

CS-20-317

**WORK AUTHORIZATION #CM2877-WA 14
NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS**

Consultant:	Peters & Yaffee, Inc.
Contract Number:	CM2287-WA14
Contact Name:	Dow Peters
Contact Number:	904 265-0751
Email:	dpeters@petersandyaffee.com

CURRENT WORK AUTHORIZATION			
Project Short Title: Henry Smith response Package to FDEP RAI No 1 for FDEP Section 404 General Permit			
		CONTRACT OVERVIEW	
Date Submitted	6-17-21	Total of Previous Authorizations	\$783,586.75
Amount	\$16,094.45	This Work Authorization	\$16,094.45
Scheduled Completion	4-30-22	Current Contract Total	\$799,681.20

This Work Authorization is to the AGREEMENT between Nassau County and , Peters & Yaffee, Inc. ("Vendor") for Continuing Contract for Professional Engineering Services in Nassau County, Florida, dated June 17, 2021. The services to be provided under this Work Authorization are as follows:

ARTICLE 1. Services Described as:

This Work will provide the County with the wetland delineation at cross drain upstream and downstream locations at three existing cross drains affected by the resurfacing project at Henry Smith Road. The delineation will include the wetlands lines to be flagged and incorporated into the Henry Smith Resurfacing project construction plan set digitally and to prepare and submit a response package to RAI No. 1 for FDEP Section 404 General Permit.

Under the scope of work for this Work Authorization, Peters & Yaffee, Incorporated will perform the tasks set forth in the Scope of Services, a copy of which is attached hereto and incorporated herein as Exhibit "A".

ARTICLE 2. Time Schedule

Work under the Scope of Services provided will begin no later than 10 days after this Work Authorization is fully executed and Peters & Yaffee, Inc. has received Notice to Proceed.

ARTICLE 3. Budget

The cost estimated to perform the work as described in Exhibit "A" is \$16094.45. A breakdown for each task in conjunction with the estimated labor hours, contractor labor rates, and expenses are attached as Exhibit "B". Costs incurred will be invoiced on a time and material basis. The County will be notified when the overall project budget is nearing its limit.

ARTICLE 4. Other Provisions

The Services covered by this Work Authorization will be performed in accordance with the provisions set forth in the AGREEMENT referenced above and any of its attachments or schedules. Additional terms or contract provisions whether submitted purposely or inadvertently, shall have no force or effect. This Work Authorization will become a part of the referenced AGREEMENT when executed by both parties.

In presenting this Work Authorization, Vendor agrees that:

Unless detailed herein, all drawings, data, electronic files and other information required for this Work Authorization has been accepted by Vendor. Specifically, all electronic files have been reviewed and accepted for the purposes of this Work assignment. Any additional information, including detailed scope of services are attached.

AGREED TO BY:

B Dow Peters
Print Name: Dow Peters
Title: President
Date: 9/23/2021

Account number(s):

63470541-563365 HSMTH

RECOMMENDED AND APPROVED BY NASSAU COUNTY:

County Engineer:	<u>Robert Companion</u> Department Head or Designee	9/22/2021
Procurement:	<u>Brian Simmons</u>	9/23/2021
Office of Management & Budget:	<u>Megan Diehl</u> Megan Diehl	9/23/2021
County Manager:	<u>Taco E. Pope, AICP</u> Taco E. Pope, AICP	9/23/2021
Ex-Officio Clerk:	<u>N/A</u> John Crawford	
County Attorney:	<u>Michael S. Mullin</u> Michael S. Mullin	9/23/2021

APPROVED by the BOARD OF COUNTY COMMISSIONERS, this ____ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

N/A
Thomas R. Ford
Chairman

ACCOUNT NO.:

63470541-563365 HSMTH

EXHIBIT A
SCOPE OF SERVICES *for SA NO. 1*
ENGINEERING SERVICES
FOR
Henry Smith Road Resurfacing Project
NASSAU COUNTY, FLORIDA

June 17, 2021

SA No. 1 services are noted in bold italics.

A. PROJECT DESCRIPTION

1. The intent of this project is to provide final construction documents and all required permits for the proposed roadway improvements for Henry Smith Road located in Hilliard, FL.
2. The project limits are from the intersection of Henry Smith Road and US1 to the east and the intersection of Henry Smith Road and CR 108 to the west. This road is a rural two-way two-lane road classified as a minor collector with roadside ditches on both sides of the road discharging to cross drains. Numerous residences are directly connected to the project corridor and a CSX railroad crossing is located at the east end of the project corridor.
3. The project length is approximately 1.9 miles.
4. The scope of this project is based on discussions with Nassau County Staff and a site visit conducted by PY on July 30, 2019. Project scope elements include the following:
 - a. Design for the milling and resurfacing of existing roadway pavement within project limits.
 - b. Design for minor drainage modifications.
 - c. Design for the repair of eroded areas and protection against future erosion around drainage crossings.
 - d. Develop and complete No Passing Zone Study.
5. ***Delineate wetland lines at cross drain upstream and downstream locations at three existing cross drains.***

6. Prepare and submit response package to FDEP RAI No. 1 and coordinate for an FDEP Section 404 General Permit.

B. PROJECT SCOPE

1. Data Collection

- a. *Existing Stormwater Permit Information* – includes gathering all pertinent information including construction plans, drainage computations and correspondence from the St. Johns River Water Management District's (SJRWMD) online database.
- b. *Field Review* – Site visit for two Peters and Yaffee personnel to review the existing condition of the roadway and associated roadway features within the project corridor.
- c. *Geotechnical* – These services include pavement cores and auger borings performed (6-foot depths) at the following locations along the roadway: As shown in the separate estimated fee sheet for the pavement coring operations, right of way permits and MOT will be required to facilitate a lane closure for this work. Laboratory classification and index property tests will be performed as necessary on selected soil and pavement core samples obtained at the test locations. An engineering report will be prepared that will include a review of available project information, a discussion and results of the conducted field and laboratory services, a discussion of site and subsurface conditions, table of pavement section thickness and photos of asphalt core samples.
- d. *Survey* - The consultant shall provide survey services within the projects limits as follows:
 - i. Establish Horizontal and Vertical Control.
 - ii. Establish Baseline of survey.
 - iii. Establish project Benchmarks and Reference Points.
 - iv. Locate existing right-of-way lines including CSX Railroad R/W lines.
 - v. Topography for 50' roadway intervals and 100' intervals based on project location.
 - vi. Survey geotechnical boring locations.
 - vii. Provide survey data by electronic files.

- viii. Two supplemental survey days included for unforeseen conditions.
- e. *Traffic Data* – The Consultant shall collect the necessary traffic data to complete a No Passing Zone Study.
- f. ***Environmental Services – Delineate wetland lines at upstream and downstream locations at three existing cross drains.***
- g. ***Prepare and submit response package to FDEP RAI No. 1 and coordinate for an FDEP Section 404 General Permit.***

2. Project General Tasks

- a. *Notice to Proceed Meeting* – The Consultant shall prepare for and attend one Notice to Proceed Meeting with Nassau County staff.
- b. *Project Status Meetings* – The appropriate members of the Consulting team shall attend up to two progress meetings with the County staff to discuss project progress and status, upcoming events and activities. The purpose of these meetings is to maintain clear communication between the County and the Consultant. The Consultant shall prepare and distribute meeting minutes following each of these meetings.
- c. *Project Schedule* – The Consultant shall prepare and submit a project schedule for this project identifying major tasks, their duration and tasks relationships. The schedule shall be updated monthly and at other appropriate intervals.
- d. *Invoices/Progress Reports* – Invoices shall be prepared in the format prescribed by the County. Progress reports shall be submitted with each monthly invoice.
- e. *Quality Assurance/Quality Control* – The Consultant shall designate appropriate staff to conduct Quality Assurance/Quality Control (QA/QC) reviews of all work products prior to submittals to the County.

3. Roadway Analysis and Plans

The Consultant will perform the necessary roadway analyses and prepare construction plan sheets, specifications, notes and details for a complete set of roadway construction documents to convey the intent and scope of the project for the purposes of construction. The consultant will develop a pavement design

based on the existing traffic data provided by the County and pavement cores obtained as part of this scope. Included herein are also the analyses, plans and design details necessary for a safe and effective Maintenance of Traffic (MOT) Plan to move vehicular and pedestrian traffic during all phases of construction. The design will be prepared in accordance with the FDOT Design Manual Chapter 114 for Resurfacing, Restoration and Rehabilitation (RRR) and the FDOT Green Book and applicable County Standards. This task will also include the preparation of Standard Specifications and Special Provisions.

4. Drainage Analysis and Plans

The Consultant shall evaluate the historical flooding issues as noted by County staff

The Consultant shall evaluate the safety of drainage features and design appropriate solutions to bring the drainage features into compliance.

The Consultant shall evaluate any damage from erosion on each side of Henry Smith Road at each cross-drain location and design appropriate erosion control features.

5. Utility Coordination

The Consultant shall be responsible for coordinating all design with the affected utility companies in order to minimize utility conflicts. The following services will be included:

- a. *Utility Coordination* – The Consultant shall coordinate with the known private and public utility companies within the project corridor and obtain plans of their existing facilities (both horizontally and vertically) within the project limits. The consultant shall re-contact these utilities and submit 60% design plans that include all known existing utilities. The consultant shall make a final contact with these utilities to submit 90% plans that show all proposed roadway and drainage improvements. The Consultant shall provide a list of utility contacts at the preliminary and final design.

6. Railroad Coordination

The Consultant shall be responsible for coordinating all design affecting the at-grade railroad crossing with the railroad owner, CSX Transportation, Inc. The Consultant shall also coordinate any aspects of the MOT plan that affects the functioning of the at-grade railroad crossing with CSX Transportation, Inc.

7. Signing and Pavement Marking Analyses and Plans

The Consultant will perform the necessary signing and pavement marking analyses and prepare construction plan sheets, notes and details for a complete

set of signing and pavement marking documents to convey the intent and scope of the project for the purposes of construction.

8. Permitting

The Consultant will provide all services (data collection, field surveys, coordination, agency meetings, permit and associated exhibit preparation, etc.) necessary to develop and apply for a Noticed General Permit (NGP) with the St. Johns River Water Management District pursuant to section 40C-400.443 F.A.C. and a Nationwide (NWP) 14 through the US Army Corps of Engineers. Ideally the proposed project can be designed and authorized through the NGP and the NWP permitting process, however should the project exceed the thresholds of these authorizations, additional services provided under a future scope of services will be required for the preparation and submittal of either a Standard General or Individual permits through those agencies.

9. No Passing Zone Study

The Consultant will analyze the acquired traffic data and complete a No Passing Zone Study.

10. Construction Cost Estimate

The Consultant will provide three construction cost estimates. The first will be a preliminary cost estimate to be provided at Notice to Proceed (NTP). The second will be provided at 60% and the third will be provided with final plans.

11. Bid Phase Services

The Consultant will prepare a bid package including front end documents and specifications for the bidding of this project. The consultant will also formally respond to questions during the bidding phase of the project and prepare a recommendation of the lowest qualified bidder based on the county prepared bid tabulations.

12. Post Design Services

The Consultant will provide services necessary to assist the County during the construction phase of this project. The consultant will respond to contractor requests for information, review and approve shop drawings, attend meetings as necessary and revise plans as necessary. This effort also includes the review and approval of as-built drawings to provide certification to the SJRWMD and any other regulatory agencies, as required.

C. PROJECT DELIVERABLES

The Consultant shall contact the County prior to making a submission to verify the number of copies to submit. Up to five draft copies of the construction plans and

required documents (specifications, utility certifications, letters, memos, etc.) will be submitted at the 60%, 90% and Final stages of design.

Wetland lines will be flagged and incorporated into the construction plan set digitally.

A response package to RAI No. 1 will be prepared and submitted to FDEP for a Section 404 General Permit.

D. PROJECT SCHEDULE

The Consultant will provide a revised project schedule for the County no later than 10 days after NTP and meet all permitting requirements of this scope but timeliness of receipt of permits is out of the Consultant's control.

E. COMPENSATION

Peters and Yaffee, Inc. will perform the Scope of Services outlined herein for a lump sum fee of **\$16,094.45**.

Firm Name	Role	Fee Amount
Peters and Yaffee	Prime Consultant	\$6,594.45
Environmental Resource Solutions	Subconsultant	\$9,500.00
TOTAL		\$16,094.45

F. COUNTY RESPONSIBILITIES

1. Documents – The County shall provide access to any available plans, maps, survey data and other pertinent information under its control essential to the satisfactory completion of the work indicated herein.
2. Reviews – The County will provide timely reviews of the Consultant's work in accordance with the schedule agreed upon between the County and the Consultant. Each review period by the county shall be two weeks, at which time all comments will be forwarded to the Consultant.

G. ASSUMPTIONS

1. This effort does not include any Contamination investigations or analysis. If areas are identified during the design, requiring further analysis, they will be addressed separately.
2. Utility relocation design services are not included in this scope of work. If relocations and/or upgrades are identified as necessary by utility agencies, the relocation design work will be addressed separately.
3. The County will be responsible for all agency permitting and/or application fees. These costs are not part of the Consultant's scope and proposal.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**Nassau County,
Board of County Commissioners**

Its: Chair

Date: _____

ATTEST TO CHAIR
SIGNATURE

Approved as to form and legal
sufficiency:

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

MIKE MULLIN

ATTEST:

Peters and Yaffee, Inc.

(Corporate Secretary)

Signature of President/Owner

Russell Yaffee, PE
Type/Print Name of Corporate Secy.

Dow W. Peters III, PE
Type/Print Name of President/Owner
Date: _____



ESTIMATE OF WORK EFFORT AND FEE
Henry Smith Road - FDEP Permitting - Nassau County

Exhibit B

No. / ACTIVITY	Project Principal		Project Manager		Project Engineer		Engineering Intern		Clerical		Project Totals	
	Rate = \$	214.29	Rate = \$	182.89	Rate = \$	113.27	Rate = \$	76.23	Rate =		Hours	Costs
	Man Hours	Labor Cost	Man Hours	Labor Cost	Man Hours	Labor Cost	Man Hours	Labor Cost	Man Hours	Labor Cost	Hours	Costs
TASK 1 - DATA COLLECTION												
1a	Field Reviews	0	\$ -	8	\$ 1,453.12	8	\$ 906.16	0	\$ -			\$ 2,389.28
1b	Wetland Delineation Services	<i>Services provided by ERS (Fixed Fee)</i>										\$ 1,000.00
1c	Section 404 Permitting Support Services (Limiting Amount)	<i>Services provided by ERS (Not to Exceed)</i>										\$ 8,500.00
	Subtotal	0	\$ -	8	\$ 1,463.12	8	\$ 906.16	0	\$ -			\$ 11,869.28
TASK 2 - PROJECT GENERAL TASKS												
2a	Project Coordination/Maintenance	1	\$ 214.29	0	\$ -	0	\$ -	0	\$ -		1	\$ 214.29
	Subtotal	1	\$ 214.29	0	\$ -	0	\$ -	0	\$ -		1	\$ 214.29
TASK 3 - FDEP Permitting												
	Preparing response package for RAI No. 1	1	\$ 214.29	4	\$ 731.56	16	\$ 1,812.32	8	\$ 609.84		29	\$ 3,368.01
	Quality Assurance/Quality Control	1	\$ 214.29	0	\$ -	0	\$ -	0	\$ -		1	\$ 214.29
	Supervision	1	\$ 214.29	0	\$ -	0	\$ -	0	\$ -		1	\$ 214.29
	Coordination	1	\$ 214.29	0	\$ -	0	\$ -	0	\$ -			\$ 214.29
	Subtotal	4	\$ 857.16	4	\$ 731.56	16	\$ 1,812.32	0	\$ 609.84		31	\$ 4,010.88
	TOTAL	5	\$ 1,071.45	12	\$ 2,194.68	24	\$ 2,718.48	0	\$ 609.84		32	\$ 16,094.45

Certificate Of Completion

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Status: Completed

Subject: Please DocuSign: CM2287-WA14.pdf

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Document Pages: 11

Signatures: 6

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Certificate Pages: 7

Initials: 0

Amber Carter

AutoNav: Enabled

acarter@nassaucountyfl.com

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acarter@nassaucountyfl.com

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Robert Companion

RCompanion@nassaucountyfl.com

County Engineer

Nassau County BOCC

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Signed using mobile

Electronic Record and Signature Disclosure:

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Brian Simmons

bsimmons@nassaucountyfl.com

Manager, Procurement

Nassau County BOCC

Security Level: Email, Account Authentication
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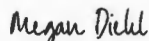
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Megan Diehl

mdiehl@nassaucountyfl.com

OMB Director

Nassau County BOCC

Security Level: Email, Account Authentication
(None)

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Michael S. Mullin

mmullin@nassaucountyfl.com

County Attorney

Nassau County BOCC

Security Level: Email, Account Authentication
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Signer Events	Signature	Timestamp
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Dow Peters dpeters@petersandyaffee.com President Security Level: Email, Account Authentication (None)	<i>Dow Peters</i> Signature Adoption: Pre-selected Style Using IP Address: 107.77.216.177 Signed using mobile	Sent: 9/23/2021 3:06:17 PM Viewed: 9/23/2021 3:08:17 PM Signed: 9/23/2021 3:08:36 PM
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Amber Carter acarter@nassaucountyfl.com Nassau County BOCC Security Level: Email, Account Authentication (None)	COPIED	Sent: 9/23/2021 3:08:38 PM
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Robert Companion RCompanion@nassaucountyfl.com County Engineer Nassau County BOCC Security Level: Email, Account Authentication (None)	COPIED	Sent: 9/23/2021 3:08:40 PM
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Dow Peters
dpeters@petersandyaffee.com
President
Security Level: Email, Account Authentication
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Brian Simmons
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Manager, Procurement
Nassau County BOCC
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blinville@nassauclerk.com
Nassau County Clerk
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Melissa Lucey
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Heather Nazworth
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Completed	Security Checked	9/23/2021 3:08:51 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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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.