

CS-22-107

BOCC CONTRACT APPROVAL FORM

(Request for Contract Preparation)

CONTRACT TRACKING NO.
CM3305

GENERAL INFORMATION

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

CONTRACTOR INFORMATION

Name: GLE Associates, Inc.
Address: 8651 Baypine Rd., Suite 115 Jacksonville FL 32256
City State Zip
Contractor's Administrator Name: James Elliott Title: VP, Director of North Florida Operations
Telephone: 904-296-1880 Fax: (904) 296-1860 Email: jelliott@gleassociates.com

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

Authorized Signatory Name: James Elliott
Authorized Signatory Email: jelliott@gleassociates.com

CONTRACT INFORMATION

Contract Name: Phase 1 Environmental Site Assessment (ESA)
Description: Performance of a Phase 1 ESA on property and structures located at 50 Bobby Moore Cir., Yulee, FL 32097 to assist in the devoping information to identify environmental conditions.
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Total Amount of Contract: \$2,185.00
APPROXIMATE IF NECESSARY

Source of Funds: County State Federal Other _____ Account: 04073519-546002 NCPP2

Authorized Signatory: Taco E. Pope, AICP

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: Execution to: 30 days Termination/Cancellation: 30 days

Status: New Renew Amend# WA/Task Order Supplemental Agreement

How Procured: Exemption Sole Source Single Source ITB RFP RFQ Coop
 Piggyback Quotes Other _____

If Processing an Amendment:

Contract #: _____ Increased Amount to Existing Contract: _____

New Contract Dates: _____ to _____ Total or Amended Amount: _____

Continued on next page

CHECKLIST		
<i>Review/Complete before sending contract for final signature</i>		
Requirement	Description	Complete By
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and staff members who have obligations under this contract.	Dept LG
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	Dept LG
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	Dept LG
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 LG 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 LG
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	Cnty Atty
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	Cnty Atty
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	Router

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. Ray Podiat 1/24/2023
Department Head/Contract Manager Date
2. James Adams 1/24/2023
Procurement Date
3. Chris Lacumbra 1/24/2023 1/24/2023
Office of Mgmt & Budget Date
4. Denise C. May 1/26/2023 1/25/2023
County Attorney Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. Tara E. Poppy AICP 1/26/2023
County Manager Date

CONTRACT FOR PROFESSIONAL SERVICES FOR NASSAU COUNTY, FLORIDA

THIS CONTRACT made and entered into on 1/26/2023, by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **GLE Associates, Inc.**, located at 8651 Baypine Road, Suite 115, Jacksonville, FL 32256 hereinafter referred to as "Consultant":

WHEREAS, County desires to obtain professional services to have a Phase 1 Environmental Site Assessment performed. Said services are more fully described in the Scope of Work, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Consultant desires to render certain professional services as described in Exhibit "A", and has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, County, through a competitive selection process conducted in accordance with the requirements of law and County policy, and based upon Consultant's assurance that it has the qualifications, staff, experience and resources, County has determined that it would be in the best interest of Nassau County to award a contract to Consultant for the rendering of those services described in Exhibit "A"

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

ARTICLE 1 - EMPLOYMENT OF CONSULTANT

County hereby agrees to engage Consultant, and Consultant hereby agrees to perform the services set forth in Exhibit "A".

ARTICLE 2 - SCOPE OF SERVICES

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2.1 Consultant shall provide professional services in accordance with Exhibit "A".

2.2 Services requested by County or County's representative that are in addition to Exhibit "A" will be considered additional services and reviewed, at that time for additional fees. Any additional services shall be mutually agreed upon and provided in writing.

ARTICLE 3 - COUNTY'S RESPONSIBILITY

Except as provided in Exhibit "A", County shall provide Consultant with all required data, information, and services regarding the requirements and objectives for the services under this Contract. Consultant shall rely upon the accuracy and completeness of any information, reports, data supplied by County or others authorized by County.

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

ARTICLE 4 - TERM OF CONTRACT

The term of this Contract shall begin upon full execution of this Contract by all parties and terminate 30 days thereafter. The term of this Contract may be extended

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upon mutual written agreement between both parties. Any extension of the term under this Contract shall be in one (1) month increments, unless otherwise agreed to by the parties, and shall be in County's best interest and sole discretion. Any agreement, amendment or modification to the term of the Contract shall be subject to fund availability and mutual written agreement between County and Consultant.

In the event that the Contract is continued beyond the term provided, by mutual consent, the Contract shall be carried out on a month-to-month basis only and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the contract and at the compensation and payment provided herein.

ARTICLE 5 - COMPENSATION

5.1 Consultant shall be compensated \$2,185.00, in accordance with Exhibit "C".

5.2 Consultant shall prepare and submit to the Public Works Director, for approval, an invoice for the services rendered, with a copy provided to invoices@nassaucountyfl.com and jkirkland@nassaucountyfl.com Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report or statement identifying the nature of the work performed, the hours required and compensation for the work performed. The report or statement shall show a summary of fees. County reserves the right to withhold payment to Consultant for failure to perform the work in accordance with the provisions of this Contract, and County shall promptly notify Consultant in writing if any invoice or report is found to be

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unacceptable and will specify the reasons therefor. Consultant will have thirty (30) days to cure any failure upon written notice.

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

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

ARTICLE 6 – EXPENSES

Consultant shall be responsible for all expenses incurred while performing the services, unless otherwise detailed in Exhibit "A". This includes, without limitation, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to Consultant's agents, if any, hired by Consultant to complete the work under this Contract.

ARTICLE 7 - STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional under similar circumstances, at the same time, and in the same locality. At County's sole discretion,

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Consultant shall, at no additional cost to County, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 8 - DOCUMENTS

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

- 8.1 This Contract; and
- 8.2 The Scope of Work attached hereto as Exhibit "A"; and
- 8.3 *Certificate of Liability Insurance* attached hereto as Exhibit "B";
- 8.4 GLE Associates, Inc.'s quote dated Oct. 19, 2022, attached hereto as Exhibit "C"
- 8.5 Any work authorizations, written amendments, modifications or addenda to this Contract.

ARTICLE 9 - EQUAL OPPORTUNITY EMPLOYMENT

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

ARTICLE 10 – TRUTH-IN-NEGOTIATION/PUBLIC ENTITY CRIMES AFFIDAVIT

Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual costs. Consultant

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represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

ARTICLE 11 - INDEMNIFICATION

Consultant shall indemnify and hold harmless County and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant and other persons employed or utilized by the Consultant, in the performance of the Contract.

ARTICLE 12 - INDEPENDENT CONSULTANT

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

12.2 This Contract shall not render Consultant or any of Consultant's agents an employee, partner, agent of, or joint venturer with County for any purpose. Consultant is and will remain an independent consultant in its relationship to County and Consultant's agents are not and will not become Company's employees. County shall not be responsible for withholding taxes with respect to Consultant's compensation hereunder. County shall report all payments made to Consultant on a calendar year basis using IRS Form 1099, if required by law. Consultant agrees to report all such payments to the appropriate federal, state and local taxing authorities. County shall not and shall have no obligation to: (a)(i) withhold FICA (Social Security and Medicare

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taxes) from Consultant's payments or make FICA payments on Consultant's or Consultant's agent's behalf, (ii) make state or federal unemployment compensation contributions or payments on Consultant's or Consultant's agent's behalf, or (iii) withhold state or federal income tax from Consultant's payments; or (b) obtain workers' compensation insurance or any other insurance coverage of any kind on behalf of Consultant or Consultant's agents. If Consultant hires employees to perform any work under this Contract, Consultant shall cover them with worker's compensation insurance and provide County with a certificate of workers' compensation insurance before the employees begin the work. Neither Consultant nor Consultant's agents are eligible to participate in any employee health, vacation pay, sick pay, or other fringe benefit plan of County. If any government agency or court determines that Consultant should be reclassified as an employee, Consultant hereby waives any right to County benefits and acknowledges and understands that such reclassification shall not entitle Consultant to any benefits offered to County's employees. Consultant and County agree that: (a) Consultant has the right to perform services for others during the term of this Contract; (b) Consultant 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) Consultant has the right to perform the services required by this Contract at any location or time; (d) Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

ARTICLE 13 – EXTENT OF CONTRACT

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

13.2 This Contract may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

ARTICLE 14 - COMPLIANCE WITH LAWS

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

ARTICLE 15 - INSURANCE

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

ARTICLE 16 – ACCESS TO PREMISES

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

ARTICLE 17 - TERMINATION OF CONTRACT

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

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Consultant shall promptly contact County to make arrangements to render to County all property belonging to County, including but not limited to, equipment, books, records, etc.

17.2 Default by Consultant: In addition to all other remedies available to County, County may terminate this Contract for cause should Consultant neglect, fail to perform, or observe any of the terms, provisions, conditions, or requirements herein contained. Prior to termination, County shall provide written notice of the specific conditions warranting default, and County shall allow thirty (30) days for Consultant to cure. Upon receipt of the written notice of termination, Consultant shall immediately render to County all property belonging to County, including but not limited to, equipment, books, records, etc.

ARTICLE 18 - NONDISCLOSURE OF PROPRIETARY INFORMATION

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

ARTICLE 19 – UNCONTROLLABLE FORCES

19.1 Neither County nor Consultant shall be considered to be in default of this Contract if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term “uncontrollable forces” shall mean any event which results in the

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prevention or delay of performance by a party of its obligations under this Contract and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage and governmental actions.

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

19.3 In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Contract to either party. In the case of any delay Consultant believes is excusable under this paragraph, Consultant shall notify County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Consultant could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Consultant first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE CONSULTANT'S

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SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. County, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Consultant of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against County. Consultant shall not be entitled to an increase in the Contract price or payment of any kind from County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause described in this paragraph, after the causes have ceased to exist, Consultant shall perform at no increased cost, unless County determines in its sole discretion, that the delay will significantly impair the value of the Contract to County, in which case, County may do any or all of the following: (1) accept allocated performance or deliveries from Consultant, provided that Consultant grants preferential treatment to County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Consultant for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

ARTICLE 20 - GOVERNING LAW AND VENUE

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

ARTICLE 21 - MISCELLANEOUS

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

21.2 Severability: Any provision in this Contract that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

21.3 Public Records: County is a public agency subject to Chapter 119, Florida Statutes. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent that Consultant is providing services to County, and pursuant to section 119.0701, Florida Statutes, Consultant shall:

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

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

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

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

e. A request to inspect or copy public records relating to a Nassau County contract for services must be made directly to the Nassau County Custodian of Public Records. If Nassau County does not possess the requested records due to Consultant

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

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

ARTICLE 22 – EMPLOYMENT ELIGIBILITY

Consultant must comply with F.S. 448.095 and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by Consultant during the term of this Contract to work in Florida. Additionally, if Consultant uses subcontractors to perform any portion of the work (under this Contract), 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.

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Consultant further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to County or other authorized entity consistent with the terms of Consultant's enrollment in the program. This includes maintaining a copy of proof of Consultant's and subcontractors' enrollment in the E-Verify program. If Consultant enters into a contract with a subcontractor, the subcontractor must provide Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of such affidavit for the duration of the Contract.

Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and County may treat a failure to comply as a material breach of the Contract. If County terminates the Contract pursuant to F.S. 448.095(2)(c), Consultant may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and Consultant is liable for any additional costs incurred by County as a result of the termination of this Contract.

ARTICLE 23 - SUCCESSORS AND ASSIGNS

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

ARTICLE 24 - CONTINGENT FEES

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this

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

ARTICLE 25 - OWNERSHIP OF DOCUMENTS

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

ARTICLE 26 - FUNDING

This Contract shall remain in full force and effect only as long as the expenditures provided for in the Contract have been appropriated by the Nassau County Board of County Commissioners in the annual budget for each fiscal year of this Contract and is subject to termination based on lack of funding.

ARTICLE 27 - NOTICE

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

COUNTY:

Doug Podiak, Public Works Director
45195 Musselwhite Road
Callahan, FL 32011
904-530-6120

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dpodiak@nassaucountyfl.com

CONSULTANT:

James Elliott
GLE Associates, Inc.
8651 Baypine Rd., Suite 115
Jacksonville, FL 32256
904-296-1880
jelliott@gleassociates.com

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

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

ARTICLE 28 - DISPUTE RESOLUTION

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

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addressed to Consultant. Consultant should have a representative, at the meeting that can render a decision on behalf of Consultant.

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

ARTICLE 29 – ASSIGNMENT & SUBCONTRACTING

In order to assign its Contract with the County, or to subcontract any of the work requirements to be performed, the Consultant must ensure, and provide assurances to the County upon request, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Consultant must provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's judgement, are insufficient. The Consultant agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the County upon request. The Consultant further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Consultant, at its expense, will defend the County against such claims.

The Consultant agrees to make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in

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accordance with F.S. 287.0585, unless otherwise stated in the contract between the Consultant and subcontractor. The Consultant's failure to pay its subcontractor(s) within seven (7) working days will result in a penalty charged against the Consultant and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

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

NASSAU COUNTY, FLORIDA

Taco E. Pope AICP

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

Date: 1/26/2023

Approved as to form and legality by the
Nassau County Attorney

Denise C. May

DENISE C. MAY

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GLE ASSOCIATES, INC.

James Elliott

By: James Elliott

Its: VP, Director of Operations

Date: 1/26/2023

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EXHIBIT "A"

Nassau County
FACILITIES MAINTENANCE DEPARTMENT

45195 Musselwhite Road - Callahan, FL 32011

Re: 50 Bobby Moore Circle Phase 1 Environmental Site Assessment

Scope of Work

Perform a Phase 1 Environmental Site Assessment (ESA) on property and structures located at 50 Bobby Moore Circle Yulee Florida 32097. Property can be viewed via the following link:

<https://maps.nassauflpa.com/nassautaxmap/#> Parcel ID 44-2N-27-0000-0001-0110

The ESA is to be performed on the entire site and each standing structure

The ESA will be performed consistent with the procedures included in ASTM E1527-13, Standard Practice for Environmental Site Assessments: **Phase I Environmental Assessment Process**. The purpose of this ESA is to assist in developing information to identify recognized environmental conditions (RECs) in connection with the site, which could pose an environmental risk. Fulfilling the ASTM E1527-13 requirements will include the review of physical settings (including the site and surrounding area), historical use and information, regulatory records as well as a field visit to observe the current site conditions. This information reviewed and results of the assessment are to be presented in a final report which is to be signed by an environmental professional responsible for the Phase I ESA, and the report will also contain an environmental professional statement as required by 40 CFR 312.21(d).

To schedule a site visit, contact:

Jeff Little – Facilities Maintenance Assistant Director

Office: 904.530.6126

Cell: 904.7534033

Email: jlittle@nassaucountyfl.com

General Information

Vendor selected for award of this project will be required to provide:

1. A copy of their current, valid insurance certificate that meets or exceeds the requirements of those included with this Request for Quotation.
2. Proof of E-Verify Registration - Pursuant to Florida Statute 448.095, all vendors doing business with Nassau County are required to register with and participate in the Federal Government's E-Verify program (www.e-verify.gov).
3. A copy of license and/or registration, the type of which must be in a class related to the general nature of the work to be performed for this project.

Fund Availability- Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. Nassau County abides by the provision set forth in Florida Statutes relative to appropriation of Funds.

Prompt Payment Act- Payments will be made within forty-five (45) days from receipt of the invoice, pursuant to Florida's Prompt Payment Act, Florida Statute 218.70.

Taxes- Nassau County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales and Use Taxes. Vendors shall not include taxes in any response, invoice, or statement.

Terms & Conditions- Vendor proposes and agrees, if their quote is accepted, to enter into a contract with the Nassau County Board of County Commissioners, to perform and furnish all goods and services specified, consistent with this solicitation, for the agreed upon price, within the agreed timeframe indicated, and in accordance with the other terms and conditions of the contract.

Experience of Vendor- Vendor must be a provider currently doing business with the general public, servicing a minimum of three (3) commercial or public entity accounts equal in size and scope of this solicitation, and be properly licensed to do business in the State of Florida for no less than three (3) years.

DESCRIPTIONS (Continued from Page 1)

the underlying General Liability, Contractors Pollution Liability, Automobile Liability, Professional Liability and Workers Compensation policies per the terms and conditions of the policy. Professional Liability includes Asbestos Consulting per terms and conditions of the policy. Cancellation: Thirty (30) days' notice except for Ten (10) days' notice for non-payment of premium.

RE: Phase 1 Environmental Site Assessment located at 50 Bobby Moore Circle, Yulee, FL 32097.
Additional Insured Includes: Nassau County BOCC



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

SECTION III – WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability caused, in whole or in part, by “your work” for that insured which is performed by you or by those acting on your behalf.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

SECTION III – WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by “your work” at the location designated in the Schedule shown above performed for that additional insured and included in the “products-completed operations hazard”.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- CONTRACTORS POLLUTION LIABILITY COVERAGE PART
- ERRORS AND OMISSIONS LIABILITY COVERAGE PART
- THIRD PARTY POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

SECTION III – WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to “claims” caused in whole or in part, by “your work” for that person or organization performed by you, or by those acting on your behalf.

This insurance shall be primary and non-contributory, but only in the event of a named insured’s sole negligence.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AGGREGATE LIMITS OF INSURANCE PER PROJECT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Under the Common Provisions, **Section IV – LIMITS OF INSURANCE AND DEDUCTIBLE**, item **2.** is amended by the addition of the following:

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDED WAIVER OF TRANSFER OF RIGHTS
OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- CONTRACTORS POLLUTION LIABILITY COVERAGE PART
- ERRORS AND OMISSIONS LIABILITY COVERAGE PART
- THIRD PARTY POLLUTION LIABILITY COVERAGE PART
- ONSITE CLEANUP COVERAGE PART

SCHEDULE

Name of Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

SECTION VI – COMMON CONDITIONS, item 17. Transfer Of Rights of Recovery Against Others To Us within the Common Provisions is amended by the addition of the following:

Solely as respects the person(s) or organization(s) indicated in the Schedule shown above, we waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for “damages” arising out of your ongoing operations or “your work” performed under a written contract with that person(s) or organization(s) and included in the “products-completed operations hazard”.

However, this waiver shall not apply to “damages” resulting from the sole negligence of the person(s) or organization(s) indicated in the Schedule shown above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

58504 (1-15) Includes copyrighted material of Insurance Services Office, Inc., with its permission. Page 1 of 1

58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V CONDITIONS, A. LOSS CONDITIONS is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

5. Our Right to Recover Payments

If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury** or **property damage**:

- a. Covered by the policy; and
- b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

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4. Loss Payment - Physical Damage Coverage

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return stolen property at our expense. We will pay for any damage that results to the auto from the theft; or
- c. Take all or any part of damaged or stolen property at an agreed or appraised value.

If we pay for the loss, our payment will include, where required by law, the applicable sales tax for damaged or stolen property. We may adjust the loss for an auto you lease, hire, rent or borrow with either you or the owner of such auto, whomever we choose.

5. Our Right to Recover Payments

If we make a payment under this policy and the person or organization to or for whom payment is made has a right to recover damages from another, we will be entitled to that right. That person or organization shall do everything necessary to transfer that right to us and do nothing to prejudice it.

6. Motor Carriers

- a. When this policy is amended by an endorsement prescribed in compliance with any law for the regulation of:
 - (1) Common carriers;
 - (2) Contract carriers; or
 - (3) Private carriers
 of passengers or property, all amended policy terms and conditions remain in full force and are binding between you and us.
- b. If as a result of that endorsement, we are obligated to make a payment that we would not make except for that endorsement, you agree to reimburse us for any payment, including payment for defense costs, we must make as a result of that endorsement.

B. GENERAL CONDITIONS**1. Policy Term and Territory**

Under this policy, we cover accidents and losses occurring:

- a. During the policy term shown in the Declarations; and
- b. Within the coverage territory.
The coverage territory is:
 - (1) The United States of America;
 - (2) The territories and possessions of the United States of America;
 - (3) Canada; and
 - (4) Anywhere in the world if a covered auto that is a private passenger auto is leased, hired, rented or borrowed

without a driver for a period of 30 days or less, provided that the insured's responsibility to pay damages is determined in a suit on the merits in any of the coverage territories described in b.(1), b.(2) or b.(3) above or in a settlement to which we agree.

We also cover loss to, or accidents involving, a covered auto while being transported between any of these places.

2. Other Insurance

- a. For any covered auto that is scheduled in the Declarations, this policy provides primary insurance. For any covered auto which is not scheduled in the Declarations, the insurance provided by this policy is excess over any other collectible insurance. However, this coverage shall be primary when any covered auto (that is a trailer) is connected to an auto that is scheduled in the Declarations and this coverage shall be excess when any covered auto (that is a trailer) is connected to an auto that is not scheduled in the Declarations.
- b. Regardless of the provisions of Paragraph a. above, the Covered Autos Liability Coverage of this policy is primary for any liability assumed under an insured contract.
- c. When this policy and any other coverage form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our policy bears to the total of the limits of all the coverage forms and policies covering on the same basis.

3. Assignment

No interest in this policy may be assigned without our written consent. However, if you are an individual and you die within the policy term, the policy will cover as though named in the Declarations:

- a. Your spouse;
- b. Your legal representative, but only with respect to his or her legal responsibility for the maintenance or use of a covered auto; and
- c. Any person having proper temporary custody of a covered auto until a legal representative is appointed

provided we are given written notice of your death within 60 days of the date of your death or by the expiration of the policy term in which you die, whichever is greater. This requirement does not apply with regard to your spouse.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

State	Description
FL	Any party with whom the insured agrees to waive subrogation in a written contract.
GA	Any party with whom the insured agrees to waive subrogation in a written contract.
NC	Any party with whom the insured agrees to waive subrogation in a written contract.
TN	Any party with whom the insured agrees to waive subrogation in a written contract.

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.)

Effective Date:

Policy No: KEY0145849

Endorsement No.:

Insured: GLE Associates Inc

Premium:

Insurance Company: Carolina Casualty Insurance Company

Countersigned by:

WC 00 03 13

(Ed. 4-84)



EXHIBIT "C"

October 19, 2022

Ms. Evelyn J. Burton "EJ"
Nassau County Public Works
45195 Musslewhite Road
Callahan, Florida 32011

Sent via e-mail: eburton@nassaucountyfl.com

**RE: Proposal for a Phase I Environmental Site Assessment
50 Bobby Moore Circle
Yulee, Florida 32097**

GLE Proposal No.: 22-75236P

Dear Ms. Burton:

GLE Associates, Inc. (GLE) is pleased to submit this proposal to Nassau County, hereinafter referred to as the "Client", for performance of a Phase I Environmental Site Assessment (ESA) of the above-referenced property. This proposal outlines our understanding of the project and presents the proposed scope of services along with the costs to perform the work.

UNDERSTANDING/SCOPE OF WORK

Our understanding of this project is based on information provided by the Client and the Nassau County Property Appraiser's website. The subject Property located at 50 Bobby Moore Circle, in Yulee, Nassau County, Florida, and identified by the parcel ID number 44-2N-27-0000-0001-0110. The Property is comprised of approximately 14.72 acres and is developed with structures supporting the Nassau County Sheriff's Department.

GLE has been requested to submit a proposal to perform an updated Phase I ESA for the above-referenced Property. The Phase I ESA will be performed in accordance with Standard Practice for Environmental Site Assessments Phase I Environmental Site Assessment Process, ASTM Standard E 1527-13 and 1527-21.

GLE Associates, Inc.

8651 Baypine Road, Suite 115 | Jacksonville, Florida 32256 | 904-296-1880 | Fax: 904-296-1860
Tampa | Orlando | Ft. Lauderdale | Miami | Gainesville | Atlanta | Nashville
Architecture AR 0007729 • Engineer RY 5483 • Asbestos ZA 0000034 • Geology PG 1737

Ms. Evelyn J. Burton "EJ"
GLE Proposal No.: 22-75236P
October 19, 2022; Page 2

SCOPE OF SERVICES

Site Survey

A walk through reconnaissance will be performed at the subject site to identify and document any potentially hazardous environmental conditions. The Client will provide approval for GLE to access the site at or prior to the designated time of the site survey. Observations will be made of improvements on the site, utilities, surface impoundments, current use of the site and existing site conditions. An attempt will be made to locate above or underground storage tanks. Topographic, geologic and hydrologic conditions of the site will be noted. Evidence of any stained soil, stressed vegetation, sheens on surface water bodies, dumping, chemical spills or releases and any industrial or manufacturing activities will be noted. Photographs will be taken of the site improvements; any observed environmentally suspect conditions on-site, any observed evidence of environmentally suspect conditions on adjacent properties or run-off of potential contaminants from an off-site source on the subject property.

Interviews Regarding Subject Property

Attempts will be made to interview the user, or owners of the subject site and neighboring landowners to obtain additional information regarding past or present operations at the site. Interviews will be conducted with environmental regulatory agency personnel to obtain more detailed information on past or current operations, conditions or incidents at the site that may have adversely impacted the environment of the subject site. GLE will attempt to determine whether prior environmental assessments have been performed and if so, what was disclosed.

Vehicular Reconnaissance

A vehicular reconnaissance will be performed to identify land use within the vicinity of the subject site (refer to Environmental Records Review section). Business operations and land use at properties surrounding the subject site will be identified and documented. Indications of past or current manufacturing, generation, use, storage and/or disposal of hazardous substances or hazardous wastes at surrounding properties will be noted. Interviews will be conducted with environmental regulatory agency personnel to obtain more detailed information on past or current operations, conditions or incidents at surrounding properties that may have adversely impacted the environment of the subject site. Attempts will be made to interview appropriate individuals at surrounding properties (if necessary) to obtain additional information regarding past or present operations at these properties.

Ms. Evelyn J. Burton "EJ"
GLE Proposal No.: 22-75236P
October 19, 2022; Page 3

Environmental Records Review

Federal

Reasonably obtainable federal environmental records will be reviewed to assess the regulatory history of the subject site and surrounding properties and to identify any environmental violations, incidents or enforcement actions that may pose an environmental threat to the site, in accordance with ASTM E 1527-13. Names and addresses of facilities identified on-site and on surrounding properties will be looked up in the databases and files. Records that will be reviewed include, but are not limited to the following:

- National Priorities List (NPL)
- Comprehensive Environmental Response Compensation and Liability Information System (CERCLIS)
- Resource Conservation and Recovery Information System (RCRIS)
 - TS - Treatment, Storage, and Disposal Facilities
 - LG - Large Quantity Generators
 - SG - Small Quantity Generators
- Facility Index System (FINDS)
- Emergency Response Notification System (ERNS)
- Federal Reporting Data System (FRDS)

State

Reasonably obtainable state and local environmental records will be reviewed to assess the regulatory history of the subject site and surrounding properties and to identify any environmental violations, incidents or enforcement actions that may pose an environmental threat to the site. Records that will be reviewed include, but are not limited to, the following:

- Florida Sites List (HWS): State Hazardous Waste Sites List
- Florida Underground Tank Inventory Listing (UST)
- Florida Leaking Storage Tank Report (LUST)
- Florida Solid Waste Facilities Directory (SWF)

Inquiries will be made to the various local agencies to obtain specific information regarding the subject site.

Maps and Aerial Photographs

U.S.G.S. Topographic quadrangle maps, U.S.D.A. Soil Conservation Service soil survey maps and other pertinent documents (where available) will be obtained and reviewed to determine the topographic, geologic and hydrogeologic conditions at the subject site and surrounding properties. Recent and historic aerial photographs will be reviewed to determine the historical development of the site and properties in the vicinity of the site.

Ms. Evelyn J. Burton "EJ"
GLE Proposal No.: 22-75236P
October 19, 2022; Page 4

Title Search

A 50-year title search of the subject property is not included in the proposed fee to determine past and present ownership of the site. A title search can be performed for an additional fee, if requested. The search can be performed on the property identified by the legal description provided to GLE by the Client. The result of the title search is reported as a chronological list of historical property owners. The company utilized to perform the title search will look not just at the deeds, but also the leases and easements to the site for any environmental concerns such as oil and gas exploration leases, easements, etc.

Non-Scope Considerations

Please note, ASTM 1527-13 out of scope considerations, such as asbestos, lead, mold, wetlands, storm water, development permits, etc. are not included within the scope of services of the Phase I ESA.

User Responsibilities

In accordance with ASTM E 1527-13, the user of the Phase I ESA report is required to address the responsibilities of Section 6.0, including the review of title and judicial records for environmental liens or activity use limitations. If such documentation is made available to GLE by the Client during the production of the final report, GLE will review such documentation and incorporate our findings from the documentation review into the report. However, if the Client prefers, GLE can obtain such information at an additional cost and include the findings of the documentation review into our final report.

Final Report

At the completion of the project, GLE will prepare a final report summarizing the investigation. This report will include a site diagram, photographic documentation, maps, aerial photographs, copies of regulatory records and will discuss significant findings and include recommendations for any further investigations (if warranted). If GLE receives additional information after the submission of the final report to the Client which may impact our results or recommendations, GLE will provide an addendum letter to our report at no additional charge to the Client.

CLIENT RESPONSIBILITY

GLE requires that you provide the following:

1. Written authorization to provide the proposed services
2. Name and phone number of the responsible property contact person and/or applicable contact at the site

Ms. Evelyn J. Burton "EJ"
GLE Proposal No.: 22-75236P
October 19, 2022; Page 5

3. Legal description of the site
4. Site access during normal business hours. Any delays in obtaining site access may result in additional charges to Client.

SCHEDULE

GLE will provide a final report to the Client within **15 working days** from receipt of authorization to proceed.

COMPENSATION

As compensation for the Phase I ESA, GLE will receive a **lump sum fee of \$2,185.00**.

AUTHORIZATION

Should this proposal meet with your approval, please complete the attached Proposal Acceptance Sheet, which will serve as a contract between us.

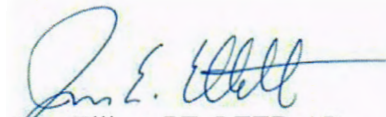
GLE appreciates the opportunity to submit this proposal. Should you have any questions concerning the proposal, please do not hesitate to contact our office.

Sincerely,
GLE Associates, Inc.



Adam Springer, PG
Senior Project Manager

AS/JEE/lr

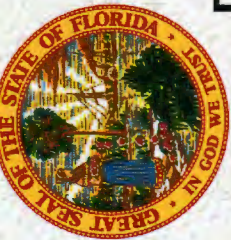


James Elliott, PE, LEED AP
VP, Director of North Florida Operations



Company ID Number: 267171

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	GLE Associates, Inc.
Company Facility Address	5405 Cypress Center Drive Suite 110 Tampa, FL 33609
Company Alternate Address	
County or Parish	HILLSBOROUGH
Employer Identification Number	592975164
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	3



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

BOARD OF PROFESSIONAL GEOLOGISTS

THE PROFESSIONAL GEOLOGIST HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 492, FLORIDA STATUTES



GREENE, ROBERT BLAIR

GLE ASSOCIATES, INC.

5405 CYPRESS CENTER DR

SUITE 110

TAMPA

FL 33609

LICENSE NUMBER: PG1737

EXPIRATION DATE: JULY 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

State of Florida

Department of State

I certify from the records of this office that GLE ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on September 12, 1989.

The document number of this corporation is L15949.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 17, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventeenth day of January,
2022*



Rainald R. ...
Secretary of State

Tracking Number: 8582813919CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Certificate Of Completion

Envelope Id: 524D90C075B0484F9B26C471A5D2B00E	Status: Completed
Subject: Please DocuSign: CM3302- GLE Associates - PH-1 Environmental Site Assessment - \$2185.00	
Source Envelope:	
Document Pages: 43	Signatures: 9
Certificate Pages: 6	Initials: 43
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Evelyn Burton
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	eburton@nassaucountyfl.com
	IP Address: 50.238.237.26

Record Tracking

Status: Original	Holder: Evelyn Burton	Location: DocuSign
1/24/2023 9:49:01 AM	eburton@nassaucountyfl.com	

Signer Events

Signature	Timestamp
Doug Podiak dpodiak@nassaucountyfl.com Facilities Director Nassau County BOCC Security Level: Email, Account Authentication (None)	Sent: 1/24/2023 10:07:43 AM Viewed: 1/24/2023 11:45:38 AM Signed: 1/24/2023 11:45:46 AM
Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Tracy Poore tpoore@nassaucountyfl.com OMB Admin Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 1/24/2023 11:45:51 AM Viewed: 1/24/2023 11:46:07 AM Signed: 1/24/2023 11:47:30 AM
Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26		

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)		Sent: 1/24/2023 11:47:36 AM Viewed: 1/24/2023 11:56:21 AM Signed: 1/24/2023 11:56:29 AM
Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26		

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 1/24/2023 11:56:36 AM Viewed: 1/24/2023 2:51:15 PM Signed: 1/24/2023 2:51:20 PM
Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26		

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Abigail Jorandby ajorandby@nassaucountyfl.com Assistant County Attorney Nassau BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>AJ</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 1/24/2023 2:51:26 PM Viewed: 1/25/2023 12:20:37 PM Signed: 1/25/2023 12:20:43 PM</p>
<p>James Elliott jelliott@gleassociates.com VP, Director of Operations Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 1/25/2023 1:42:56 PM ID: 0234f15c-46fa-41b1-bf33-10038a1176e5</p>	<p><i>James Elliott</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 24.129.106.130</p>	<p>Sent: 1/25/2023 12:20:49 PM Viewed: 1/25/2023 1:42:56 PM Signed: 1/26/2023 8:45:18 AM</p>
<p>Denise C. May dmay@nassaucountyfl.com Assistant County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Denise C. May</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 1/26/2023 8:45:27 AM Viewed: 1/26/2023 8:46:22 AM Signed: 1/26/2023 8:47:02 AM</p>
<p>Taco E. Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Taco E. Pope AICP</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26 Signed using mobile</p>	<p>Sent: 1/26/2023 8:47:10 AM Viewed: 1/26/2023 9:03:11 AM Signed: 1/26/2023 9:03:52 AM</p>
<p>Clerk Finance received boccap@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>SB</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 12.23.69.254</p>	<p>Sent: 1/26/2023 9:03:59 AM Viewed: 1/26/2023 10:02:35 AM Signed: 1/26/2023 10:02:56 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 2/4/2021 9:59:11 AM ID: 6238f06a-a4ad-4d45-a7f5-929d04629059</p>		
In Person Signer Events	Signature	Timestamp
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
Clerk Admin clerkservices@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 1/26/2023 10:03:03 AM
Procurement Staff BOCCProcurement@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 1/26/2023 10:03:03 AM
Jennifer Kirkland jkirkland@nassaucountyfl.com Nassau County BOCC Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 1/26/2023 10:03:07 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/24/2023 10:07:43 AM
Envelope Updated	Security Checked	1/25/2023 3:40:29 PM
Envelope Updated	Security Checked	1/25/2023 3:40:29 PM
Certified Delivered	Security Checked	1/26/2023 10:02:35 AM
Signing Complete	Security Checked	1/26/2023 10:02:56 AM
Completed	Security Checked	1/26/2023 10:03:07 AM

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

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

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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.

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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..

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- 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.