CS-21-257

# BOCC CONTRACT APPROVAL FORM

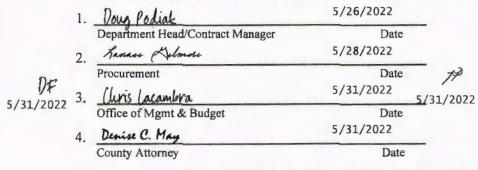
(Request for Contract Preparation)

CONTRACT TRACKING NO. CM 3192

Email: eburton	@nassaucountyfl.c	om
lhourne	Florida	32901
	State	Zip
*	Title: Administrat	tive Manager
relict by the Florida PROCURED, PHYSICA	a Fish & Wildlife Co	onservation Commiss
nination/Cancella	ation: 30 days	
ONTRACT ON BEHAL	F OF BOCC	
WA/Task C	Order	
WA/Task C		Other
		Other
TBRFP	RFQCoop	Other
	Email: _amy@t	

terren/Comprete before sending	g contract for final signature	1
Requirement	Description	Complete By
Contract, Exhibits and Appendices	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     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



#### COUNTY MANAGER - FINAL SIGNATURE APPROVAL

5.	Taco	E.	Popel	AICP	5/31/2022
	County	Ma	nager		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

# **Requisition Form**

# NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

VENDOR NAME/ADDRESS
TSI Disaster Recovery, LLC (407,891,8005)
2323 S, Babcock Street
Melbourne El 32901

96135 Nassau Place Suite 1 Yulee, FL 32097 DEPARTMENT Facilities Maintenance

Clerk: Date:

Me	elbourne, FL 32901					JESTED BY
	PROJECT NAME FUNDING SOURCE		AMOUNT AVAILABLE	ETANDARD	Evelyn Bu	urton / Jeff Little
VENDOR NUMBER	PROJECT NAME FUNDING SOURCE  Derelict Vessel Removal 49791579-546704	1	AMOUNT AVAILABLE	Encumbe		CM 319
TEM NO,	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT		
1	Removal of Columbia Sail 39' - FL 3974 RL	1,00	\$ 19,900,00	\$ 19,900.00		
2	Removal of Trojan Cabin Cruiser - DO# 909144	1,00	\$ 23,900,00	\$ 23,900.00		
3	Removal of Cabin Cruiser - FL 3149 SP	1.00	\$ 19,800,00	\$ 19,800.00		
4	Removal of ASPT 37' Houseboat - FL 8233 PM	1.00	\$ 13,900,00	\$ 13,900.00		
				\$ 0,00		
				\$ 0.00		
				\$ 0.00		
	CM# 3192			\$ 0,00		
	Reference: NC22-015-ITB			\$ 0.00		
				\$ 0.00		
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ORIGINAL - FINA				Shipping Total		s 0,00 7,500.00
Purchasing Policy Policy Policy I all Procurement	the best of my knowledge, this requisition reflects accurate believ,  5/2  tagement and Budget  the best of my knowledge, funds are available for paying 5/3  Director  the best of my knowledge, this requisition is accurate an	26/2022 41/2022	_			iounty

# CONTRACT FOR DERELICT VESSEL REMOVAL SERVICES

THIS CONTRACT entered into on \_\_\_\_\_\_\_, 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 TSI Disaster Recovery, LLC, located at 2323 S. Babcock Street, Melbourne, FL 32901, hereinafter referred to as the "Vendor".

**WHEREAS**, the County received bids for derelict vessel removal services, on May 4, 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 teonley@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.

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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 <u>not</u> 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. 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.

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# **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

Stations: LINE

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.

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

The performance period of this Contract shall begin upon full execution by the last party to execute this Contract and terminate within 90 days. 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. 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 21. 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 22. 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

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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 23. E-Verify System

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. 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 24. 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 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.

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d. Upon completion of the Contract, transfer, at no cost, to the public agency all public

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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 25. 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 26 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

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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 27. 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 28. 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.

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<b>BOARD OF COUNTY COMMISSIONERS</b>
NASSAU COUNTY, FLORIDA

JEEF GRAY

Date: July 11, 2022

Attest as to authenticity of the Chair's signature:

JOHN A. CRAWFORD Its: Ex-Officio Clerk

Approved as to form and legality by the Nassau County Attorney

DENISE C. MAY

TSI DISASTER RECOVERY, LLC.

By: Henry Elmore

Kyle The

Its: MGMR

Date: 6/9/2022

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#### ATTACHMENT "A"

# Bid Results

# Bidder Details

Vendor Name TSI Disaster Recovery, LLC Address 2323 S Babcock Street

Melbourne, Florida 32901

United States

Respondee Amy Hartman

Respondee Title TSI Disaster Recovery, LLC

Phone 407-891-8005

Email AMY@TSIDISASTER COM

Vendor Type License #

# Bid Detail

Bid Format Electronic

Submitted 05/03/2022 3:01 PM (EDT)
Delivery Method 2323 S BABCOCK ST, Ste A

Bid Responsive

Bid Status Submitted Confirmation # 289883

# Respondee Comment

# Buyer Comment

# Attachments

File Title	File Name	File Type
Response File.pdf	Response File.pdf	Response File
Sample COI pdf	Sample COLpdf	Certificate of Insurance
TSI W9 121420 pdf	TSI W9 121420.pdf	W-9
TSI GC 8-2022.pdf	TSI GC 8-2022.pdf	Permits & Licenses
MOU Page copy.pdf	MOU Page copy.pdf	E-Verify MOU or Proof of Registration
E Verify Affidavit.pdf	E Verify Affidavit.pdf	E-Verify Affidavit(s)

CM3192

# Line Items

# Discount Terms No Discount

ltem#	Item Code	Туре	Item Description	UOM	QTY	Unit Price	∐ne Totai	Response	Comment
Section 1							\$19,900.00		
1			Removal of Columbia Sail 39' - Reg. No. FL 3974 RL	each	1	\$19,900.00	\$19,900.00	Yes	
Section 2							\$23,900,00		
2			Removal of Trojan Cabin Cruiser - Reg. No. DO# 909144	each	1	\$23,900.00	\$23,900.00	Yes	
Section 3							\$19,800,00		
3			Removal of Cabin Cruiser - Reg. No. FL 3149 SP	each	1	\$19,800 00	\$19,800.00	Yes	
Section 4							\$13,900,00		
4			Removal of ASPT 37 Houseboat - Reg. No. FL 8233 PM	each	1	\$13,900.00	\$13,900.00	Yes	

CM3192

# Line Item Subtotals

S	ection Title	Line Total
Section 1		\$19,900.00
Section 2		\$23,900.00
Section 3		\$19,800.00
Section 4		\$13,900.00
	Grand Total	\$77,500.00

#### **DERELICT VESSEL REMOVALS**

# **Technical Specifications / Scope of Work**

The Bidder shall submit a price based on the following requirements and specifications:

A total of four (4) vessels have been identified and declared as derelict through the Florida Fish and Wildlife Conservation Commission (FWC). Bid submittals **MUST** include all four (4) vessels identified in Table 1, including any parts of the vessel(s) located below the river bottom.

All vessel locations provided are approximate. The contractor shall be responsible for verifying locations of all four (4) vessels identified in Table 1.

- 1. Services shall include, but not be limited to mobilization, towing, recovery, demolition, and proper disposal of identified vessels. The Contractor shall provide all materials, equipment, labor, other related incidentals, and facilities required to perform the services. The Contractor shall provide a separate quote for each vessel to be removed and the quote shall be valid for minimum of ninety (90) days.
- 2. All work shall be conducted using all appropriate **Best Management Practices** (BPM's) to prevent any turbidity/siltation/water quality violation. Contractor shall install turbidity barriers within a ten foot radius around all vessels to be removed. The turbidity barrier shall be anchored to the bottom of the waterway. Additionally, appropriate FDEP erosion control and turbidity prevention measures shall be installed around the vessel/barge being used to remove the derelict vessel and around the perimeter of any upland staging area. All work shall avoid impacts to wetlands, mangroves, sea-grasses and any other critical/endangered habitats and creatures that may be encountered.
- 3. The contractor shall be responsible for determining if the vessel contains any pollutants that may be harmful to the environment if discharged during any phase of removal, transport, or disposal. If pollutants are present, then before transport, the contractor shall remove and properly dispose of the pollutants in accordance with all applicable local, state, and federal laws. The contractor shall maintain receipts documenting the proper disposal of pollutants. For purposes of this contract, the term pollutants shall include but is not limited to motor/vessel fuels, oils, and lead acid batteries. Containment booms and recoverable absorbent materials shall be available and utilized as needed to contain and recover fuel or oil discharges that occur during vessel recovery.
- 4. The contractor shall consult and confirm with the County on a plan of action addressing the methods of vessel removal and the handling of any turbidity/siltation/water quality issues and any potential discharge of pollutants. The plan should include, but not be limited to, the installation of appropriate FDEP erosion control and turbidity prevention measures, establishing initial turbidity levels, pollutant detection and containment, final turbidity measurements, and any other precautionary measures taken before or after vessel recovery. Note that final turbidity levels shall be measured and allowed to return to not in excess of 20 NTU's over initial turbidity readings prior to removal of turbidity measures. Precautionary measures shall include minimization of impacts to mangroves, sea grasses and other native plants and animals.
- 5. During the removal of the vessel, the contractor shall not disturb, trim, cut back or remove any mangrove vegetation. The contractor shall provide and install control devices to prevent turbidity and toxic or harmful substances from discharging into adjacent waters during the removal of the derelict vessel.
- **6.** During the removal process, all submerged vessels shall be floated before removal. The dragging of vessels shall be avoided both on and off-shore. All vessels/barges used in vessel removal shall continually monitor water depths to avoid running aground.

- 7. During execution of any of the activities described herein, the contractor shall take all necessary precautions to reduce disturbance of the surrounding environment including turbidity of the surface water, disturbance of upland or wetland sediments, submerged and emergent aquatic vegetation, mangroves, and deposition of debris or sediment from the vessel onto the upland, into the water, or on any roadway during transport. The contractor shall be liable for any such disturbances and any corrective actions required to mitigate the disturbance.
- 8. Vessels situated in near-shore, shallow water areas, shall be approached in a manner so as to avoid impacts to any sea-grasses or other submerged aquatic resources in the area. These vessels shall be approached by shallow draft barge/vessel. Water depths shall be monitored constantly to avoid running aground. Vessels in these locations may be cut into segments and removed piece-by-piece, thus avoiding excessive weight and overburdening the removal apparatus and barge/vessel and driving it into the substrate. All appropriate turbidity measures shall be employed.
- **9.** The land removal of all vessels shall consist of the installation of appropriate upland erosion/siltation/turbidity prevention measures prior to initiation of work. A crane, winch and/or approved alternate method shall be used to lift the vessel from the land. All work shall avoid impacts to wetlands, mangroves, sea-grasses and any other critical/endangered habitats and creatures that may be encountered.
- 10. At least one manatee observer (per barge) shall be present for all in-water work that is being performed. All turbidity barriers shall be monitored for manatee entanglement. A 'Caution Manatee Area' sign, measuring at least 3ftX4ft, shall be in place on the working vessel at all times. One (1) observer on the "primary" work vessel will suffice.
- 11. At least 48 hours prior to the removal of any of the vessels, the awarded contractor shall notify the Florida Fish and Wildlife Conservation Commission (FWC) Division of Law Enforcement regarding the removal activity.

#### FWC Law Enforcement:

#### Officer Tom Tucker tom.tucker@myfwc.com for:

<u>Columbia Sailing Vesse</u> located at N30 41.49 W 081 27.86202 on Tiger Island Trojan Cabin Cruiser located at N 30 40.98498 W 081 29.53698 on the Bells River

#### Officer Jonathan Culbreth Jonathan.culbreth@myfwc.com for:

Cabin Cruiser located at N 30 26.832 W 081 27.738 on the St. Mary's River

#### Officer Matthew Stuhr matthew.stuhr@myfwc.com for:

ASPT Houseboat located at N 30 37.5617 W 81 29.6532 on the east side of Piney Island about 200 yards north of the railroad tracks.

- 12. The Nassau County Facilities Assistant Director, or designee from the Nassau County Facilities Maintenance Department shall be present during all removal activities. The contractor shall provide 24-hour notice prior to disposal of vessel debris. No removal activities shall commence or continue without the representative present unless prior approval has been obtained. Failure to comply will void the contract and payment.
- 13. Normal safety signs, warning lights, temporary barriers, dive flags or other types of markers around work areas shall be utilized as needed to protect the public and worker health and safety and to comply with OSHA requirements.
- 14. No in-water work shall occur at night.
- **15.** All staging and deployment areas will be confined to uplands. At no time shall the contractor use or access a staging area, by vehicle or pedestrian traffic, on or through private property unless specific written authorization is obtained from the property owner, by the contractor, expressly for this purpose.

- **16**. The contractor shall transport recovered vessels to a legitimate qualified landfill. The FWC case number and/or vessel identification number must appear on the weight ticket.
- 17. The contractor shall obtain and maintain all required federal, state, and local permits required to perform the services, including, but not limited to, a permit from the US Army Corps of Engineers. The contractor will be required to follow all permit requirements associated with applicable vessel removal permits. Failure by the contractor to follow permitting requirements will void the contract and payment.
- **18.** The contractor shall accomplish the work in such a manner as to minimize disruption to traffic to as great a degree as practicable. The contractor will be permitted to exclude the public for safety purposes from the work areas in the immediate vicinity of removal and transporting operations.
- **19.** Awarded contractor shall contact appropriate dock owner to determine if roll-off dumpster (if applicable) for debris collection is permissible.
- 20. Bid submittals must include all four (4) vessels identified in Table 1. The County reserves the right to delete vessels from the proposal and list of quotes (Table 1) if bids costs exceed available grant funds or as deemed necessary. The County reserves the right to add vessels, at a negotiated price based on average removal fees for similar vessels in the current bid package, should additional eligible vessels be encountered.
- 21. The bidder shall provide information and specifications on equipment and personnel which shall be used to perform the removal service, including but not limited to, boats, barges, cranes, lifts, backhoes, or other heavy equipment, etc.
- **22.** The contractor acknowledges that all work shall be prosecuted regularly, diligently, and uninterrupted at such a rate as will ensure full completion within the time specified in each and every task.
- 23. The contractor shall maintain detailed records of all recovered vessels and shall submit such records to the County on a weekly or more frequent basis. The records shall include the identification number for each recovered vessel, date and time of recovery, vessel type, length, name of vessel (if available), FL ID# or other registration (if available), hull identification number (if available), condition of vessel, identification of specialized equipment and engines (if present). The contractor is not authorized to salvage any items/materials associated with vessel recovery. The contractor shall obtain at least 4 digital photographs of each recovered vessel for submittal in electronic format with the recovered vessel reports. Photos shall document the vessel prior to removal, during the removal process, and the vessel and its location following removal.
- 24. Time is of the essence. All vessels listed on the price sheet shall be removed and disposed of as soon as practical unless prior arrangements have been made. An individual invoice must be submitted for each vessel on company letterhead identifying the vessel by Derelict Vessel ID number. The contractor shall be paid in accordance with Florida Prompt Payment Act upon submission of all invoices for all vessels and the signed Disposition Certification indicating the date and location of each vessel's disposal. All required paperwork shall be submitted after disposal.

ACORD

# 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		CONTACT Lance Turck	
Amsley Insurance Services Inc			FAX (A/C, No): (407) 892-7807
1617 13TH ST		ADORESS: info@amsleyinsurance.com	
		INSURER(S) AFFORDING COVERAGE	NAIC#
SAINT CLOUD	FL 34769-4306	INSURER A: Colony Insurance Company	39993
INSURED		INSURER B: Starstone Specialty Insurance Company	44776
		INSURER C : Liberty Mutual Insurance Co	23043
TSI Disaster Recovery, LLC.		INSURER D: Navigators Insurance Company	42307
2323 S Babcock St		INSURER E: Stratford Insurance Company	40436
Melbourne FL 32901-5300		INSURER F: Westchester Surplus Lines Insurance Co	10172

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,

TR	TYPE OF INSURANCE	ADDL.	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIMIT	S
	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	s 1,000,000 s 100,000
	SEMMO MADE [25] SSSSIN						MED EXP (Any one person)	s 5,000
Α		Х	X	103 GL 0002946-08	03/14/2022	03/14/2023	PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	X POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							S
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO						BODILY INJURY (Per person)	S
	OWNED SCHEDULED AUTOS		-				BODILY INJURY (Per accident)	S
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	s
	7.01000112							5
	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$ 4,000,000
В	EXCESS LIAB CLAIMS-MADE	X	X	73255M220ALI	03/14/2022	03/14/2023	AGGREGATE	\$
	DED RETENTIONS							S
	WORKERS COMPENSATION						PER OTH-	
	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE		1				E.L. EACH ACCIDENT	S
	(Mandatory in NH)	N/A					E.L. DISEASE - EA EMPLOYEE	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	S
С	Marine General Llability Protection and Indemnity	х	х	LSMP21-1063	07/01/2021	07/01/2022	Per Occurance General Aggregate CSL	\$1,000,0000 \$2,000,000 \$1,000,000

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

D&E Marine Umbrella

X X NY22LIAZ0ARZG01 & VMX8001526 03/14/2022 03/14/2023 \$4,000,000 EACH OCCURRENCE

F Pollution Liability

CERTIFICATE HOLDER

G27909954 007 10/02/2021 10/02/2022 \$2,000,000 EACH OCCURRENCE

Nassau County BOCC is included as an additional insured under the captioned Commercial General Liability Policy on a primary and non-contributory basis if and to the extent required by written contract. Derelict Vessel Removal NC22-015-ITB

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.
eburton@nassaucountyfl.com	AUTHORIZED REPRESENTATIVE  Lance Turck

CANCELLATION

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rance Agency nway 19 N. 1691 2 rsonnel Leasing nway 19 N. 1691 a been issued to the insure e issued or may pertain, the of Insurance LITY General Liability ade Occur	ad named above for the p	aries Insurer A: Insurer B: Insurer C: Insurer D: Insurer E:	the Certificate Holder. coverage afforded by the Insurers Affording Continuous Lion Insurance Companion In	verage	NAIC # 11075
rsonnel Leasing. 19 N. 1691  a been issued to the insure e issued or may pertain, the aid claims.  of Insurance  LITY  General Liability	id named above for the p ie insurance afforded by t	Insurer A: Insurer B: Insurer C; Insurer D: Insurer E: Insurer E: Policy pened indicated Not the policies described here	Lion Insurance Compan  twithstanding any requirement in is subject to all the terms,  Policy Expiration	y nt, term or condition of any contract or o exclusions, and conditions of such poli	11075
ne been issued to the insure e issued or may pertain, the aid claims.  of Insurance  LITY  General Liability	id named above for the p ie insurance afforded by t	Insurer B: Insurer C: Insurer D: Insurer E: Insurer E: Insurer E: Insurer E: Insurer B: Insurer C: Insurer D: Insurer B: Insurer B: Insurer D: Insurer B: Insurer B: Insurer D: Insurer B:	twithstanding any requiremer in is subject to all the terms, Policy Expiration	nt, lerm or condition of any contract or exclusions, and conditions of such poll	other docume
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e issued or may pertain, the aid claims, of Insurance LITY General Liability	e insurance afforded by t	Policy Effective	in is subject to all the terms,  Policy Expiration	exclusions, and conditions of such poli	other docume cies, Aggreg
LITY General Liability	Policy Number			Limits	
General Liability	1				
				Each Occurrence	5
Occui	1			Darmage to rented premises (EA occurrence)	S
	4 1			Med Exp	5
o limit gaatia	1 1			Personal Adv Injury	\$
_				General Aggregate	s
Toject				Products - Comp/Op Agg	s
ABILITY				Combined Single Limit	
				(EA Accident)	S
				Bodily Injury	
					9
					6
				(Per Accident)	s
ELLA LIABILITY				Each Occurrence	
Claims Made				Aggregate	
and	WC 74040	04/04/2022	04/04/2022	X WC Statu-	
a officer/mambar	VVC 71949	01/01/2022	01/01/2023	E.L. Each Accident	\$1,000,00
s officer/member		4		E.L. Disease - Ea Employee	\$1,000,00
rovisions below.				E.L. Disease - Policy Limits	\$1,000,00
	Lion Tanana	na Campany is A	M. Post Company		# 17616
E E	ELLA LIABILITY Claims Made  and re officer/member provisions below.	ELLA LIABILITY Claims Made  and we officer/member provisions below.  Lion Insura	ELLA LIABILITY Claims Made  and WC 71949 01/01/2022 re officer/member provisions below.  Lion Insurance Company is A	ABILITY  ELLA LIABILITY  Claims Made  WC 71949  O1/01/2022  O1/01/2023  we officer/member provisions below.	Combined Single Limit (EA Accident)

# WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 01

(Ed. 2-89)

#### ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

1. Alternate Employer: TSI Disaster Recovery, LLC

Address:

2323 S Babcock Street

Melbourne

FL 32901

- 2. State of Special or Temporary Employment FL.
- 3. Contract or Project DERELICT VESSEL REMOVAL NC22-015-ITB

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 01/01/2022-01/01/2023

Policy No. WC 71949

Endorsement No.

Insured: SOUTH EAST PERSONNEL LEASING, INC.

Premium \$

Insurance Company: LION INSURANCE COMPANY

Countersigned by

WC 00 03 13 (Ed. 4-84) Department of the Treasury

# Request for Taxpayer Identification Number and Certification

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

Internal	Name (as shown on your income tax return). Name is required on this						-		
Print or type. Specific Instructions on page 3.	TSI Disaster Recovery, LLC								
	2 Business name/disregarded entity name, if different from above								
	3 Check appropriate box for federal tax classification of the person who following seven boxes.  individual/sole proprietor or C Corporation S Corporation S Corporation C Corporation S Corporation C C Corporation C C Corporation C C Corporation S Corporation C C C C C C C C C C C C C C C C C C C	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):							
		No. 0.0 comments of District	- Land C	Exempt pa	iyee cooe	(II arry)			
Print or type.	Limited flability company. Enter the tax classification (C=C corporal Note: Check the appropriate box in the line above for the tax class LLC if the LLC is classified as a single-member LLC that is disregar another LLC that is not disregarded from the owner for U.S. federa is disregarded from the owner should check the appropriate box for	Exemption from FATCA reporting code (if any)							
Sec	☐ Other (see instructions) ►		(Applies to accounts maintained outside the U.S.)						
S	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name a	and address	(optional	1)				
See	2323 S. Babcock Street								
	6 City, state, and ZIP code								
1	Melbourne, FL 32901								
	7 List account number(s) here (optional)								
Par	Taxpayer Identification Number (TIN)								
	your TIN in the appropriate box. The TIN provided must match th	e name given on line 1 to av	oid   Social sec	urity numb	er				
	p withholding. For individuals, this is generally your social securit						T		
	nt alien, sole proprietor, or disregarded entity, see the instruction			-	-				
entities TIN, la	s, it is your employer identification number (EIN). If you do not ha	ive a number, see now to ge	or				-		
Note:	If the account is in more than one name, see the instructions for	line 1. Also see What Name	and Employer	identificati	on numb	er			
Numbe	erTo Give the Requester for guidelines on whose number to enter	er.	26	26	58	6 2	TA		
			2 0 .	- 2 0	9 0	0 2	171		
Part	Certification								
Under	penalties of perjury, I certify that:								
2. I am Serv	number shown on this form is my correct taxpayer identification not subject to backup withholding because: (a) I am exempt fro vice (IRS) that I am subject to backup withholding as a result of a onger subject to backup withholding; and	m backup withholding, or (b)	I have not been no	otified by	the Inter	nal Reved me t	venue that I an		
	n a U.S. citizen or other U.S. person (defined below); and								
	FATCA code(s) entered on this form (if any) indicating that I am e	exempt from FATCA reportin	ig is correct.						
Certific you hav	ication instructions. You must cross out item 2 above if you have be the failed to report all interest and dividends on your tax return. For mition or abandonment of secured property, cancellation of debt, contrain interest and dividends, you are not required to sign the certificat	een notified by the IRS that yo eal estate transactions, item 2 tributions to an individual retin	ou are currently subjected to does not apply. For the subject arrangement arrangement	r mortgage (IRA), and	interest generall	paid, y, payn	nents		
Sign Here			Date > 12/14/	2020					
Ger	neral Instructions	Form 1099-DIV (diffunds)	vidends, including	those fron	n stocks	or mu	tual		
Section noted.	n references are to the Internal Revenue Code unless otherwise	<ul> <li>Form 1099-MISC ( proceeds)</li> </ul>	<ul> <li>Form 1099-MISC (various types of income, prizes, awards, or gross</li> </ul>						
related	e developments. For the latest information about developments to Form W-9 and its instructions, such as legislation enacted they were published, go to www.irs.gov/FormW9.		<ul> <li>Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li> </ul>						
		<ul> <li>Form 1099-S (prod</li> </ul>							
	pose of Form ividual or entity (Form W-9 requester) who is required to file an	<ul> <li>Form 1099-K (mere</li> <li>Form 1098 (home)</li> </ul>							
informa	ation return with the IRS must obtain your correct taxpayer ication number (TIN) which may be your social security number	1098-T (tuition)							
(SSN),	individual taxpayer identification number (ITIN), adoption	• Form 1099-C (cand		ment of se	cured or	operty	)		
taxpay (EIN), t	ver identification number (ATIN), or employer identification number to report on an information return the amount paid to you, or other nt reportable on an information return. Examples of information	er	ly if you are a U.S.						
returns	s include, but are not limited to, the following. n 1099-INT (interest earned or paid)	If you do not return	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.						

**Certificate Of Completion** 

Envelope Id: B2B91336BA7A4682AD0C1A390183C4AE

Subject: Please DocuSign: CM3192 - TSI Disaster Recovery - Derelict Vessel Removal - \$77500.0

Source Envelope:

Document Pages: 22 Certificate Pages: 7

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator: Evelyn Burton

eburton@nassaucountyfl.com IP Address: 50,238.237.26

Record Tracking

Status: Original

5/26/2022 8:44:47 AM

Status: Original

6/9/2022 12:10:02 PM

Holder: Evelyn Burton

Signatures: 10 Initials: 29

eburton@nassaucountyfl,com

Holder: Marshall Eyerman

MEyerman@nassaucountyfl.com

Location: DocuSign

Location: DocuSign

Signer Events

Doug Podiak

dpodiak@nassaucountyfl.com

**Facilities Director** Nassau County BOCC

Security Level: Email, Account Authentication

(None)

Signature

Doug Podiak

**Timestamp** 

Sent: 5/26/2022 9:39:47 AM Viewed: 5/26/2022 9:48:05 AM Signed: 5/26/2022 9:48:22 AM

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)

Lanaco Delmore

Sent: 5/26/2022 9:48:27 AM

Viewed: 5/28/2022 10:55:26 PM

Signed: 5/28/2022 10:55:44 PM

Signature Adoption: Pre-selected Style

Signed by link sent to Igilmore@nassaucountyfl.com

Using IP Address: 170.249,159.134

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: 5/28/2022 10:55:47 PM Viewed: 5/31/2022 8:42:43 AM

Signed: 5/31/2022 8:43:13 AM

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)

DF

10

Sent: 5/31/2022 8:43:18 AM

Viewed: 5/31/2022 3:09:03 PM

Signed: 5/31/2022 3:10:14 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:

Signer Events	Signature	Timestamp
Accepted: 1/12/2022 8:21:25 AM ID: a674f252-535e-4d30-a29b-ba05d6cf52ef		
Chris Lacambra		Sent: 5/31/2022 3:10:18 PM
clacambra@nassaucountyfl.com OMB Director	Cliris Lacambra	Viewed: 5/31/2022 4:46:36 PM Signed: 5/31/2022 4:46:47 PM
Nassau County BOCC		Signed. 5/51/2022 4.45.47 1 W
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style Signed by link sent to clacambra@nassaucountyfl.com Using IP Address: 50.238.237,26	
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Denise C. May		Sent: 5/31/2022 4:46:49 PM
dmay@nassaucountyfl.com	Denise C. May	Viewed: 5/31/2022 5:09:56 PM
Assistant County Attorney		Signed: 5/31/2022 5:10:06 PM
Nassau County BOCC		o.g
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style Signed by link sent to dmay@nassaucountyfl.com Using IP Address: 50.238.237,26	
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Taco E, Pope, AICP		Sent: 5/31/2022 5:10:11 PM
tpope@nassaucountyfl.com	Tous E. Popey AICP	Viewed: 5/31/2022 6:51:48 PM
County Manager		Signed: 5/31/2022 6:52:03 PM
Nassau County BOCC		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style Signed by link sent to tpope@nassaucountyfl.com Using IP Address: 50.238.237.26	
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Amy Hartman		Sent: 5/31/2022 6:52:06 PM
info@tsidisaster.com	Office	Resent: 6/8/2022 2:55:43 PM
Security Level: Email, Account Authentication	0 0 0	Viewed: 6/8/2022 3:09:31 PM
(None)	Circulation Administration Design	Signed: 6/8/2022 3:10:22 PM
	Signature Adoption: Drawn on Device Signed by link sent to info@tsidisaster.com	
	Using IP Address: 99.99.18.242	
Electronic Record and Signature Disclosure:	Signed using mobile	
Accepted: 6/8/2022 3:09:31 PM ID: fe7f73f9-eebc-43f8-a2b7-b36e21d68bfb		
Henry Elmore	it I di	Sent: 6/8/2022 3:10:26 PM
henry@tsidisaster.com	Kyle Ilva	Viewed: 6/9/2022 11:23:10 AM
MGMR		Signed: 6/9/2022 12:09:39 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Drawn on Device	
	Signed by link sent to henry@tsidisaster.com	
	Using IP Address: 184.88.158.137	
Electronic Record and Signature Disclosure: Accepted: 6/9/2022 11:23:10 AM ID: a49fdaa4-342e-4d13-b4b4-4a3b10275d87		

Editor Delivery Events	Status	Timestamp	
Agent Delivery Events	Status	Timestamp	
Intermediary Delivery Events	Status	Timestamp	
Certified Delivery Events	Status	Timestamp	
Carbon Copy Events	Status	Timestamp	
Evelyn Burton eburton@nassaucountyfl.com Procurement	COPIED	Sent: 6/9/2022 12:10:02 PM Viewed: 6/9/2022 12:10:02 PM Signed: 6/9/2022 12:10:02 PM	
Nassau County BOCC Security Level: Email, Account Authentication (None)			
Electronic Record and Signature Disclosure: Not Offered via DocuSign			
BOCC AP boccap@nassauclerk.com	COPIED	Sent: 6/9/2022 12:09:43 PM	
Nassau County Clerk Security Level: Email, Account Authentication			
(None)  Electronic Record and Signature Disclosure:  Accepted: 2/4/2021 9:59:11 AM  ID: 6238f06a-a4ad-4d45-a7f5-929d04629059			
Clerk Admin	COPIED	Sent: 6/9/2022 12:09:44 PM	
ClerkServices@nassaucountyfl.com Security Level: Email, Account Authentication (None)	COPILD		
Electronic Record and Signature Disclosure: Not Offered via DocuSign			
RLS Distro	COPIED	Sent: 6/9/2022 12:09:45 PM	
RLSDistribution@nassaucountyfl.com Security Level: Email, Account Authentication (None)	COPIED		
Electronic Record and Signature Disclosure: Not Offered via DocuSign			
Procurement Staff procurementstaff@nassaucountyfl.com	COPIED	Sent: 6/9/2022 12:09:46 PM	
Security Level: Email, Account Authentication (None)			
Electronic Record and Signature Disclosure: Not Offered via DocuSign			
Jeff Little	COPIED	Sent: 6/9/2022 12:09:47 PM	
jlittle@nassaucountyfl.com Security Level: Email, Account Authentication (None)	COPIED	Viewed: 6/9/2022 2:23:58 PM	
Electronic Record and Signature Disclosure: Not Offered via DocuSign			
Tammy Conley	COPIED	Sent: 6/9/2022 12:09:49 PM	
tconley@nassaucountyfl,com	COLTER		
Nassau County BOCC Security Level: Email, Account Authentication (None)			
Flectronic Record and Signature Disclosure:			

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/26/2022 9:39:47 AM
Certified Delivered	Security Checked	6/9/2022 11:23:10 AM
Signing Complete	Security Checked	6/9/2022 12:09:39 PM
Completed	Security Checked	6/9/2022 12:09:49 PM
Payment Events	Status	Timestamps
Electronic Record and Signature	Disclosure	

#### 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: <a href="https://support.docusign.com/guides/signer-guide-signing-system-requirements">https://support.docusign.com/guides/signer-guide-signing-system-requirements</a>.

# 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.

BID TABULATION								
NC22-015-ITB Derelict Vessel Removal								
Bid opening date:								
5/4/2022							D. 1.1. W.	
		Bidder #1 TSI Disaster		der #2	Bidder #3 Zulu Marine & Aerial	Bidder #4 N/A	Bidder #5 N/A	
REQUIRED DOCUMENTS	Recovery, LLC		Inc.					
Response Price Sheet:								
Lump Sum Price per Scope	\$	77,500.00	\$	99,000.00	No Bid			
Removal of Columbia Sail 39'	\$	19,900.00	\$	30,000.00				
Removal of Trojan Cabin Cruiser	\$	23,900.00	\$	19,500.00				
Removal of Cabin Cruiser	\$	19,800.00	\$	19,500.00				
Removal of ASPT 37' Houseboat	\$	13,900.00	\$	30,000.00				
FORMS - (Y/N)								
Signed ITB Cover Sheet		Υ		Y				
Addenda Acknowledgement		Y		Y				
Bid Bond (if over \$100k)		N/A		N/A	N/A			
Public Entity Crimes Statement		Υ		Y				
Experience of Bidder		Υ		Y				
Drug-free Workplace Cert		Υ		Y				
E-Verify /Proof of Registration/MOU		Υ		Y				
Certificate of Insurance		Υ		Υ				
W-9		Υ		Υ				
Licenses		Y		Y				

Note: