# CS-22-075

#### WORK AUTHORIZATION #09 NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

Consultant:	EltonAlan, Inc.	
Contract Number:	CM2499	
Contact Name:	Michael Holcomb, PE	
Contact Number:	904.900.7620	
Email:	mike@eltonalan.com	

Destant Chant That		KAUTHORIZATION	
Project Short Title:	Holly Point Boat Ramp En	CONTRACT OVER	VIEW
Date Submitted	11-17-22	Total of Previous Authorizations	740,808.73
Amount	49,104.80	This Work Authorization	49,104.80
Scheduled Completion	30 weeks from NTP	Current Contract Total	789,913.53

This Work Authorization is to the AGREEMENT between Nassau County and EltonAlan, Inc. ("Vendor") for Engineering designs needed for Holly Point Boat Ramp, dated January 8, 2018. The services to be provided under this Work Authorization are as follows:

#### ARTICLE 1. Services Described as:

Vendor shall provide Engineering Design Plans for Holly Point Boat Ramp in accordance with the Estimate of Work Effort and Fee, copies of which are attached hereto as Exhibit "A & B".

#### ARTICLE 2. Time Schedule

Vendor anticipates their earliest starting date to be 2 weeks from receipt of execution of this Work Authorization with an estimated duration of 30 weeks to complete the Scope of Work.

#### ARTICLE 3. Budget

Vendor will perform the services outlined herein for the lump sum amount of \$49,104.80. Vendor's fee amounts are detailed further in Exhibits "A & B". Vendor will be using rates previously established under Contract CM2499-A2.

#### ARTICLE 4. Other Provisions

The Services covered by this Work Authorization will be performed in accordance with the provisions set forth in the AGREEMENT referenced above and any of its attachments or schedules. Additional terms or contract provisions whether submitted purposely or inadvertently, shall have no force or effect. This Work Authorization will become a part of the referenced AGREEMENT when executed by both parties.

Any Work Authorization entered into prior to expiration or termination set forth in the AGREEMENT shall continue in effect through the earlier of: (i) the date all of the Services thereunder have been fully completed and accepted by Nassau County, or (ii) until such time as such Work Authorization expires or is terminated in accordance with its terms or is terminated pursuant to Article 2 hereof.

In presenting this Work Authorization, Vendor agrees that:

Unless detailed herein, all drawings, data, electronic files and other information required for this Work Authorization has been accepted by Vendor. Specifically, all electronic files have been reviewed and accepted for the purposes of this Work assignment. Any additional information, including detailed scope of services are attached.

AGREED TO BY:

DV. Micheal Holcomb

Print Name:	Micheal Holcomb	
Title:	CEO	
Date:	12/15/2022	

## **RECOMMENDED AND APPROVED BY NASSAU COUNTY:**

Department Head/Managing Agent:	Doug Podiak 12/16/2022	
Procurement:	Fanan Helmon 12/19/2022	
Office of Management & Budget:	cliris lacambra 12/16/2022	<i>7秒</i> 12/16/2022
County Manager:	12/19/2022	

Taco E. Pope, AICP

ACCOUNT NO.:01075572-563701 C0102

## Exhibit A

#### Attachment A

### SCOPE OF SERVICES

## ENGINEERING SERVICES

## Holly Point Boat Ramp Improvements

## NASSAU COUNTY, FLORIDA

October 27, 2022

## PROJECT DESCRIPTION

The intent of this project to reconstruct the existing Holly Point Boat Ramp in order to provide more parking for vehicles and trailers and improve the efficiency of the loading and unloading of boats at the ramp. Area lighting will also be provided in the proposed improvements. All improvements will be limited to upland areas .No improvements for the ramp, bulkhead or docks are included herein.

The scope of services includes:

- 1. Data Collection
- 2. Concept Development
- 3. Final Design and Plan Development
- 4. Permitting

**Professional Services to be Provided**— The Consultant shall provide the following services:

#### Task 1 - Data Collection

- a. <u>Geotechnical Engineering</u> Collect field samples, perform laboratory testing and provide a detailed Geotechnical report as follows:
  - 1. Collect Auger Borings to 6' depth at 6 locations. Encountered ground water levels and unsuitable materials will be noted with each sample.
  - Perform two DRI tests to determine vertical infiltration rates of groundwater.
  - 3. Perform pavement cores at 6 locations to determine the structure of the existing asphalt pavement sevtion
  - 4. Soil samples for laboratory soil testing will be obtained on a frequency of three samples per stratum per mile. Soil samples for pipe corrosion testing will be also be obtained at each culvert crossing.

- Sufficient testing will be performed on soils recovered from the borings for classification purposes using the AASHTO and the Unified Soil Classification System for organic content, moisture content, waterberg limits, percent fines, corrosion susceptibility, structural characteristics, LBR and estimated seasonal high groundwater elevations.
- 6. A geotechnical engineer, registered in the State of Florida, will direct the geotechnical exploration and provide engineering analysis and evaluation of the site and subsurface conditions with respect to the planned construction and imposed loading conditions. The results (including past and proposed as applicable) of the exploration and engineering study will be presented in a report containing the following:
  - a. Soil Data Sheets
  - b. Laboratory Test Results
  - c. Design LBR Results
  - d. Estimated Seasonal High Groundwater Levels
  - e. Recommendations concerning the suitability of the subsurface soils for support of the planned roadway.
  - f. Recommendations concerning the suitability of the subsurface soils for support of the planned culverts.
  - g. Recommendations for the required site preparation and earthwork construction
- b. <u>Survey</u> The consultant shall provide survey services within the projects limits as follows:
  - a. Establish Horizontal and Vertical Control (state Plane Coordinates)
  - b. Sufficient property ties to relate to the Topography Survey
  - c. Establish project Benchmarks and Reference Points
  - d. Locate existing section lines and property ties
  - e. Topo/DTM of approximately 2.5 Acre property
  - f. Survey geotechnical boring locations
  - g. Survey wetland jurisdictional lines
  - h. Provide survey data by electronic files (Microstation)

**Task 2 – Concept Development -** The Consultant will develop two distinct concepts (based on Google Earth Aerial Mapping background) that include differing parking layouts as well as several different pavement sections. Cost estimates will also be provided with each concept to help the client evaluate the desired option to move forward to final design. The goal of this task is to develop the most functional design concept that is within the County's construction budget. Also included in this task will be coordination and meetings with permitting agencies to determine their impact on the project.

**Task 3 – Final Design Analyses and Plan Development**— The consultant shall provide a design analysis report containing the following;

- a. <u>Final Design Analysis</u> Based on the concept chose by the Client, the Consultant will develop a final site layout based on the design survey. Final design will be provided for the optimal pavement section, necessary stormwater improvements and proposed area lighting.
- b. <u>Plan Development</u> The Consultant will prepare construction plan sheets, notes and details for a complete set of construction documents to convey the intent and scope of the project for the purposes of construction as follows:
  - Key Sheet
  - Existing Site Conditions Sheet (incl. drainage flow lines)
  - Demolition / SWPPP Plan
  - Proposed Drainage Map
  - Geometric and Utility Plan
  - Grading and Drainage Plan
  - Drainage Detail Sheet
  - Signing / Pavement Marking Plan
  - Landscape Plan
  - Landscape Detail Sheet
  - Lighting Plan
  - Lighting Detail Sheet
  - Soil survey Sheet
- c. Cost and Contract Time Estimate Consultant will provide and Engineer's Estimate of probable construction cost and time for the completion of the proposed improvements.

**Task 4 – Permitting –** The Consultant will secure the necessary permits from the jurisdictional environmental agencies as well as necessary approvals from the Nassau County Development Services.

**Project Schedule** -The Consultant shall provide the services included herein within a total of 20 weeks from NTP in accordance with the following milestones:

- 1) Design Concept Layouts 2 weeks from NTP
- 2) Survey and Geotechnical Report 6 weeks from from NTP
- 3) Final Construction Plans 10 weeks from from Concept approval
- 4) County Approvals 4 weeks from approval of final plans
- 5) Environmental Permits 8 weeks from approval of final plans

EXH. bit B



**Design Quote** 

10/17/2022

Project: Holly Point Boat Ramp Engineering Design

Client: Nassau County Board of County Commissioners Attn. Jeffery Little Nassau County Facilities/Parks 45195 Musselwhite Rd Callahan FL 32011 jlittle@nassaucountyfl.com

**Quote Amount:** 

\$ 49,104.80

SERVICES		TAL QUOTI AMOUNT
TASK 1 - Data Collection Services	\$	15,890.00
TASK 2- Concept Development	\$	4,328.33
TASK 3 Final Design Analysis and Plan Development	\$	23,490.85
TASK 4 - PERMITTING	\$	5,395.62
	-	

For Questions related to this Quote, please contact: Mike Holcomb @ 904.891.0360 or email mike@eltonalan.com

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#### ELTONALAN ESTIMATE OF WORK EFFORT AND FEE



#### **Requisition Form**

#### NASSAU COUNTY **BOARD OF COUNTY COMMISSIONERS** 96135 Nassau Place Suite 1 Yulee, FL 32097

VENDOR NAME/ADDRESS

DEPARTMENT Facilties

**REQUESTED BY** 

EltonAlan 3653 Regent Blvd #606 Jacksonville, FL 32224

ENDOR NUMBER	PROJECT NAME FUNDING SOURCE				Je PO OR ENCUMBER ON	ff Little
4445		C0102	S 303,900.00	the second se	r Contract	CM2499-A
EM NO	Holly Pt Boat Ramp Eng. Design 01075572-563701 DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT		
	Holly Point Boat Ramp Engineering Design			\$ 0.00	See CM2499-A	2 WA09
	Data Collection Services	1.00	\$ 15,890.00	\$ 15,890.00		
0	Concept Development	1.00	\$ 4,328.33	\$ 4,328.33		
	Final Design Analysis & Plan Development	1.00	\$ 23,490.85	\$ 23,490.85		
	Permitting	1.00	\$ 5,395.62	\$ 5,395.62		
				\$ 0.00		
	COI and E-Verify on File			\$ 0.00		
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RIGINAL - FIN				Shipping Total		\$ 0.00 9,104.80

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 Vous

Podiak

12/16/2022

Office of Management and Budget (signature required if over Department Head signature authority or \$5,000, whichever is less.) I allesi that, if the best of my knowledge, funds are available for payment6/2022 12/16/2022

Procurement Director (signature required if over Department Head signature authority or \$5,000, whichever is less.) I attest that, 19 the best of the base of the baseledge. This requisition is accurate and necessary and is consistent with the Nassau County Purchasing Policy.

County Manager (signature required if over Department Head signature authority or \$5,000, whichever is less.) I attest that, so the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.

Clerk Datc 12/22/2022

DocuSign Envelope ID: 1CBAE416-77B1-4E16-ACE2-686C98BFEDDB

## CS-21-100

CONTRACT

TRACKING NO.

CM2499-A2

## BOCC CONTRACT APPROVAL FORM

(Request for Contract Preparation)

### **GENERAL INFORMATION**

Requesting Department Engineering Services Department

Contact Person: Robert T. Companion - County Engineer

Telephone: (904) 530-6225\_Fax: (\_\_\_\_\_ Email: rcompanion@nassaucountyfl.com

## **CONTRACTOR INFORMATION**

Name: EltonAlan, Inc.

Address: 3653 Regent Blvd., #606	Jacksonville	Florida	32224
	City	State	Zip
Contractor's Administrator Name: Mich	hael E. Holcomb, PE	Title: President	
Telephone: (904) 900-7620 F	ax: () Emai	l: mike@eltonalan.com	

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS) Authorized Signatory Name: <u>Michael E. Holcomb, PE</u> Authorized Signatory Email: <u>mike@eltonalan.com</u>

## **CONTRACT INFORMATION**

Contract Name: Continuing Contract for Professional Eng. Services

Description: <u>Second Amendment extending the term of the Contract for an additional year.</u> GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Total Amount of Contract: <u>\$409,582.24</u> APPROXIMATE IF NECESSARY

Source of Funds/Account: N/A Termination/Cancellation: N/A

Authorized Signatory: <u>Taco E. Pope, AICP – County Manager</u> DENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: 01/08/18 to: 01/07/22

Status: New Renew X Amend# WA/Task Order

How Procured: Sole Source\_\_Single Source\_\_ITB\_\_\_RFP\_X\_RFQ\_Coop.\_\_Other \_\_\_\_\_

#### If Processing an Amendment:

Contract #: CM2499-A1 Increased Amount to Existing Contract: \$0.00

New Contract Dates: 01/08/22\_to 01/07/23\_Total or Amended Amount: \$409,582.24 - no change

Continued on next page

DocuSign Envelope ID: 1CBAE416-77B1-4E16-ACE2-686C98BFEDDB

Review/Complete before sending		
Requirement	Description	Complete By
Contract, Exhibits and Appendices	<ol> <li>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</li> <li>All such documents have been read and agreed to in their entirety by originating department and staff members who have obligations under this contract.</li> </ol>	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 Kohrt Companion 12/14/2021

Department Head/Contract Manager Marshall Eyerman	14/	Date /14/2021		12/14/2021
Procurement Marshall Exerman	12/14/2021	Date	ar	11, 11, 2011
Office of Mgmt & Budget Denise C. May. Coq., 305	12/:	Date 15/2021		
County Attorney		Date	_	
COUNTY MA	NAGER - FI	NAL SIG	GNAT	URE APPROVAL
Two E. Popy AICP	12,	/15/2021		
County Manager		Date		

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

Original: Clerk's Services; Contractor (original or certified copy)

Copies: Department; Procurement; RLS Distribution; Clerk Services BOCC

BOCC CAF 12/14/2021

DocuSign Envelope ID: 1CBAE416-77B1-4E16-ACE2-686C98BFEDDB

#### SECOND AMENDMENT TO THE CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES FOR NASSAU COUNTY, FLORIDA

15 THIS AMENDMENT entered into this day of December 20 by and between the **BOARD OF COUNTY** COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County" and ELTONALAN, INC., a Florida Profit Corporation, whose principal office address is located at 3653 Regent Blvd., Unit 606, 32224, hereinafter referred to as Jacksonville, Florida "Consultant".

WHEREAS, the parties entered into the Continuing Contract for Professional Engineering Services for Nassau County, Florida, hereinafter referred to as "Contract", dated January 8, 2018; and

WHEREAS, the Contract provided for an initial term of three (3) years beginning January 8, 2018 and ending January 7, 2021, with an option to extend in one (1) year increments upon mutual agreement between the Consultant and the County; and

WHEREAS, on or about December 22, 2020, the parties entered into the First Amendment to the Continuing Contract for Professional Engineering Services for Nassau County, Florida extending the term of the Contract for one (1) year beginning on January 8, 2021 and ending on January 7, 2022; and

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#### DocuSign Envelope ID: 1CBAE416-77B1-4E16-ACE2-686C98BFEDDB

#### Contract Tracking No.: CM2499-A2

WHEREAS, Engineering Services believes it to be in the best interest of the County to extend the term of the Contract for an additional one (1) year period beginning January 8, 2022 and ending January 7, 2023.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

- In accordance with the terms of the Contract, the performance period is hereby extended for an additional one (1) year period beginning January 8, 2022 and ending January 7, 2023.
- All other provisions of said Contract not in conflict with this Amendment shall remain in full force and effect.

BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

TAND E. Popey AICP

Taco E. Pope, AICP, County Manager Its: Designee Date:

#### EltonAlan, Inc.

Mike Holcomb

By:By:	
Its:	
12/20/2021 Date:	

## DocuSian

#### **Certificate Of Completion**

Envelope Id: B84CB10CFA5F4BBA865D75ECB67C7AAE Status: Completed Subject: Complete with DocuSign: EltonAlan, Inc. CM2499 WA09 Holly Point Boat Ramp.pdf, CS-21-106 Elton ... Source Envelope: **Document Pages: 14** Signatures: 9 **Certificate Pages: 6** Initials: 3 AutoNav: Enabled Envelopeld Stamping: Enabled

#### **Record Tracking**

Status: Original 12/2/2022 9:09:47 AM

#### **Signer Events**

**Micheal Holcomb** mike@eltonalan.com CEO Security Level: Email, Account Authentication (None)

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

**Electronic Record and Signature Disclosure:** Accepted: 12/7/2022 8:22:28 AM ID: 2da29914-c69f-418f-8934-8b3720859c1b

**Doug Podiak** dpodiak@nassaucountyfl.com

**Facilities Director** 

Nassau County BOCC Security Level: Email, Account Authentication (None)

**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)

**Electronic Record and Signature Disclosure:** Not Offered via DocuSign

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

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Holder: Pamela Nelson pnelson@nassaucountyfl.com

Signature

Micheal Holcomb

Signature Adoption: Pre-selected Style Using IP Address: 104.180.29.148

Doug Podiak

Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26

TP

Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26

duris lacambra

Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26

Envelope Originator: Pamela Nelson pnelson@nassaucountyfl.com IP Address: 50.238.237.26

Location: DocuSign

Timestamp Sent: 12/2/2022 9:21:08 AM Viewed: 12/7/2022 8:22:28 AM Signed: 12/15/2022 12:37:59 PM

Sent: 12/15/2022 12:38:02 PM Viewed: 12/16/2022 7:57:58 AM Signed: 12/16/2022 8:00:33 AM

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#### **Signer Events**

Lanaee Gilmore Igilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

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

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Clerk Finance boccap@nassauclerk.com

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

In Person Signer Events

**Editor Delivery Events** 

Agent Delivery Events

**Intermediary Delivery Events** 

**Certified Delivery Events** 

**Carbon Copy Events** 

Jeff Little

jlittle@nassaucountyfl.com

Facilities Assistant Director

Nassau County BOCC

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Jennifer Kirkland

jkirkland@nassaucountyfl.com

Nassau County BOCC

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

#### Signature

Kanan Helmon

Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26 Timestamp

Sent: 12/16/2022 11:03:47 AM Viewed: 12/19/2022 2:12:55 PM Signed: 12/19/2022 2:13:08 PM

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Signature Adoption: Drawn on Device Using IP Address: 50.238.237.26

CF

Signature Adoption: Pre-selected Style Using IP Address: 12.23.69.254

Sent: 12/19/2022 2:13:11 PM Viewed: 12/19/2022 2:34:43 PM Signed: 12/19/2022 2:34:49 PM

Sent: 12/19/2022 2:34:55 PM Viewed: 12/22/2022 9:53:42 AM Signed: 12/22/2022 9:53:55 AM

Timestamp

Timestamp

Timestamp

Timestamp

Timestamp

Timestamp Sent: 12/19/2022 2:34:53 PM Viewed: 12/19/2022 2:38:36 PM

COPIED

Sent: 12/22/2022 9:53:59 AM





Signature

Status

Status

Status

Status

Carbon Copy Events	Status	Timestamp
Pamela Nelson		Sent: 12/22/2022 9:54:02 AM
pnelson@nassaucountyfl.com	COPIED	
Admin Specialist II		
Nassau BOCC		
Security Level: Email, Account Authentication (None)	1	
Electronic Record and Signature Disclosu Not Offered via DocuSign	re:	
Shelley Caldwell	CODIED	Sent: 12/22/2022 9:54:04 AM
scaldwell@nassaucountyfl.com	COPIED	
assau County BOCC		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosu Not Offered via DocuSign	re:	
Heather Nazworth	COPTER	Sent: 12/22/2022 9:54:07 AM
nnazworth@nassauclerk.com	COPIED	
Administrative Records Specialist II		
assau County Clerk of the Circuit		
Court/Comptroller		
Security Level: Email, Account Authentication None)		
Electronic Record and Signature Disclosu Not Offered via DocuSign	re:	
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/2/2022 9:21:08 AM
nvelope Updated	Security Checked	12/12/2022 3:36:01 PM
nvelope Updated	Security Checked	12/12/2022 3:36:01 PM
nvelope Updated	Security Checked	12/12/2022 3:36:01 PM
nvelope Updated	Security Checked	12/12/2022 3:36:01 PM
nvelope Updated	Security Checked	12/12/2022 3:36:01 PM
nvelope Updated	Security Checked	12/12/2022 3:36:01 PM
invelope Updated	Security Checked	12/12/2022 3:36:01 PM
Invelope Updated	Security Checked	12/12/2022 3:36:01 PM
Envelope Updated	Security Checked	12/12/2022 3:36:01 PM
Envelope Updated	Security Checked	12/12/2022 3:36:01 PM
Certified Delivered	Security Checked	12/22/2022 9:53:42 AM
Signing Complete	Security Checked	12/22/2022 9:53:55 AM
Completed	Security Checked	12/22/2022 9:54:07 AM
Payment Events	Status	Timestamps

Payment Events

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: <u>https://support.docusign.com/guides/signer-guide-signing-system-requirements</u>.

#### 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.