

# BOCC CONTRACT APPROVAL FORM

CONTRACT TRACKING NO. CM3824-A1

### SECTION 1 - GENERAL INFORMATION

Requesting Department: Parks & Recreation Contact Person: Jay Robertson / B.Diden  
Telephone: 904-530-6042 Email: bdiden@nassaucountyfl.com

### SECTION 2 - VENDOR INFORMATION

Name: McCall Construction Management, LLC  
Address: 12574 Flagler Center Blvd, Ste 101  
City: Jacksonville State: FL Zip Code: 32258  
Vendor's Administrator Name: Myron McCall Title: President  
Telephone: 904-824-6975 Email: mmccall@mccallcm.com

### SECTION 3 - VENDOR AUTHORIZED SIGNATORY

Authorized Signatory Name: Myron McCall Title: President  
Authorized Signatory Email: mmccall@mccallcm.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: Westside Regional Park (Phase 1)  
Short Description of Product(s)/Service(s) Being Requested: Construction of a regional park which includes, but not limited to various recreational buildings, stormwater management systems, multi-purpose fields, soccer fields w/sports lighting outdoor fitness equipment, playground, walking trail, parking areas, etc.

#### (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: \$19,596,450.76 (substantial completion-420 days / final completion - 465 days)

Amount of Renewal Options (if applicable): Year 1: \_\_\_\_\_ Year 2: \_\_\_\_\_  
Year 3: \_\_\_\_\_ Year 4: \_\_\_\_\_

Total Amount of Contract (Initial Term + Renewal Options): \$19,596,450.76 (Estimate if necessary)

Account Number: 001.075.572.57.020.0216.00000.563701 NCPP6; 36IM.008.572.57.020.0214.02132.563710.WSRP; 368.075.572.57.020.0216.00000.563710.WSRP

Source of Funds: County State Federal Other: \_\_\_\_\_

County Authorized Signatory: BOCC Chairman County Manager

(IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC)

### SECTION 5 - INSURANCE

Insurance Category: Category L Category M Category H Other: \_\_\_\_\_

Risk Manager Initials: MP

### SECTION 6 - AMENDMENT INFORMATION

Contract Tracking No: CM3824 Amendment No: A1

Type of Amendment: Renewal Time Extension with Increase Time Only Extension Additional Scope

Supplemental Agreement Other: Additional language added Section 6.02 Owner-Direct Purchases

Contract Amount with Previous Amendments: \$ 19,596,450.76 Amount of this Amendment: \$ 0.00

New Contract Amount including this Amendment: \$ 19,596,450.76

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>Doug Podiak</u> <u>2/6/2025</u>    | 3. <u>Janice Almonte</u> <u>2/7/2025</u>           |
| Department Head/Contract Manager Date    | Procurement Date                                   |
| 2. <u>Chris Lacambra</u> <u>2/6/2025</u> | 4. <u>Denise C. May, Esq., BCS</u> <u>2/7/2025</u> |
| Office of Mgmt. & Budget Date            | County Attorney Date                               |
| <u>2/6/2025</u>                          | <u>2/7/2025</u>                                    |

EM 2/7/2025  
COUNTY MANAGER - FINAL SIGNATURE APPROVAL  
EM 2/7/2025  
County Manager Date

**FIRST AMENDMENT TO CONTRACT FOR CONSTRUCTION SERVICES**  
**WESTSIDE REGIONAL PARK (PHASE 1)**

**THIS FIRST AMENDMENT TO THE CONTRACT FOR CONSTRUCTION SERVICES** (hereinafter “Amendment”) is made by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter the “Owner” or “County”), and MCCALL CONSTRUCTION MANAGEMENT, LLC, a business having its primary business location at 12574 Flagler Center Boulevard, Suite 101, Jacksonville, FL 32258 (hereinafter the “Contractor”).

**WITNESSETH:**

**WHEREAS**, the parties previously entered into a Contract for Construction Services dated December 18, 2024 for the Project known as Westside Regional Park (Phase 1) (hereinafter “Contract”); and

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

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

**SECTION 1.** The Contract is hereby amended to add the following new Section 6.02:

**6.02 Owner-Direct Purchases.** Pursuant to Section 212.08(6), Florida Statutes, and Florida Administrative Code rule 12A-1.094, the County is a political subdivision of the State of Florida and as such is exempt from Florida Sales Tax for the purchase of construction materials, supplies, and/or equipment incorporated into a construction project. The Contractor shall provide the County with a list of items that may be eligible for the County’s direct purchase prior to purchasing such items, and the County may, in its sole discretion, elect to purchase any, all, or none of the items directly from the supplier in accordance with the above-referenced statute and rule (the “Owner Direct Purchase”). In the event the County elects to make any Owner Direct Purchase, Contractor shall execute and deliver to the County one or more deductive Change Orders deducting from the Contract Price the full value of all items directly purchased by the County as an Owner Direct Purchase, plus all sales tax savings associated with such Owner Direct Purchase.

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

[The remainder of this page left intentionally blank.]

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

**COUNTY:**

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



By: Taco E. Pope, AICP, ICMA-CM

Title: County Manager

Date: 2/7/2025

**REVIEWED FOR LEGAL FORM AND CONTENT:**

*Denise C. May, Esq., BCS*

DENISE C. MAY, County Attorney

**CONTRACTOR:**

**McCALL CONSTRUCTION MANAGEMENT,  
LLC**



By: Myron McCall

Title: President

Date: 2/7/2025

## Certificate Of Completion

Envelope Id: 5617F1E9-42D7-489B-B11B-C27CE18977E8

Status: Completed

Subject: McCall Construction Management, LLC CM3824-A1

Source Envelope:

Document Pages: 3

Signatures: 8

Envelope Originator:

Certificate Pages: 6

Initials: 3

Becky Diden

AutoNav: Enabled

bdiden@nassaucountyfl.com

Envelopeld Stamping: Enabled

IP Address: 50.238.237.26

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

## Record Tracking

Status: Original

Holder: Becky Diden

Location: DocuSign

2/5/2025 11:04:20 AM

bdiden@nassaucountyfl.com

## Signer Events

### Signature

### Timestamp

Doug Podiak

dpodiak@nassaucountyfl.com

Facilities Director

Nassau County BOCC

Security Level: Email, Account Authentication (None)

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

Sent: 2/5/2025 11:27:16 AM

Resent: 2/6/2025 11:27:48 AM

Viewed: 2/6/2025 12:11:35 PM

Signed: 2/6/2025 12:12:21 PM

### 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)

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

Sent: 2/6/2025 12:12:23 PM

Viewed: 2/6/2025 4:03:58 PM

Signed: 2/6/2025 4:05:14 PM

### 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)

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

Sent: 2/6/2025 4:05:16 PM

Viewed: 2/6/2025 4:37:53 PM

Signed: 2/6/2025 4:39:59 PM

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Michelle Proctor

mproctor@nassaucountyfl.com

Risk Manager

Security Level: Email, Account Authentication (None)

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





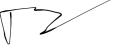
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Viewed: 2/6/2025 4:41:04 PM

Signed: 2/6/2025 4:41:33 PM

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Signer Events	Signature	Timestamp
<p>Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 2/6/2025 4:41:37 PM Viewed: 2/7/2025 10:26:33 AM Signed: 2/7/2025 10:26:42 AM</p>
<p>Myron McCall mmccall@mccallcm.com President McCall Construction Management, LLC Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 2/7/2025 10:36:18 AM ID: 2d650f39-a3c7-4642-ab28-e66299675c18</p>	 <p>Signature Adoption: Drawn on Device Using IP Address: 73.148.203.80</p>	<p>Sent: 2/7/2025 10:26:44 AM Viewed: 2/7/2025 10:36:18 AM Signed: 2/7/2025 10:37:22 AM</p>
<p>Elizabeth Moore emoore@nassaucountyfl.com Assistant County Attorney Nassau County Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 2/7/2025 10:37:24 AM Viewed: 2/7/2025 2:32:31 PM Signed: 2/7/2025 2:32:46 PM</p>
<p>Denise C. May, Esq., BCS dmay@nassaucountyfl.com County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 2/7/2025 2:32:48 PM Viewed: 2/7/2025 2:39:06 PM Signed: 2/7/2025 2:39:48 PM</p>
<p>Taco Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	 <p>Signature Adoption: Drawn on Device Using IP Address: 50.238.237.26</p>	<p>Sent: 2/7/2025 2:39:51 PM Viewed: 2/7/2025 2:52:24 PM Signed: 2/7/2025 2:52:43 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 Admin BOCCClerkServices@nassauclerk.com Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	<p>Sent: 2/7/2025 2:52:45 PM Viewed: 2/7/2025 3:22:18 PM</p>
<p>Procurement Procurement@nassaucountyfl.com Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	<p>Sent: 2/7/2025 2:52:46 PM Viewed: 2/7/2025 3:08:07 PM</p>
<p>Jay Robertson jrobertson@nassaucountyfl.com Parks and Recreation Director Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	<p>Sent: 2/7/2025 2:52:47 PM</p>
<p>Jennifer Kirkland jkirkland@nassaucountyfl.com Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 10/24/2023 9:00:03 AM ID: 051b8b10-9ce7-49a7-bddd-e95a2069afb9</p>	<b>COPIED</b>	<p>Sent: 2/7/2025 2:52:48 PM</p>
<p>Raymond Albury ralbury@nassaucountyfl.com Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	<p>Sent: 2/7/2025 2:52:49 PM</p>
<p>Myron McCall mmccall@mccallcm.com President McCall Construction Management, LLC Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 2/7/2025 10:36:18 AM ID: 2d650f39-a3c7-4642-ab28-e66299675c18</p>	<b>COPIED</b>	<p>Sent: 2/7/2025 2:52:51 PM</p>

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	2/5/2025 11:27:16 AM
Certified Delivered	Security Checked	2/7/2025 2:52:24 PM
Signing Complete	Security Checked	2/7/2025 2:52:43 PM
Completed	Security Checked	2/7/2025 2:52:51 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](mailto: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](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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](mailto: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](mailto: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.