE (A/C, No, Ext): 321-214-1990 FAX (A/C, No): 321-710-2501 E-MAIL ADDRESS: BillH@IRMToday.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Old Dominion Insurance Company	NAIC # 40231
INSURER B: Nautilus Insurance Co	17370
INSURER C: Scottsdale Insurance Co.	41297
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
 Florida Waterways Inc
 9820 Scott Mill Rd
 Jacksonville, FL 32257

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPS7375599	06/01/2021	06/01/2022	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 - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			B1P3846Q	11/01/2021	11/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			AN1241090	06/06/2021	06/06/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

NASSAUC Nassau County BOCC 96135 Nassau Place 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
--	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/09/2022

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 REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Appalachian-Underwriters, Inc. 800 Oak Ridge Turnpike, A-1000 Oak Ridge, TN 37830	CONTACT NAME: Dannelle Carroll PHONE (A/C, No, Ext): 865-481-0910 FAX (A/C, No): 877-299-9849 E-MAIL ADDRESS: coi@invopeo.com														
INSURED INVO PEO of Florida, Inc III 225 W. Seminole Blvd, Suite 103 Sanford, FL 32771 Phone: _____ Fax: _____	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : MidSouth Mutual Insurance Company</td> <td style="text-align: center;">12839</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : MidSouth Mutual Insurance Company	12839	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : MidSouth Mutual Insurance Company	12839														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC-90000-2022	01/01/22	01/01/23	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Coverage provided for all leased employees but not subcontractors of: Florida Waterways, Inc.
 Client effective: 05/17/2020

CERTIFICATE HOLDER

Nassau County BOCC
 96135 Nassau Place
 Yulee, FL 32097

Phone: _____

Fax: _____

CANCELLATION

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

Lisa Raley

Certificate Of Completion

Envelope Id: 1788CFCD0314470B83C56BDDC93CE35E Status: Completed
 Subject: Please DocuSign: CM3188 - Florida Waterways Inc. - Aquatic Pond & Ditch Mgmt. - \$30120.00
 Source Envelope:
 Document Pages: 22 Signatures: 11 Envelope Originator:
 Certificate Pages: 6 Initials: 21 Evelyn Burton
 AutoNav: Enabled eburton@nassaucountyfl.com
 EnvelopeId Stamping: Enabled IP Address: 50.238.237.26
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)


Record Tracking

Status: Original Holder: Evelyn Burton Location: DocuSign
 5/18/2022 12:34:41 PM eburton@nassaucountyfl.com


Signer Events

Signature	Timestamp
Doug Podiak dpodiak@nassaucountyfl.com Facilities Director Nassau County BOCC Security Level: Email, Account Authentication (None)	Sent: 5/18/2022 12:47:47 PM Viewed: 5/18/2022 1:55:29 PM Signed: 5/18/2022 1:55:42 PM
Signature Adoption: Pre-selected Style Signed by link sent to dpodiak@nassaucountyfl.com Using IP Address: 50.238.237.26	


Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 5/18/2022 1:55:45 PM Viewed: 5/20/2022 12:52:27 PM Signed: 5/20/2022 12:52:35 PM
Signature Adoption: Pre-selected Style Signed by link sent to lgilmore@nassaucountyfl.com Using IP Address: 50.238.237.26		

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Tracy Poore tpoore@nassaucountyfl.com OMB Admin Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 5/20/2022 12:52:38 PM Viewed: 5/20/2022 1:15:55 PM Signed: 5/20/2022 1:16:03 PM
Signature Adoption: Pre-selected Style Signed by link sent to tpoore@nassaucountyfl.com Using IP Address: 50.238.237.26		

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Daniel Fanger dfanger@nassaucountyfl.com Asst. OMB Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 5/20/2022 1:16:06 PM Viewed: 5/20/2022 3:53:24 PM Signed: 5/20/2022 3:54:27 PM
Signature Adoption: Pre-selected Style Signed by link sent to dfanger@nassaucountyfl.com Using IP Address: 50.238.237.26		

Electronic Record and Signature Disclosure:
 Accepted: 1/12/2022 8:21:25 AM
 ID: a674f252-535e-4d30-a29b-ba05d6cf52ef

Signer Events

Chris Lacambra
 clacambra@nassaucountyfl.com
 OMB Director
 Nassau County BOCC
 Security Level: Email, Account Authentication
 (None)

Signature

Chris Lacambra

Signature Adoption: Pre-selected Style
 Signed by link sent to
 clacambra@nassaucountyfl.com
 Using IP Address: 50.238.237.26

Timestamp

Sent: 5/20/2022 3:54:32 PM
 Viewed: 5/21/2022 9:28:17 AM
 Signed: 5/21/2022 9:28:29 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Denise C. May
 dmay@nassaucountyfl.com
 Assistant County Attorney
 Nassau County BOCC
 Security Level: Email, Account Authentication
 (None)

Denise C. May

Signature Adoption: Pre-selected Style
 Signed by link sent to dmay@nassaucountyfl.com
 Using IP Address: 50.238.237.26

Sent: 5/21/2022 9:28:32 AM
 Viewed: 5/21/2022 1:01:36 PM
 Signed: 5/21/2022 1:01:49 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Taco E. Pope, AICP
 tpope@nassaucountyfl.com
 County Manager
 Nassau County BOCC
 Security Level: Email, Account Authentication
 (None)

Taco E. Pope AICP

Signature Adoption: Pre-selected Style
 Signed by link sent to tpope@nassaucountyfl.com
 Using IP Address: 50.238.237.26

Sent: 5/21/2022 1:01:52 PM
 Viewed: 5/21/2022 1:02:48 PM
 Signed: 5/21/2022 1:03:03 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Jim Schwartz
 jim@floridapond.com
 President
 Security Level: Email, Account Authentication
 (None)

Jim Schwartz

Signature Adoption: Pre-selected Style
 Signed by link sent to jim@floridapond.com
 Using IP Address: 71.203.172.214

Sent: 5/21/2022 1:03:07 PM
 Viewed: 5/23/2022 12:55:43 PM
 Signed: 5/23/2022 12:57:31 PM

Electronic Record and Signature Disclosure:
 Accepted: 5/23/2022 12:55:43 PM
 ID: af9db748-f215-4cef-8471-a8e6065469fe

BOCC AP
 boccap@nassauclerk.com
 Nassau County Clerk
 Security Level: Email, Account Authentication
 (None)

LPB

Signature Adoption: Pre-selected Style
 Signed by link sent to boccap@nassauclerk.com
 Using IP Address: 12.23.69.254

Sent: 5/23/2022 12:57:35 PM
 Viewed: 5/24/2022 9:30:41 AM
 Signed: 5/24/2022 9:30:49 AM

Electronic Record and Signature Disclosure:
 Accepted: 2/4/2021 9:59:11 AM
 ID: 6238f06a-a4ad-4d45-a7f5-929d04629059

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp**

Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Clerk Admin ClerkServices@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/24/2022 9:30:53 AM
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RLS Distro RLSDistribution@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/24/2022 9:30:54 AM
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Procurement Staff procurementstaff@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/24/2022 9:30:55 AM
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Becky Diden bddiden@nassaucountyfl.com Recycle Coordinator Nassau County BOCC Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/24/2022 9:30:56 AM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	5/18/2022 12:47:47 PM
Certified Delivered	Security Checked	5/24/2022 9:30:41 AM
Signing Complete	Security Checked	5/24/2022 9:30:49 AM
Completed	Security Checked	5/24/2022 9:30:56 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Nassau (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Nassau:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bsimmons@nassaucountyfl.com

To advise County of Nassau of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bsimmons@nassaucountyfl.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Nassau

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Nassau

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Nassau as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Nassau during the course of your relationship with County of Nassau.