

CS-22-081

BOCC CONTRACT APPROVAL FORM
(Request for Contract Preparation)

CONTRACT TRACKING NO.
CM1852-A4

GENERAL INFORMATION

Requesting Department: OMB
Contact Person: Chris Lacambra
Telephone: (904)530-6010 Fax: () Email: clacambra@nassaucountyfl.com

CONTRACTOR INFORMATION

Name: Continuing Contract for Professional Engineering Service
Address: 2618 Herschel Street Jacksonville FL 32204
City State Zip
Contractor's Administrator Name: Albert E Browder Title: Vice President
Telephone: (904)387-6114 Fax: () Email: abrowder@olsen-assoicates.com

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

Authorized Signatory Name: Albert E Browder
Authorized Signatory Email: abrowder@olsen-associates.com

CONTRACT INFORMATION

Contract Name: Continuing Contract for Professional Coastal Engineering Services
Description: Task-based coastal engineering consulting, including specialized coastal subconsultant services for South Amelia Island Shore Stabilization Project
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Total Amount of Contract: Contract based on hourly rate of work.
APPROXIMATE IF NECESSARY

Source of Funds: County State Federal Other SAISSA/MSU Account: 43600539-531386

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

Contract Dates: From: 01/01/2023 to: 02/28/2023 Termination/Cancellation: 02/28/2023

Status: New Renew Amend# WA/Task Order Supplemental Agreement

How Procured: Exemption Sole Source Single Source ITB RFP RFQ Coop
 Piggyback Quotes Other Continuing Contract

If Processing an Amendment:

Contract #: CM1852-A4 Increased Amount to Existing Contract: No Cost Increase

New Contract Dates: 01/01/2023 to 02/28/2023 Total or Amended Amount: \$0.00

Continued on next page

CHECKLIST		
<i>Review/Complete before sending contract for final signature</i>		
Requirement	Description	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 staff members who have obligations under this contract.	Dept LG
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	Dept LG
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	Dept LG
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 LG 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 LG
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

1. Chris Lacambra 12/20/2022
Department Head/Contract Manager Date
Nassau County
2. _____ 12/20/2022
Procurement Date
3. Chris Lacambra 12/20/2022 *Jessy Pate* 12/20/2022
Office of Mgmt & Budget Date
4. Denise C. May 12/22/2022 *DJ* 12/22/2022
County Attorney Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5.  12/28/2022
County Manager Date

**Fourth AMENDMENT TO THE CONTINUING CONTRACT
FOR PROFESSIONAL ENGINEERING SERVICES FOR NASSAU COUNTY FL**

THIS AMENDMENT made and entered into this _____ day of _____ by and between the **Board of County Commissioners of Nassau County, Florida**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and **Olsen Associates Inc**, a Florida Profit Corporation, whose office address is located at 2618 Herschel Street Jacksonville, FL 32204 hereinafter referred to as "Consultant".

WHEREAS, the parties entered into a Contract on or about April 18,2012; and

WHEREAS, the Contract provided for an initial performance period beginning April 18,2012 and ending April 17,2017 with the option to extend upon mutual written agreement between the parties and

WHEREAS, Upon mutual written agreement of the parties the performance period was extended for periods of time beginning April 18,2017through December 31,2022; and

WHEREAS, The County has determined that it is necessary to extend the performance period of the Contract for and additional period of time beginning January 1, 2023 through February 28,2023.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants and understanding contained herein, the parties hereto do mutually agree as follows:

1. The Contract shall be amended to extend the performance period beginning January 1, 2023 through February 28, 2023.
2. The Contract amount shall not be increased.
3. All other provisions of the Contract not in conflict with this Amendment shall remain in full force and effect.

NASSAU COUNTY, FLORIDA



By: Taco E. Pope, AICP
 Its: Designee
 Date: 12/28/2022

Approved as to form and legality by the Nassau County Attorney:

Denise C. May 12/22/2022
 DENISE C. MAY

OLSEN ASSOCIATES INC.



By: Albert E Browder
 Its: Vice President,
 Date: 12/22/2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2021

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 certificate holder in lieu of such endorsement(s).

PRODUCER DENNY DOYLE, AGENT 7807 BAYMEADOWS RD E STE 100 JACKSONVILLE, FL 32256	CONTACT NAME: PEGGY MELE PHONE (A/C No. Ext.): 9047373777 FAX (A/C No.): E-MAIL ADDRESS: PEGGY@DENNYDOYLE.COM	
	INSURER(S) AFFORDING COVERAGE	
INSURED OLSEN ASSOCIATES INC 2618 HERSCHEL STREET JACKSONVILLE, FL 32204	INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: State Farm Florida Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 25178 10739

COVERAGES **CERTIFICATE NUMBER:** **REVISION 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 SUBR INSRD WORD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WATERCRAFT LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		98-BK-X282-9B	01/09/2022	01/09/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Eg occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		110 7253-A09-59C L13-0097-A09-59K	01/09/2022 01/09/2022	01/09/2023 01/09/2023	COMBINED SINGLE LIMIT (Eg accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 100,000 \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		98-BM-C190-4 B	01/09/2022	01/09/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: RFQ: Solicitation No. NC12-005

CERTIFICATE HOLDER **CANCELLATION**

Additional Insured: Nassau County Board of County Commissioners 96135 Nassau Place, Ste 6 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. AUTHORIZED REPRESENTATIVE
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Certificate Of Completion

Envelope Id: 52A81E41E24949BB9196C18E1614C42C Status: Completed
Subject: Complete with DocuSign: CM1852 A-4 (Resubmittal).pdf
Source Envelope:
Document Pages: 6 Signatures: 5 Envelope Originator: Tracy Poore
Certificate Pages: 5 Initials: 2 tpoore@nassaucountyfl.com
AutoNav: Enabled IP Address: 50.238.237.26
Envelopeld Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original Holder: Tracy Poore Location: DocuSign
12/22/2022 9:27:08 AM tpoore@nassaucountyfl.com

Signer Events

Signature

Timestamp

Tracy Poore Sent: 12/22/2022 9:29:48 AM
tpoore@nassaucountyfl.com Viewed: 12/22/2022 9:29:56 AM
OMB Admin Signed: 12/22/2022 9:30:01 AM
Nassau County BOCC
Security Level: Email, Account Authentication (None)
Signature Adoption: Pre-selected Style
Using IP Address: 50.238.237.26

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Abigail Jorandby Sent: 12/22/2022 9:30:03 AM
ajorandby@nassaucountyfl.com Viewed: 12/22/2022 9:59:11 AM
Assistant County Attorney Signed: 12/22/2022 10:43:57 AM
Nassau BOCC
Security Level: Email, Account Authentication (None)
Signature Adoption: Pre-selected Style
Using IP Address: 50.238.237.26

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Albert E Browder Sent: 12/22/2022 10:43:59 AM
abrowder@olsen-associates.com Resent: 12/22/2022 10:51:10 AM
Viewed: 12/22/2022 11:11:18 AM
Signed: 12/22/2022 11:11:52 AM
Security Level: Email, Account Authentication (None)
Signature Adoption: Pre-selected Style
Using IP Address: 73.53.194.92

Electronic Record and Signature Disclosure:
Accepted: 12/22/2022 11:11:18 AM
ID: 86cae240-1c72-445f-80b7-ac259001ba12

Denise C. May Sent: 12/22/2022 11:11:56 AM
dmay@nassaucountyfl.com Viewed: 12/22/2022 4:17:55 PM
Assistant County Attorney Signed: 12/22/2022 4:18:45 PM
Nassau County BOCC
Security Level: Email, Account Authentication (None)
Signature Adoption: Pre-selected Style
Using IP Address: 174.239.84.173
Signed using mobile

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events

Taco Pope, AICP
tpope@nassaucountyfl.com
County Manager
Nassau County BOCC
Security Level: Email, Account Authentication
(None)

Signature



Signature Adoption: Drawn on Device
Using IP Address: 50.238.237.26

Timestamp

Sent: 12/22/2022 4:18:49 PM
Viewed: 12/28/2022 9:40:26 AM
Signed: 12/28/2022 9:40:32 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Clerk Admin
clerkservices@nassaucountyfl.com
Security Level: Email, Account Authentication
(None)



Sent: 12/28/2022 9:40:35 AM

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	12/22/2022 9:29:48 AM
Envelope Updated	Security Checked	12/22/2022 10:30:21 AM
Envelope Updated	Security Checked	12/22/2022 10:51:10 AM
Certified Delivered	Security Checked	12/28/2022 9:40:26 AM
Signing Complete	Security Checked	12/28/2022 9:40:32 AM
Completed	Security Checked	12/28/2022 9:40:35 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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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.