

BOCC CONTRACT APPROVAL FORM

CONTRACT TRACKING NO. CM2371-A12

SECTION 1 - GENERAL INFORMATION
 Requesting Department: Capital Improvement Projects Contact Person: George Murray
 Telephone: (904) 530-6373 Email: gmurray@nassaucountyfl.com

SECTION 2 - VENDOR INFORMATION
 Name: Connelly & Wicker, Inc.
 Address: 10060 Skinner Lake Dr., Suite 500
 City: Jacksonville State: FL Zip Code: 32246
 Vendor's Administrator Name: Richard Welch Title: President
 Telephone: (904) 265-3030 Email: rwelch@cwieng.com

SECTION 3 - VENDOR AUTHORIZED SIGNATORY
 Authorized Signatory Name: Richard Welch
 Authorized Signatory Email: rwelch@cwieng.com
 (IDENTIFY WHO WILL SIGN THE CONTRACT ON BEHALF OF THE VENDOR. OFFICER/DIRECTOR WITH AUTHORITY TO BIND COMPANY.)

SECTION 4 - CONTRACT INFORMATION
 Contract Name: Agreement for Design Services for Pages Dairy/Chester Road
 Type: New Contract Work Authorization Supplemental Agreement
 Short Description of Product(s)/Service(s) Being Requested: Urbanize intersection from David Hallman to Pages Dairy Road. Replace signals at David Hallman, New Signal at Pages Dairy.
 (GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.)
 Procured Method: Quotes ITB RFP RFQ Piggyback Exemption Sole Source
 Single Source Other _____
 Total Amount of Contract: \$1,305,196.54 (Estimate if necessary)
 Account Number: 63470541-563365 PDCII
 Source of Funds: County State Federal Other: _____
 County Authorized Signatory: BOCC Chairman County Manager
 (IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC)

SECTION 5 - INSURANCE
 Insurance Category: Category L Category M Category H Other: _____
 Risk Manager Initials: [Signature]

SECTION 6 - AMENDMENT INFORMATION
 Contract Tracking No: CM2371 Amendment No: 12
 Type of Amendment: Renewal Time Only Extension Additional Scope Other: _____
 Increased Amount to Existing Contract: \$0 (if any) Total with Amended Amount: \$ 1,389,070.02
 Account Code Change From: _____ To: _____
 County Authorized Signatory: BOCC Chairman County Manager
 (IDENTIFY WHO WILL SIGN AMENDMENT ON BEHALF OF BOCC)

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

- | | |
|---|---|
| 1. <u>Robert Companion</u> 3/18/2024
Department Head/Contract Manager Date | 3. <u>Sanjay [Signature]</u> 3/20/2024
Procurement Date
<i>(Signature required only if procurement related)</i> |
| 2. <u>Chris Lacambra</u> 3/19/2024
Office of Mgmt. & Budget Date | 4. <u>Denise C. May</u> 3/20/2024
County Attorney Date |

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature] 3/20/2024
County Manager Date

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

THIS AMENDMENT TO THE CONTRACT FOR DESIGN SERVICES FOR THE PAGES DAIRY/CHESTER ROAD INTERSECTION IMPROVEMENTS PROJECT (hereinafter “Amendment”) is made by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida (hereinafter the “County”), and Connelly & Wicker, Inc., a business having its primary business location at 10060 Skinner Lake Drive, Suite 500, Jacksonville, Florida 32246, (hereinafter the “Vendor”).

WITNESSETH:

WHEREAS, the Parties previously entered into a Contract 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 dated November 21, 2016 (hereinafter “Contract”); 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

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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 allows 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

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WHEREAS, the parties desire 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, on May 2, 2023, the parties agreed that additional time was needed to complete the additional services added to the original Scope of Services including the JEA additional services and structural sub-consultant for a re-design of two mast arm poles. The County was reimbursed by JEA for the costs expended for the additional services and extended the performance period from May 31, 2023 and ending November 30, 2023; and

WHEREAS, on or about January 29, 2024, the County determined that additional time would be needed in order to complete the services under the Contract; and

WHEREAS, the Contract was not formally amended to extend the performance period, but the parties continued to perform their contractual duties and responsibilities under the Contract, and the Parties agree by this performance there was an implied extension of the performance period of the Contract; and

WHEREAS, the County Engineer believes it to be in the best interest of the County to extend the performance period of the Agreement from November 30, 2023 and ending August 31, 2025.

WHEREAS, the Parties now desire to amend the Contract terms and conditions subject to the provisions contained herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties do agree to amend the Contract as follows:

SECTION 1. Article 4 of the Contract is hereby amended to extend the term of the Contract for an additional six-hundred forty days (640) and the Contract shall now terminate on August 31, 2025.

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SECTION 2. All other terms and conditions of the Contract not inconsistent with the provisions of this Amendment shall remain the same and in full force and effect.

[The remainder of this page left intentionally blank.]

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

THE COUNTY

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

Signature:  _____

Print Name: Taco E. Pope

Title: Designee

Date: 3/20/2024

ATTEST:

REVIEWED FOR LEGAL FORM AND CONTENT:

Denise C. May
DENISE C. MAY, County Attorney

VENDOR:

Signature: Richard Welch _____

By: Richard Welch

Title: President

Date: 3/20/2024

Certificate Of Completion

Envelope Id: CACB4FB97B024813967D5489A10DB08F Status: Completed
Subject: Contract No.: CM2371-A12 Vendor Name: Connelly & Wicker Time Extension
Source Envelope:
Document Pages: 6 Signatures: 8 Envelope Originator:
Certificate Pages: 6 Initials: 3 George Murray
AutoNav: Enabled gmurray@nassaucountyfl.com
Envelopeld Stamping: Enabled IP Address: 50.238.237.26
Time Zone: (UTC-05:00) Eastern Time (US & Canada)


Record Tracking

Status: Original Holder: George Murray Location: DocuSign
3/18/2024 4:10:37 PM gmurray@nassaucountyfl.com

Signer Events

Signature	Timestamp
Robert Companion RCompanion@nassaucountyfl.com Deputy County Manager - County Engineer Nassau County BOCC Security Level: Email, Account Authentication (None)	Sent: 3/18/2024 4:18:11 PM Viewed: 3/18/2024 4:24:31 PM Signed: 3/18/2024 4:24:36 PM

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)		Sent: 3/18/2024 4:24:37 PM Viewed: 3/19/2024 7:42:12 AM Signed: 3/19/2024 8:11:40 AM
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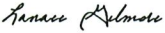




Electronic Record and Signature Disclosure:
Not Offered via DocuSign

chris lacambra clacambra@nassaucountyfl.com OMB Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 3/19/2024 8:11:41 AM Viewed: 3/19/2024 9:50:34 AM Signed: 3/19/2024 9:51:02 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Michelle Proctor mproctor@nassaucountyfl.com Risk Manager Security Level: Email, Account Authentication (None)		Sent: 3/19/2024 9:51:04 AM Viewed: 3/19/2024 11:47:23 AM Signed: 3/19/2024 11:47:48 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	<p>Sent: 3/19/2024 11:47:49 AM Viewed: 3/20/2024 9:36:50 AM Signed: 3/20/2024 9:36:58 AM</p>
<p>Richard Welch rwelch@cwienng.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 3/20/2024 9:39:23 AM ID: 67b62652-7533-4998-9218-2d2d0812369b</p>	 Signature Adoption: Pre-selected Style Using IP Address: 50.244.66.82	<p>Sent: 3/20/2024 9:36:59 AM Viewed: 3/20/2024 9:39:23 AM Signed: 3/20/2024 10:29:03 AM</p>
<p>Abigail Jorandby ajorandby@nassaucountyfl.com Deputy County Attorney Nassau BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	<p>Sent: 3/20/2024 10:29:06 AM Viewed: 3/20/2024 2:16:16 PM Signed: 3/20/2024 2:16:36 PM</p>
<p>Denise C. May dmay@nassaucountyfl.com County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	<p>Sent: 3/20/2024 2:16:39 PM Viewed: 3/20/2024 2:18:02 PM Signed: 3/20/2024 2:33:31 PM</p>
<p>Taco Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 Signature Adoption: Drawn on Device Using IP Address: 50.238.237.26	<p>Sent: 3/20/2024 2:33:32 PM Viewed: 3/20/2024 2:35:22 PM Signed: 3/20/2024 2:35:26 PM</p>
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
Procurement procurement@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/18/2024 4:18:11 PM
Clerk Services BOCCclerkServices@nassauclerk.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/20/2024 2:35:27 PM Viewed: 3/20/2024 2:37:14 PM
Procurement procurement@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/20/2024 2:35:28 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/18/2024 4:18:11 PM
Envelope Updated	Security Checked	3/18/2024 4:33:05 PM
Envelope Updated	Security Checked	3/20/2024 9:36:18 AM
Certified Delivered	Security Checked	3/20/2024 2:35:22 PM
Signing Complete	Security Checked	3/20/2024 2:35:26 PM
Completed	Security Checked	3/20/2024 2:35:29 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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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