

CS-22-312

BOCC CONTRACT APPROVAL FORM

CONTRACT TRACKING NO. CM3458

SECTION 1 - GENERAL INFORMATION
 Requesting Department: Facilities Maintenance Contact Person: Idalia Gutierrez/Jeff Little
 Telephone: (904) 530-6131 Email: igutierrez@nassaucountyfl.com

SECTION 2 - VENDOR INFORMATION
 Name: GLE Associates, Inc.
 Address: 5405 Cypress Center Dr., Ste 110
 City: Tampa State: FL Zip Code: 33609
 Vendor's Administrator Name: James Elliott Title: VP, Director of North Florida Operations
 Telephone: (904) 296-1880 Email: jelliott@gleassociates.com

SECTION 3 - VENDOR AUTHORIZED SIGNATORY
 Authorized Signatory Name: James Elliott, PE, LEED AP
 Authorized Signatory Email: jelliott@gleassociates.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: Contract for Professional Services
 Type: New Contract Work Authorization Supplemental Agreement
 Short Description of Product(s)/Service(s) Being Requested: To further delineate the area of contamination for the property and structures located at 50 Bobby Moore Cir, Yulee, FL, to evaluate potential environmental risks associated with the property.
 (GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.)
 Procured Method: Quotes ITB RFP RFQ Piggyback Exemption Sole Source
 Single Source Other _____
 Total Amount of Contract: \$3,960.00 (FY23) (Estimate if necessary)
 Account Number: 04073519-546002 NCPP2
 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: (Professional) _____
 Risk Manager Initials: AM

SECTION 6 - AMENDMENT INFORMATION
 Contract Tracking No: _____ Amendment No: _____
 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 Podlak Department Head/Contract Manager Date 8/4/2023
- Chris Lacambra Office of Management & Budget Date 8/7/2023
- Christine C. May Procurement Date 8/8/2023
- County Attorney Date _____

COUNTY MANAGER FINAL SIGNATURE APPROVAL
 _____ Date 8/7/2023
 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 5405 Cypress Center Drive, Suite 110, Tampa, Florida, 33609, hereinafter referred to as the “Consultant”.

WHEREAS, the County desires to obtain professional services to further delineate the area of contamination for the property and structures located at 50 Bobby Moore Circle, Yulee, Florida, 32097, to evaluate potential environmental risks associated with the property as observed during the Limited Phase II Environmental Site Assessment (“ESA”) on or about May 4, 2023. Said services are more fully described in the Consultants proposal, attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, the Consultant performed the initial Phase I 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 performed a Limited Phase II ESA on said property and provided a report to the County based on the findings of the Limited Phase II 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”.

Initials JEPLA

Initials TP

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

SECTION 1. Recitals.

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 CONSULTANT’S PROPOSAL

Exhibit B INSURANCE REQUIREMENTS

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

Initials JEPLA

Initials TP

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 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 on September 30, 2023. 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 Three Thousand Nine Hundred Sixty Dollars and 00/100 (\$3,960.00), 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 jkirkland@nassaucountyfl.com and invoices@nassaucountyfl.com. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act found at Section 218.70, Florida

Initials JEPLA

Initials TP

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 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.

Initials JEPLA

Initials TP

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.

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.

Initials JEPLA

Initials TP

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 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.

Initials JEPLA

Initials TP

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 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

Initials JEPLA

Initials TR

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.

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; and (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.

Initials JEPLA

Initials TP

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 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

Initials JEP/UA

Initials TP

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.

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

Initials JEP/UA

Initials TP

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 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; and/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

Initials JEPLA

Initials TP

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.

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

Initials JEU

Initials TP

companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

SECTION 28. Dispute Resolution Process.

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.

Initials JEP/la

Initials TP

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 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

Initials JEPLA

Initials TP

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 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.

Initials JEPLA

Initials TP

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 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:

Initials JEPLA

Initials TP

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 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

Initials JEP/UA

Initials TP

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, 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: Director of Public Works

Initials JEPLA

Initials TP

45195 Musselwhite Road

Callahan, Florida 32011

Consultant: GLE Associates, Inc.

Attn: James Elliott

5405 Cypress Center Dr., Suite 110

Tampa, Florida 33609

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.

Initials JEP/UA

Initials TP

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.

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

Initials JEP/UA

Initials TP

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 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.

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: 8/8/2023

Approved as to form and legality by the Nassau County Attorney

Denise C. May

DENISE C. MAY

GLE ASSOCIATES, INC.

James Elliott, PE, LEED AP

By: James Elliott, PE, LEED AP
Its: VP, Director of North Florida Operations
Date: 8/8/2023

Initials JEPLA

Initials TP

Exhibit "A" Consultant's Proposal



June 23, 2023

Mr. Jeff Little
Nassau County Public Facilities/Parks
45195 Musslewhite Road
Callahan, Florida 32011

Sent via e-mail: jlittle@nassaucountyfl.com

**RE: Limited Phase II Environmental Site Assessment (ESA) Proposal
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.: 23-77655P

Dear Mr. Little:

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 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

GLE prepared a Limited Phase II ESA, dated May 4, 2023, 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.

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

Mr. Jeff Little
GLE Proposal No.: 23-77655P
June 23, 2023; Page 2

Soil and groundwater samples collected during the Phase 2 ESA were below their respective soil and groundwater cleanup target levels (SCTLs and GCTLs), with the exception of soil samples collected from the firing range berm. Soil samples collected from this area exceeded SCTLs for antimony, arsenic, copper and lead. Based on this finding, GLE recommended delineation and excavation of the contaminated soils. It is GLEs understanding that the Client had requested a proposal to further delineate the area of contamination.

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.

SCOPE OF SERVICES

GLE proposes the following scope of work to further delineate the area of contamination observed in the May 4, 2023 Phase 2 ESA. GLE will install four discrete soil borings via hand auger on the north, south, east and west sides of the berm. Soil samples in these borings will be collected from one-foot below land surface (ft-bls). Additionally, one hand auger boring will be advanced within the berm area and a sample will be collected from approximately one foot above water table for vertical delineation. Soil samples collected from each soil boring location will be analyzed for antimony, arsenic, copper and lead via EPA Methods 6010/6020.

Based on the leachability exceedances observed within the soil samples, GLE proposes to collect one groundwater sample from the berm area. Following soil sample collection in the vertical extent soil boring, GLE will continue to advance the borehole four-feet into the water table, or until the borehole begins to collapse. Once terminal depth is reached, GLE will install a two-inch diameter PVC monitoring well with a prepacked, metal specific sand filter. Following installation, the well will be purged until it is free of sediment if possible, and a representative (grab) water sample will be collected. 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. 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 for dissolved antimony, arsenic, copper and lead via EPA Methods 6010/6020.

Upon completion of the assessment activities, each location will be backfilled with the cuttings removed during the boring.

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.

Nassau County Public Works
GLE Proposal No.: 23-77655P
May 30, 2023; Page 3

- Site access during normal business hours. Any delays in obtaining site access may result in additional charges to Client.

SCHEDULE

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. The report will include the horizontal and vertical extents of the area recommended for excavation, and an estimate of the volume of soil to be removed. GLE anticipates approximately four weeks to complete the activities referenced above.

COMPENSATION

As compensation for the Phase II ESA, GLE will receive a **lump sum fee of \$3,960.00**.

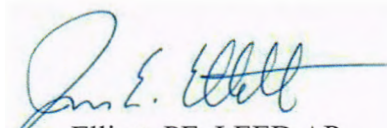
AUTHORIZATION

Should this proposal meet with your approval, please complete the attached Proposal Acceptance Sheet, which will serve as a contractual agreement. GLE appreciates the opportunity to submit this proposal. Should you have any questions concerning the proposal, please do not hesitate to contact our office.

Sincerely,
GLE Associates, Inc.



Adam Springer
Senior Project Manager



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

AMS/JEE/lr

LIMITED PHASE II ESAOffice Activities/HASP Preparation

▪ Office Labor	Lump Sum	\$ 425.00
	Office Activities Total:	\$ 425.00

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

▪ Field Labor	Lump Sum	\$ 1,250.00
▪ GLE Supplies	1 Day @ \$500/day	500.00
▪ Vehicle Expense	1 Day @ \$200/day	200.00
	Field Activities Total:	\$ 1,950.00

Laboratory/Analytical SamplesGroundwater Analytical

▪ Dissolved As, Cu, Sb, and Pb	1 Sample @ \$60/sample	\$ 60.00
--------------------------------	------------------------	----------

Soil Analytical

▪ As, Cu, Sb, and Pb	5 Samples @ \$60/sample	\$ 300.00
----------------------	-------------------------	-----------

Total Estimated Laboratory Cost: \$ 360.00

Limited Phase II ESA Report

▪ Office Labor	Lump Sum	\$ 1,225.00
	Report Preparation Total:	\$ 1,225.00

Total Cost Estimate: \$ 3,960.00

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.

Insurance Requirements

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

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

This additional coverage will be required for all projects involving consultants, engineering services, architectural or design/build projects, security firms, independent testing firms and similar exposures.

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

If the contract includes a requirement for Professional Liability or Errors and Omissions insurance, the minimum amount of such insurance shall be as follows:

Each Occurrence/Annual Aggregate – Project Specific Form	\$1,000,000
OR	
Each Occurrence/Annual Aggregate – Non Project Specific Form	\$2,000,000

Design Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claims Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

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 and Umbrella 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.

DESCRIPTIONS (Continued from Page 1)

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

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

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

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

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)

Blanket when specifically required in a written contract with the named insured.

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

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

SCHEDULE

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

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

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

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AGGREGATE LIMITS OF INSURANCE PER PROJECT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

SCHEDULE

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

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

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

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

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

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

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

All other policy terms and conditions apply.

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

58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

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

5. Our Right to Recover Payments

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

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

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

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

All other policy terms and conditions apply.

58583 (1-15) Includes copyrighted material of Insurance Services Office, Inc., with its permission. 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)

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

Date:	<u>August 4, 2023</u>	Project:	<u>NCPP2-Old Sheriff Campus Remediation</u>
Vendor Name:	<u>GLE Associates, Inc.</u>	FY Cost:	<u>\$3,960.00</u>
Address:	<u>5405 Cypress Center Dr., Ste 110, Tampa, FL 33609</u>	Total Cost:	<u>\$3,960.00 (FY23)</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:

Further delineate the area of contamination for the property & structures located at 50 Bobby Moore Cr., Yulee, FL, 32097 to evaluate potential environmental risks associated with the property as observed during the Phase II ESA

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 and Phase II 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 approved and budgeted for, and follows the Nassau County Purchasing Policy. *Doreen Rodriguez* 8/4/2023

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. *[Signature]* 8/7/2023

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 Calambra* 8/5/2023 *[Signature]* 8/4/2023

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. *[Signature]* 8/8/2023



July 25, 2023

Ms. Idalia Gutierrez
Nassau County Facilities Maintenance Department
45195 Musslewhite Road
Callahan, Florida 32011

Sent via e-mail: igutierrez@nassaucountyfl.com

**RE: 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.: 23-77655P

Dear Ms. Gutierrez:

GLE Associates, Inc. (GLE) has been asked to provide a rationale for being the sole source considered for the supplemental Phase II Environmental Site Assessment (ESA) activities outlined in GLE Proposal No.: 23-77655P.

At the property located at 50 Bobby Moore Circle, Yulee, Nassau County, Florida, GLE has successfully completed the following activities:

1. Phase I Environmental Site Assessment (Phase I ESA) conducted in February 2023;
2. Phase II ESA conducted in May 2023.

During the Phase I ESA, three recognized environmental conditions (RECs) were identified at the subject property. To verify the presence of these RECs, the Phase II ESA was conducted. The results of the Phase II ESA indicated the presence of constituents of concern in the soil, specifically antimony, arsenic, copper, and lead, at concentrations exceeding the respective soil cleanup target levels (SCTLs) set by the Florida Department of Environmental Protection (FDEP), particularly at the former firing range.

Considering the intricate knowledge GLE possesses about the subject site and contaminants involved, we firmly believe that awarding the proposed services to GLE as the sole source is warranted. Our expertise in this specific context will prove invaluable in delineating the extent of soil contamination and facilitating the formulation of a comprehensive scope of work for the remediation process, thereby ensuring effective and efficient resolution.

GLE Associates, Inc.

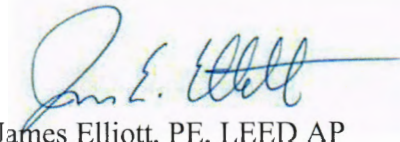
Ms. Idalia Gutierrez
GLE Proposal No.: 23-77655P
July 25, 2023; Page 2

GLE appreciates the opportunity to provide these services to the County. Should you have any questions concerning our proposal, please do not hesitate to contact our office.

Sincerely,
GLE Associates, Inc.



Adam Springer
Senior Project Manager



James Elliott, PE, I.F.F.D AP
VP, Director of North Florida Operations

AMS/JEE/lr

Certificate Of Completion

Envelope Id: 24FFAB3F47DE4A06BBC822E9CF85D425	Status: Completed
Subject: Contract #CM3458 \$3,960.00 Description: Ltd Phase II ESA-50 Bobby Moore Circle-Former Sheriff's Ofc	
Source Envelope:	
Document Pages: 43	Signatures: 16
Certificate Pages: 6	Initials: 48
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Idalia Gutierrez
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	igutierrez@nassaucountyfl.com
	IP Address: 50.238.237.26

Record Tracking

Status: Original	Holder: Idalia Gutierrez	Location: DocuSign
8/4/2023 8:19:44 AM	igutierrez@nassaucountyfl.com	

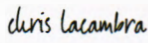
Signer Events

Signer Events	Signature	Timestamp
Doug Podiak dpodiak@nassaucountyfl.com Facilities Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 8/4/2023 8:53:40 AM Viewed: 8/4/2023 9:02:58 AM Signed: 8/4/2023 9:03:36 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: 8/4/2023 9:03:39 AM Viewed: 8/4/2023 9:11:21 AM Signed: 8/4/2023 9:18:46 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: 8/4/2023 9:18:51 AM Viewed: 8/5/2023 5:03:02 PM Signed: 8/5/2023 5:03:10 PM
	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: 8/5/2023 5:03:13 PM Viewed: 8/7/2023 7:50:09 AM Signed: 8/7/2023 7:50:53 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><i>Lanaee Gilmore</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 8/7/2023 7:50:56 AM Viewed: 8/7/2023 2:33:00 PM Signed: 8/7/2023 2:33:10 PM</p>
<p>James Elliott, PE, LEED AP jelliott@gleassociates.com VP, Director of Operations Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 8/7/2023 2:44:46 PM ID: d3218985-ad3d-420e-a573-1f02b27cf40e</p>	<p><i>James Elliott, PE, LEED AP</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 24.129.106.130</p>	<p>Sent: 8/7/2023 2:33:14 PM Viewed: 8/7/2023 2:44:46 PM Signed: 8/8/2023 10:30:58 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><i>AJ</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 8/8/2023 10:31:02 AM Viewed: 8/8/2023 1:57:04 PM Signed: 8/8/2023 1:57:08 PM</p>
<p>Denise C. May dmay@nassaucountyfl.com Assistant County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Denise C. May</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 8/8/2023 1:57:13 PM Viewed: 8/8/2023 1:59:50 PM Signed: 8/8/2023 2:00:05 PM</p>
<p>Taco E. Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Taco E. Pope, AICP</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 8/8/2023 2:00:10 PM Viewed: 8/8/2023 2:06:12 PM Signed: 8/8/2023 2:06:37 PM</p>
<p>Clerk Finance received boccap@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>SB</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 12.23.69.254</p>	<p>Sent: 8/8/2023 2:06:43 PM Viewed: 8/9/2023 8:42:38 AM Signed: 8/9/2023 8:42:53 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 2/4/2021 9:59:11 AM ID: 6238f06a-a4ad-4d45-a7f5-929d04629059</p>		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Clerk Admin clerkservices@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/9/2023 8:42:59 AM
BOCC Procurement bocccprocurement@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/9/2023 8:43:01 AM
Idalia Gutierrez igutierrez@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/9/2023 8:43:05 AM
Jennifer Kirkland jkirkland@nassaucountyfl.com Nassau County BOCC Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/9/2023 8:43:08 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/4/2023 8:53:40 AM
Certified Delivered	Security Checked	8/9/2023 8:42:38 AM
Signing Complete	Security Checked	8/9/2023 8:42:53 AM
Completed	Security Checked	8/9/2023 8:43:08 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.