

CS-20-208

BOCC CONTRACT APPROVAL FORM

(Contract Management Use only)
CONTRACT TRACKING NO.
CM2371-A9

GENERAL INFORMATION

Requesting Department: Engineering Services Department

Contact Person: Robert T. Companion

Telephone: (904) 530-6225 Fax: () Email: rcompanion@nassaucountyfl.com

CONTRACTOR INFORMATION

Name: Connelly & Wicker, Inc.

Address: 10060 Skinner Lake Drive, Suite 500 Jacksonville Florida 32246
City State Zip

Contractor's Administrator Name: Richard C. Welch Title: President

Telephone: (904) 265-3030 Fax: (904) 265-3031 Email: welch@cwieg.com

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)

Authorized Signatory Name: Richard C. Welch

Authorized Signatory Email: welch@cwieg.com

CONTRACT INFORMATION

Contract Name: Agreement for Design Services for Pages Dairy / Chester Road

Description: Ninth Amendment extending the term of the Agreement until May 31, 2022
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Terms: Payment Period: _____ Amount per Period: _____

Total Amount of Contract: \$1,305,196.54
APPROXIMATE IF NECESSARY

Source of Funds: 63470541-5563365 PDCII Termination/Cancellation: N/A

Authorized Signatory: Taco E. Pope, AICP - County Manager
IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: 11/21/2016 to: 11/20/2018

Status: New Renew Amend# WA/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other _____

If Processing an Amendment:

Contract #: CM2371-A9 Increased Amount of Existing Contract: No Change

New Contract Dates: 06/01/2021 to 05/31/2022 Total or Amendment Amount: \$1,305,196.54

Continued on next page

CHECKLIST		
<i>Complete and attach before sending contract for final signature</i>		
Requirement	Description	Certified Complete By
Contract, Exhibits and Appendices	1) 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 2) All such documents have been read and agreed to in their entirety by originating department and any faculty and staff members who have obligations under this contract.	
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	RTC
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	RTC
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.	N/A
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	N/A
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.	N/A
Term of Contract	Start and end dates of contract are included. Any renewals are included.	N/A
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	N/A
Insurance	Risk manager _____ has or _____ will approve insurance clauses. Levels confirmed in requirements	N/A
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.	N/A
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	N/A
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	RTC

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

- | | |
|--|---|
| <p>1. <u>Robert Companion</u> 5/18/2021
 Department Head Signature – Robert T. Companion Date</p> <p>2. <u>[Signature]</u> 5/18/2021
 Procurement – Brian Simmons Date</p> <p>3. <u>Megan Diehl</u> 5/21/2021
 Office of Management & Budget – Megan Diehl Date</p> <p>4. <u>Michael S. Mullin</u> 5/24/2021
 County Attorney/Contract Management – Michael S. Mullin Date</p> | <p><u>Engineering Services</u>
 Submitting Department</p> <p><u>63470541-5563365 PDCII</u>
 Funding Source/Acct #</p> |
|--|---|

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. Taco E. Pope AICP 5/24/2021
 County Manager – Taco E. Pope, AICP Date

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

Original: Clerk's Services; Contractor (original or certified copy)
 Copies: Department: Procurement; Office of Management & Budget; County Attorney; Contract Management: Clerk Finance

**NINTH AMENDMENT TO THE AGREEMENT FOR DESIGN SERVICES FOR THE
PAGES DAIRY/CHESTER ROAD INTERSECTION IMPROVEMENTS PROJECT
NASSAU COUNTY, FLORIDA**

THIS AGREEMENT made and entered into this 24th day of May _____, 2021 by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and **CONNELLY & WICKER, INC.**, a Florida Corporation, whose principle office address is located at 10060 Skinner Lake Drive, Suite 500, Jacksonville, Florida 32246, hereinafter referred to as "Consultant".

WHEREAS, the Board and the Consultant entered into an agreement on November 21, 2016 to provide professional engineering design services for the Pages Dairy Road/Chester Road Intersection Improvements project - Chester Road resurfacing, Pages Dairy Road widening and Chester Road at Pages Dairy Road intersection improvements; and

WHEREAS, the original Agreement provided for an initial performance period beginning November 21, 2016 and ending November 20, 2018, with an option to extend upon mutual agreement between the Consultant and the County; and

WHEREAS, on August 28, 2017, the parties agreed to amend the original Agreement adding additional services to the original Scope of Services, including the resurfacing of an additional 2,000' of Chester Road, redesigning the Pages Dairy Road/Chester Road intersection as an Urban design and Felmor Road/Pages Dairy Road intersection improvements and widening; and

WHEREAS, on December 26, 2018, the parties agreed to amend the original Agreement extending the performance period from November 21, 2018 to May 21, 2019 to allow for additional time to complete the additional services; and

WHEREAS, on January 22, 2019, the parties agreed to amend the original Agreement again adding additional services to the original Scope of Services, including geotechnical exploration, structural design and civil design to address subsurface issues; and

WHEREAS, on July 26, 2019, the parties agreed that additional time was needed to complete the additional services added to the original Scope of Services and extended the performance period from May 22, 2019 to May 21, 2020; and

WHEREAS, on October 28, 2019, the parties agreed to amend the original Agreement adding additional services to the original Scope of Services, including the JEA watermain design. The County was reimbursed by JEA for the costs expended for the watermain design; and

WHEREAS, on January 13, 2020, the parties agreed to amend the original Agreement revising the Scope of Services to include signalization and mast arm design for unknown signal facilities at David Hallman Parkway; and

WHEREAS, on July 9, 2020, the parties agreed that additional time was needed to complete the additional services added to the original Scope of Services and extended the performance period from May 22, 2020 to December 31, 2020; and

WHEREAS, on December 22, 2020, the parties agreed to extend the performance period from January 1, 2021 to May 31, 2021 to allow the Consultant additional time to complete the Pages Dairy Road/Chester Road intersection improvements due to a delay in coordination with CSX for crossing signal upgrades; and

WHEREAS, the parties desire to extend the performance period of the Agreement for an additional one (1) year beginning June 1, 2021 and ending May 31, 2022 to allow the Consultant additional time to complete post-design services with respect to the Pages Dairy Road/Chester Road intersection improvements; and

WHEREAS, the County Engineer believes it to be in the best interest of the County to extend the performance period of the Agreement for an additional one (1) year.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. In accordance with Article 4 of the original Agreement dated November 21, 2016, the performance period is hereby extended for a period of time beginning June 1, 2021 and ending May 31, 2022.
2. All other provisions of said Agreement not in conflict with this Amendment shall remain in full force and effect.

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

Taco E. Pope AICP

By: Taco E. Pope, AICP, County Manager
Its: Designee

5/24/2021
Date: _____

CONNELLY & WICKER INC.

Richard C. Welch

By: Richard C. Welch
Its: President

5/24/2021
Date: _____

Certificate Of Completion

Envelope Id: A381F983ACA246F5AB58997A2116562B Status: Completed
 Subject: Please DocuSign: CM2371-A9.pdf
 Source Envelope:
 Document Pages: 5 Signatures: 7 Envelope Originator:
 Certificate Pages: 7 Initials: 0 Amber Carter
 AutoNav: Enabled acarter@nassaucountyfl.com
 EnvelopeId Stamping: Enabled IP Address: 50.238.237.26
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original Holder: Amber Carter Location: DocuSign
 5/18/2021 8:45:34 AM acarter@nassaucountyfl.com

Signer Events

Signer Events	Signature	Timestamp
Robert Companion RCompanion@nassaucountyfl.com County Engineer Nassau County BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 5/18/2021 8:51:19 AM Viewed: 5/18/2021 8:55:06 AM Signed: 5/18/2021 8:55:15 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Brian Simmons bsimmons@nassaucountyfl.com Procurement Manager Nassau County BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 50.238.237.26	Sent: 5/18/2021 8:55:17 AM Viewed: 5/18/2021 9:52:10 AM Signed: 5/18/2021 9:52:39 AM
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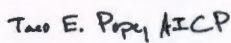
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Megan Diehl mdiehl@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: 5/18/2021 9:52:41 AM Viewed: 5/21/2021 5:16:38 PM Signed: 5/21/2021 5:17:05 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Michael S. Mullin mmullin@nassaucountyfl.com County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 5/21/2021 5:17:07 PM Viewed: 5/24/2021 11:15:33 AM Signed: 5/24/2021 11:15:59 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
Taco E. Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 5/24/2021 11:16:00 AM Viewed: 5/24/2021 11:50:29 AM Signed: 5/24/2021 11:50:55 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Richard C. Welch welch@cwieg.com Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.244.66.82	Sent: 5/24/2021 11:50:57 AM Viewed: 5/24/2021 11:52:41 AM Signed: 5/24/2021 11:53:36 AM
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Electronic Record and Signature Disclosure:
Accepted: 5/24/2021 11:52:41 AM
ID: 0774a72a-3610-4b77-85bc-4bba6c5e54a3

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Amber Carter acarter@nassaucountyfl.com Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 5/24/2021 11:53:38 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Robert Companion RCompanion@nassaucountyfl.com County Engineer Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 5/24/2021 11:53:39 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Shelley Caldwell scaldwell@nassaucountyfl.com Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 5/24/2021 11:53:40 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
<p>Richard C. Welch welch@cweng.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 5/24/2021 11:52:41 AM ID: 0774a72a-3610-4b77-85bc-4bba6c5e54a3</p>	COPIED	Sent: 5/24/2021 11:53:41 AM
<p>Brenda Linville blinville@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 5/24/2021 11:53:42 AM
<p>Heather Nazworth hnazworth@nassauclerk.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 5/24/2021 11:53:43 AM
<p>Melissa Lucey mlucey@nassauclerk.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 5/24/2021 11:53:44 AM
<p>Peggy Snyder psnyder@nassauclerk.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 5/24/2021 11:53:45 AM
<p>Tina Barnett tbarnett@nassauclerk.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 5/24/2021 11:53:46 AM
<p>Jennifer Marlatt jmarlatt@nassauclerk.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 5/24/2021 11:53:47 AM

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	5/18/2021 8:51:19 AM
Certified Delivered	Security Checked	5/24/2021 11:52:41 AM
Signing Complete	Security Checked	5/24/2021 11:53:36 AM
Completed	Security Checked	5/24/2021 11:53:47 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Nassau (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Nassau:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bsimmons@nassaucountyfl.com

To advise County of Nassau of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bsimmons@nassaucountyfl.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Nassau

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Nassau

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Nassau as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Nassau during the course of your relationship with County of Nassau.