

CS-22-168

BOCC CONTRACT APPROVAL FORM

(Request for Contract Preparation)

CONTRACT TRACKING NO.
CM3369

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 Road, 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: Limited Phase II Environmental Site Assessment (ESA)

Description: Performance of a Limited Phase II ESA on property located at 50 Bobby Moore Cir., Yulee, FL 32097
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Total Amount of Contract: \$28,075.00

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: 60 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*Review/Complete before sending contract for final signature*

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. Doug Podiak 3/28/2023
Department Head/Contract Manager Date
2. Sanan Kelmou 3/28/2023
Procurement Date
3. Chris Lacambra 3/28/2023 *JP* 3/28/2023
Office of Mgmt & Budget Date
4. Denise C. May 3/31/2023 *DJ* 3/29/2023
County Attorney Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. Taco E. Popey AICP 3/31/2023
County Manager Date

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is entered into by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and **GLE Associates, Inc.**, located at 8651 Baypine Road, Suite 115, Jacksonville, FL 32256, hereinafter referred to as the “Consultant”.

WHEREAS, the County desires to obtain professional services for the performance of a Limited Phase II Environmental Site Assessment (ESA) on property located at 50 Bobby Moore Circle, Yulee, FL 32097. Said services are more fully described in the Consultant’s proposal, attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, the Consultant performed the initial Phase I Environmental Site Assessment (ESA) on said property and provided a report to the County based on the findings of the Phase I ESA conducted; and

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

WHEREAS, the County, in accordance with the requirements of law and County policy and based upon the Consultant’s assurance that it has the qualifications, experience, staff and resources, the County has determined that it would be in the best interest of Nassau County to award a contract to the 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:

SECTION 1. Recitals.

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1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

SECTION 2. Exhibits.

2.1 The Exhibits listed below are the exhibits incorporated into and made part of this Contract:

Exhibit A VENDOR’S SCOPE OF PROFESSIONAL SERVICES

Exhibit B INSURANCE DOCUMENTS

SECTION 3. Employment of the Consultant.

3.1 The County hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform the professional services set forth in Exhibit “A”.

SECTION 4. Scope of Services.

4.1 The Consultant shall provide professional services in accordance with Exhibit “A”.

4.2 Services requested by the County or the County’s representative that are not set forth in Exhibit “A” shall be considered additional services. Any request for additional services and additional fees shall be mutually agreed upon by the parties in writing.

SECTION 5. The County’s Responsibility.

5.1 The County shall provide the Consultant with all required data, information, and services regarding the requirements and objectives for the services under this Contract. The Consultant shall rely upon the accuracy and completeness of any information, reports, data supplied by the County or the County’s representative.

5.2 The County hereby designates the Director of Public Works, or designee, to act on the County’s behalf under this Contract. The Director of Public Works, or designee, under the

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supervision of the County Manager, shall have complete authority to transmit instructions, receive information, interpret and define the County’s policies and decisions with respect to materials, elements and systems pertinent to the provision of the Consultant’s services.

SECTION 6. Term of Contract and Option to Extend or Renew.

6.1 The term of this Contract shall begin upon the execution of this Contract by all parties and shall terminate within sixty (60) days thereafter. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 11 hereinbelow.

6.2. In the event that this Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a month-to-month basis 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.

SECTION 7. Compensation.

7.1 The Consultant shall be compensated in an amount not to exceed Twenty-Eight Thousand, Seventy-Five Dollars and 00/100 (\$28,075.00), in accordance with Exhibit “A”.

7.2 The Consultant shall prepare and submit to the Director of Public Works, 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 found at Section 218.70, Florida Statutes. 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. The County reserves the right to withhold payment to

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the Consultant for failure to perform the work in accordance with the provisions of this Contract, and the County shall promptly notify the Consultant in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. The Consultant shall have thirty (30) days to cure any failure upon written notice. Consultant shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

7.3 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.

7.4 Final Invoice: Consultant shall submit to County Consultant’s final/last billing to County clearly marked as “Final Invoice.” Submittal of the Final Invoice by Consultant to County shall indicate that all services have been performed by Consultant and that all charges and costs have been invoiced by the Consultant to County and that there is no further work to be performed and no further invoices to be submitted under this Contract.

SECTION 8. Standard of Care.

8.1 The 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. In the County’s sole discretion, upon request by the County, the Consultant shall, at no additional cost to the County, re-perform services which in the sole discretion of the County do not meet the foregoing standard of care.

SECTION 9. Equal Opportunity Employment.

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

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SECTION 10. Access to Premises.

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

SECTION 11. Funding.

11.1 The County’s performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

SECTION 12. Expenses.

12.1 The Consultant shall be responsible for all expenses incurred while performing the services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Consultant’s agents, if any, hired by the Consultant to complete the work under this Contract.

SECTION 13. Taxes, Liens, Licenses and Permits.

13.1 The Consultant recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. As such, the Consultant shall refrain from including taxes in any billing. The Consultant is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

13.2 The Consultant shall secure and maintain all licenses and permits required to perform the services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental

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authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

13.3 The Consultant acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Consultant shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

SECTION 14. Governing Law, Venue and Compliance with Laws.

14.1 This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

14.2 The Consultant shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

SECTION 15. Modifications.

15.1 The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

SECTION 16. Assignment and Subcontracting.

16.1 The Consultant shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the County.

16.2 In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Consultant shall ensure and provide assurances to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities

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to perform in accordance with the terms and conditions of this Contract. The Consultant shall 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 sole discretion, are insufficient. The Consultant shall be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements shall 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, shall defend the County against such claims.

16.3 The Consultant shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Consultant and subcontractors. The Consultant's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Consultant and paid to the subcontractors 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.

SECTION 17. Severability.

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

SECTION 18. Termination for Default.

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18.1 If the Consultant fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Consultant, then the County may, without prejudice to any right or remedy the County may have, terminate this Contract.

18.2 Upon termination of this Contract, the Consultant shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 19. Termination for Convenience.

19.1 The County reserves the right to terminate this Contract in whole or part by giving the Consultant written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Consultant shall only provide those services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Consultant for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Consultant. The Consultant shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 20. Nondisclosure of Proprietary Information.

20.1 The Consultant shall consider all information provided by the County and all reports, studies, calculations, and other documentation resulting from the Consultant's

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performance of the services to be proprietary unless such information is available from public sources. The Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the County or in response to legal process.

SECTION 21. Contingent Fees.

21.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this 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 the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

SECTION 22. Ownership of Documents.

22.1 The Consultant shall be required to work in harmony with other County 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 the County.

SECTION 23. Force Majeure.

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

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23.2 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 section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay that the Consultant believes is excusable under this section, the Consultant shall notify the 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 created or will create the delay first arose, if the Consultant could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Consultant first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE CONSULTANT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Consultant of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Consultant shall not be entitled to an increase in the Contract price or payment of any kind from the 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 whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Consultant shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the

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Consultant, provided that the Consultant grants preferential treatment to the County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the 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.

SECTION 24. Access And Audits of Records.

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

SECTION 25. Independent Consultant Status.

25.1 The Consultant shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Consultant or any of its agents or employees to be an agent, employee or representative of the County.

25.2 The Consultant and the County agree that during the term of this Contract: (a) the Consultant has the right to perform services for others; (b) the Consultant has the right to perform the services required by this Contract; and (c) the Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

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SECTION 26. Indemnification.

26.1 The Consultant shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney's fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant or any persons employed or utilized by the Consultant, in the performance of this Contract. The Consultant shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Consultant's performance under this Contract.

SECTION 27. Insurance.

27.1 The Consultant shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "B". The policy limits required are to be considered minimum amounts.

27.2 The Consultant shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

SECTION 28. Dispute Resolution Process.Initials JEInitials TP

28.1 In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

28.2 In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Consultant pursuant to Section 35 hereinbelow. The written notification shall set forth the County’s interpretation of the terms of this Contract.

28.3 The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Consultant. The Consultant may submit a written response to the County’s written communication no less than five (5) days prior to the meeting with the County Manager or designee.

28.4 If no satisfactory resolution as to the interpretation of the Contract terms reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Consultant. The Consultant shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

SECTION 29. E-Verify.

29.1 The Consultant shall comply with Section 448.095, Florida Statutes, 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 the Consultant during the term of this Contract to work in Florida. Additionally, if the Consultant uses subcontractors to perform any portion of

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the work (under this Contract), the Consultant shall 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.

29.2 The Consultant shall 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 the County or other authorized entity consistent with the terms of the Consultant’s enrollment in the program. This includes maintaining a copy of proof of the Consultant’s and subcontractors’ enrollment in the E-Verify program. If the Consultant enters into a contract with a subcontractor, the subcontractor shall provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the Contract.

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

SECTION 30. Public Records.

30.1 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF**

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CHAPTER 119, FLORIDA STATUTES, TO THE 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 the Consultant is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Consultant shall:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Consultant does not transfer the records to the County.
- d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of

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the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County’s custodian of public records, in a format that is compatible with the information technology systems of the County.

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

30.3 If the Consultant does not comply with the County’s request for records, the County shall enforce the Contract provisions in accordance with the Contract.

30.4 If the Consultant fails to provide the public records to the County within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes.

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

- a. The Court determines that the Consultant unlawfully refused to comply with the public records request within a reasonable time; and
- b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Consultant has not complied with the request, to the County and to the Consultant.

30.6 A notice complies with Section 30.5 b. hereinabove, if it is sent to the County’s

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custodian of public records and to the Consultant at the Consultant's address listed on its Contract with the County or to the Consultant's registered agent. Such notices shall be sent pursuant to Section 35 hereinbelow.

30.7 If the Consultant complies with a public records request within eight (8) business days after the notice is sent, the Consultant is not liable for the reasonable costs of enforcement.

SECTION 31. Disclosure Of Litigation, Investigations, Arbitration or Administrative Decisions.

31.1 During the term of this Contract, or any extension thereto, the Consultant shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Consultant. If the existence of the proceeding causes the County concerns that the Consultant's ability or willingness to perform this contract is jeopardized, the Consultant may be required to provide the County with reasonable written assurance to demonstrate the Consultant can perform the terms and conditions of the Contract.

SECTION 32. Public Entity Crimes.

32.1 In accordance with Section 287.133, Florida Statutes, the Consultant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Contract.

SECTION 33. Anti-Discrimination.

33.1 The Consultant agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations,

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race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

SECTION 34. Advertising.

34.1 The Consultant shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Consultant’s name and either description of this Contract or the name of the County in any material published, either in print or electronically, to any entity that is not a party this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

SECTION 35. Notices.

35.1 All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County
Attn: Doug Podiak, Director of Public Works
96135 Nassau Place
Yulee, Florida 32097

Consultant: GLE Associates, Inc.
8651 Baypine Road, Suite 115
Jacksonville, FL 32256
Attn: James Elliott

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SECTION 36. Attorney's Fees.

36.1 Notwithstanding the provisions of Section 30 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

SECTION 37. Authority to Bind.

37.1 The Consultant represents and warrants that the Consultant's undersigned representative if executing this Contract of behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

SECTION 38. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.

38.1 In the event of any conflict between the terms of this Contract and the terms of any exhibits, the terms of this Contract shall prevail.

38.2 All representations, indemnifications, warranties and guaranties made by the Consultant in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

38.3 The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

38.4 The Consultant warrants that any goods provided by the Consultant under this Contract shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of facts made by the Consultant or on the container or label.

Initials JE

Initials TP

SECTION 39. Construction of Contract.

39.1 The parties hereby acknowledge that they have fully reviewed this Contract and any exhibits and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

SECTION 40. Headings.

40.1 The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

SECTION 41. Entire Agreement and Execution.

41.1 This Contract, together with any exhibits, constitutes the entire Contract between the County and the Consultant and supersedes all prior written or oral understandings.

41.2 This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

SECTION 42. Change of Laws.

42.1 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either

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party may terminate this Contract by written notice to the other party. In such event, Consultant shall be paid its compensation for services performed prior to the termination date.

[The remainder of this page left intentionally blank.]

Initials JE

Initials TP

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

NASSAU COUNTY, FLORIDA

Taco E. Pope, AICP

By: Taco E. Pope, AICP

Its: Designee

Date: 3/31/2023

Approved as to form and legality by the Nassau County Attorney

Denise C. May

DENISE C. MAY

GLE ASSOCIATES, INC.

James Elliott

By: James Elliott

Its: VP, Director of Operations

Date: 3/31/2023

Initials JE

Initials TP



EXHIBIT "A"

March 1, 2023

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

Sent via e-mail: eburton@nassaucountyfl.com

**RE: Proposal for Limited Phase II Environmental Site Assessment (ESA), Pre-Demolition Asbestos-Containing Material (ACM) Survey & TCLP Lead Sampling
Former Nassau County Sheriff's Department Facility
50 Bobby Moore Circle ("Property")
Yulee, Nassau County, Florida 32097
Nassau County Property Appraiser Parcel ID No. 44-2N-27-0000-0001-0110**

GLE Proposal No.: 23-76514P

Dear Ms. Burton:

GLE Associates, Inc. (GLE) is pleased to submit this proposal to Nassau County, hereinafter referred to as the "Client", for the performance of a Limited Phase II ESA, including soil and groundwater investigation, and a Pre-Demolition ACM Survey, including TCLP Sampling for Lead for Pre-1978 structures, at the above-referenced site, the "Property". This proposal outlines our understanding of the project, the proposed scope of services, and costs to perform the proposed scope.

UNDERSTANDING

Limited Phase II ESA

GLE has been requested to propose a Limited Phase II ESA based on the findings reported in the Phase I ESA conducted for the Property, dated February 16, 2023 and prepared by GLE. The Phase I ESA identified three (3) onsite recognized environmental concerns (RECs) including; (1) former fuel storage operations, (2) former auto service operations with used oil tank, (3) former firing range. The onsite RECs identified were in relation to historical use of the Property, from approximately 1978 to 2005, as a county jail and detention center with sheriff's department offices and facilities. During operation, the site featured fuel dispensation activities, onsite wastewater treatment system with effluent ponds, onsite wells used for washing vehicles/boats, a firing range, a service shop for department and personal owned-vehicles, automobile impound area, as well as the county jail main building and satellite buildings. Previously, the site contained two underground storage tanks (USTs) containing 4,000-gallons of gasoline and 10,000-gallons of diesel fuel. Additionally, one aboveground storage tank (AST) containing 4,000-gallons of unleaded gasoline was formerly in use onsite.

Nassau County Public Works
GLE Proposal No.: 23-76514P
February 22, 2023; Page 2

On February 7, 1992, GWL/EMCON Southeast, Inc. oversaw removal of the 4,000-gallon UST system and is summarized in the July 1992 Tank Closure Assessment Report (TCAR). Based on the information in the July 1992 TCAR, soil assessment activities indicated that no excessively contaminated soils were encountered during tank removal activities; however, groundwater analysis of the piezometer sampled onsite, north of the fuel island, reported benzene and total VOAs exceeding their respective Groundwater Cleanup Target Levels (GCTLs) as outlined in Table 1, Chapter 62-777, Florida Administrative Code (FAC).

Following identification of groundwater contamination from the 1992 tank removal, additional assessment activities were performed in 1993, by Law Engineering, Inc. According to the 1993 Contamination Assessment Report (CAR) submitted for the 4,000-gallon UST, groundwater results indicated constituents of concern to be below their respective GCTLs, however, multiple organic vapor analysis (OVA) soil screening results were recorded greater than 1,000 parts per million (ppm). A No Further Action (NFA) status was requested for this discharge but was not achieved. No additional assessment or remediation of the former 4,000-gallon UST area was reported.

On May 12, 1994, Law Engineering oversaw tank removal activities for the 10,000-gallon diesel fuel UST onsite. According to the July 1994 TCAR, soil assessment activities indicated that no excessively contaminated soils were encountered during tank removal activities; however, groundwater sample analysis reported select constituents above their respective GCTLs. Following additional assessment, reported in the April 1995 LCAR, an NFA status was requested for this discharge as no groundwater contaminants were detected above their respective GCTLs. In an approval letter dated September 19, 1995, the NFA proposal was accepted by the Florida Department of Environmental Protection (FDEP) for the former 10,000-gallon diesel UST area. A Site Rehabilitation Completion Order (SRCO) has not yet been recorded for the Property.

In addition to fueling dispensation onsite, automobile service and repairs were performed in the shop located near the east Property boundary and housed a waste oil AST at the exterior. At the time of the February 2023 Phase I reconnaissance, the waste oil AST was in a highly corroded-state and sheen was observed on the ground adjacent to the AST. Several unmarked drums were also observed in the vicinity of the AST. Also along the eastern Property boundary, an outdoor firing range was apparent with a canopy, apron, and berm. A report from E.N. Range, Inc. of Miami, Florida was provided by Nassau County to GLE, documenting lead removal activities performed for the outdoor firing range located on the Property. According to the September 26, 2022 report, a minimum of 95% of all particulate lead was removed from the firing range berm, the apron, and a standing pile of soil. All recovered inorganic lead was stored in appropriate containers and transported off-site for recycling. A total of 9,849 pounds (lbs) of inorganic lead was recovered during removal activities. No information pertaining to additional soil or groundwater assessment in regards to the waste oil AST and firing range areas were documented or provided.

As no additional assessment or closure status has been achieved for the former 4,000-gallon gasoline UST area, in addition to no assessment to date of the former service shop and firing range areas, GLE recommends additional soil and groundwater assessment on the Property.

Nassau County Public Works
GLE Proposal No.: 23-76514P
February 22, 2023; Page 3

Please note it is our understanding that the proposed Limited Phase II ESA is being performed in an effort to assist the Client with evaluating potential environmental risks associated with the Property and is not intended for regulatory compliance purposes. As such, pursuant to your request, GLE proposes the following services and associated estimates of costs.

Pre-Demolition ACM Survey

It is our understanding that the Client requires the services of a licensed, qualified consulting firm to perform a pre-demolition asbestos survey for the site structures.. A site layout depicting the structures on the Property is provided as **Figure A-1**.

Bldg. #	Year Built	Square Footage	Description
1	1978	12,195	Main Detention Center
2	1990	920	Automobile Self-Service
3	1970	756	Office
4	1994	840	Office
5	1999	1,620	Office
6	1970	504	Office
7	1999	2,160	Detention
8	1998	5,700	Office
9	2002	1,432	Office

Additionally, due to the presence of three structures constructed pre-1978, the potential exists for lead-containing paints to had been used at the Property. As all structures are planned for demolition, the scope of services shall include the collection of one representative sample of the anticipated debris waste stream from each of the three pre-1978 structures. The representative bulk samples will be submitted for laboratory analysis of lead via Toxicity Characteristic Leachate Procedure (TCLP).

SCOPE OF SERVICES

Task 1 – Limited Phase II ESA

GLE proposes the following scope of work to perform subsurface investigation of the soil and groundwater conditions on the Property in regard to the former RECs identified for the Property in the February 16, 2023 Phase I ESA Report.

Site Specific Health and Safety Plan

Prior to initiation of the field activities, GLE will prepare a site-specific health and safety plan for the project. GLE will also make a reasonable effort to identify buried utilities by contacting the Sunshine 811 Utility Locating Service (811). However, historical utilities or USTs that may exist on the Property may not be readily identified by the standard 811 identification process. GLE cannot be held responsible for damage to any utilities not identified and/or marked by 811 or the Property owner.

Nassau County Public Works
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Site Assessment

GLE proposes to perform one full day of soil and groundwater assessment on the Property utilizing Direct Push Technology (DPT). The areas of concern on the Property, in GLE's opinion, include: the eastern portion of the Property where former self-service garage and outdoor firing range, surrounding area of the former 4,000-gallon UST, and grassed areas where former impound vehicle staging area, pile of old rail ties, and onsite wastewater treatment settling ponds were located.

Outdoor Firing Range

The outdoor firing range is located along the eastern Property boundary with shooting activities oriented towards the south end of the Property. The firing range included a dirt-impact berm (approximately 5,400 cubic feet) with multiple concrete firing lines for designated range shooting. GLE proposes assessing the impact berm and the firing floor, where spent ammunition and ricochet would appear. For range assessment, GLE proposes installing four discrete soil borings; three borings from the mid-section of the impact berm and one boring from the center of the firing floor. Soil samples from the firing range will be collected at the surface and one-foot (ft) below land surface (bls) at each sample point. Soil samples collected from each soil boring location will be analyzed for Target Analyte List (TAL) metals via EPA Methods 6010/6020.

Self-Service Garage

Former automobile self-service activities were performed on the Property in a garage/shop located near the eastern Property boundary. The shop contains a funnel and hose that leads to a waste oil AST at the southern exterior in a concrete secondary containment. In addition, two 55-gallon drums of presumed waste fuel/oil were also observed. For service-shop assessment, GLE proposes installing three (3) soil borings; one boring located on either side of the AST containment, and one soil boring east of the service-shop canopy. Up to three (3) soil samples will be collected for analysis, however, if no OVA responses are observed GLE will collect (1) soil sample from vadose in an area likely affected, near the AST. Additionally, one (1) groundwater grab sample will be collected from the selected soil boring location for laboratory analysis. The soil and groundwater samples will be analyzed for the Used Oil Product Group including volatile organics, priority and non-priority pollutants, total recoverable petroleum hydrocarbons (TRPHs), arsenic, cadmium, chromium, and lead.

Former 4,000-gallon Gasoline UST

Former fuel dispensation activities were performed on the Property for department owned vehicles on the eastern portion Property boundary, west of the service garage. Previous investigations indicated benzene and lead exceeded their applicable GCTLs in the vicinity of the former UST. For the former UST location assessment, GLE proposes installing two (2) soil borings; one boring south of the former UST and one soil boring north of the former UST. Up to two (2) soil samples will be collected for analysis, however, if no OVA responses are observed GLE will collect (1) soil sample from vadose in an area near the former AST and fill port. Additionally, GLE will attempt to sample the observed monitor well onsite in the vicinity of the former fueling area. However if the constructed monitor

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well currently onsite does not yield a viable groundwater sample, GLE will collect one (1) groundwater grab sample from the selected soil boring location to be analyzed. The soil and groundwater samples collected will be submitted to be analyzed for benzene, toluene, ethylbenzene, total xylenes, methyl tertiary-butyl ether (BTEX/MTBE), polycyclic aromatic hydrocarbons (PAHs), TRPHs, and Dissolved Lead via EPA Methods 8260, 8270, FL-PRO, and 6010 respectively.

Former Vehicle Impound and 10,000-gallon Diesel UST

A grassed area south of the main building onsite was previously utilized as a staging area for impounded vehicles. For this location assessment, GLE proposes installing two soil borings; one boring along the north fence line of the impound area and one boring along the west fence line where the former diesel UST was located. Up to two (2) soil samples will be collected for analysis, however, if no OVA responses are observed GLE will collect (1) soil sample from vadose in an area likely affected, near the former UST. The soil samples collected will be submitted to be analyzed for BTEX/MTBE, PAHs, and TRPHs via EPA Methods 8260, 8270, and FL-PRO, respectively.

Old Rail Road Ties

A pile of old rail road ties was observed atop bare soil in the northeast corner of the Property, behind two sheds. For this location assessment, GLE proposes installing two soil borings on either side of the pile, where accessible. Up to two (2) soil samples will be collected for analysis, however, if no OVA responses are observed GLE will collect (1) soil sample from vadose in an area likely affected. The soil samples will be submitted for laboratory analysis of PAHs via EPA Method 8270.

Former Wastewater Treatment Settling Ponds

A grassed area located in the southeast portion of the Property was previously utilized as settling ponds for onsite wastewater treatment activities. For this location assessment, GLE proposes installing three soil borings located approximately in the center of the former settling ponds. The soil samples collected from the former settling pond areas will be submitted for laboratory analysis of PAHs, TRPHs, and RCRA-8 Metals, including arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver.

Prior to collecting soil sample for laboratory analysis, soils from each boring location will be field screened as needed for volatile organic aromatics, utilizing an OVA equipped with a photoionization detector (PID). Soil screening will be performed at one-foot intervals from ground surface to five feet bls, and at two-foot intervals from five feet bls to the borings terminal depth. Soil boring locations displaying the highest OVA responses (in vadose) during field screening will be packaged in laboratory provided containers and submitted for analysis. If no OVA responses are observed during field screening, GLE will collect a sample from within the lower four feet of the vadose zone. Up to twenty (20) soil samples may be submitted for laboratory analysis of constituents of concern for this Phase II ESA.

Groundwater assessment onsite will include two (2) groundwater samples collected via DPT, equipped with a Screen Point 15 Groundwater Sampler, and one (1) groundwater sample collected from an existing monitor well onsite. During the groundwater point sampling, a sealed stainless

Nassau County Public Works
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steel or PVC screen is driven to depth, a temporary well screen deployed, and a representative (grab) water sample is collected from the screen interval. The groundwater samples will be collected via peristaltic pump equipped with virgin pump head and in accordance with DEP SOP-001/01 FS 2200 and industry standards where applicable, with the exception of the collection of field stabilization parameters; pH, temperature, dissolved oxygen, specific conductance and turbidity.

Following groundwater sample collection, the samples will be placed on wet ice and relinquished under chain-of-custody record to a State-certified laboratory for analysis. A site plan depicting the proposed soil boring and groundwater sampling locations are depicted in **Figure A-2**. Upon completion of the assessment activities, each location will be backfilled with the drill cuttings removed during the field screening activities.

Task 2 – Pre-Demolition ACM Survey(s)

GLE will perform pre-demolition ACM surveys for the buildings on the Property that will generally consist of the following:

1. Identification of suspect ACM (friable/non-friable)
2. Visual assessment of suspected friable materials
3. Bulk sample collection
4. Laboratory analysis
5. Written report documenting findings, conclusions, and recommendations

The survey will consist of a walk-through of all accessible spaces on the Property. Accessible areas within the structures will be observed for the presence of suspect ACM. Following completion of walk-throughs, any suspect ACM identified within the structures will be sampled and submitted to be analyzed for asbestos content. The sampling protocol(s) will be determined in the field general accordance with all applicable AHERA, NESHAP, and OSHA regulations and industry standards.

Unless otherwise directed by the Client, destructive sampling techniques will be employed to gain access to building materials and GLE will not be responsible for any damages incurred. It should be noted that this proposal does not include fees for additional site visits, so should the Client decide that it is not viable to employ destructive sampling techniques at this time, GLE will not be responsible under this proposal to return to survey/sample additional building materials. This survey does not include access into confined space areas.

Roofing samples will be collected as part of this project provided that the roofing systems can be safely accessed utilizing a 24-foot ladder or an existing roof access hatch. In the event that the subject roof system cannot be safely accessed, the Client should arrange alternative means for GLE to gain access to the subject roof systems. Per current environmental standards, should the roofing system not be sampled, it will be reported as presumed asbestos-containing materials (PACM) until analytical testing determines otherwise. GLE will provide temporary patching at the sample locations, but will assume no responsibility for failure of the patching provided. We recommend that a properly qualified roofing contractor be employed by the Client to provide permanent

Nassau County Public Works
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patching at our sample locations. Additionally, please be advised that sampling of the existing roofing systems may void any existing warranties.

The pre-demolition ACM survey will include up to 400 bulk asbestos samples. All bulk samples collected will be submitted to an NVLAP accredited laboratory to be analyzed for asbestos content using polarized light microscopy (PLM). This is the method of analysis that is recommended by the Environmental Protection Agency (EPA).

If additional asbestos bulk samples are required, they will be collected and analyzed for either \$15/sample and the cost will be added to the above fee. In the event that laboratory sample data indicate results between trace (<1%) and 10% asbestos content for Regulated Asbestos Containing Materials (RACM), further analysis of these materials by Point Count analysis may be deemed beneficial by the Client. GLE will discuss these options with the Client prior to performing further sample analysis. GLE will not exceed the fee as provided above without prior authorization from the Client.

Upon completion of the above-referenced survey, GLE will issue a single final report for the subject structures summarizing the results of the survey, and will identify the location, quantity and accessibility of the materials sampled and determined to contain asbestos. Our report will include recommendations and conclusions for dealing with any asbestos determined to be present.

Representative Toxicity Characteristic Leachate Procedure (TCLP) for Pre-1978 Structures

GLE will collect one (1), representative sample from each of the three structures constructed prior to 1978 for TCLP analysis for lead for demolition waste stream classification purposes. A letter report summarizing the results of the analysis and our recommendations will be provided.

CLIENT RESPONSIBILITY

GLE requires that you provide the following:

- Written authorization to provide the proposed services.
- Name and phone number of the responsible property contact person and/or applicable contact at the site.
- Site access during normal business hours. Any delays in obtaining site access may result in additional charges to Client.

SCHEDULE

Limited Phase II ESA

Upon receipt of signed Proposal Acceptance Sheet (PAS) GLE will begin scheduling the work discussed above. The soil and groundwater samples collected during the assessment will be submitted for laboratory analysis with a Standard Turn Around Time (TAT). Once the laboratory analytical results are received by GLE, verbal results of the assessment will be provided once we have determined whether any additional investigation is warranted. GLE will provide a final report to the Client within five working days from receipt of all laboratory analytical reports. GLE

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anticipates approximately four weeks to complete the activities referenced above, pending subcontractor availability or additional discoveries during subsurface investigations. GLE will provide notification to the Client should any delays in work be anticipated.

Pre-Demolition ACM Survey

Upon receipt of signed PAS, GLE will begin scheduling the work discussed above. The bulk samples collected during the surveys will be submitted for laboratory analysis with a Standard Turn Around Time (TAT) of five business days. Once the laboratory analytical results are received by GLE, verbal results of the assessment will be provided once we have determined whether any further analysis or sampling is warranted. GLE anticipates completing the ACM survey and reporting activities referenced above within 30 calendar days of receiving authorization to proceed. GLE will provide notification to the Client should any delays in work be anticipated

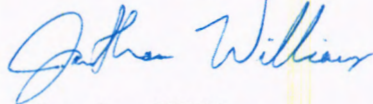
COMPENSATION

As compensation for the Limited Phase II ESA and Pre-Demolition ACM Survey, GLE will receive a **lump sum fee of \$28,075.00**. A breakdown of the proposed fee is provided on the attachments.

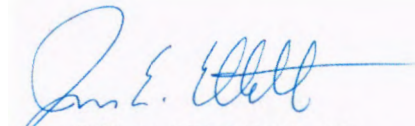
AUTHORIZATION

Should this proposal meet with your approval, please forward an appropriate Contract for Professional Services. 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.



Jonathan Williams
Project Manager



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

JKW/JEE

Nassau County Public Works
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TASK 1: LIMITED PHASE II ESA

Office Activities/HASP Preparation

▪ Office Labor	Lump Sum	\$ 600.00
	Office Activities Total:	\$ 600.00

Drilling/Groundwater Sampling/Soil Sampling Field Activities (1 Day)

▪ Field Labor	Lump Sum	\$ 2,200.00
▪ GLE Supplies	1 day @ \$250/day	\$ 250.00
▪ Vehicle Expense	1 day @ \$200/day	\$ 200.00
▪ Drilling Subcontractor	1 day @ \$2,300/day	\$ 2,300.00
	Field Activities Total:	\$ 4,950.00

Laboratory/Analytical Samples

Groundwater Analytical

▪ Petroleum Analytical Group	4 Samples @ \$200/sample	\$ 800.00
	<i>*includes BTEX/MTBE, PAHs, TRPHs, and Dissolved Lead</i>	
▪ Used Oil Analytical Group	1 Sample @ \$665/sample	\$ 665.00
	<i>*includes VOCs, PAHs, TRPHs, Dissolved Lead, Arsenic, Cadmium, & Chromium</i>	

Soil Analytical

▪ Used Oil Analytical Group	3 Samples @ \$665/sample	\$ 1,995.00
	<i>*includes VOCs, PAHs, TRPHs, Dissolved Lead, Arsenic, Cadmium, & Chromium</i>	
▪ Petroleum Analytical Group	9 Samples @ \$240/sample	\$ 2,160.00
	<i>*includes BTEX/MTBE, PAHs, and TRPHs (with SPLP)</i>	
▪ TAL Metals Analytical Group	9 Samples @ \$120/sample	\$ 1,080.00
	<i>*includes Ag, Al, As, Ba, Be, Ca, Cd, Co, Cr, Cu, Fe, Hg, K, Mg, Mn, Na, Ni, Pb, Sb, Se, Tl, V, and Zn</i>	
▪ RCRA-8 Metals Analytical Group	3 Samples @ \$75/sample	\$ 225.00
	<i>*includes Arsenic, Barium, Cadmium, Chromium, Lead, Mercury, Selenium, and Silver</i>	

Total Estimated Laboratory Cost: \$ 6,925.00

Limited Phase II ESA Report

▪ Office Labor	Lump Sum	\$ 1,625.00
	Report Preparation Total:	\$ 1,625.00

Total Cost Estimate for Task 1 - Limited Phase II ESA: \$14,100.00

In the event that there is a delay in site access, additional fees will apply. The Client will be notified of any changes in the scope of services at that time. This fee does not include the removal of any USTs if identified onsite.

Nassau County Public Works
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TASK 2: PRE-DEMOLITION ACM SURVEY & TCLP SAMPLING

Office Activities/HASP Preparation

▪	Office Labor	Lump Sum	\$ 475.00
		Office Activities Total:	\$ 475.00

Survey Field Activities (4 Days, 2-Person Team)

▪	Field Labor	Lump Sum	\$ 6,850.00
▪	Miscellaneous Expenses	Lump Sum	\$ 450.00
		Field Activities Total:	\$ 7,300.00

Laboratory/Analytical Samples

▪	Bulk Asbestos Samples	400 Samples @ \$10/sample	\$ 4,000.00
▪	TCLP Lead Samples	3 Samples \$150/Sample	\$ 450.00

Pre-DEMOLITION Asbestos Report & TCLP Letter

▪	Office Labor	Lump Sum	\$ 1,750.00
		Report Preparation Total:	\$ 1,750.00

Total Cost Estimate for Task 2 Pre-Demo ACM Survey & TCLP Sampling: \$13,975.00

Note:
Original scale may not be valid at this extent
Structures not outlined were not observed during site recon



Legend

- Main Building (102)
- Carport / Awning
- Portable / Modular structure
- Backup generator
- Evidence of former utilities/generator
- Firing range
- Former settling pond area
- Vehicle impound staging
- JEA Lift Station (N354)
- Approximate location of former USTs/AST
- Approximate former fill-port location
- Used oil AST (~200 gallon)
- Monitoring well
- Former shallow well
- Former potable well



Figure A-1

Site and Area Layout
Source: GoogleEarth

Scale: As Shown

Prepared By:
GLE Associates, Inc.



Site Name
50 Bobby Moore Circle, Yulee

Job No.
23-76514P

Figure No.
A-1



Former shooting range



Location of waste oil AST



Former 4,000-gallon UST



Soil/GW Sample



GW Sample



Soil Sample



Existing Monitor Well



Figure A-2

Proposed Boring Location Map
Source: GoogleEarth

Scale: As Shown

Prepared By:
GLE Associates, Inc.



GLE

Site Name
50 Bobby Moore Circle, Yulee

Job No.
23-76514P

Figure No.
A-2

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)

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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.

58583 (1-15)

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Page 1 of 1

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)



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

Non-Competitive Justification Form (Exemptions / Sole Source / Single Source)

Date:	<u>March 20, 2023</u>	Project:	<u>Limited PH II ESA</u>
Vendor Name:	<u>GLE Associates, Inc.</u>	FY Cost:	<u>\$28,075.00</u>
Address:	<u>8651 Baypine Rd., Ste 115 Jacksonville, FL 32256</u>	Total Cost:	<u>\$28,075.00</u>
Phone:	<u>904-296-1880</u>	Account:	<u>04073519-546002 NCPP2</u>
Contact Name:	<u>James Elliott</u>		

Description of Goods and/or Services:

Performance of a Limited Phase II Environmental Site Assessment on property located at 50 Bobby Moore Circle, Yulee, FL 32097

Source of Funds: County State Federal Other _____

Check one (1) of the following choices:

- Exempt purchase:
 - Artistic Services FS 287.057 (3)(e)1. as defined under FS 287.012
 - Communications including Internet Service and Newspaper Ads (5.2 – Nassau County Purchasing Policy)
 - Publications (5.3 – Nassau County Purchasing Policy Exemption)
 - Real Property- purchase, lease, or rental (5.4 – Nassau County Purchasing Policy)
 - Lodging and Transportation (5.5 – Nassau County Purchasing Policy)
 - Other Professional Services not defined by F.S. 287.055 (5.8 – Nassau County Purchasing Policy)
- Single Source: The goods or services can be purchased from multiple sources, but in order to meet certain functional or performance requirements, there is only one economically feasible source for this purchase. (Attach letter from the vendor)
- Sole Source: The goods or services can be legally purchased from only one source. (Attach letter from the manufacturer of product). Were alternatives evaluated? **Yes** (If yes, explain why alternatives are unacceptable) **No** (If no, explain why alternatives were evaluated)

If Sole or Single Source: Why are the requested goods or services the only goods or services that can satisfy your requirements? Indicate the unique features of the product or qualifications that are not available in any other product or service. Provide what steps have been undertaken to make this determination.

Continuity of services provided - GLE Associates performed the initial Phase I Environmental Site Assessment at the same property location.

Department Head/Managing Agent -I certify that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for, and follows the Nassau County Purchasing Policy.

Doug Podiak

Procurement Director -I certify that I have reviewed this request and concur that it is an Exempt, Sole or Single Source and is consistent with the Nassau County Purchasing Policy.

Janice Holmes

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

Chris Lacambra

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

Taco E. Popey AICP



March 27, 2023

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

Sent via e-mail: eburton@nassaucountyfl.com

**RE: Purpose for Limited Phase II Environmental Site Assessment (ESA), Pre-Demolition Asbestos-Containing Material (ACM) Survey & TCLP Lead Sampling
Former Nassau County Sheriff's Department Facility
50 Bobby Moore Circle ("Property")
Yulee, Nassau County, Florida 32097
Nassau County Property Appraiser Parcel ID No. 44-2N-27-0000-0001-0110**

Regarding GLE Proposal No.: 23-76514P

Dear Ms. Burton:

GLE Associates, Inc. (GLE) has previously submitted a proposal to Nassau County for the performance of a Limited Phase II ESA, including soil and groundwater investigation, and a Pre-Demolition ACM Survey, including TCLP Sampling for Lead for Pre-1978 structures, at the above-referenced site, the "Property".

This letter outlines the purpose of the proposed scope of services as per your request.

UNDERSTANDING

Limited Phase II ESA

GLE previously submitted a proposal for the performance of a Limited Phase II ESA based on the findings reported in the Phase I ESA conducted for the Property, dated February 16, 2023 and prepared by GLE. The Phase I ESA identified three onsite recognized environmental concerns (RECs) including; (1) former fuel storage operations, (2) former auto service operations with used oil tank, (3) former firing range. The onsite RECs identified were in relation to historical use of the Property, from approximately 1978 to 2005, as a county jail and detention center with sheriff's department offices and facilities. During operation, the site featured fuel dispensation activities, onsite wastewater treatment system with effluent ponds, onsite wells used for washing vehicles/boats, a firing range, a service shop for department and personal owned-vehicles, automobile impound area, as well as the county jail main building and satellite buildings. Previously, the site contained two underground storage tanks (USTs) containing 4,000-gallons of gasoline and 10,000-gallons of diesel fuel. Additionally, one aboveground storage tank (AST) containing 4,000-gallons of unleaded gasoline was formerly in use onsite.

GLE Associates, Inc.

Ms. Evelyn J. "EJ" Burton
GLE Proposal No.: 23-76514P
March 27, 2023; Page 2

On February 7, 1992, GWL/EMCON Southeast, Inc. oversaw removal of the 4,000-gallon UST system and is summarized in the July 1992 Tank Closure Assessment Report (TCAR). Based on the information in the July 1992 TCAR, soil assessment activities indicated that no excessively contaminated soils were encountered during tank removal activities; however, groundwater analysis of the piezometer sampled onsite, north of the fuel island, reported benzene and total VOAs exceeding their respective Groundwater Cleanup Target Levels (GCTLs) as outlined in Table 1, Chapter 62-777, Florida Administrative Code (FAC).

Following identification of groundwater contamination from the 1992 tank removal, additional assessment activities were performed in 1993, by Law Engineering, Inc. According to the 1993 Contamination Assessment Report (CAR) submitted for the 4,000-gallon UST, groundwater results indicated constituents of concern to be below their respective GCTLs, however, multiple organic vapor analysis (OVA) soil screening results were recorded greater than 1,000 parts per million (ppm). A No Further Action (NFA) status was requested for this discharge but was not achieved. No additional assessment or remediation of the former 4,000-gallon UST area was reported.

On May 12, 1994, Law Engineering oversaw tank removal activities for the 10,000-gallon diesel fuel UST onsite. According to the July 1994 TCAR, soil assessment activities indicated that no excessively contaminated soils were encountered during tank removal activities; however, groundwater sample analysis reported select constituents above their respective GCTLs. Following additional assessment, reported in the April 1995 LCAR, an NFA status was requested for this discharge as no groundwater contaminants were detected above their respective GCTLs. In an approval letter dated September 19, 1995, the NFA proposal was accepted by the Florida Department of Environmental Protection (FDEP) for the former 10,000-gallon diesel UST area. A Site Rehabilitation Completion Order (SRCO) has not yet been recorded for the Property.

In addition to fueling dispensation onsite, automobile service and repairs were performed in the shop located near the east Property boundary and housed a waste oil AST at the exterior. At the time of the February 2023 Phase I reconnaissance, the waste oil AST was in a highly corroded-state and sheen was observed on the ground adjacent to the AST. Several unmarked drums were also observed in the vicinity of the AST. Also along the eastern Property boundary, an outdoor firing range was apparent with a canopy, apron, and berm. A report from E.N. Range, Inc. of Miami, Florida was provided by Nassau County to GLE, documenting lead removal activities performed for the outdoor firing range located on the Property. According to the September 26, 2022 report, a minimum of 95% of all particulate lead was removed from the firing range berm, the apron, and a standing pile of soil. All recovered inorganic lead was stored in appropriate containers and transported off-site for recycling. A total of 9,849 pounds (lbs) of inorganic lead was recovered during removal activities. No information pertaining to additional soil or groundwater assessment in regards to the waste oil AST and firing range areas were documented or provided.

Ms. Evelyn J. "EJ" Burton
 GLE Proposal No.: 23-76514P
 March 27, 2023; Page 3

As no additional assessment or closure status has been achieved for the former 4,000-gallon gasoline UST area, in addition to no assessment to date of the former service shop and firing range areas, GLE recommended additional soil and groundwater assessment on the Property.

Please note it is our understanding that the proposed Limited Phase II ESA would be performed in an effort to assist the Client with evaluating potential environmental risks associated with the Property and is not intended for regulatory compliance purposes.

Pre-Demolition Asbestos-Containing Material (ACM) Survey

It is our understanding that the Client requires the services of a licensed, qualified consulting firm to perform a pre-demolition asbestos survey for the site structures. A site layout depicting the structures on the Property is provided as **Figure A-1**.

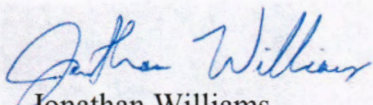
Bldg. #	Year Built	Square Footage	Description
1	1978	12,195	Main Detention Center
2	1990	920	Automobile Self-Service
3	1970	756	Office
4	1994	840	Office
5	1999	1,620	Office
6	1970	504	Office
7	1999	2,160	Detention
8	1998	5,700	Office
9	2002	1,432	Office

Additionally, due to the presence of three structures constructed pre-1978, the potential exists for lead-containing paints to have been used at the Property. As all structures are planned for demolition, the scope of services proposed included the collection of one representative sample of the anticipated debris waste stream from each of the three pre-1978 structures. The representative bulk samples will be submitted for laboratory analysis of lead via Toxicity Characteristic Leachate Procedure (TCLP).

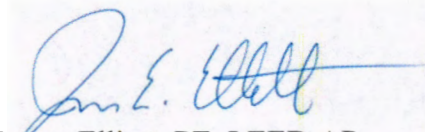
Ms. Evelyn J. "EJ" Burton
GLE Proposal No.: 23-76514P
March 27, 2023; Page 4

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

Sincerely,
GLE Associates, Inc.



Jonathan Williams
Project Manager



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

JKW/JEE/lr

Attachment

M:\Work\PRO\23\76514P.NassauCounty.Phase2\Phase II Purpose.docx

Note:
Original scale may not be valid at this extent
Structures not outlined were not observed during site recon



Legend

- Main Building (102)
- Carport / Awning
- Portable / Modular structure
- Backup generator
- Evidence of former utilities/generator
- Firing range
- Former settling pond area
- Vehicle impound staging
- JEA Lift Station (N354)
- Approximate location of former USTs/AST
- Approximate former fill-port location
- Used oil AST (~200 gallon)
- Monitoring well
- Former shallow well
- Former potable well



Figure A-1

Site and Area Layout
Source: GoogleEarth

Scale: As Shown

Prepared By:
GLE Associates, Inc.



Site Name 50 Bobby Moore Circle, Yulee
Job No. 23-76514P
Figure No. A-1

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



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Source Envelope:
Document Pages: 55 Signatures: 16
Certificate Pages: 6 Initials: 47
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:
Evelyn Burton
eburton@nassaucountyfl.com
IP Address: 50.238.237.26

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3/31/2023 12:25:48 PM MEyerman@nassaucountyfl.com

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Location: DocuSign

Signer Events

Doug Podiak
dpodiak@nassaucountyfl.com
Facilities Director
Nassau County BOCC
Security Level: Email, Account Authentication
(None)

Signature



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Tracy Poore
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OMB Admin
Nassau County BOCC
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(None)



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

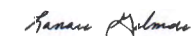


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Lanaee Gilmore
lgilmore@nassaucountyfl.com
Procurement Director
Nassau County BOCC
Security Level: Email, Account Authentication
(None)



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Signer Events

Abigail Jorandby
 ajorandby@nassaucountyfl.com
 Assistant County Attorney
 Nassau BOCC
 Security Level: Email, Account Authentication
 (None)

Signature

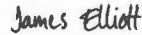

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James Elliott
 jelliott@gleassociates.com
 VP, Director of Operations
 Security Level: Email, Account Authentication
 (None)



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



Signature Adoption: Pre-selected Style
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 Signed using mobile

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



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

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Carbon Copy Events

Clerk Admin

clerkservices@nassaucountyfl.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
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BOCC AP

boccap@nassauclerk.com

Nassau County Clerk

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
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ID: 6238f06a-a4ad-4d45-a7f5-929d04629059

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Jennifer Kirkland

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Nassau County BOCC

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Electronic Record and Signature Disclosure:
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Facilities Assistant Director

Nassau County BOCC

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Idalia Gutierrez

igutierrez@nassaucountyfl.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
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Timestamp

Timestamp

Timestamps

3/28/2023 11:47:02 AM

3/31/2023 12:24:58 PM

3/31/2023 12:25:26 PM

3/31/2023 12:25:39 PM

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.

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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.

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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..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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