

## CHANGE ORDER REQUEST FORM

CS-22-192

Dee Dee Bartel Boat Ramp Repair Services  
PROJECT

No. 01

04/18/2023

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS  
COUNTY Contract / Purchase Order No.: CM3312  
CONTRACTOR: Coker Industrial Contractors Inc.

ENGINEER / ARCHITECT: N/A

The undersigned parties agree to amend this Contract to add an additional 30 days to the contract time.

Attachments: Email from Vendor requesting Time Extension

CHANGE IN CONTRACT PRICE:  Original Contract Price  \$ <u>149,500</u>	CHANGE IN CONTRACT TIMES:  Original Contract Times <u>60 days (completion) April 14, 2023</u>  Ready for Final Payment: <u>60 days (completion) April 14, 2023</u>  _____ (days and dates)
Net change from previous Change Orders No. <u>0</u> to No. <u>0</u>  \$ <u>N/A</u>	Net change from previous Change Orders No. <u>0</u> to No. <u>0</u>  <u>N/A</u>  _____ (days)
Contract Price prior to this Change Order  \$ <u>149,500</u>	Contract Times Prior to this Change Order  Substantial Completion: <u>60 days (completion) April 14, 2023</u>  Ready for Final Payment: <u>60 days (completion) April 14, 2023</u>  _____ (days and dates)
Net Increase (decrease) of this Change Order  \$ <u>0</u>	Net Increase (decrease) of this Change Order  <u>30 days</u>  _____ (days)
Contract Price with all approved Change Orders  \$ <u>149,500</u>	Contract Times with all approved Change Orders  Substantial Completion: <u>90 days 05/14/2023</u>  Ready for Final Payment: <u>90 days 05/14/2023</u>  _____ (days and dates)

RECOMMENDED:

By: David Hearn  
Engineer/Architect (Authorized Signature)  
Date: 4/20/2023

APPROVED:

By: Doug Podiak  
COUNTY (Authorized Signature)  
Date: 4/20/2023

ACCEPTED:

By: Kyle Coker  
Contractor (Authorized Signature)  
Date: 4/20/2023

# CHANGE ORDER APPROVAL FORM

PROJECT: Dee Dee Bartel Boat Ramp Repair Services

CHANGE ORDER NUMBER: CO01

DATE: 4/18/2023

CONTRACT NUMBER: CM3312 WORK AUTHORIZATION NUMBER: N/A

TO CONTRACTOR: Coker Industrial Contractors Inc.

Account No(s). 49791579-546704

Description: Add 30 contract days

Reason for Change Order: Adjust contract time for delays the contractor experienced after ordering the materials for the needed repairs.

Original Contract Sum.....	\$	<u>149,500.00</u>
Net Change by Previous Change Order/Supplemental Agreement.	\$	<u>0.00</u>
Contract Sum Prior to This Change Order.....	\$	<u>149,500.00</u>
Amount of this Change Order (Add).....	\$	<u>0.00</u>
New Contract Sum Including this Change Order.....	\$	<u>149,500.00</u>

The Contract Time will be increased	30 (Thirty) days
Previous Substantial Completion: <u>04/14/2023</u>	Previous Final Completion: <u>04/14/2023</u>
New Substantial Completion: <u>05/14/2023</u>	New Final Completion: <u>05/14/2023</u>

APPROVED BY: <u>Doug Podiak</u>	DATE: <u>4/20/2023</u>
Department Head	
APPROVED BY: <u>Sanasa Belmont</u>	DATE: <u>4/24/2023</u>
Procurement Department	
APPROVED BY: <u>Chris Lacambra</u>	DATE: <u>4/24/2023</u>
Office of Management and Budget	
<u>Denise C. May</u>	
APPROVED BY: _____	DATE: <u>4/24/2023</u>
County Attorney's Office	
<u>Taco E. Pope, AICP</u>	
APPROVED BY: _____	DATE: <u>4/24/2023</u>
Taco E. Pope, AICP, County Manager	
APPROVED BY: _____	DATE: _____
N/A	
Klynt A. Farmer, Chairman	
ATTEST: _____	DATE: _____
N/A	
John A. Crawford, Clerk of Courts	

## Fwd: Dee Dee Bartles Boat Ramp Repairs

Jeff Little <jlittle@nassaucountyfl.com>

Tue 4/18/2023 10:28 AM

To: David Hearn <dhearn@nassaucountyfl.com>

Here is the email from Cocker.

Jeffery Little

Facilities Assistant Director

Nassau County Facilities/Parks

45195 Musselwhite Rd

Callahan FL 32011

904-753-4033 C

904-530-6126 O

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**From:** Kyle Coker <kyle@cokerindustrial.com>

**Sent:** Tuesday, April 18, 2023 10:18:17 AM

**To:** Jeff Little <jlittle@nassaucountyfl.com>

**Cc:** Wesley Haddock <wesley.haddock@cokerindustrial.com>; Jeni Bentley <jeni@cokerindustrial.com>

**Subject:** Dee Dee Bartles Boat Ramp Repairs

Jeff,

As we are expecting top make delivery of the North floating dock and ramp for install later this week, we believe we will need an additional 30 days to complete the southern floating dock and ramp. Due to the additional damages on that dock I feel it may take additional repair time to get it completed. The largest part of the initial delays was due to procurement of the materials needed once we got the North dock to our shop and determined sizes of materials needed. That being said, we ordered enough materials for the South ramp and floater at the same time so we have all those materials on hand. We plan on turning the South side around much faster because of that. Let me know if you have any questions.

Best regards,

Kyle Coker

President

850369 US-17

Yulee, FL 32097

904.753.2500 Cell

904.849.7206 Office

904.849.7209 Fax

[www.CokerIndustrial.com](http://www.CokerIndustrial.com)

**COCKER**  
INDUSTRIAL CONTRACTORS INC

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, please do not send electronic mail to this entity.

CS-22-125

Contract No.: CM3312

**CONTRACT FOR DEE DEE BARTEL BOAT RAMP REPAIR SERVICES**

THIS CONTRACT entered into on February 13, 2023, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and **Coker Industrial Contractors Inc.**, located at 850369 Highway 17, Yulee, FL 32097, hereinafter referred to as the "Vendor".

**WHEREAS**, the County received one bid for boat ramp repairs at the Dee Dee Bartel Boat Ramp, on December 7, 2022 at 10:00 am; and

**WHEREAS**, the Director of Procurement has determined that the Vendor was a responsive and responsible bidder. A copy of the Vendor's Response is attached hereto as Exhibit "A" and made a part hereof.

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

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

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

**SECTION 2. Receiving/Payment/Invoicing**

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

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Contract No.: CM3312

submission of an invoice, with the contract number referenced thereon. Payment in advance of receipt of services and/or materials by the County cannot be made.

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

**SECTION 3. Acceptance of Services and/or Materials**

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

**SECTION 4. Firm Prices**

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

**SECTION 5. Fund Availability**

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

**SECTION 6. Expenses**

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

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Contract No.: CM3312

**SECTION 7. Taxes and Liens**

The Vendor 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 Vendor will refrain from including taxes in any billing. The Vendor is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the County Manager.

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

**SECTION 8. Laws Governing this Contract**

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

**SECTION 9. Changes**

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

**SECTION 10. Modifications**

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

**SECTION 11. Assignment & Subcontracting**

In order to assign its Contract with the County, or to subcontract any of the work requirements to be performed, the Vendor must ensure, and provide assurances to the County upon request, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Vendor must provide the County with the names of any subcontractor considered for work

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Contract No.: CM3312

under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's judgement, are insufficient. The Vendors agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the County upon request. The Vendor further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Vendor, at its expense, will defend the County against such claims.

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

**SECTION 12. Severability**

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

**SECTION 13. Termination for Default, Fraud or Willful Misconduct**

The performance of the Contract may be terminated by the County in accordance with this clause, in whole or in part, in writing, whenever the County shall determine that the Vendor has failed to meet the requirements as outlined in this Contract. Upon receipt of the written notice of termination, the Vendor shall immediately render to the County all property belonging to the County, including but not limited to, equipment, books, records, etc.

**SECTION 14. Termination for Convenience**

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

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Contract No.: CM3312

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

**SECTION 15. Force Majeure**

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

In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Contract to either party. In the case of any delay the Vendor believes is excusable under this paragraph, the Vendor 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 creates or will create the delay first arose, if the Vendor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Vendor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE VENDOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The County, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the Vendor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Vendor 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

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Revised 9/15/2022



Contract No.: CM3312

delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, the Vendor 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 Vendor, provided that the Vendor grants preferential treatment to the County with respect to products or services subjected to allocation; (2) purchase from other sources (with out recourse to and by the Vendor 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 16. Access and Audits**

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

**SECTION 17. Vendor Responsibilities**

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

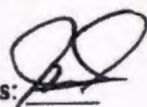
**SECTION 18. Public Emergencies**

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

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

The performance period of this Contract shall begin upon full execution by the last party to execute this Contract and terminate sixty (60) days after Notice to Proceed. Any Contract or

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Contract No.: CM3312

amendment to the Contract shall be subject to fund availability and mutual written agreement between the County and the Vendor.

In the event that the Contract is continued beyond the term provided, by mutual consent, the Contract shall be carried out on a month-to-month basis 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 20. Probationary Period – Not applicable**

**SECTION 21. Independent Vendor Status**

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

**SECTION 22. Indemnification and Insurance**

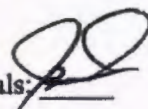
Vendor shall indemnify and hold harmless County and its agents and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Vendor and any persons employed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

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

**SECTION 23. Dispute Resolution**

The County may utilize this section, at their discretion, as to disputes regarding Contract interpretation. The County may send a written communication to the Vendor by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth the County's interpretation of the Contract. A response shall be provided in the same manner prior to the initial meeting with the County Manager. This initial meeting shall take place no more than twenty (20)

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Contract No.: CM3312

days from the written notification of the dispute addressed to the Vendor. The Vendor should have a representative, at the meeting that can render a decision on behalf of the Vendor.

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

**SECTION 24. E-Verify System**

The Vendor must comply with F.S. 448.095 and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Vendor during the term of this Contract to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the Work (under this Contract), the Vendor must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify).

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

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

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Contract No.: CM3312

**SECTION 25. Public Records**

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

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

**SECTION 26. Request for Records; Noncompliance**

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9

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Revised 9/15/2022



Contract No.: CM3312

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

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

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

**SECTION 27. Civil Action**

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

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

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

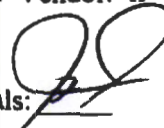
A notice complies with subparagraph (b), if it is sent to the public agency's custodian of public records and to the Vendor at the Vendor's address listed on its Contract with the public agency or to the Vendor's registered agent. Such notices must be sent by common carrier delivery service or by registered,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

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

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

The Vendor, during the term of this Contract, or any extension, has a continual duty to properly disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Vendor. If the

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Contract No.: CM3312

existence of the proceeding causes the County concerns that the Vendor's ability or willingness to perform this contract is jeopardized, the Vendor may be required to provide the County with reasonable written assurance to demonstrate the Vendor can perform the terms and conditions of the Contract.

**SECTION 29. Federal Provisions**

All recipients of federally funded grants or use federal assistance to support procurements must comply with the applicable provisions of the Federal procurement standards 2 CFR pt. 200. As result, firms awarded federally funded contracts by Nassau County must comply with the contract provisions attached hereto as Exhibit "C" and made a part hereof, unless a particular award term or condition specifically indicates otherwise.

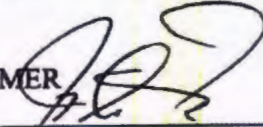
**SECTION 30. Entire Agreement**

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

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

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

KLYNT FARMER

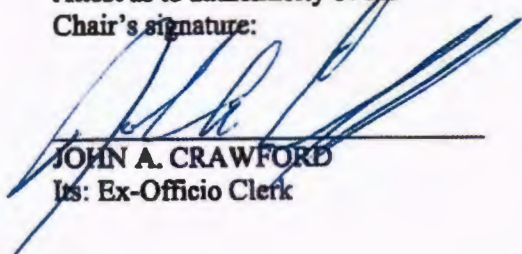


By: Klynt A. Farmer

Its: Chair

Date: 2-13-23

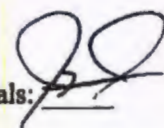
Attest as to authenticity of the  
Chair's signature:



**JOHN A. CRAWFORD**  
Its: Ex-Officio Clerk

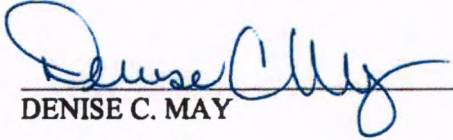
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Contract No.: CM3312


Approved as to form and legality by the  
Nassau County Attorney

  
DENISE C. MAY

**COKER INDUSTRIAL  
CONTRACTORS INC.**

Kyle Coker  
By: Kyle Coker  
Its: President/CEO  
Date: 1/25/2023

Initials: kl

  
Initials:

**Certificate Of Completion**

Envelope Id: 963231D0D9B24204B763526F8F655C72

Status: Completed

Subject: Complete with DocuSign: Change Order Request for Coker.dotx, Change Order Coker.dotx, CM3312 Co...

Source Envelope:

Document Pages: 15

Signatures: 8

Envelope Originator:

Certificate Pages: 6

Initials: 0

Jennifer Kirkland

AutoNav: Enabled

jkirkland@nassaucountyfl.com

Envelope Stamping: Enabled

IP Address: 50.238.237.26

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

**Record Tracking**

Status: Original

Holder: Jennifer Kirkland

Location: DocuSign

4/20/2023 3:00:08 PM

jkirkland@nassaucountyfl.com

**Signer Events**

Doug Podiak

dpodiak@nassaucountyfl.com

Facilities Director

Nassau County BOCC

Security Level: Email, Account Authentication  
(None)**Signature***Doug Podiak*Signature Adoption: Pre-selected Style  
Using IP Address: 50.238.237.26**Timestamp**

Sent: 4/20/2023 3:14:15 PM

Viewed: 4/20/2023 3:21:03 PM

Signed: 4/20/2023 3:22:03 PM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

David Hearn

dhearn@nassaucountyfl.com

Road

Nassau County BOCC

Security Level: Email, Account Authentication  
(None)*David Hearn*Signature Adoption: Pre-selected Style  
Using IP Address: 174.211.227.51  
Signed using mobile

Sent: 4/20/2023 3:22:05 PM

Viewed: 4/20/2023 3:22:46 PM

Signed: 4/20/2023 3:23:04 PM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Kyle Coker

kyle@cokerindustrial.com

President/CEO

Security Level: Email, Account Authentication  
(None)*Kyle Coker*Signature Adoption: Pre-selected Style  
Using IP Address: 73.192.35.71

Sent: 4/20/2023 3:23:06 PM

Viewed: 4/20/2023 4:17:46 PM

Signed: 4/20/2023 4:38:31 PM

**Electronic Record and Signature Disclosure:**

Accepted: 4/20/2023 4:17:46 PM

ID: 51d96ab1-9b5f-44d6-b2a6-2a274f3062e7

Lanaee Gilmore

lgilmore@nassaucountyfl.com

Procurement Director

Nassau County BOCC

Security Level: Email, Account Authentication  
(None)*Lanaee Gilmore*Signature Adoption: Pre-selected Style  
Using IP Address: 50.238.237.26

Sent: 4/20/2023 4:38:33 PM

Viewed: 4/24/2023 5:50:01 PM

Signed: 4/24/2023 5:50:41 PM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign



**Signer Events**

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

**Signature**

*chris lacambra*

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

**Timestamp**

Sent: 4/24/2023 5:50:44 PM  
Viewed: 4/24/2023 6:06:41 PM  
Signed: 4/24/2023 6:06:50 PM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

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

*Denise C. May*

Signature Adoption: Pre-selected Style  
Using IP Address: 50.238.237.26  
Signed using mobile

Sent: 4/24/2023 6:06:54 PM  
Viewed: 4/24/2023 6:51:14 PM  
Signed: 4/24/2023 6:51:51 PM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

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

*Taco E. Pope AICP*

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

Sent: 4/24/2023 6:51:55 PM  
Viewed: 4/24/2023 7:12:48 PM  
Signed: 4/24/2023 7:12:53 PM

**Electronic Record and Signature Disclosure:**

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**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

David Hearn  
dhearn@nassaucountyfl.com  
Road  
Nassau County BOCC  
Security Level: Email, Account Authentication  
(None)

**COPIED**

Sent: 4/24/2023 7:12:57 PM

**Electronic Record and Signature Disclosure:**

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Clerk Admin  
clerkservices@nassaucountyfl.com  
Security Level: Email, Account Authentication  
(None)

**COPIED**

Sent: 4/24/2023 7:12:59 PM

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**Carbon Copy Events**

Procurement Staff  
BOCCProcurement@nassaucountyfl.com  
Security Level: Email, Account Authentication  
(None)

**Status**

**COPIED**

**Timestamp**

Sent: 4/24/2023 7:13:02 PM

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

David Hearn  
dhearn@nassaucountyfl.com  
Road  
Nassau County BOCC  
Security Level: Email, Account Authentication  
(None)

**COPIED**

Sent: 4/24/2023 7:13:05 PM

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**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent  
Certified Delivered  
Signing Complete  
Completed

Hashed/Encrypted  
Security Checked  
Security Checked  
Security Checked

4/20/2023 3:14:15 PM  
4/24/2023 7:12:48 PM  
4/24/2023 7:12:53 PM  
4/24/2023 7:13:05 PM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

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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](mailto:bsimmons@nassaucountyfl.com)

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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](mailto: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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