BOCC CONTRACT APPROVAL FORM

(Request for Contract Preparation)

CONTRACT TRACKING NO. CM 3192

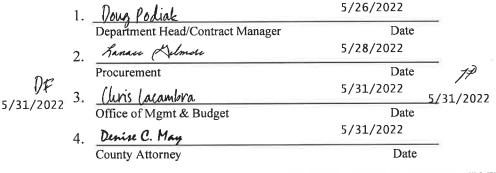
n@nassaucountyfl.com	
Florida	32901
State Title: Administrative	Zip Manager
tsidisaster.com	
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BOCC CAF 11/02/2021 Page 1 of 2

Continued on next page

Review/Complete before sending		-
Requirement	Description	Complete By
Contract, Exhibits and Appendices	 The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and All such documents have been read and agreed to in their entirety by originating department and staff members who have obligations under this contract. 	Dept
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	Dept
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	Dept
Competition/Conflicts and Existing Contracts/Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	Dept Cnty Atty
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	Cnty Atty
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	Cnty Atty
Term of Contract	Start and end dates of contract are included. Any renewals are included.	Cnty Atty
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	Cnty Atty/Risk
Insurance	Risk manager has or will approve insurance clauses. Levels confirmed in requirements	Dept
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	Cnty Atty
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	Cnty Atty
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	Router

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY



COUNTY MANAGER - FINAL SIGNATURE APPROVAL

5. Taco E. Popel AICP 5/31/2022
County Manager Date

RETURN ORIGINAL(S) TO CONTRACTS MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

Original:

Clerk's Services; Contractor (original or certified copy)

Copies:

Department; Procurement; RLS Distribution; Clerk Services BOCC

Requisition Form

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

VENDOR NAME/ADDRESS
TSI Disaster Recovery, LLC (407,891,8005)
2323 S. Babcock Street
Melbourne, FL 32901

96135 Nassau Place Suite 1 Yulee, FL 32097 DEPARTMENT
Facilities Maintenance

Me	lbourne, FL 32901						STED BY
VENDOR NUMBER	PROJECT NAME	FUNDING SOURCE	L Carlot	AMOUNT AVAILABLE	STANDARD	PO OR ENCUMBER ONL	Y CONTRACT NO
	Derelict Vessel Removal	49791579-546704			Encumbe	r Contract	CM 3192
ITEM NO.	DESCRIPTION		QUANTITY	UNIT PRICE	AMOUNT		
1	Removal of Columbia Sail 39' -	FL 3974 RL	1.00	\$ 19,900.00	\$ 19,900.00		
2	Removal of Trojan Cabin Cruis	er - DO# 909144	1.00	\$ 23,900.00	\$ 23,900.00		
3	Removal of Cabin Cruiser - FL	3149 SP	1.00	\$ 19,800,00	\$ 19,800.00		
4	Removal of ASPT 37' Housebo	oat - FL 8233 PM	1.00	\$ 13,900.00	\$ 13,900.00		
					\$ 0.00		
					\$ 0.00		
					\$ 0.00		
	CM# 3192				\$ 0.00		
	Reference: NC22-015-ITB				\$ 0,00		
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Purchasing Po	licy		6/2022				
Office of Man I attest that, to Procurement I attest that, to	agement and Budget the best of my knowledge, funds at AMDYA Director the best of my knowledge, this req	uisition is accurate an	d necessar	v and is consisten	t with the Nassau County Purc	chasing Policy.	
Sanace (County Mana I attest that, to Taco E.	,		8/2022 ferved and a 1/2022	approved this Req	ruisition and no other condition	ns would prevent a Clerk: _ Date:	=;

CONTRACT FOR DERELICT VESSEL REMOVAL SERVICES

WHEREAS, the County received bids for derelict vessel removal services, on May 4, 2022 at 10:00 AM; and

WHEREAS, the *Director of Public Works* has determined that the Vendor was the lowest, most responsive and responsible bidder. A copy of the Vendor's bid response is attached hereto as Attachment "A" and made a part hereof; and

NOW, THEREFORE, in consideration of the terms and conditions herein set forth, the County and the Vendor agree as follows:

SECTION 1. Description of Services and/or Materials to be Provided

The County does hereby retain the Vendor to provide the services and/or materials further described in the *Technical Specifications/Scope of Work*, a copy of which is attached hereto and incorporated herein as Attachment "B". This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work. The Vendor shall commence the work in accordance with the issuance of a written Notice to Proceed for services and/or materials issued by the County.

SECTION 2. Receiving/Payment/Invoicing

No payment will be made for services and/or materials without proper County authorization and approval. The County shall pay the Vendor within forty-five (45) calendar days of receipt and acceptance of invoice by the *Director of Public Works*, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act. (Florida Statutes Section 218.70). The Vendor shall also submit a copy of all invoices submitted to *Public Works* for payment to invoices@nassaucountyfl.com and tconley@nassaucountyfl.com. Payment shall not be made until services and/or materials have been received, inspected and accepted by the County in the quantity and/or quality ordered. Payment will be accomplished by submission of an invoice, with the contract number referenced thereon. Payment in advance of receipt of services and/or materials by the County cannot be made.

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The invoice submitted shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid.

SECTION 3. Acceptance of Services and/or Materials

Receipt of services and/or materials shall <u>not</u> constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the services and/or materials meet bid specifications and conditions. Should the quantity and/or quality differ in any respect from specifications, payment will be withheld until such time as the Vendor takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Manager's Office may authorize the recipient to refuse final acceptance of the quantity and/or quality received. Should a representative of the County agree to accept the services and/or materials on condition that the Vendor will correct their performance within a stipulated time period, then payment will be withheld until said corrections are made.

SECTION 4. Firm Prices

Prices for services and/or materials covered in the specifications of this Contract shall remain firm for the period of this Contract pursuant to pricing as reflected in Attachment "A"; net delivered to the ordering agency, **F.O.B. DESTINATION**. No additional fees or charges shall be accepted.

SECTION 5. Fund Availability

This Contract is deemed effective only to the extent that appropriations are available. Pursuant to Florida Statutes all appropriations lapse at the end of the Fiscal Year. Multi-year awards may be adequately funded but the County reserves the right not to appropriate for an ongoing procurement if it is deemed in its best interest.

SECTION 6. Expenses

Vendor shall be responsible for all expenses incurred while performing the services under this Contract. This includes, without limitation, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to Vendor's agents, if any, hired by Vendor to complete the work under this Contract.

SECTION 7. Taxes

The County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales Tax. The Vendor will refrain from including taxes in any billing.

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SECTION 8. Laws Governing this Contract

This Contract shall be consistent with, and be governed by, the Ordinances of Nassau County, the whole laws and rules of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

SECTION 9. Changes

The County reserves the right to order, in writing, changes in the work within the scope of the Contract, such as change in quantity or delivery schedule. The Vendor has the right to request an equitable price adjustment in cases where changes to the Contract under the authority of this clause result in increased costs to the Vendor.

SECTION 10. Modifications

In addition to modifications made under the changes clause, this Contract may be modified within the scope of the Contract upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

SECTION 11. Assignment & Subcontracting

The Vendor will not be permitted to assign its Contract with the County, or to subcontract any of the work requirements to be performed without obtaining prior written approval by the County.

SECTION 12. Severability

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

SECTION 13. Termination for Default

The performance of the Contract may be terminated by the County in accordance with this clause, in whole or in part, in writing, whenever the County shall determine that the Vendor has failed to meet the requirements as outlined in this Contract.

SECTION 14. Termination for Convenience

The County reserves the right to terminate the Contract in whole or part by giving the Vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon

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receipt of written notice of termination from the County, the Vendor shall only provide those services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Vendor.

SECTION 15. Force Majeure

Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the party.

SECTION 16. Access and Audits

The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least three (3) years after completion of this Contract. The County and the Clerk of Courts shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the County's or the Clerk's cost, upon five (5) days' written notice.

SECTION 17. Vendor Responsibilities

The Vendor will provide the services and materials agreed upon in a timely and professional manner in accordance with specifications referenced herein and in accordance with the *Technical Specifications/Scope of Work*.

SECTION 18. Public Emergencies

The Vendor shall agree before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a "First Priority" for services and materials. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. The Vendor agrees to sell all materials to and perform all services for the County or governmental entities on a "First Priority" basis. The County expects to pay a fair and reasonable price for all services and materials rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

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SECTION 19. Period of Contract/Option to Extend or Renew

The performance period of this Contract shall begin upon full execution by the last party to execute this Contract and terminate within 90 days. Any extensions shall be signed and approved by both parties. Any Contract or amendment to the Contract shall be subject to fund availability and mutual written agreement between the County and the Vendor.

SECTION 20. Independent Vendor Status

Vendor and County agree that: (a) Vendor has the right to perform services for others during the term of this Contract; (b) Vendor has the sole right to control and direct the means, manner and method by which the services required by this Contract will be performed; (c) Vendor has the right to perform the services required by this Contract at any location or time; (d) Vendor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

SECTION 21. Indemnification and Insurance

Vendor shall indemnify and hold harmless County and its agents and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Vendor and any persons employed or utilized by Vendor, in the performance of the Contract.

Vendor shall maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance as is detailed in Exhibit "1" and as is appropriate for the goods or services being performed hereunder by Vendor, its employees or agents.

SECTION 22. Dispute Resolution

The County may utilize this section, at their discretion, as to disputes regarding Contract interpretation. The County may send a written communication to the Vendor by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth the County's interpretation of the Contract. A response shall be provided in the same manner prior to the initial meeting with the County Manager. This initial meeting shall take place no more than twenty (20) days from the written notification of the dispute addressed to the Vendor. The Vendor should have a representative, at the meeting that can render a decision on behalf of the Vendor.

If there is no satisfactory resolution as to the interpretation of the contract, the dispute may be submitted to mediation in accordance with mediation rules as established by the Florida

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Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Vendor. The Vendor shall not stop work during the pendency of mediation or dispute resolution.

SECTION 23. E-Verify System

Consultant must comply with F.S. 448.095 and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by Consultant during the term of this Agreement to work in Florida. Additionally, if Consultant uses subcontractors to perform any portion of the Work (under this Agreement), Consultant must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the Work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

SECTION 24. Public Records

The County is a public agency subject to Chapter 119, Florida Statutes. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6010, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, YULEE, FLORIDA 32097. Under this agreement, to the extent that the Vendor is providing services to the County, and pursuant to section 119.0701, Florida Statutes, the Vendor shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Vendor does not transfer the records to the public agency.

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d. Upon completion of the Contract, transfer, at no cost, to the public agency all public

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records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

SECTION 25. Request for Records; Noncompliance

A request to inspect or copy public records relating to a public agency's contract for materials must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Vendor of the request, and the Vendor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a Vendor does not comply with the public agency's request for records, the public agency shall enforce the Contract provisions in accordance with the Contract.

A Vendor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

SECTION 26. Civil Action

If a civil action is filed against the Vendor to compel production of public records relating to the Contract, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:

- (a) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and
- (b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, the public agency and to the Vendor.

A notice complies with subparagraph (b), if it is sent to the public agency's custodian of public records and to the Vendor at the Vendor's address listed on its Contract with the public agency or to the Vendor's registered agent. Such notices must be sent by common carrier delivery

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service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping

paid by the sender and with evidence of delivery, which may be in an electronic format.

A Vendor who complies with a public records request within eight (8) business days after

the notice is sent is not liable for the reasonable costs of enforcement.

SECTION 27. Disclosure of Litigation, Investigations, Arbitration or Administrative

Decisions

The Vendor, during the term of this Contract, or any extension, has a continual duty to

properly disclose to the County Attorney, in writing, upon occurrence, all civil or criminal

litigation, arbitration, mediation, or administrative proceeding involving the Vendor. If the

existence of the proceeding causes the County concerns that the Vendor's ability or willingness to

perform this contract is jeopardized, the Vendor may be required to provide the County with

reasonable written assurance to demonstrate the Vendor can perform the terms and conditions of

the Contract.

SECTION 28. Entire Agreement

The written terms and provisions of this Contract shall supersede all prior verbal statements

of any official or other representative of the County. Such statements shall not be effective or be

construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract

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or Contract Documents.

IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed

an original on this day and year first above written.

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BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

	JEFF GRAY Its: Chairman Date:
	Date
Attest as to authenticity of the Chair's signature:	
JOHN A. CRAWFORD Its: Ex-Officio Clerk	
Approved as to form and legality by the Nassau County Attorney	
DENISE C. MAY	
	TSI DISASTER RECOVERY, LLC.
	Ryle The
	By: Henry Elmore
	Its: MGMR
ιδ.	Date: 6/9/2022

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ATTACHMENT "A"

Bid Results

Bidder Details

Vendor Name TSI Disaster Recovery, LLC

Address 2323 S Babcock Street

Melbourne, Florida 32901

United States
Respondee Amy Hartman

Respondee Title TSI Disaster Recovery, LLC

Phone 407-891-8005

Email AMY@TSIDISASTER.COM

Vendor Type License #

Bid Detail

Bid Format Electronic

Submitted 05/03/2022 3:01 PM (EDT)

Delivery Method 2323 S BABCOCK ST, Ste A

Bid Responsive

Bid Status Submitted Confirmation # 289883

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Response File.pdf	Response File pdf	Response File
Sample COI-pdf	Sample COI_pdf	Certificate of Insurance
TSI W9 121420 pdf	TSI W9 121420.pdf	W-9
TSI GC 8-2022.pdf	TSI GC 8-2022.pdf	Permits & Licenses
MOU Page copy.pdf	MOU Page copy pdf	E-Verify MOU or Proof of Registration
E Verify Affidavit.pdf	E Verify Affidavit.pdf	E-Verify Affidavit(s)

Line Items

Discount Terms No Discount

Item #	Item Code	Туре	Item Description	иом	QTY	Unit Price	Line Total	Response	Comment
Section 1							\$19,900.00		
1			Removal of Columbia Sall 39' - Reg. No. FL 3974 RL	each	1	\$19,900.00	\$19,900.00	Yes	
Section 2							\$23,900.00		
2			Removal of Trojan Cabin Cruiser - Reg. No. DO# 909144	each	1	\$23,900.00	\$23,900.00	Yes	
Section 3							\$19,800.00		
3			Removal of Cabin Cruiser - Reg, No., FL 3149 SP	each	1	\$19,800.00	\$19,800.00	Yes	
Section 4							\$13,900.00		
4			Removal of ASPT 37' Houseboat - Reg. No. FL 8233 PM	each	1	\$13,900.00	\$13,900.00	Yes	

PlanetBids, Inc.

Line Item Subtotals

Section Title		Line Total
Section 1		\$19,900.00
Section 2		\$23,900.00
Section 3		\$19,800.00
Section 4		\$13,900.00
	Grand Total	\$77,500.00

DERELICT VESSEL REMOVALS

Technical Specifications / Scope of Work

The Bidder shall submit a price based on the following requirements and specifications:

A total of four (4) vessels have been identified and declared as derelict through the Florida Fish and Wildlife Conservation Commission (FWC). Bid submittals **MUST** include all four (4) vessels identified in Table 1, including any parts of the vessel(s) located below the river bottom.

All vessel locations provided are approximate. The contractor shall be responsible for verifying locations of all four (4) vessels identified in Table 1.

- 1. Services shall include, but not be limited to mobilization, towing, recovery, demolition, and proper disposal of identified vessels. The Contractor shall provide all materials, equipment, labor, other related incidentals, and facilities required to perform the services. The Contractor shall provide a separate quote for each vessel to be removed and the quote shall be valid for minimum of ninety (90) days.
- 2. All work shall be conducted using all appropriate Best Management Practices (BPM's) to prevent any turbidity/siltation/water quality violation. Contractor shall install turbidity barriers within a ten foot radius around all vessels to be removed. The turbidity barrier shall be anchored to the bottom of the waterway. Additionally, appropriate FDEP erosion control and turbidity prevention measures shall be installed around the vessel/barge being used to remove the derelict vessel and around the perimeter of any upland staging area. All work shall avoid impacts to wetlands, mangroves, sea-grasses and any other critical/endangered habitats and creatures that may be encountered.
- 3. The contractor shall be responsible for determining if the vessel contains any pollutants that may be harmful to the environment if discharged during any phase of removal, transport, or disposal. If pollutants are present, then before transport, the contractor shall remove and properly dispose of the pollutants in accordance with all applicable local, state, and federal laws. The contractor shall maintain receipts documenting the proper disposal of pollutants. For purposes of this contract, the term pollutants shall include but is not limited to motor/vessel fuels, oils, and lead acid batteries. Containment booms and recoverable absorbent materials shall be available and utilized as needed to contain and recover fuel or oil discharges that occur during vessel recovery.
- 4. The contractor shall consult and confirm with the County on a plan of action addressing the methods of vessel removal and the handling of any turbidity/siltation/water quality issues and any potential discharge of pollutants. The plan should include, but not be limited to, the installation of appropriate FDEP erosion control and turbidity prevention measures, establishing initial turbidity levels, pollutant detection and containment, final turbidity measurements, and any other precautionary measures taken before or after vessel recovery. Note that final turbidity levels shall be measured and allowed to return to not in excess of 20 NTU's over initial turbidity readings prior to removal of turbidity measures. Precautionary measures shall include minimization of impacts to mangroves, sea grasses and other native plants and animals.
- 5. During the removal of the vessel, the contractor shall not disturb, trim, cut back or remove any mangrove vegetation. The contractor shall provide and install control devices to prevent turbidity and toxic or harmful substances from discharging into adjacent waters during the removal of the derelict vessel.
- **6.** During the removal process, all submerged vessels shall be floated before removal. The dragging of vessels shall be avoided both on and off-shore. All vessels/barges used in vessel removal shall continually monitor water depths to avoid running aground.

- 7. During execution of any of the activities described herein, the contractor shall take all necessary precautions to reduce disturbance of the surrounding environment including turbidity of the surface water, disturbance of upland or wetland sediments, submerged and emergent aquatic vegetation, mangroves, and deposition of debris or sediment from the vessel onto the upland, into the water, or on any roadway during transport. The contractor shall be liable for any such disturbances and any corrective actions required to mitigate the disturbance.
- 8. Vessels situated in near-shore, shallow water areas, shall be approached in a manner so as to avoid impacts to any sea-grasses or other submerged aquatic resources in the area. These vessels shall be approached by shallow draft barge/vessel. Water depths shall be monitored constantly to avoid running aground. Vessels in these locations may be cut into segments and removed piece-by-piece, thus avoiding excessive weight and overburdening the removal apparatus and barge/vessel and driving it into the substrate. All appropriate turbidity measures shall be employed.
- 9. The land removal of all vessels shall consist of the installation of appropriate upland erosion/siltation/turbidity prevention measures prior to initiation of work. A crane, winch and/or approved alternate method shall be used to lift the vessel from the land. All work shall avoid impacts to wetlands, mangroves, sea-grasses and any other critical/endangered habitats and creatures that may be encountered.
- 10. At least one manatee observer (per barge) shall be present for all in-water work that is being performed. All turbidity barriers shall be monitored for manatee entanglement. A 'Caution Manatee Area' sign, measuring at least 3ftX4ft, shall be in place on the working vessel at all times. One (1) observer on the "primary" work vessel will suffice.
- **11.** At least **48 hours** prior to the removal of any of the vessels, the awarded contractor shall notify the Florida Fish and Wildlife Conservation Commission (FWC) Division of Law Enforcement regarding the removal activity.

FWC Law Enforcement:

Officer Tom Tucker tom.tucker@myfwc.com for:

<u>Columbia Sailing Vessel</u> located at N30 41.49 W 081 27.86202 on Tiger Island <u>Trojan Cabin Cruiser</u> located at N 30 40.98498 W 081 29.53698 on the Bells River

Officer Jonathan Culbreth Jonathan.culbreth@myfwc.com for:

Cabin Cruiser located at N 30 26.832 W 081 27.738 on the St. Mary's River

Officer Matthew Stuhr matthew.stuhr@myfwc.com for:

ASPT Houseboat located at N 30 37.5617 W 81 29.6532 on the east side of Piney Island about 200 yards north of the railroad tracks.

- 12. The Nassau County Facilities Assistant Director, or designee from the Nassau County Facilities Maintenance Department shall be present during all removal activities. The contractor shall provide 24-hour notice prior to disposal of vessel debris. No removal activities shall commence or continue without the representative present unless prior approval has been obtained. Failure to comply will void the contract and payment.
- 13. Normal safety signs, warning lights, temporary barriers, dive flags or other types of markers around work areas shall be utilized as needed to protect the public and worker health and safety and to comply with OSHA requirements.
- **14.** No in-water work shall occur at night.
- **15.** All staging and deployment areas will be confined to uplands. At no time shall the contractor use or access a staging area, by vehicle or pedestrian traffic, on or through private property unless specific written authorization is obtained from the property owner, by the contractor, expressly for this purpose.

- **16**. The contractor shall transport recovered vessels to a legitimate qualified landfill. The FWC case number and/or vessel identification number must appear on the weight ticket.
- 17. The contractor shall obtain and maintain all required federal, state, and local permits required to perform the services, including, but not limited to, a permit from the US Army Corps of Engineers. The contractor will be required to follow all permit requirements associated with applicable vessel removal permits. Failure by the contractor to follow permitting requirements will void the contract and payment.
- **18.** The contractor shall accomplish the work in such a manner as to minimize disruption to traffic to as great a degree as practicable. The contractor will be permitted to exclude the public for safety purposes from the work areas in the immediate vicinity of removal and transporting operations.
- 19. Awarded contractor shall contact appropriate dock owner to determine if roll-off dumpster (if applicable) for debris collection is permissible.
- 20. Bid submittals must include all four (4) vessels identified in Table 1. The County reserves the right to delete vessels from the proposal and list of quotes (Table 1) if bids costs exceed available grant funds or as deemed necessary. The County reserves the right to add vessels, at a negotiated price based on average removal fees for similar vessels in the current bid package, should additional eligible vessels be encountered.
- 21. The bidder shall provide information and specifications on equipment and personnel which shall be used to perform the removal service, including but not limited to, boats, barges, cranes, lifts, backhoes, or other heavy equipment, etc.
- **22.** The contractor acknowledges that all work shall be prosecuted regularly, diligently, and uninterrupted at such a rate as will ensure full completion within the time specified in each and every task.
- 23. The contractor shall maintain detailed records of all recovered vessels and shall submit such records to the County on a weekly or more frequent basis. The records shall include the identification number for each recovered vessel, date and time of recovery, vessel type, length, name of vessel (if available), FL ID# or other registration (if available), hull identification number (if available), condition of vessel, identification of specialized equipment and engines (if present). The contractor is not authorized to salvage any items/materials associated with vessel recovery. The contractor shall obtain at least 4 digital photographs of each recovered vessel for submittal in electronic format with the recovered vessel reports. Photos shall document the vessel prior to removal, during the removal process, and the vessel and its location following removal.
- 24. Time is of the essence. All vessels listed on the price sheet shall be removed and disposed of as soon as practical unless prior arrangements have been made. An individual invoice must be submitted for each vessel on company letterhead identifying the vessel by Derelict Vessel ID number. The contractor shall be paid in accordance with Florida Prompt Payment Act upon submission of all invoices for all vessels and the signed Disposition Certification indicating the date and location of each vessel's disposal. All required paperwork shall be submitted after disposal.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/09/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

this certificate does not confer rights to the certif	icate noider in lieu of s			
PRODUCER		CONTACT Lance Turck		
Amsley Insurance Services Inc		PHONE (A/C, No. Ext): (407) 892-9645	FAX (A/C, No): (407) 8	92-7807
1617 13TH ST		ADDRESS: info@amsleyinsurance.com		
		INSURER(S) AFFORDING CO	VERAGE	NAIC#
SAINT CLOUD	FL 34769-4306	INSURER A: Colony Insurance Company		39993
INSURED		INSURER B: Starstone Specialty Insurance C	Company	44776
		INSURER C: Liberty Mutual Insurance Co		23043
TSI Disaster Recovery, LLC.		INSURER D: Navigators Insurance Company	/	42307
2323 S Babcock St		INSURER E: Stratford Insurance Company		40436
Melbourne FL 32901-5300		INSURER F : Westchester Surplus Lines Insu	rance Co	10172
COVERAGES CERTIFICATE	NUMBED.	DEVICE	ON NUMBED.	

CERTIFICATE NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE	ADDL		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
	X co	OMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR		.,,,,				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 100,000
					MED EXP (Any one person)	s 5,000			
Α			Х	Х	103 GL 0002946-08	03/14/2022	03/14/2023	PERSONAL & ADV INJURY	s 1,000,000
	GEN'L A	AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	X PO	DLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	ОТ	THER:							\$
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO							BODILY INJURY (Per person)	S
	OWNED SCHEDULED AUTOS ONLY							BODILY INJURY (Per accident)	S
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$
		NO ONE!							\$
	X UN	MBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$ 4,000,000
В	EX	CESS LIAB CLAIMS-MADE	X	Х	73255M220ALI	03/14/2022	03/14/2023	AGGREGATE	\$
	DE	D RETENTION \$							S
		RS COMPENSATION						PER OTH- STATUTE ER	
	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. EACH ACCIDENT	S
								E.L. DISEASE - EA EMPLOYEE	S
								E.L. DISEASE - POLICY LIMIT	S
		e General Liability						Per Occurance	\$1,000,0000
C		tion and Indemnity	х	Х	LSMP21-1063	07/01/2021	07/01/2022	General Aggregate	\$2,000,000
	5100	,						CSL	\$1,000,000
					404 A 100 100 1 October 1 comp			- 41	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

D&E Marine Umbrella F Pollution Liability

X X NY22LIAZ0ARZG01 & VMX8001526 03/14/2022 03/14/2023 \$4,000,000 EACH OCCURRENCE

10/02/2021 10/02/2022 \$2,000,000 EACH OCCURRENCE G27909954 007

Nassau County BOCC is included as an additional insured under the captioned Commercial General Liability Policy on a primary and non-contributory basis if and to the extent required by written contract. Derelict Vessel Removal NC22-015-ITB

CERTIFICATE HOLDER	CANCELLATION
Nassau County BOCC 96135 Nassau Place Yulee, FL 32097	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
eburton@nassaucountyfl.com	AUTHORIZED REPRESENTATIVE Lance Turck

ŭ	CERTIFICAT	F OF LTAP	RTI TTY TN	SURANCE		Dale 5/9/2022
Producer:	Plymouth Insurance Agency 2739 U.S. Highway 19 N. Holiday, FL 34691	L OI LIAL	This Certific	ate is issued as a matte	er of information only and cor This Certificate does not amo ne policies below.	rfers no
	(727) 938-5562			Insurers Affording Cov	verage	NAIC #
nsured:	South East Personnel Leasing,	Inc. & Subsidia	nsurer A:	Lion Insurance Company	/	11075
	2739 U.S. Highway 19 N.	ino. a casciaio	Insurer B:			
	Holiday, FL 34691		Insurer C:			
	•		Insurer D:			
01/070000			Insurer E:			
th respect to wi	surance listed below have been issued to the insure hich this certificate may be issued or may pertain, the	d named above for the po e insurance afforded by t	olicy period indicated No he policies described her	twithstanding any requirement in is subject to all the terms, o	t, term or condition of any contract or c exclusions, and conditions of such poli	other document cies, Aggrega
SR ADDL TR INSRD	have been reduced by paid claims, Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date(MM/DD/YY)	Limits	
	GENERAL LIABILITY	t			Each Occurrence	s
	Commercial General Liability Claims Made Occur				Damage to rented premises (EA occurrence)	s
					Med Exp	s
	⊢	4 I			Personal Adv Injury	s
1	General aggregate limit applies per:				General Aggregate	\$
1	Policy Project LOC	1			Products - Comp/Op Agg	S
+-	AUTOMOBILE LIABILITY	1			Combined Single Limit	
1	L	1			(EA Accident)	S
1	Any Auto All Owned Autos				Bodily Injury	
1	Scheduled Autos				(Per Person)	s
1	Hired Autos			1	Bodily Injury	
1	Non-Owned Autos			1	(Per Accident)	\$
1]		1	Property Damage	
					(Per Accident)	s
1	EXCESS/UMBRELLA LIABILITY				Each Occurrence	
1	Occur Claims Made			1	Aggregate	
	Deductible					
	rs Compensation and yers' Liability	WC 71949	01/01/2022	01/01/2023	X WC Statu- tory Limits ER	\$1,000,000
Any proj	prietor/partner/executive officer/member d? NO			1	E.L. Each Accident	1 -
	lescribe under special provisions below.			1	E.L. Disease - Ea Employee	\$1,000,00
					E.L. Disease - Policy Limits	\$1,000,00
Other		Lion Insura	nce Company is	A.M. Best Company	rated A (Excellent). AMB	# 12616
	s of Operations/Locations/Vehicles/E				Client ID:	92-70-447
verage only	applies to active employee(s) of South East P				"Client Company":	
vorago only	applies to injuries insurred by South East Barr		Saster Recovery, LL		in: Fl	
	applies to injuries incurred by South East Pers not apply to statutory employee(s) or indepe	=-			nn i Li	
_	tive employee(s) leased to the Client Company				tificates@lioninsurancecompany.o	com
oject Name						
-	L&H. Alternate Employer Endorsement Applie	es. ISSUE 05-09-22 (BP)			
					Begin Dat	e: 6/30/201
ERTIFICATE			CANCELLATION Should any of the abo	ive described policies he carri	celled before the expiration date there	of, the issuing
N/	ASSAU COUNTY BOCC		insurer will endeavor	to mail 30 days written notice	tened before the expiration date file et to the certificate holder named to the l find upon the insurer, its agents or rep	eft, but failure
0.0	S135 NASSAU PLACE		UP -	100240		

YULEE, FL 32097

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 2-89)

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

1. Alternate Employer: TSI Disaster Recovery, LLC

Address:

2323 S Babcock Street

Melbourne

FL 32901

- 2. State of Special or Temporary Employment FL.
- 3. Contract or Project DERELICT VESSEL REMOVAL NC22-015-ITB

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 01/01/2022- 01/01/2023

Policy No. WC 71949

Endorsement No.

Insured: SOUTH EAST PERSONNEL LEASING, INC.

Premium \$

Insurance Company: LION INSURANCE COMPANY

Countersigned by:

WC 00 03 13 (Ed. 4-84)

(Rev. October 2018) Department of the Treasury

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Internal	Revenue Service	► Go to www.irs.gov/FormW9 for ins	structions and the late	st information.			
	1 Name (as shown	on your income tax return). Name is required on this line; of	to not leave this line blank.	8			
- 1	TSI Disaste	r Recovery, LLC					
1		disregarded entity name, if different from above			-		
age 3.	3 Check appropria following seven b	te box for federal tax classification of the person whose na poxes.	eck only one of the	4 Exemptions (codes apply only to certain entities, not individuals; see			
s on p	individual/solo	e proprietor or C Corporation S Corporatio	☐ Trust/estate	instructions on page 3): Exempt payee code (if any)			
g io	Limited liabilit	y company. Enter the tax classification (C=C corporation, S	S-S corporation P-Partner	rehin\ ► C	· · · · · · · · · · · · · · · · · · ·		
Trust/estate Concert appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. Individual/sole proprietor or single-member LLC Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ C Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner of the LLC is disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. Other (see instructions) ▶							
ec	Other (see ins				(Applies to accounts maintained outside the U.S.)		
	· · · · · · · · · · · · · · · · · · ·	r, street, and apt. or suite no.) See instructions.		Requester's name a	and address (optional)		
See	2323 S. Bal	bcock Street					
0,	6 City, state, and Z	IP code		Ì			
	Melbourne,	FL 32901					
Ì	7 List account num	ber(s) here (optional)					
Par	Taxoa	yer Identification Number (TIN)					
$\overline{}$		propriate box. The TIN provided must match the na	me given on line 1 to av	oid Social sec	curity number		
		individuals, this is generally your social security nu					
reside	nt alien, sole prop	rietor, or disregarded entity, see the instructions for	Part I, later. For other				
	,	yer identification number (EIN). If you do not have a	number, see How to ge		J		
TIN, la				or	1.1		
		n more than one name, see the instructions for line	1. Also see What Name	and Employer	identification number		
Numbe	er to Give the Red	quester for guidelines on whose number to enter.		2 6	- 2 6 5 8 6 2 4		
Part	Certifi	cation					
Under	penalties of perju	ry, I certify that:					
1. The	number shown or	n this form is my correct taxpayer identification num	ber (or I am waiting for	a number to be iss	sued to me); and		
2. I am Serv	not subject to ba rice (IRS) that I an	nckup withholding because: (a) I am exempt from ban subject to backup withholding as a result of a failu backup withholding; and	ackup withholding, or (b) I have not been n	otified by the Internal Revenue		
3.1 am	a U.S. citizen or	other U.S. person (defined below); and					
4. The	FATCA code(s) e	ntered on this form (if any) indicating that I am exem	npt from FATCA reportin	ng is correct.			
Certifi	cation instruction	s. You must cross out item 2 above if you have been r	notified by the IRS that yo	ou are currently sub	ject to backup withholding because		
acquisi	tion or abandonme	all interest and dividends on your tax return. For real e ent of secured property, cancellation of debt, contribut vidends, you are not required to sign the certification,	tions to an individual retii	rement arrangement	t (IRA), and generally, payments		
Sign Here	Signature of U.S. person	Mugu		_{Date} ▶ 12/14/	2020		
Ger	neral Instr	ructions	 Form 1099-DIV (di funds) 	ividends, including	those from stocks or mutual		
Section noted.	n references are t	o the Internal Revenue Code unless otherwise	· ·	(various types of in	come, prizes, awards, or gross		
related	I to Form W-9 and	For the latest information about developments this instructions, such as legislation enacted	'		sales and certain other		
atter th	iey were publishe	d, go to www.irs.gov/FormW9.	 Form 1099-S (prod 	ceeds from real est	tate transactions)		
Purk	ose of For	m	• Form 1099-K (mer	chant card and thi	rd party network transactions)		
An ind	ividual or entity (F	orm W-9 requester) who is required to file an he IRS must obtain your correct taxpayer			, 1098-E (student loan interest),		
		N) which may be your social security number	• Form 1099-C (can	celed debt)			

• Form 1099-A (acquisition or abandonment of secured property)

atien), to provide your correct TIN.

Use Form W-9 only if you are a U.S. person (including a resident

(SSN), individual taxpayer identification number (ITIN), adoption

returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

taxpayer identification number (ATIN), or employer identification number

(EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information

DocuSian

Certificate Of Completion

Envelope Id: B2B91336BA7A4682AD0C1A390183C4AE

Subject: Please DocuSign: CM3192 - TSI Disaster Recovery - Derelict Vessel Removal - \$77500.0

Source Envelope:

Document Pages: 22

Certificate Pages: 7

AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Status: Completed

Envelope Originator: Evelvn Burton

eburton@nassaucountyfl.com IP Address: 50,238.237.26

Record Tracking

Status: Original

5/26/2022 8:44:47 AM

Status: Original

6/9/2022 12:10:02 PM

Holder: Evelyn Burton

Signatures: 10 Initials: 29

eburton@nassaucountyfl.com

Holder: Marshall Eyerman

MEyerman@nassaucountyfl.com

Location: DocuSign

Location: DocuSign

Signer Events

Doug Podiak

dpodiak@nassaucountyfl.com

Facilities Director Nassau County BOCC

Security Level: Email, Account Authentication

(None)

Signature

Doug Podiak

Timestamp

Sent: 5/26/2022 9:39:47 AM Viewed: 5/26/2022 9:48:05 AM Signed: 5/26/2022 9:48:22 AM

Signature Adoption: Pre-selected Style

Signed by link sent to dpodiak@nassaucountyfl.com

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)

Lanau Kelmote

Sent: 5/26/2022 9:48:27 AM Viewed: 5/28/2022 10:55:26 PM

Signed: 5/28/2022 10:55:44 PM

Signature Adoption: Pre-selected Style

Signed by link sent to Igilmore@nassaucountyfl.com

Using IP Address: 170.249,159.134

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

Sent: 5/28/2022 10:55:47 PM

Viewed: 5/31/2022 8:42:43 AM Signed: 5/31/2022 8:43:13 AM

Signature Adoption: Pre-selected Style

Signed by link sent to tpoore@nassaucountyfl.com

Using IP Address: 50.238.237.26

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Daniel Fanger

dfanger@nassaucountyfl.com

Asst. OMB Director Nassau County BOCC

Security Level: Email, Account Authentication

(None)

DF

Sent: 5/31/2022 8:43:18 AM Viewed: 5/31/2022 3:09:03 PM

Signed: 5/31/2022 3:10:14 PM

Signature Adoption: Pre-selected Style

Signed by link sent to dfanger@nassaucountyfl.com

Using IP Address: 50.238.237.26

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 1/12/2022 8:21:25 AM ID: a674f252-535e-4d30-a29b-ba05d6cf52ef		
Chris Lacambra		Sent: 5/31/2022 3:10:18 PM
clacambra@nassaucountyfl.com	Cliris Lacambra	Viewed: 5/31/2022 4:46:36 PM
OMB Director		Signed: 5/31/2022 4:46:47 PM
Nassau County BOCC	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication	Signed by link sent to	
(None)	clacambra@nassaucountyfl.com	
	Using IP Address: 50.238.237,26	
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Denise C. May		Sent: 5/31/2022 4:46:49 PM
dmay@nassaucountyfl.com	Denise C. May	Viewed: 5/31/2022 5:09:56 PM
Assistant County Attorney		Signed: 5/31/2022 5:10:06 PM
Nassau County BOCC	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication	Signed by link sent to dmay@nassaucountyfl.com	
(None)	Using IP Address: 50.238.237.26	
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Taco E. Pope, AICP		Sent: 5/31/2022 5:10:11 PM
tpope@nassaucountyfl.com	Taco E. Pope, AICP	Viewed: 5/31/2022 6:51:48 PM
County Manager		Signed: 5/31/2022 6:52:03 PM
Nassau County BOCC	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication	Signed by link sent to tpope@nassaucountyfl.com	
(None)	Using IP Address: 50.238.237.26	
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Amy Hartman	MIL	Sent: 5/31/2022 6:52:06 PM
info@tsidisaster.com	HAN	Resent: 6/8/2022 2:55:43 PM
Security Level: Email, Account Authentication		Viewed: 6/8/2022 3:09:31 PM
(None)	Signature Adoption: Drawn on Device	Signed: 6/8/2022 3:10:22 PM
	Signed by link sent to info@tsidisaster.com	
	Using IP Address: 99.99.18.242	
	Signed using mobile	
Electronic Record and Signature Disclosure: Accepted: 6/8/2022 3:09:31 PM ID: fe7f73f9-eebc-43f8-a2b7-b36e21d68bfb		
Henry Elmore	- v -1'	Sent: 6/8/2022 3:10:26 PM
henry@tsidisaster.com	Kyle Thea-	Viewed: 6/9/2022 11:23:10 AM
MGMR		Signed: 6/9/2022 12:09:39 PM
Security Level: Email, Account Authentication	Signature Adention: Proum on Device	
(None)	Signature Adoption: Drawn on Device Signed by link sent to henry@tsidisaster.com	
	Using IP Address: 184.88.158.137	
Electronic Record and Signature Disclosure: Accepted: 6/9/2022 11:23:10 AM ID: a49fdaa4-342e-4d13-b4b4-4a3b10275d87		

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
Evelyn Burton eburton@nassaucountyfl.com Procurement Nassau County BOCC Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/9/2022 12:10:02 PM Viewed: 6/9/2022 12:10:02 PM Signed: 6/9/2022 12:10:02 PM
BOCC AP boccap@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 2/4/2021 9:59:11 AM ID: 6238f06a-a4ad-4d45-a7f5-929d04629059	COPIED	Sent: 6/9/2022 12:09:43 PM
Clerk Admin ClerkServices@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/9/2022 12:09:44 PM
RLS Distro RLSDistribution@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure:	COPIED	Sent: 6/9/2022 12:09:45 PM
Not Offered via DocuSign Procurement Staff procurementstaff@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/9/2022 12:09:46 PM
Jeff Little jlittle@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/9/2022 12:09:47 PM Viewed: 6/9/2022 2:23:58 PM
Tammy Conley tconley@nassaucountyfl.com Nassau County BOCC Security Level: Email, Account Authentication (None)	COPIED	Sent: 6/9/2022 12:09:49 PM

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/26/2022 9:39:47 AM
Certified Delivered	Security Checked	6/9/2022 11:23:10 AM
Signing Complete	Security Checked	6/9/2022 12:09:39 PM
Completed	Security Checked	6/9/2022 12:09:49 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: 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.