

BOCC CONTRACT APPROVAL FORM

CONTRACT TRACKING NO.
CM3727

SECTION 1 - GENERAL INFORMATION
 Requesting Department: Grants/OMB Contact Person: Margie Drawdy
 Telephone: (904) 530-6020 Email: mdrawdy@nassaucountyfl.com

SECTION 2 - VENDOR INFORMATION
 Name: Jet Dock Systems, Inc.
 Address: 9601 Corporate Circle
 City: Cleveland State: OH Zip Code: 44125
 Vendor's Administrator Name: Peter A. Nuti Title: Director of Government Sales
 Telephone: (216) 525-7233 Email: pnuti@jetdock.com

SECTION 3 - VENDOR AUTHORIZED SIGNATORY
 Authorized Signatory Name: Peter A. Nuti Title: Director of Government Sales
 Authorized Signatory Email: pnuti@jetdock.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: Nassau County Piggyback Agreement for the Purchase of One (1) Universal 32 Ft Performance Dock
 Short Description of Product(s)/Service(s) Being Requested: configure and assemble 32 ft Performance Dock
(GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.)
 Procured Method: Quotes ITB RFP RFQ Piggyback Exemption Sole Source Single Source
 Other: _____
 Amount of Initial Contract Term: \$44,467.37
 Amount of Renewal Options (if applicable): Year 1: _____ Year 2: _____
 Year 3: _____ Year 4: _____
 Total Amount of Contract (Initial Term + Renewal Options): \$44,467.37 (Estimate if necessary)
 Account Number: 01005521-564002-PRT
 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: w. USL&H
Risk Manager Initials: MP

SECTION 6 - AMENDMENT INFORMATION
 Contract Tracking No: _____ Amendment No: _____
 Type of Amendment: Renewal Time Extension with Increase Time Only Extension Additional Scope
 Supplemental Agreement Other: _____
 Contract Amount with Previous Amendments: _____ Amount of this Amendment: _____
 New Contract Amount including this Amendment: _____
 Account Code Change From: _____ To: _____
 County Authorized Signatory: BOCC Chairman County Manager
(IDENTIFY WHO WILL SIGN AMENDMENT ON BEHALF OF BOCC)

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

- | | |
|--|--|
| 1. <u>Chris Lacambra</u> <u>7/31/2024</u>
Department Head/Contract Manager Date | 3. <u>Janice Belmont</u> <u>7/31/2024</u>
Procurement Date
<i>(Signature required only if procurement related)</i> |
| 2. <u>Chris Lacambra</u> <u>7/31/2024</u>
Office of Mgmt. & Budget Date | 4. <u>Denise C. May, Esq., BLS</u> <u>8/1/2024</u> EM
County Attorney Date |

COUNTY MANAGER - FINAL SIGNATURE APPROVAL


 County Manager Date 8/1/2024

Contract Tracking No. CM3727

**NASSAU COUNTY PIGGYBACK AGREEMENT FOR THE PURCHASE OF ONE (1)
UNIVERSAL 32 FT PERFORMANCE DOCK**

THIS NASSAU COUNTY PIGGYBACK AGREEMENT (hereinafter “Agreement”) is by and between the **NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**, hereinafter called “County” and **JET DOCK SYSTEMS, INC.**, hereinafter called “Vendor”.

WHEREAS, the County requires the following goods and services: one (1) Universal 32 ft Performance Dock and related equipment; and

WHEREAS, the Vendor has previously entered into a Contract with the General Services Administration cooperative pricing under contract number 47QSWA24D000G (hereinafter “Lead Contracting Agency”), pursuant to a formal competitive procurement process for the same goods and services (hereinafter “Original Contract”), a copy of which is attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS Section 1-141(d)(3) of the Nassau County Code of Ordinances, Purchasing Policy, allows for piggybacking for the same goods or services; and

WHEREAS, the County desires to access the Original Contract with the Vendor for the acquisition of said goods and services in accordance with the terms of the Exhibit “A”.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein 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 Agreement:

**Exhibit “A” ORIGINAL CONTRACT WITH LEAD CONTRACTING AGENCY
FOUND AT**

[https://www.gsaelibrary.gsa.gov/ElibMain/contractClauses.do?scheduleNumber=MAS&contractNumber=47QSWA24D000G&contractorName=JET+DOCK+SYSTEMS+INC&duns=WHCKALWAP265&source=ci&view=clauses,](https://www.gsaelibrary.gsa.gov/ElibMain/contractClauses.do?scheduleNumber=MAS&contractNumber=47QSWA24D000G&contractorName=JET+DOCK+SYSTEMS+INC&duns=WHCKALWAP265&source=ci&view=clauses)

Contract Tracking No. CM3727

LAST VISITED ON FEBRUARY 23, 2024, A COPY IS ON FILE WITH THE
NASSAU COUNTY PROCUREMENT DEPARTMENT

Exhibit “B” VENDOR’S QUOTE

Exhibit “C” INSURANCE REQUIREMENTS

Exhibit “D” FEDERAL REQUIREMENTS

SECTION 3. Prices, Parties and Additional Terms and Conditions.

3.1 The Vendor shall be compensated in an amount not to exceed Forty-Four Thousand, Four Hundred Sixty-Seven Dollars and 37/100 (\$44,467.37) in accordance with Vendor’s Quote attached hereto and incorporated herein as Exhibit “B.” The Vendor’s Quote shall reflect the pricing under the same terms and conditions as contained in Exhibit “A” or lower if needed but, cannot exceed the pricing listed in Exhibit “A”.

3.2 All references to the Lead Contracting Agency in Exhibit “A” shall for the purpose of this Agreement be replaced with the words of “Nassau County” or “County”.

3.3 Any additional terms or conditions not set forth in this Agreement or any attachments whether submitted purposely or inadvertently, shall have no force or effect. In the event of any conflict between the terms of this Agreement and the terms of the Original Contract or any attachments or exhibits to this Agreement, the terms of this Agreement shall prevail.

SECTION 4. Term of Agreement and Option to Extend or Renew.

4.1 Notwithstanding any other provision of the Original Contract to the contrary, the term of this Agreement shall begin upon the date fully executed and end on February 12, 2026. The County Manager is hereby authorized to execute any Agreement renewal, amendment and/or modification upon approval by the County Attorney’s Office. Any extension or amendment to this Agreement shall be subject to availability of funds of the County.

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

SECTION 5. Termination for Default.

5.1 If the Vendor fails to perform any of its obligations under this Agreement, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given

Contract Tracking No. CM3727

in writing by the County to the Vendor, then the County may, without prejudice to any right or remedy the County may have, terminate this Agreement.

5.2 Upon termination of this Agreement, the Vendor 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 6. Termination for Convenience.

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

SECTION 7. Public Records.

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

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the

Contract Tracking No. CM3727

public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the Agreement if the Vendor does not transfer the records to the public agency.
- d. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the County.
- e. A request to inspect or copy public records relating to a Nassau County Agreement must be made directly to the Nassau County Custodian of Public Records. If Nassau County does not possess the requested records due to the Vendor maintaining the public records, then Nassau County shall immediately notify the Vendor of the request for records. The Vendor must provide the records to Nassau County or allow the records to be inspected or copied within a reasonable time. If the Vendor does not comply with Nassau County's request for records, Nassau County shall be entitled to enforce the Agreement provisions herein for failure to comply with the terms of the Agreement. Any Vendor which fails to provide public records to Nassau County within a reasonable time may also be subject to penalties as provided under Section 119.10, Florida Statutes, including punishment by fine or may be guilty of committing a misdemeanor of the first degree for any willful and knowing violation.

Contract Tracking No. CM3727

elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the Vendor's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to the Vendor's designation of material as exempt from public disclosure.

SECTION 8. E-Verify.

8.1 The Vendor 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 Vendor during the term of this Agreement to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the work (under this Agreement), the Vendor 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.

8.2 The Vendor 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 Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor shall provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the Agreement.

8.3 Compliance with the terms of the E-Verify program provision is made an express condition of this Agreement and the County may treat a failure to comply as a material breach of the Agreement. If the County terminates the Agreement pursuant to Section 448.095(2)(c), Florida Statutes, the Vendor may not be awarded a public contract for at least one (1) year after

Contract Tracking No. CM3727

the date on which the Agreement was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of this Agreement.

SECTION 9. Prompt Payment Act.

9.1 All payments shall be made in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

SECTION 10. Indemnity.

10.1 The Vendor 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 Vendor or any persons employed or utilized by the Vendor, in the performance of this Contract. The Vendor 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 Vendor's performance under this Contract.

SECTION 11. Notices.

11.1 All notices to the County under this Agreement shall be deemed served if sent in a manner requiring signed receipt of delivery, such as Federal Express, or if mailed, Registered or Certified Mail, return receipt requested as follows:

Point of Contact: Chris Lacambra
Director of Office of Management and Budget
Address: 96135 Nassau Place, Suite 2
Yulee, Florida 32097
Telephone Number: 904-530-6010
E-mail Address: clacambra@nassaucountyfl.com

SECTION 12. Fiscal Funding.

12.1 This Agreement is subject to the availability of the County funding for each item and obligation and may be terminated without liability, penalty, or further obligation other than payment of fees then due and owing.

SECTION 13. Indemnification.

13.1 The Vendor 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

Contract Tracking No. CM3727

wrongful conduct of the Vendor or any persons employed or utilized by the Vendor, in the performance of this Agreement. The Vendor 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 Vendor's performance under this Agreement.

SECTION 14. Insurance.

14.1 The Vendor shall provide and maintain at all times during the term of this Agreement, 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 "C". The policy limits required are to be considered minimum amounts.

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

SECTION 15. Independent Vendor Status.

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

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

SECTION 16. Taxes, Liens, Licenses and Permits.

16.1 The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement. As such,

Contract Tracking No. CM3727

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

16.2 The Vendor shall secure and maintain all licenses and permits required to perform the services under this Agreement 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 Agreement, and to meet all federal, state, county and municipal laws, ordinances, policies, and rules.

16.3 The Vendor 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 Vendor shall include notice of such exemptions in any subcontracts and purchase orders issued under this Agreement.

SECTION 17. Assignment.

17.1 The Vendor shall not assign, sublet, convey, or transfer its interest in this Agreement without the prior written consent of the County.

SECTION 18. Compliance with Laws.

18.1 The Vendor agrees to comply with all applicable federal, state, and local laws, rules and regulations during the term of this Agreement. Moreover, Vendor shall comply with the federal requirements provided in Exhibit "D" and incorporated herein.

SECTION 19. Governing Law and Venue.

19.1 This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida with Venue for any action brought in Nassau County, Florida.

SECTION 20. Severability.

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

(Remainder of page left intentionally blank.)

Contract Tracking No. CM3727

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

NASSAU COUNTY, FLORIDA



By: Taco E. Pope, AICP

Its: Designee 8/1/2024

Date: _____

Approved as to form and legality by the
Nassau County Attorney

Denise C. May, Esq., BLS

DENISE C. MAY

JET DOCK SYSTEMS, INC.



By: Peter A. Nuti

Its: Director of Government Sales

Address: 9601 Corporate Circle

Cleveland, OH 44125

Date: 7/31/2024

Customer Site & Craft Specifications Checklist

Customer Name: Nassau County Sheriff FL

Craft Information:

Make	Model	Year	Craft Type	Length	Beam	Weight	Bottom Paint	Obstruction	Over 30 HP
Donzi	ZF	2005	Out Board	29.00	9.00 ft	9000	No	Yes - See Notes	Yes
Silver Ships	AM900	2022	Out Board	28'9"	10'	14,000	No	No	Yes
Sea Chaser	HFC	2022	Out Board	27.00	9'6"	8200	No	Yes - See Notes	Yes

- **FOR ALL ORDERS BEING INSTALLED BY JDSI, CUSTOMER AND OPERATIONALCRAFT MUST BE AVAILABLE**
- **JDSI WILL PERFORM SYSTEM TRAINING IMMEDIATELY FOLLOWING INSTALLATION COMPLETION; TO BE ½ DAY PER 2 BOAT DOCKING SYSTEM**

Scheduling Point of Contact:

Primary:
Secondary:

Work Hours JDSI Permitted to Work On-Site:

Monday thru Friday -
Saturday and Sunday -

On-Site Point of Contact:

Primary:
Secondary:

Work Hours Customer Staff to be Available for Assistance and/or Training:

Monday thru Friday -
Saturday and Sunday -

JDSI Clearance/Authorization to Obtain Site Access:

Existing Customer Dock or Seawall (A):

Structure Jet Dock will attach to: Wood
Existing structure material: Floating
Attach Tide Manager Bracket to (B): Floating Dock

Additional Site Information for PSAP

Electric available at site: Yes - < 10 Ft
Voltage: 110 Volts
Amps: 20 Amps
Water available at site:
Boat Ramp to launch dock? 20 Amps
Distance to Boat Ramp:
Tow provided to site:
Crane Provided:
Assistance Provided:

Site Measurements:

Standard Water/Tidal Fluctuation: 3 - 5 ft
Extreme Water/Tidal Fluctuation:
Water Depth at High Water at Bow of Jet Dock (C): 3 - 5Ft.
Water Depth at Low Water at Stern of Jet Dock (E): Over 6Ft.
Height above High Water to Connection Point (D):>9 IN (Fend-off & Photos Required)

Alternate launch/off load location if needed:

TRAVEL LIFT ON SITE

Site Conditions:

Max. Wave/Wake/Surge Action: 0 - 1Ft. 0 - 10% of the time
(Customer is aware that wave conditions over 3 ft are excessive and damage to dock and/or craft are more likely and accepts responsibility)
Seafloor Composition (F): Mud, Sand
Does water ever go above Connection Point (B)?: No

Items to Discuss with Customer:

System:

- Winch System
- Winch Launch System
- Buoyancy Beam
- Mooring

Dock Operation:

- Was Drive-on Discussed?
- Was Launch Discussed?

Maintenance:

- Winch Maintenance
- Line Maintenance
- Keeping the Jet Dock Clean

Customer Signature _____
I certify that the above information is correct

Date _____

**Terms and Conditions between Jet Dock Systems, Inc or Dealer (“Us” or “We”) and Customer “You”
regarding the Jet Dock floating drive-on docking system (the “Jet Dock” or “Dock”):**

1. **Safe and Proper Operation:** You are responsible for the safe and proper operation of the Jet Dock, and will provide instruction (including a copy of the Instructions) for operation by others. You are solely responsible to determine the feasibility and safety of dry-docking the craft by “driving-on”. You may have to shift your weight back during a pwc drive-on to ascend the tracking cube. In rare instances, a boat’s bow eye may need to be removed. All riders and craft are different as to acceleration, size, weight, etc. Practice is essential. Bottom painted or fouled hulls must be sanded smooth.
2. **Idle Approach/Safety Pause:** You agree to: a) approach the Jet Dock at 2 mph or less; b) never drive-on while a person is standing on the Jet Dock; and c) perform a “Safety Pause” within the first third of the stern of the Jet Dock before attempting to drive-on.
3. **Determination of Safe Drive-on:** If safe and proper drive-on is not feasible due to operator capability, weather conditions, craft operation, etc., You agree not to drive-on. You will exercise caution when launching craft and acknowledge that launching requires physical aptitude and dexterity. You agree to launch the craft only if you possess such abilities, and assume all responsibility therefore, and are responsible to determine such ability in others. You agree to read and follow launch instructions in Owner’s Manual and all related supplements and video. Customer must maintain all decals and contact Jet Dock for replacements as needed.
4. **Damage to Craft:** We cannot supervise the operation of your craft in the waterways, during trailering or while driving on the Jet Dock. We also cannot control inconsistencies and inadequacies of watercraft hull integrity, or the effects that wind or wave action may have on the Jet Dock or craft. Therefore, you agree that we are not responsible for abrasions, damage or chipping to craft due to improper operation, failure to keep the Jet Dock clean of dirt, sand, salt deposits or debris, or for any other reason, nor for any superficial scratches or marks of any kind.
5. **Night Storage Position:** You agree to pull up and secure the craft into the “Night Storage Position” and to regularly confirm that the stern of the craft is above contact with the water. We are not responsible for marine growth or corrosion that may occur to craft by improper storage or failure to inspect the stern for marine exposure. A secondary tension relief line may be necessary to secure craft depending upon site conditions.
6. **Safe Mooring:** You are solely responsible for the safe mooring of the Jet Dock, including the Tide Manager™ System, and agree to frequently secure, maintain, inspect or repair the mooring. For Stand-Alone Mooring Systems, we will provide guidelines for maximum water depth and sea-floor penetration. However, due to different sea-floor compositions, fluctuating water levels, waves, and changing watercraft applications, you remain solely responsible for Stand-Alone moorings.
7. **Sound Mooring Structure:** You are solely responsible to verify the structural integrity of the structure to which the Jet Dock mooring is attached. Your structure will be exposed to substantial forces during drive-on, and must exhibit sufficient structural integrity to withstand these forces. You agree to choose and maintain structures which possess sufficient structural integrity to sustain the combined mass of the Dock, craft on the Dock, craft tied about the perimeter of the Dock, craft driving on the Dock, and/or any combination thereof. Failure to select, inspect and/or maintain the appropriate mooring structure can result in sudden failure of equipment, property damage and/or serious injury or death.
8. **Improper Use:** The Jet Dock and Tide Manager™ are intended for the original specified craft(s) only. Driving-on larger, heavier or otherwise unsuitable craft may cause damage to the Jet Dock, mooring or craft itself. Consult us for modification suggestions. We are not responsible for damage to craft or the Jet Dock or other property or injury or death to you or others by the use of any Jet Dock which has been altered, redesigned, abused or misused by you or others.
9. **Ice:** Ice will not normally harm the Jet Dock when the Jet Dock can rest freely away from obstructions. However; moving ice may damage or tear away the Jet Dock. When in question, store the Jet Dock on land during winter. Ice may also damage or destroy rigid moorings like the Tide Manager. It is recommended that craft and rigid moorings be removed and safely stored on land from any Jet Dock that is intended to be iced in.
10. **Footwear:** The Jet Dock drive-on systems may become hot when exposed to the sun. Footwear must be worn. Avoid skin contact with drive-on systems.
11. **Traverse with Caution:** The Jet Dock is engineered with openings, cradles, ramps, flex points, perimeters and multi-level fluctuation. You agree to use caution and to wear an approved Personal Floatation Device at all times while on the Jet Dock and agree to require the same of others.
12. **Fueling on or from the Jet Dock material:** Fueling and/or working with flammable materials on or from the Jet Dock is not recommended and the customer assumes all risks.
13. **Regulations / Insurances:** You are responsible to obtain the required permits, variances, registrations and/or approvals for the Jet Dock, if any, and agree to comply with all regulations. We carry insurances which are normal and customary in the industry. You will be responsible for costs associated with excess premiums for any insurances which you require of us which are beyond the standard limits that are currently in effect.
14. **Handling on Land/ Non-buoyant Cubes:** The Jet Dock has its greatest structural integrity while in the water. You are responsible for any damage to the Jet Dock while launching, removing, dragging, bending or stacking of the Jet Dock when out of the water. The tracking cubes, ballast cubes, winch cubes, and keel deflection cubes are pre-drilled and are not intended to provide buoyancy.
15. **Wind, Waves, etc:** We are not responsible for damage to the Jet Dock, mooring or craft due to winds, waves, wakes, high, low or no-water conditions, etc. You should remove and land-store craft and spring-tie the Jet Dock freely, or remove them from the water when such conditions are imminent.
16. **Warranty:** The Jet Dock is sold upon the standard Warranty and subject to the limitations and exclusions specified thereon. You acknowledge receipt of the Warranty, Owners Manual, Product Video, and the Assembly and Installation Instructions. You agree to allow us to use photographs of the installation for literature and publication.
17. **Returns:** Orders canceled or reduced before departing either the Dealer’s or the factory’s facility shall be subject to a 15% order adjustment fee plus full cost of all non-stock items. Once departed from the facility, all “authorized” returns shall be subject to a 25% restocking fee, freight/delivery cost to be borne by you. Contact Dealer for returns procedure. Items which CANNOT be authorized for return: used items, items placed in the water, items which you have had for 30 days or more, “custom” made orders or non-stock items, air-assisted systems, and items which have been damaged by a freight company and said damage was not noted on the freight bill. Coordination with the freight company, off-loading and movement of shipped Docks are your responsibility. Docks shipped to you immediately become the responsibility of and owned by you and cannot be refused or returned without triggering this Returns provision.
18. **Checklist; Site Conditions.** You certify that the information contained in the Customer Site and Craft Specifications Checklist is accurate. You are aware of the dimensions of the Jet Dock system and confirm that the system will fit in the intended mooring location completely unobstructed as to: a) the moored position of the Jet Dock, b) the drive-on of the craft with sufficient ingress, and c) the launch of the craft with sufficient egress. You are responsible for costs, damages and/or cancellation charges associated with inaccurate Checklist information or site incompatibility, and/or unavailable or inoperable watercraft, personnel or equipment as agreed. Customer agrees to be available any time during the stated installation time frame with 72 hrs notice, if not, installation timing at dealer discretion. You also hold us harmless for any damage caused in connection with moving watercraft, docks or any other objects necessary to perform your Contract.
19. **Whole Agreement / Governing Law.** You agree that this written contract constitutes the entire agreement between the parties and that no other verbal representations, conditions or warranties were made by us, nor any conflicting statements in literature, the website, Owner’s Manual etc., are being relied upon by you. This Agreement shall be governed by and construed under the domestic laws of the State of Ohio, non-exclusive of its conflict or choice of law rules that would otherwise be applicable. The state or federal courts in Cleveland, Ohio shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement.

JET DOCK® is a trademark of Jet Dock Systems, Incorporated.

X

I have read and agree the Terms and Conditions of this Contract

JET DOCK® **Your Ticket To Ride™**

EXHIBIT "C"

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
(USL&H)

This additional coverage will be required for all vendors engaging in projects that are on, in or around navigable U.S. waters, such as marine construction, dock repair, etc.

The 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:

Part One – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and Part Two – Employer's Liability Insurance Bodily Injury By Accident \$1,000,000 Each Accident Bodily Injury By Disease \$1,000,000 Policy Limit Bodily Injury By Disease \$1,000,000 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

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.

FEDERAL PROVISIONS
FEDERAL PROVISIONS

All recipients of federally funded grants or use federal assistance to support procurements must comply with the applicable provisions of the Federal procurement standards 2 CFR pt. 200. As result, firms awarded federally funded contracts by Nassau County must comply with the following contract provisions set forth herein, unless a particular award term or condition specifically indicates otherwise. These terms and conditions are hereby incorporated into any resulting contract.

Definition

Firm means any company, corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, governmental body or similar legal entity.

Age Discrimination Act of 1975

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Americans with Disabilities Act of 1990

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101– 12213).

Byrd Anti-Lobbying Amendment

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Suppliers, contractors, subcontractors, consultants, and sub-consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Civil Rights Act of 1964 – Title VI

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be

FEDERAL PROVISIONS

denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Civil Rights Act of 1968

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Title VIII of the *Civil Rights Act of 1968*, which prohibits discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201).

Clean Air Act and Federal Water Pollution Control Act (Clean Water Act)

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—when contract amounts exceed \$150,000 and agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

Contract Work Hours and Safety Standards Act

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the *Contract Work Hours and Safety Standards Act* (40 U.S.C. 3701–3708) and where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Copeland “Anti-Kickback” Act

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

FEDERAL PROVISIONS

Davis-Bacon Act

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with *Davis-Bacon Act*, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

Debarment and Suspension

All suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Drug-Free Workplace Regulations

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires agreement to maintain a drug-free workplace.

Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

Energy Policy and Conservation Act

All Suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Fly America Act of 1974

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

FEDERAL PROVISIONS

Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, all suppliers, contractors, subcontractors, consultants, and sub-consultants must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225.

Limited English Proficiency (*Civil Rights Act of 1964*, Title VI)

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires taking reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.

Patents and Intellectual Property Rights

Unless otherwise provided by law, suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All suppliers, contractors, and subcontractors, consultants, sub-consultants are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Procurement of Recovered Materials

All suppliers, contractors, and subcontractors, consultants, sub-consultants must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Terrorist Financing

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.

Trafficking Victims Protection Act of 2000

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR

FEDERAL PROVISIONS

§ 175.15, the full text of which is incorporated here by reference in the standard terms and conditions for federally-funded procurements.

Rehabilitation Act of 1973

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Universal Identifier and System of Award Management (SAM)

All suppliers, contractors, subcontractors, consultants, and sub-consultants are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.

USA Patriot Act of 2001

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Whistleblower Protection Act

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Termination Provisions

Nassau County may terminate any resulting contract should the Contractor fail to abide by its requirements.

Legal Remedies Provisions

In instances where the Contractor violates or breaches contract terms the County shall use such sanctions and penalties as may be appropriate.

Conflict of Interest Provisions

Interest of Members, Officers, or Employees of the Recipient Members of Local Governing Body or Other Public Officials. No member officer or employee of the recipient or its agent no member of the governing body of the locality in which the program is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter shall have any financial interest direct or indirect in

FEDERAL PROVISIONS

any contract or subcontract or the proceeds under this agreement. Immediate family members of said member's officers, employees and officials similarly barred from having any financial interest in the program. The recipient shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.

Access to Records and Record Retainage

In general all official project records and documents must be maintained during the operation of this project and for a period of five years following close out.

Nassau County, the comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents papers and records of the of the Administering Agency which are pertinent to the execution of the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

Domestic Procurement Preference.

As appropriate and to the extent consistent with law, Nassau County Contractor should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products)." For purposes of this clause, (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) "manufactured products" means items and construction materials composed in whole or in part of nonferrous materials such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Telecommunications Huawei / ZTE Ban

2 C.F.R. 200.216 prohibits non-federal entities receiving federal grant funds from entering into a contract (or extend or renew a contract) to procure or obtain equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from the Chinese manufacturers Huawei and ZTE.

Certificate Of Completion

Envelope Id: 9859A451E63141F28BB6F9E7B39307C4	Status: Completed
Subject: JET DOCK SYSTEMS-PIGGYBACK-CM3727 \$44,467.37	
Source Envelope:	
Document Pages: 24	Signatures: 12
Certificate Pages: 6	Initials: 3
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Margie Drawdy
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	mdrawdy@nassaucountyfl.com
	IP Address: 50.238.237.26

Record Tracking

Status: Original	Holder: Margie Drawdy	Location: DocuSign
7/31/2024 3:52:37 PM	mdrawdy@nassaucountyfl.com	

Signer Events

Signature	Timestamp
chris lacambra	Sent: 7/31/2024 4:09:45 PM
clacambra@nassaucountyfl.com	Resent: 7/31/2024 4:26:07 PM
OMB Director	Viewed: 7/31/2024 4:26:56 PM
Nassau County BOCC	Signed: 7/31/2024 4:27:20 PM
Security Level: Email, Account Authentication (None)	
Signature Adoption: Pre-selected Style	
Using IP Address: 50.238.237.26	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

chris lacambra	Sent: 7/31/2024 4:29:53 PM
clacambra@nassaucountyfl.com	Resent: 7/31/2024 4:30:09 PM
OMB Director	Viewed: 7/31/2024 4:36:13 PM
Nassau County BOCC	Signed: 7/31/2024 4:36:20 PM
Security Level: Email, Account Authentication (None)	
Signature Adoption: Pre-selected Style	
Using IP Address: 50.238.237.26	





Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Michelle Proctor	Sent: 7/31/2024 4:36:22 PM
mproctor@nassaucountyfl.com	Viewed: 7/31/2024 4:38:23 PM
Risk Manager	Signed: 7/31/2024 4:39:24 PM
Security Level: Email, Account Authentication (None)	
Signature Adoption: Pre-selected Style	
Using IP Address: 50.238.237.26	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lanaee Gilmore	Sent: 7/31/2024 4:39:27 PM
lgilmore@nassaucountyfl.com	Viewed: 7/31/2024 4:50:18 PM
Procurement Director	Signed: 7/31/2024 4:50:33 PM
Nassau County BOCC	
Security Level: Email, Account Authentication (None)	
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>Pete Nuti pnuti@jetdock.com Security Level: Email, Account Authentication (None)</p>	 Signature Adoption: Uploaded Signature Image Using IP Address: 75.118.118.56	<p>Sent: 7/31/2024 4:50:36 PM Viewed: 7/31/2024 5:47:20 PM Signed: 7/31/2024 5:49:37 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 7/31/2024 5:47:20 PM ID: ba22f220-3515-4b17-8520-f8742f5e7118</p>		
<p>Elizabeth Moore emoore@nassaucountyfl.com Assistant County Attorney Nassau County Security Level: Email, Account Authentication (None)</p>	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	<p>Sent: 7/31/2024 5:49:40 PM Viewed: 8/1/2024 1:35:08 PM Signed: 8/1/2024 1:36:13 PM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Denise C. May, Esq., BCS dmay@nassaucountyfl.com County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)</p>	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	<p>Sent: 8/1/2024 1:36:16 PM Viewed: 8/1/2024 1:46:32 PM Signed: 8/1/2024 1:46:38 PM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Taco Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)</p>	 Signature Adoption: Drawn on Device Using IP Address: 50.238.237.26	<p>Sent: 8/1/2024 1:46:41 PM Viewed: 8/1/2024 1:47:17 PM Signed: 8/1/2024 1:47:24 PM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>BOCC AP boccap@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None)</p>	 Signature Adoption: Uploaded Signature Image Using IP Address: 12.23.69.254	<p>Sent: 8/1/2024 1:47:27 PM Viewed: 8/2/2024 10:05:33 AM Signed: 8/2/2024 10:05:41 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 Services BOCCClerkServices@nassauclerk.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/2/2024 10:05:46 AM

Procurement procurement@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/2/2024 10:05:47 AM
---	---------------	----------------------------

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

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

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/31/2024 4:09:45 PM
Envelope Updated	Security Checked	7/31/2024 4:25:42 PM
Envelope Updated	Security Checked	7/31/2024 4:29:53 PM
Certified Delivered	Security Checked	8/2/2024 10:05:33 AM
Signing Complete	Security Checked	8/2/2024 10:05:41 AM
Completed	Security Checked	8/2/2024 10:05:47 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.