

SECTION 00 63 63

CS-23-531

CHANGE ORDER REQUEST FORM

PROJECT Nassau Crossing Park Site Lighting & Installation Services No. 01

DATE OF ISSUANCE 8/27/2024 EFFECTIVE DATE 8/27/2024

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

COUNTY Contract No.: CM 3605

CONTRACTOR- J Williams Industrial Group, Inc. ENGINEER / ARCHITECT- Robert Companion

Description of changes:

Due to the topography, a change to the base type for the 12 poles on the back side of the retention pond is needed. Details of items needed and additional work itemized in estimate E-23-530-MS. Also, work to uncover buried handholds is required due to sodding being placed over those items.

Attachments: (List documents supporting change) Estimate E-23-530-MS

<p>CHANGE IN CONTRACT PRICE:</p> <p>Original Contract Price</p> <p>\$ 498,914.00</p>	<p>CHANGE IN CONTRACT TIMES:</p> <p>Original Contract Times</p> <p>Substantial Completion: 200 / (3/6/24 - 9/22/24) (days and dates)</p> <p>Ready for Final Payment: _____ (days and dates)</p>
<p>Net change from previous Change Orders No. ___ to No. ___</p> <p>\$ _____</p>	<p>Net change from previous Change Orders No. ___ to No. ___</p> <p>N/A (days)</p>
<p>Contract Price prior to this Change Order</p> <p>\$ 498,914.00</p>	<p>Contract Times Prior to This Change Order</p> <p>Substantial Completion: 200 / (3/6/24 - 9/22/24) (days and dates)</p> <p>Ready for Final Payment: _____ (days and dates)</p>
<p>Net Increase (decrease) of this Change Order</p> <p>\$ 69,835.00</p>	<p>Net Increase (decrease) of this Change Order</p> <p>180 (days)</p>
<p>Contract Price with all approved Change Orders</p> <p>\$ 568,749.00</p>	<p>Contract Times with all approved Change Orders</p> <p>Substantial Completion: 380 / (3/6/24-3/21/25) (days and dates)</p> <p>Ready for Final Payment: _____ (days and dates)</p>

RECOMMENDED:
By: Robert Companion
Engineer/Architect (Authorized Signature)
Date: 8/27/2024

APPROVED:
By: Doug Podiak
COUNTY (Authorized Signature)
Date: 8/28/2024

ACCEPTED:
By: John Williams III
Contractor (Authorized Signature)
Date: 9/3/2024

CHANGE ORDER APPROVAL FORM

PROJECT: Nassau Crossing Site Lighting and Installation Services C0088

CHANGE ORDER NUMBER: 01

DATE: 9/3/2024

CONTRACT NUMBER: CM3605

PURCHASE ORDER NUMBER (IF APPLICABLE): 24000308

TO CONTRACTOR: J Williams Industrial Group, Inc.

Description:

1. Engineer and supply concrete pole bases for (12) light pole bases for fixtures on concrete walk path behind the pond.
2. Remove soil to make flat spot for poles to set on the berm.
3. Auger and set pole bases in locations as shown on the photometrics drawings.
4. Provide dry backfill and stone as required by engineer under pole bases.
5. Provide ¾ plywood to protect sidewalk from equipment while setting bases and poles.
6. Labor to locate, dig up and raise hand hole boxes associated with light poles around soccer field that were covered by sod and fill dirt.

Reason for Change Order: Due to the topography, a change to the base type for the 12 poles on the back side of the retention pond is needed. Details of items needed, and additional work itemized in estimate E-23-530-MS. Also, work to uncover buried handholds is required due to sodding being placed over those items.

Original Contract Sum.....	\$	<u>498,914.00</u>
Net Change by Previous Change Order/Supplemental Agreement.	\$	<u>0</u>
Contract Sum Prior to This Change Order.....	\$	<u>498,914.00</u>
 Amount of this Change Order (Add).....	 \$	 <u>69,835.00</u>
 New Contract Sum Including this Change Order.....	 \$	 <u>568,749.00</u>

The Contract Time will be increased		180 days
Previous Substantial Completion: 200 days	Previous Final Completion:	_____
New Substantial Completion: 380 days	New Final Completion:	_____

APPROVED BY: <u>Doug Podiak</u>	DATE: <u>9/20/2024</u>
Department Head/Managing Agent	

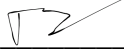
APPROVED BY: <u>Chris Lacambra</u>	DATE: <u>9/20/2024</u> <u>9/20/2024</u>
Procurement	

APPROVED BY: *Anissa Belmonte*
Office of Management and Budget

DATE: 9/23/2024

APPROVED BY: *Denise L. May, Esq., BLS* *EM*
County Attorney 9/24/2024

DATE: 9/24/2024

APPROVED BY: 
County Manager

DATE: 9/24/2024

APPROVED BY: N/A
Chairman

DATE: _____

ATTEST: N/A
John A. Crawford, Clerk of Courts

DATE: _____

Account No(s). 68075572-563710 C0088; 6I008572-563710 C0088; 6I153572-563710 C0088



J. Williams Industrial Group, Inc. 
16114 N. Main Street 
Jacksonville, Florida 32218
904-683-2083 
904-619-9175 
www.jwilliamsindustrial.com 

Attn: Jay Robertson

Nassau County Parks and Recreation
45195 Musslewhite Rd
Callahan, FL 32011

Re: Nassau Crossing Park Lighting – CO#1 Covered boxes soccer field

Estimate Number: E-23-530-MS

Thank you for giving J Williams Industrial Group, Inc the opportunity to bid on this project.

Total: \$2,853

Scope of Work:

J. Williams Industrial Group, Inc. will provide:

1. Labor to locate, dig up and raise hand hole boxes associated with light poles around soccer field that were covered by sod and fill dirt.

Clarifications:

1. Does not include premium time and holidays.

Price is based on a mutually agreeable modified contract, terms and conditions. This scope letter must be a part of any resultant contract. Please provide a copy of the Prime Contract for us to understand terms and conditions set forth in the Owner's Agreement.

Proposal valid for 30 days only
Working hours: 7:00 am thru 3:30 pm
Payment Terms: Net 30 Days

J. Williams Industrial Group, Inc payment terms are not contingent upon how customer is paid by others.

Again, we at J Williams Industrial Group, Inc would like to thank you for the opportunity to bid on this project. We believe that our quality of work will serve all your construction needs. We look forward to bidding on your projects.

A handwritten signature in black ink, appearing to read 'MS'.

Mike Smith
Sr. Project Manager
Mike.Smith@Jwilliamsindustrial.com
Mobile 904-523-5210



J. Williams Industrial Group, Inc. 
16114 N. Main Street 
Jacksonville, Florida 32218
904-683-2083 
904-619-9175 
www.jwilliamsindustrial.com 

Attn: Jay Robertson

Nassau County Parks and Recreation
45195 Musslewhite Rd
Callahan, FL 32011

Re: Nassau Crossing Park Lighting – CO#2 Pole bases behind pond

Estimate Number: E-23-530-MS

Thank you for giving J Williams Industrial Group, Inc the opportunity to bid on this project.

Total: \$66,982

Scope of Work:

J. Williams Industrial Group, Inc. will provide:

1. Engineer and supply concrete pole bases for (12) light pole bases for fixtures on concrete walk path behind the pond.
2. Remove soil to make flat spot for poles to set on the berm.
3. Auger and set pole bases in locations as shown on the photometrics drawings.
4. Provide dry backfill and stone as required by engineer under pole bases.
5. Provide ¾ plywood to protect sidewalk form equipment while setting bases and poles.

Clarifications:

1. Does not include premium time and holidays.
2. If needed concrete repairs maybe an additional cost.
3. Lead time on pole bases could be as long as 6-8 weeks. An extension of original contract would be needed.

Price is based on a mutually agreeable modified contract, terms and conditions. This scope letter must be a part of any resultant contract. Please provide a copy of the Prime Contract for us to understand terms and conditions set forth in the Owner's Agreement.

Proposal valid for 30 days only
Working hours: 7:00 am thru 3:30 pm
Payment Terms: Net 30 Days

J. Williams Industrial Group, Inc payment terms are not contingent upon how customer is paid by others.

Again, we at J Williams Industrial Group, Inc would like to thank you for the opportunity to bid on this project. We believe that our quality of work will serve all your construction needs. We look forward to bidding on your projects.

A handwritten signature in black ink, appearing to read 'MS'.

Mike Smith
Sr. Project Manager
Mike.Smith@Jwilliamsindustrial.com
Mobile 904-523-5210

BOND NUMBER 18L006245



AIA DOCUMENT A312-2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

J. Williams Industrial Group, Inc.
16114 N. Main Street
Jacksonville, FL 32218

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER:

(Name, legal status and address)

Nassau County Board of County Commissioners
76347 Veterans Way, Suite 1010
Yulee, FL 32097

CONSTRUCTION CONTRACT

Date: February 26, 2024

Amount: \$498,914.00

Description: *(Name and Location)*

Nassau Crossing Park Site Lighting & Installation Services
77500 William Burgess Blvd., Yulee, FL 32097

BOND

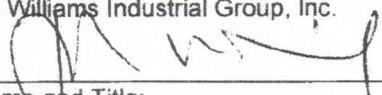
Date: April 9, 2024

Amount: \$498,914.00

Modifications to this Bond: None See Section 18

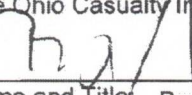
CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
J. Williams Industrial Group, Inc.

X: 
Name and Title:

SURETY

Company: *(Corporate Seal)*
The Ohio Casualty Insurance Company

X: 
Name and Title: Benjamin K. Powell
Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY—Name, Address and telephone

AGENT or BROKER:

Cecil W. Powell & Company
219 N. Newnan Street
Jacksonville, FL 32202
(904)353-3181

OWNER'S REPRESENTATIVE:

(Architect, Engineer or Other Party)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

X: _____
Name and Title:

X: _____
Name and Title:

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6820682

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Benjamin K. Powell; Fitzhugh K. Powell, Jr; Robert T. Theus; Walter N. Myers

all of the city of JACKSONVILLE, state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of January, 2015



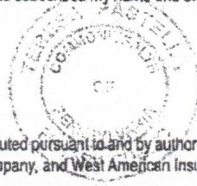
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 8th day of January, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 6. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of April, 2014.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

BOND NUMBER 18L006245



AIA DOCUMENT A312-2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

J. Williams Industrial Group, Inc.
16114 N. Main Street
Jacksonville, FL 32218

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER:

(Name, legal status and address)

Nassau County Board of County Commissioners
76347 Veterans Way, Suite 1010
Yulee, FL 32097

CONSTRUCTION CONTRACT

Date: February 26, 2024

Amount: \$498,914.00

Description: *(Name and Location)*

Nassau Crossing Park Site Lighting & Installation Services
77500 William Burgess Blvd., Yulee, FL 32097

BOND

Date: April 9, 2024

Amount: \$ 498,914.00

Modifications to this Bond: None See Section 16

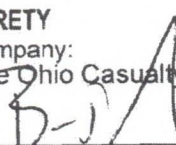
CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
J. Williams Industrial Group, Inc.

X: 
Name and Title: _____

SURETY

Company: *(Corporate Seal)*
~~The Ohio Casualty Insurance Company~~

X: 
Name and Title: Benjamin K. Powell
Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY—Name, Address and telephone)
AGENT or BROKER:

Cecil W. Powell & Company
219 N. Newnan Street
Jacksonville, FL 32202
(904)353-3181

OWNER'S REPRESENTATIVE:
(Architect, Engineer or Other Party)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract;

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

III A. Crawford Clerk of Courts, Sussex County, Delaware

§ 16 Modifications to this bond are as follows:

(Space is provided for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

X: _____
Name and Title:

X: _____
Name and Title:



Vista
790 The City Drive
Suite 200
Orange, California 92868
+1 (949) 316-1823 Fax:

Change Bond Increase/Decrease Rider

To be attached to and form a part of surety bond number 18L006245 dated the 26th day of February, 2024 issued by The Ohio Casualty Insurance Company as surety (the "Surety"), on behalf of J. Williams Industrial Group, Inc. as principal (the "Principal"), in favor of Nassau County Board of County Commissioners, as obligee (the "Obligee").

The Principal and Surety hereby consent to changing the attached bond as follows:

The Bond Amount is changed from 498,914 USD to 568,749 USD.

This change is effective the 26th day of February, 2024.

The attached bond shall be subject to all of its terms, conditions and limitations except as herein modified.

IN WITNESS WHEREOF, said Principal and Surety have caused these presents to be duly signed and sealed this 22nd day of August, 2024.

WITNESS / ATTEST Tess Labitan

J. Williams Industrial Group, Inc.
(Principal)

By: [Signature] (Seal)
Title: President
Date: 8/26/24

The Ohio Casualty Insurance Company
(Surety)

By: [Signature]
Title: Benjamin K. Powell, Attorney-In-Fact
Date: 08/22/2024



Nassau County Board of County Commissioners
(Obligee)

By: _____ (Seal)
Title: _____
Date: _____

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6830682

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Benjamin K. Powell; Fitzhugh K. Powell, Jr; Robert T. Theus; Walter N. Myers

all of the city of JACKSONVILLE, state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of January, 2015.



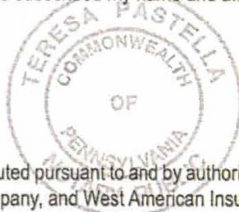
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 8th day of January, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of August, 2014.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Certificate Of Completion

Envelope Id: 28CD736756A441A48CFF4C95BBCA060C

Status: Completed

Subject: Complete with DocuSign: 1 J Williams Change Order Request Form.pdf, 2 J Williams Change Order A...

Source Envelope:

Document Pages: 16

Signatures: 5

Envelope Originator:

Certificate Pages: 6

Initials: 2

Amanda Johnson

AutoNav: Enabled

ajjohnson@nassaucountyfl.com

Enveloped Stamping: Enabled

IP Address: 50.238.237.26

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

Record Tracking

Status: Original

Holder: Amanda Johnson

Location: DocuSign

9/19/2024 3:31:35 PM

ajjohnson@nassaucountyfl.com

Signer Events**Signature****Timestamp**

Doug Podiak

dpodiak@nassaucountyfl.com

Facilities Director

Nassau County BOCC

Security Level: Email, Account Authentication
(None)

Sent: 9/19/2024 3:41:02 PM

Viewed: 9/20/2024 1:46:09 PM

Signed: 9/20/2024 1:46:18 PM

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: 9/20/2024 1:46:21 PM

Viewed: 9/20/2024 3:06:03 PM

Signed: 9/20/2024 3:09:36 PM

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: 9/20/2024 3:09:39 PM

Viewed: 9/20/2024 4:04:05 PM

Signed: 9/20/2024 4:05:04 PM

Signature Adoption: Pre-selected Style
Using IP Address: 50.238.237.26**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Lanaee Gilmore

lgilmore@nassaucountyfl.com

Procurement Director

Nassau County BOCC

Security Level: Email, Account Authentication
(None)

Sent: 9/20/2024 4:05:06 PM

Viewed: 9/23/2024 9:52:11 AM

Signed: 9/23/2024 9:56:28 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>Elizabeth Moore emoore@nassaucountyfl.com Assistant County Attorney Nassau County Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>EM</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 9/24/2024 8:42:15 AM Viewed: 9/24/2024 8:43:03 AM Signed: 9/24/2024 1:17:17 PM</p>
<p>Denise C. May, Esq., BCS dmay@nassaucountyfl.com 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, Esq., BCS</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 9/24/2024 1:17:20 PM Viewed: 9/24/2024 1:18:26 PM Signed: 9/24/2024 1:20:00 PM</p>
<p>Taco 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>[Handwritten Signature]</i></p> <p>Signature Adoption: Drawn on Device Using IP Address: 50.238.237.26</p>	<p>Sent: 9/24/2024 1:20:03 PM Viewed: 9/24/2024 1:49:21 PM Signed: 9/24/2024 1:49:26 PM</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
<p>Clerk Finance boccap@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 2/4/2021 9:59:11 AM ID: 6238f06a-a4ad-4d45-a7f5-929d04629059</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	<p>Sent: 9/24/2024 1:49:29 PM</p>
<p>Clerk Services clerkservices@nassaucountyfl.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 1/24/2022 11:47:51 AM ID: c578204b-138e-4b31-a24f-82d040e40d69</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	<p>Sent: 9/24/2024 1:49:30 PM Viewed: 9/25/2024 11:09:04 AM</p>

Carbon Copy Events	Status	Timestamp
Procurement Department Procurement@nassaucountyfl.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 9/24/2024 1:49:31 PM Viewed: 9/24/2024 2:02:58 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/19/2024 3:41:02 PM
Envelope Updated	Security Checked	9/24/2024 8:42:14 AM
Envelope Updated	Security Checked	9/24/2024 8:42:14 AM
Certified Delivered	Security Checked	9/24/2024 1:49:21 PM
Signing Complete	Security Checked	9/24/2024 1:49:26 PM
Completed	Security Checked	9/24/2024 1:49:31 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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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.