

CS-22-307

BOCC CONTRACT APPROVAL FORM

CONTRACT TRACKING NO. CM2904-A2

SECTION 1 - GENERAL INFORMATION
 Requesting Department: Solid Waste Contact Person: Becky Diden
 Telephone: (904) 530-6700 Email: bdiden@nassaucountyfl.com

SECTION 2 - VENDOR INFORMATION
 Name: Meridian Waste
 Address: 463106 SR 200
 City: Yulee State: FL Zip Code: 32097
 Vendor's Administrator Name: Marty Kelly Title: Facility Manager
 Telephone: (904) 849-5122 Email: mkelly@meridianwaste.com

SECTION 3 - VENDOR AUTHORIZED SIGNATORY
 Authorized Signatory Name: Marty Kelly
 Authorized Signatory Email: mkelly@meridianwaste.com
 (IDENTIFY WHO WILL SIGN THE CONTRACT ON BEHALF OF THE VENDOR. OFFICER/DIRECTOR WITH AUTHORITY TO BIND COMPANY.)

SECTION 4 - CONTRACT INFORMATION
 Contract Name: Meridian Waste
 Type: New Contract Work Authorization Supplemental Agreement
 Short Description of Product(s)/Service(s) Being Requested: Trash pull assistance at Convenience Recycle Center
 (GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.)
 Procured Method: Quotes ITB RFP RFQ Piggyback Exemption Sole Source
 Single Source Other CM2904
 Total Amount of Contract: Apprx \$180,000 Yr (Estimate if necessary)
 Account Number: 01369534-543003 FY23/24
 Source of Funds: County State Federal Other:
 County Authorized Signatory: BOCC Chairman County Manager
 (IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC)

SECTION 5 - INSURANCE
 Insurance Category: Category L Category M Category H Other:
 Risk Manager Initials: AM

SECTION 6 - AMENDMENT INFORMATION
 Contract Tracking No: CM2904 Amendment No: #2 CM2904-2
 Type of Amendment: Renewal Time Only Extension Additional Scope Other:
 Increased Amount to Existing Contract: (if any) Total with Amended Amount:

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

- Doug Podiak 8/16/2023
Department Head/Contract Manager Date
- Chris Lacambra 8/17/2023
Office of Mgmt & Budget Date
- Tanaco Adams 8/17/2023
Procurement Date
- Denise C. May 8/22/2023 8/22/2023
County Attorney Date Abigail Jordanby

COUNTY MANAGER - FINAL SIGNATURE APPROVAL
Taco E. Popey AICP 8/22/2023
 County Manager Date

SECOND AMENDMENT TO TRASH HAUL ASSISTANCE CONTRACT

THIS AMENDMENT TO THE TRASH HAUL ASSISTANCE CONTRACT (hereinafter “Amendment”) is made by and between the **Board of County Commissioners of Nassau County, Florida**, a political subdivision of the State of Florida (hereinafter the “County”), and **Meridian Waste Florida LLC**, a business having its primary business location at 463106 SR 200 Yulee, FL 32097 (hereinafter the “Vendor”).

WITNESSETH:

WHEREAS, the Parties previously entered into a *Contract for Trash Haul Assistance* on September 28, 2020 (hereinafter the “Contract”); and

WHEREAS, the Contract provided for an initial performance period of three (3) years beginning October 1, 2020 and terminating on September 20, 2023 with the option to extend the performance period for two (2) additional one (1) year periods upon mutual agreement between the Vendor and the County; and

WHEREAS, on June 1, 2022, the Contract was amended to increase the per pull rate for the 20-yard roll-off open top bin, 30-yard roll-off open top bin and 30-yard trash compactor bin; and

WHEREAS, the Parties now desire to amend the Contract terms and conditions subject to the provisions contained herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties do agree to amend the Contract as follows:

SECTION 1. Section 20 of the Contract is hereby amended to extend the performance period for an additional one (1) year term beginning on September 21, 2023 and terminating on September 30, 2024.

SECTION 2. All other terms and conditions of the Contract not inconsistent with the provisions of this Amendment shall remain the same and in full force and effect.

[This space intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by its duly authorized representatives, effective as of the last date below.

THE COUNTY

NASSAU COUNTY

Signature: Taco E. Pope, AICP

Print Name: Taco Pope


Title: County Manager

Date: 8/22/2023

REVIEWED FOR LEGAL FORM AND CONTENT:

Denise C. May 8/22/2023
DENISE C. MAY, County Attorney

VENDOR:

Signature: 

Print Name: Marty Kelly

Title: Facility Manager

Date: 8/22/2023

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Contractor’s expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to “bodily injury” and to “property damage” occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of “your work” out of which the injury or damage arises has been put to its intended use.

WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Contractor’s expense Workers’ Compensation and Employer’s Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

<u>Part One</u> – Workers’ Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and	
<u>Part Two</u> – Employer’s Liability Insurance	
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

*If leased employees are used, policy must include an Alternate Employer’s Endorsement

AUTOMOBILE LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Contractor’s expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
---------------------------------------	-------------

Covered Automobiles shall include any auto owned or operated by the insured Vendor/Contractor, including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Vendor/Contractor.

UMBRELLA (EXCESS) LIABILITY INSURANCE

The Vendor/Contractors shall purchase and maintain at the Subcontractor’s expense Excess Liability (Umbrella Form) insurance coverage for the life of this Subcontract.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$2,000,000
Aggregate Limit	\$2,000,000

ENVIRONMENTAL LIABILITY INSURANCE

This additional coverage will be required by any Contractor performing environmental and/or other investigations involving excavation, drilling, or other site disturbance activities.

The Contractor shall purchase and maintain at the Contractor's expense Environmental Liability insurance (Contractors Pollution Liability) coverage for the life of this Contract.

The Limits of insurance shall not be less than the following limits: \$1,000,000 Each Loss/Aggregate

Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation.

Vendor/Contractor shall require each of his Subcontractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation, Employer's Liability, Auto Liability, Umbrella Liability & Environmental Liability insurance coverage meeting the same limit and requirements as the Contractors insurance.

Certificates of Insurance and the insurance policies required for this Agreement shall contain –

- **Endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.**
 - **Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability and Umbrella Liability policy (ies).**
 - **CGL policy for construction related contracts –**
 - **Additional Insured Endorsement must include Ongoing and Completed**
 - **CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement or Amendment of Insured Contract Definition**
 - **CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract**
- **Provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.**
- **Provision that policies, except Workers' Compensation, are primary and noncontributory.**

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide' (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Vendor/Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Vendor/Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Vendor/Contractor, in which event, Vendor/Contractor shall pay the cost thereof and shall furnish upon demand, all information required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Vendor/Contractor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Vendor/Contractors coverage based on the evidence of insurance

provided by the Vendor/Contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of Vendor/Contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Vendor/Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Vendor/Contractor's right under any policy with higher limits, and no policy maintained by the Vendor/Vendor/Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Vendor/Vendor/Contractor should maintain. Vendor/Vendor/Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Vendor/Vendor/Contractor or any Sub-Vendor/Vendor/Contractor contains deductible(s), penalty(ies) or self-insured retention(s), the Vendor/Vendor/Contractor or Sub-Vendor/Vendor/Contractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Vendor/Vendor/Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

Certificate Of Completion

Envelope Id: 8FE844960DC7487AA19911E20E21F0C6	Status: Completed
Subject: Meridian Waste CM 2904-A2.pdf, Amendment to Agreement cm2904 6-6-20...	
Source Envelope:	
Document Pages: 6	Signatures: 9
Certificate Pages: 6	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Becky Diden
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	bdiden@nassaucountyfl.com
	IP Address: 50.238.237.26

Record Tracking

Status: Original	Holder: Becky Diden	Location: DocuSign
8/15/2023 4:34:31 PM	bdiden@nassaucountyfl.com	


Signer Events

Signature	Timestamp
Doug Podiak dpodiak@nassaucountyfl.com Facilities Director Nassau County BOCC Security Level: Email, Account Authentication (None)	Sent: 8/15/2023 4:41:44 PM Viewed: 8/16/2023 8:19:01 AM Signed: 8/16/2023 8:19:10 AM
Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	


Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Tracy Poore tpoore@nassaucountyfl.com OMB Admin Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 8/16/2023 8:19:13 AM Viewed: 8/16/2023 8:37:42 AM Signed: 8/16/2023 8:41:59 AM
Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26		

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

chris lacambra clacambra@nassaucountyfl.com OMB Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 8/16/2023 8:42:02 AM Viewed: 8/17/2023 10:41:19 AM Signed: 8/17/2023 10:41:23 AM
Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26		

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Ashley Metz ametz@nassaucountyfl.com Human Resources Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 8/17/2023 10:41:24 AM Viewed: 8/17/2023 11:22:38 AM Signed: 8/17/2023 11:23:26 AM
Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26		

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 8/17/2023 11:23:29 AM Viewed: 8/17/2023 2:55:08 PM Signed: 8/17/2023 2:55:31 PM</p>
<p>Marty Kelly mkelly@meridianwaste.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 8/22/2023 9:16:33 AM ID: 3f53de99-623f-4435-8da6-8effbd1cb740</p>	 <p>Signature Adoption: Drawn on Device Using IP Address: 73.192.34.149</p>	<p>Sent: 8/17/2023 2:55:33 PM Resent: 8/22/2023 7:16:57 AM Viewed: 8/22/2023 9:16:33 AM Signed: 8/22/2023 9:20:07 AM</p>
<p>Abigail Jorandby ajorandby@nassaucountyfl.com Assistant County Attorney Nassau BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 8/22/2023 9:20:10 AM Viewed: 8/22/2023 10:00:52 AM Signed: 8/22/2023 10:00:57 AM</p>
<p>Denise C. May dmay@nassaucountyfl.com Assistant County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 8/22/2023 10:01:00 AM Viewed: 8/22/2023 10:36:53 AM Signed: 8/22/2023 10:37:10 AM</p>
<p>Taco E. Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 8/22/2023 10:37:12 AM Viewed: 8/22/2023 10:38:04 AM Signed: 8/22/2023 10:38:21 AM</p>
<p>In Person Signer Events</p>	<p>Signature</p>	<p>Timestamp</p>
<p>Editor Delivery Events</p>	<p>Status</p>	<p>Timestamp</p>
<p>Agent Delivery Events</p>	<p>Status</p>	<p>Timestamp</p>
<p>Intermediary Delivery Events</p>	<p>Status</p>	<p>Timestamp</p>
<p>Certified Delivery Events</p>	<p>Status</p>	<p>Timestamp</p>

Carbon Copy Events	Status	Timestamp
Clerk Admin clerkservices@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/22/2023 10:38:23 AM
BOCC Procurement BOCCProcurement@nassaucountyfl.com Security Level: Email, Account Authentication . (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/22/2023 10:38:24 AM

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/15/2023 4:41:44 PM
Certified Delivered	Security Checked	8/22/2023 10:38:04 AM
Signing Complete	Security Checked	8/22/2023 10:38:21 AM
Completed	Security Checked	8/22/2023 10:38:24 AM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Nassau:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bsimmons@nassaucountyfl.com

To advise County of Nassau of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bsimmons@nassaucountyfl.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Nassau

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Nassau

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <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.