# **BOCC CONTRACT APPROVAL FORM**

**CONTRACT** TRACKING NO. CM3443-A1

SECTION 1 - GENERAL INFORMATION					
Requesting Department: Facilities Maintenance Contact Person: L Burnsed / E Burton					
Telephone: [904] 530-6125 Email: eburton@nassaucountlyfl.com	_				
CECTION 2 VENDOD INFORMATION					
SECTION 2 - VENDOR INFORMATION Name: C.C. Borden Construction, Inc.					
Address: 1019 Rosselle Street  City: Jacksonville State: Florida Zip Code: 32204	-				
Vendor's Administrator Name: Joy Howell Telephone: (904) 354-3458 Email: joy@ccborden.com	_				
Telephone, 1994) 1994   Email: 1994   1994					
SECTION 3 – VENDOR AUTHORIZED SIGNATORY					
Authorized Signatory Name: Camille Borden Starks  Authorized Signatory Email: Camille@ccborden.com  Title: President					
(IDENTIFY WHO WILL SIGN THE CONTRACT ON BEHALF OF THE VENDOR. OFFICER/DIRECTOR WITH AUTHORITY TO BIND COMPANY.)					
SECTION 4 - CONTRACT INFORMATION					
Contract Name: Contract for Window Renovation Services Short Description of Product(s)/Service(s) Being Requested: Window renovations for the Historic Nassau County Courthouse located at					
416 Centre Street Street, Fernandina Beach, FL 32034	_				
(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: \$329,463.00  Amount of Renewal Options (if applicable): Year 1: Year 2: Year 2:	-				
Year 3: Year 4:					
Total Amount of Contract (Initial Term + Renewal Options): $\frac{$329,463.00}{}$ (Estimate if necess Account Number: $\frac{01074712-562002}{}$ CIP 0161	<i>ary)</i>				
Source of Funds: ■County □State □Federal □Other:					
County Authorized Signatory:   BOCC Chairman County Manager					
(IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC)					
(IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC)  SECTION 5 – INSURANCE					
SECTION 5 – INSURANCE	<u>P</u>				
SECTION 5 – INSURANCE Insurance Category:  Category L Category M Category H Other:  Risk Manager Initials:  **THE Control of Category H Other:**  **THE Cate	P				
SECTION 5 – INSURANCE Insurance Category:  Category L Category M Category H Other:  Risk Manager Initials:   Plantage Category M Amendment No:   A1 - to extend contract performance period to September 30, 2024	P				
SECTION 5 – INSURANCE Insurance Category:  Category L Category M Category H Other:  Risk Manager Initials:   Risk Manager Initials:   Risk Manager Initials:   Amendment No:  A1 - to extend contract performance period to September 30, 2024  Type of Amendment:  Renewal  Time Extension with Increase  Supplemental Agreement  Other:	P				
SECTION 5 – INSURANCE Insurance Category:	P —				
SECTION 5 – INSURANCE Insurance Category:	P.				
SECTION 5 – INSURANCE Insurance Category:	<u>P</u>				
SECTION 5 – INSURANCE Insurance Category:  Category L Category M Category H Other:  Risk Manager Initials:   Risk Manager Initials:   SECTION 6 – AMENDMENT INFORMATION Contract Tracking No:  CM3443  Amendment No:  A1-to extend contract performance period to September 30, 2024 Type of Amendment:  Renewal Time Extension with Increase Time Only Extension Additional Scope Supplemental Agreement Other: Contract Amount with Previous Amendments:  \$329,463.00  Amount of this Amendment:  \$0.00  New Contract Amount including this Amendment:  \$329,463.00  Account Code Change From:  NA  To:  NIA  County Authorized Signatory:  BOCC Chairman County Manager (IDENTIFY WHO WILL SIGN AMENDMENT ON BEHALF OF BOCC)  APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY	<u>P</u>				
SECTION 5 – INSURANCE Insurance Category:	P.				
SECTION 5 – INSURANCE Insurance Category:	<u>P</u>				
SECTION 5 – INSURANCE Insurance Category:	P — — — U				
SECTION 5 – INSURANCE Insurance Category: Category L Category M Category H Other:    Risk Manager Initials: M   SECTION 6 – AMENDMENT INFORMATION					
SECTION 5 - INSURANCE Insurance Category:					
SECTION 5 – INSURANCE Insurance Category:					

CM3443-A1

## FIRST AMENDMENT TO CONTRACT FOR WINDOW RENOVATION SERVICES

THIS FIRST AMENDMENT TO THE CONTRACT FOR WINDOW RENOVATION 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 "County"), and C.C. Borden Construction, Inc., a business having its primary business location at 1019 Rosselle Street, Jacksonville, Florida 32204 (hereinafter the "Vendor").

#### WITNESSETH:

WHEREAS, the Parties previously entered into a Contract for Window Renovation Services on August 16, 2023 (hereinafter "Contract") which provided for an initial term of One-Hundred Eighty (180) days upon issuance of a written Notice to Proceed; and

WHEREAS, the initial term has since lapsed and the Contract was not formally amended to extend the term, but the Parties continued to perform their contractual duties and responsibilities under the Contract, and the Parties agree by this performance there was an implied extension of the term of the 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.** Section 6. of the Contract is hereby amended to extend the term of the Contract and the Contract shall now terminate on September 30, 2024.

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

[The remainder of this page left intentionally blank.]

CM3443-A1

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

## THE COUNTY:

NASSAU COUNTY, FLORIDA

Signature:
Print Name: TACO E. POPE
Title: Designee
Date: 6/6/2024
REVIEWED FOR LEGAL FORM AND CONTENT:
Denise (, May DENISE C. MAY, County Attorney
VENDOR:
C.C. BORDEN CONSTRUCTION, INC.
Signature: <u>(IMULE BORDEN STARES</u>
By: <u>CAMILLE BORDEN STARKS</u>
Title: President
Date: 6/6/2024

## **DocuSign**

**Certificate Of Completion** 

Envelope Id: 9F5B38E64DBC4E79950071F067451FFF

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

Status: Completed

Subject: Contract No.: CM3443-A1 Vendor Name: CC Borden Construction Description: Time Only Extension

Source Envelope:

Document Pages: 3

Signatures: 8

**Envelope Originator:** Evelyn Burton

Certificate Pages: 6 AutoNav: Enabled

Envelopeld Stamping: Enabled

Initials: 3

eburton@nassaucountyfl.com

IP Address: 50.238.237.26

Sent: 6/4/2024 4:46:20 PM

Viewed: 6/5/2024 7:58:02 AM

Signed: 6/5/2024 7:58:07 AM

Sent: 6/5/2024 7:58:08 AM

Viewed: 6/5/2024 2:28:27 PM

Signed: 6/5/2024 2:33:29 PM

Sent: 6/5/2024 2:33:30 PM

Viewed: 6/5/2024 3:05:48 PM

Signed: 6/5/2024 3:36:32 PM

Sent: 6/5/2024 3:36:33 PM

Viewed: 6/5/2024 3:42:05 PM

Signed: 6/5/2024 3:42:16 PM

**Record Tracking** 

Status: Original

6/4/2024 4:38:56 PM

Holder: Evelyn Burton

eburton@nassaucountyfl.com

Location: DocuSign

Signer Events

Signature

Doug Podiak

**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

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)

17

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)

Chris Lacambra

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

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Michelle Proctor

mproctor@nassaucountyfl.com

Risk Manager

Security Level: Email, Account Authentication

(None)

mP

Signature Adoption: Pre-selected Style Using IP Address: 50,238,237,26

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

**Timestamp** 

**Timestamp** 

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Sent: 6/6/2024 10:36:18 AM
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Signed: 6/6/2024 10:36:16 AM
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Sent: 6/6/2024 10:15:18 AM
Using IP Address: 50.238.237.26
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Fanase Helmote Viewed: 6/6/2024 10:15:06 AM
Sent: 6/5/2024 3:42:18 PM
Niewed: 6/6/2024 10:15:06 AM Signed: 6/6/2024 10:15:17 AM Signature Adoption: Pre-selected Style

**Intermediary Delivery Events** 

**Certified Delivery Events** 

Status

Status

**Carbon Copy Events** Status **Timestamp** Clerk Services Sent: 6/6/2024 2:56:46 PM **COPIED** BOCCClerkServices@nassauclerk.com Viewed: 6/6/2024 3:31:10 PM Security Level: Email, Account Authentication **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Sent: 6/6/2024 2:56:47 PM Procurement **COPIED** Viewed: 6/6/2024 3:22:14 PM procurement@nassaucountyfl.com Security Level: Email, Account Authentication **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Jennifer Kirkland Sent: 6/6/2024 2:56:48 PM **COPIED** jkirkland@nassaucountyfl.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/24/2023 9:00:03 AM ID: 051b8b10-9ce7-49a7-bddd-e95a2069afb9 Les Burnsed Sent: 6/6/2024 2:56:49 PM **COPIED** lburnsed@nassaucountyfl.com

Security Level: Email, Account Authentication

**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

(None)

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/4/2024 4:46:20 PM
Certified Delivered	Security Checked	6/6/2024 2:56:39 PM
Signing Complete	Security Checked	6/6/2024 2:56:44 PM
Completed	Security Checked	6/6/2024 2:56:49 PM
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: <a href="https://support.docusign.com/guides/signer-guide-signing-system-requirements">https://support.docusign.com/guides/signer-guide-signing-system-requirements</a>.

## 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.

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- 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.