

CS-22-285

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

THIS AMENDMENT is made 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 extended the performance period of the Agreement for an additional one (1) year from June 1, 2021 to 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 agreement entered into on February 3, 2022 with First Coast Railroad allowed until December 30, 2022 to complete the review of the engineering plans with respect to crossing signal upgrades at the Pages Dairy Road/Chester Road intersection, and

WHEREAS, the parties agreed to extend the performance period of the Agreement for an additional one (1) year beginning June 1, 2022 and ending May 31, 2023 to allow the Consultant

additional time to complete the engineering design plans with respect to the railroad's engineering comments; and

WHEREAS, the Consultant notified the County Engineer that additional services were needed for the design of the JEA 16' reclaimed water main and 16" force main facilities along Chester Road and for a re-design of two (2) mast arm poles as further depicted in Exhibit "1", a copy of which is attached hereto and incorporated herein; and

WHEREAS, on or about May 2, 2023, the parties agreed that additional time and funds would be needed in the amount of 83,873.48 to complete the additional services; and

WHEREAS, JEA agreed to reimburse the County for the portion of the additional costs associated with the additional JEA services and the County has since been reimbursed by JEA; and

WHEREAS, after May 2, 2023, the performance period of the Agreement was not formally extended, but the parties continued to perform their contractual duties and responsibilities under the Agreement, and the parties agree by this performance there was an implied extension of the performance period of the Agreement; and

WHEREAS, the parties now desire to memorialize the extension of the performance period of the Contract through November 30, 2023.

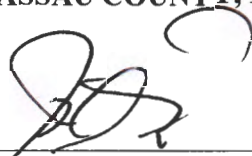
NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Agreement shall be amended to include the additional services as further depicted in Exhibit "1", a copy of which is attached hereto and incorporated herein, and to increase the contracted amount to reflect the additional costs of said services in the amount of \$83,873.48 as depicted in Exhibit "2", a copy of which is attached hereto and incorporated herein.
2. The Agreement shall be further amended to extend the extend the performance period through November 30, 2023.

3. All other provisions of said Agreement not in conflict with this Amendment shall remain in full force and effect.

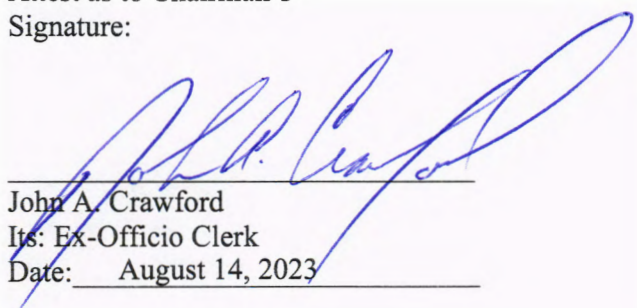
IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by its duly authorized representatives, effective on the last date below.

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



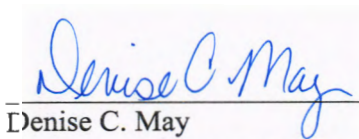
Klynt A. Farmer
Its: Chairman
Date: August 14, 2023

Attest as to Chairman's
Signature:



John A. Crawford
Its: Ex-Officio Clerk
Date: August 14, 2023

Approved as to form and legality by the
Nassau County Attorney



Denise C. May
Its: Nassau County Attorney
Date: August 14, 2023

CONNELLY & WICKER, INC.

Contract Number CM2371-A11

Richard Welch

By: Richard Welch, P.E.

Its: President 7/18/2023

Date: _____

EXHIBIT "1"

Amendment #11

Chester Road at Pages Dairy Intersection Improvements Project

Additional Scope for Chester Road includes:

- Design JEA 16" reclaimed water main and 16" force main facilities along Chester Road and the associated plans production. Includes approximately 2790 feet of 16" reclaimed water main and 2790' of force main. Design also includes conflict resolutions for the existing water main and force main facilities. (\$37,610.76 + \$40,262.72 = \$77,873.48)
- Pond (Sub-consultant to Peters & Yaffee) – Mast arm structural re-design due to railroad requiring an added median at the intersection of Chester Road and Pages Dairy Road and resulting in a relocation of Pole 4 with longer arms and adjustment of sign and signal positions on Pole 6. (\$6,000.00)

Exhibit "2"

Fee Proposal

Department of Public Works

Nassau County, Florida

| | | Current Contract Amount | Amendment #11 Amounts | Total Amended Contract Amount |
|---|-----------------------------|-------------------------------|-----------------------------|--|
| 1. Chester Road Resurfacing Project | | | | |
| | Connelly and Wicker | \$78,950.37 | | \$78,950.37 |
| | DRMP | \$82,804.52 | | \$82,804.52 |
| | Universal Engineering | \$24,253.44 | | \$24,253.44 |
| | Post Design Services (L.A.) | \$5,000.00 | | \$5,000.00 |
| | Subtotal | \$191,008.33 | | \$191,008.33 |
| 2. Chester Road at Pages Dairy Intersection | | | | |
| | Connelly and Wicker | \$350,460.86 | \$77,873.48 | \$428,334.34 |
| | DRMP | \$81,329.03 | | \$81,329.03 |
| | Peters and Yaffee | \$71,352.91 | \$6,000.00 | \$77,352.91 |
| | Universal Engineering | \$21,449.30 | | \$21,449.30 |
| | Environmental Services | \$19,200.00 | | \$19,200.00 |
| | Post Design Services (L.A.) | \$20,000.00 | | \$20,000.00 |
| | Subtotal | \$563,792.10 | | \$647,665.58 |
| 3. Pages Dairy Road Widening | | | | |
| | Connelly and Wicker | \$245,701.37 | | \$245,701.37 |
| | DRMP | \$223,313.87 | | \$223,313.87 |
| | Universal Engineering | \$34,246.40 | | \$34,246.40 |
| | Environmental Services | \$22,100.00 | | \$22,100.00 |
| | G.M. Hill Engineering | \$15,034.47 | | \$15,034.47 |
| | Post Design Services (L.A.) | \$10,000.00 | | \$10,000.00 |
| | Subtotal | \$505,396.11 | | \$550,396.11 |
| | Total | \$1,305,196.54 | \$83,873.48 | \$1,389,070.02 |

Client#: 244652

CONNWIC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/20/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|--|------------------------|
| PRODUCER Edgewood Partners Ins. Center 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022 | CONTACT NAME: Rebecca Egan PHONE (A/C, No, Ext): 770-670-5355 E-MAIL ADDRESS: ACECcertificates@greyling.com | FAX (A/C, No): |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Connelly & Wicker, Inc. 10060 Skinner Lake Dr. Suite 500 Jacksonville, FL 32246 | INSURER A : Sentinel Insurance Company, Ltd. | NAIC # 11000 |
| | INSURER B : Hartford Casualty Insurance Company | 29424 |
| | INSURER C : Beazley Insurance Company, Inc. | 37540 |
| | INSURER D : Hartford Accident and Indemnity Company | 22357 |
| | INSURER E : INSURER F : | |

COVERAGES **CERTIFICATE NUMBER: 23-24** **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 | ADDSUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|------------------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | 20SBWAW00VH | 03/20/2023 | 03/20/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$ |
| D | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | 20UEGIB6377 | 03/20/2023 | 03/20/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000 | | 20SBWAW00VH | 03/20/2023 | 03/20/2024 | EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$ |
| B | 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 <input checked="" type="checkbox"/> N N/A | | 20WEGAB1FYK | 03/20/2023 | 03/20/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| C | Prof/Poll Liab. | | V22286230601 | 03/20/2023 | 03/20/2024 | Per Claim \$5,000,000 Aggregate \$5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: PAGES DAIRY/CHESTER ROAD INTERSECTION IMPROVEMENTS. Nassau County, FL is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

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|---|---|
| CERTIFICATE HOLDER Nassau County, FL 96135 Nassau Place Suite 2 Yulee, FL 32097-0000 | CANCELLATION 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 <i>D.H. Gilling</i> |
|---|---|