

**FOURTH AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES FOR
WESTSIDE REGIONAL PARK IN NASSAU COUNTY, FLORIDA**

THIS FOURTH AMENDMENT TO THE CONTRACT FOR PROFESSIONAL SERVICES FOR WESTSIDE REGIONAL PARK IN NASSAU COUNTY, FLORIDA (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 **PROSSER, INC., dba PROSSER, A PRIME AE COMPANY dba PRIME AE GROUP, INC.**, a business having its primary business location at 13901 Sutton Park Drive South, Suite 200, Jacksonville, FL 32224 (hereinafter the “Vendor”).

WITNESSETH:

WHEREAS, the Parties previously entered into the Contract for Professional Services for Westside Regional Park in Nassau County, Florida dated December 13, 2021 (hereinafter “Contract”) which was later amended by the First Amendment on February 22, 2024, by Second Amendment on November 18, 2024, by the Third Amendment on November 18, 2024; and

WHEREAS, on or about January 1, 2025, the County received notification of the Vendor's name change to Prosser, Inc., dba Prime AE Group, Inc.; and

WHEREAS, the Parties now desire to recognize the assignment and assumption of all rights and obligations under the Contract by Prosser, Inc., now doing business as Prosser, A Prime AE Company Inc. dba Prime AE Group, Inc. ; and

WHEREAS, the Parties desire to further amend the Contract to amend the Scope of Services, to extend the term of the Contract, and to increase the amount of compensation and as more particularly set forth 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. The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

SECTION 2. Article 2 of the contract is hereby amended to expand the Scope of Services to include additional construction services as detailed in Exhibit “A” attached hereto and incorporated herein.

SECTION 3. Article 4 of the Contract is hereby amended to extend the term of the Contract for an additional fourteen (14) months and the Contract shall now terminate on February 12, 2028.

CM3093- A4

SECTION 4. Article 5 of the Contract is hereby amended to increase the amount of compensation by Two Hundred Eighty-One Thousand Dollars and 00/100 (\$281,000.00) to account for the additional services referenced in Exhibit "A" attached hereto and incorporated herein for a total not-to-exceed amount of One Million Twenty-Five Thousand Seven Hundred Ninety Dollars and 00/100 (\$1,025,790.00).

SECTION 5. Upon execution of this Amendment, and in accordance with Section 787.06, Florida Statutes, the Vendor shall provide the County with an affidavit, on a form approved by the County, signed by an officer or representative of the Vendor under penalty of perjury attesting that the Vendor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

SECTION 6. 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.]

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: A.M. "HUPP" HUPPMANN

Title: Chairman

Date: 4-28-2025

Attest as to authenticity of the

Chair's signature:

 _____

MITCH L. KEITER

Its: Ex-Officio Clerk

REVIEWED FOR LEGAL FORM AND CONTENT:

Denise C. May, Esq., BCS
DENISE C. MAY, County Attorney

VENDOR:

PROSSER, INC., dba PROSSER, A PRIME AE COMPANY dba PRIME AE GROUP, INC.

Signature: *Shawn Bliss*

By: Shawn Bliss

Title: Vice President

Date: 3/20/2025



Jacksonville Office
13901 Sutton Park Drive S., Suite 200, Jacksonville, FL 32224
P: 1.833.723.4768

January 7, 2025

Mr. J. Brian Simmons
Procurement Manager
Nassau County Board of County Commissioners
96135 Nassau Place, Suite 2
Yulee, Florida 32097

Re: Nassau County Westside Regional Park- "Owners Representative" Construction Administration Proposal

Dear Mr. Simmons,

Thank you very much for this opportunity to provide construction administration services for the Westside Regional Park project. Prime has extensive experience with the engineering and construction administration of many projects of similar size and scope and we are highly qualified for this project. This proposal anticipates that Prime will act as Nassau County's representative and provide a "turn-key" approach to the project. Prime will perform construction administrative duties and limited onsite inspection in conjunction with County's inspection staff. **As such, this proposal intends to replace "Task 8 - Limited Construction Services" from our current contract "CM 3093" and provide the requested support to the County throughout construction in a "owner's representative" role.** Although this project may be constructed in phases the process for each phase of work will remain the same.

Below please find our scope of services & fee schedule.

Task 1 – Monthly Construction Services "Owner's Representative" (Lump Sum)

Pre-construction Services

- Performed by Nassau County

Clearing Limits

- Prime will conduct site inspections to ensure clearing limits are clearly communicated.

NPDES Monitoring

- Although the contractor is solely responsible for erosion control associated with the NPDES permit, Prime will monitor the site and coordinate with the contractor when necessary to ensure best management practices are employed.

Stormwater Management Facility Construction

- Prime will coordinate with the geotechnical engineer in identifying limits of removal associated with the construction of the various stormwater treatment ponds and recreational ponds. Prime will ensure the geotechnical engineer's directives are carried out.

Management of Water and Sewer Utility Construction

- Water and sewer utilities on this project are private however the permit requires that utility construction is conducted per JEA standards. The construction inspection will not be provided by JEA. Prime has the expertise to provide such inspection and ensure that the utility construction conforms to applicable standards and all infrastructure is properly permitted, installed and tested to ensure all public safety standards are met. In addition, Prime will ensure continued monitoring is assigned as required by FDEP.

Coordination of "Dry" Utilities

- There is a need on this project for various "dry" utilities to be provided (i.e. communications, gas, electric). Prime will initiate contact with each, provide options to the County where applicable (when there are multiple



providers of same type of service) and coordinate directly with their respective engineering teams to develop a design, obtain service contracts, ensure no conflicts with infrastructure, manage installation and activation of services as needed.

Landscape and Irrigation

- Conditions of Landscape components at the time of installation must be maintained throughout construction and warranty period. Soil conditions, watering requirements, planting methods, etc. as outlined in the approved plans must be ensured throughout for a successful life of the of trees and plants. Prime will coordinate with the L&I installer prior to the acceptance period to verify proper installation and maintenance practices.

Subconsultants

- Prime will coordinate directly with structural and MEP subconsultants, Lowe Structures and Powell & Hinkle as needed to ensure timely submittal reviews, site visits, RFI's etc. (Subconsultant's CA time outside of RFI and shop drawings will be billed separately, see below "Additional Construction Services")

Building Construction Management

- This project has various vertical components that will require coordination with GC, building department, utility provider etc. Prime will coordinate the Site Work Contractor with the General Building Contractor to ensure successful construction and timely certificates of occupancy.

Shop Drawing Review

- Prime will obtain a list of required submittals from the contractor and utilize to ensure receipt of submittals, review, or facilitate the required sub-consultant's review, and process all shop drawing submittals to verify general conformance with the project specifications.

Plan Interpretations (RFI's)

- Throughout the construction process the Contractor may request assistance with interpretation of the plans, permits and specifications. Prime will provide technical clarifications and answer questions (RFI's) as they may arise during construction. Prime will ensure the Contractor's logging of RFI's for record. Prime will also coordinate with Structural Engineer and MEP subconsultants as needed.

Coordination Meetings

- Prime will schedule and conduct coordination meetings at a frequency deemed appropriate based on the phase of construction. However, it is expected due to the project of this magnitude, that weekly meetings will be required throughout the project's duration. Prime will prepare meeting agendas, log and distribute meeting minutes as needed.

As-Built Review/Certification

- As-built submittal is an important milestone in the timely completion of any project. Prime will schedule the submittals and perform as-built reviews to check for project conformance and provide comments to the Contractor Surveyor to achieve an as-built that meets the County's requirements.
- Prime will ensure as-built certification submittals as required by all disciplines.

Final Inspections

- Prime will schedule and conduct any and all final inspections, create punch-list(s), manage punchlist completion and perform re-inspections to ensure permit compliance.

Substantial Completion

- Prime will coordinate with the required parties and will conduct final inspections of the completed construction project and ensure satisfactory completion of punch list items. Once agreed Prime will issue the "Certificate of Substantial Completion" to the contractor(s) on behalf of the County.

Final Completion/Project Acceptance

- Prime will ensure the acquisition of necessary documentation in order to achieve final acceptance in accordance with contract documents.



Task 2 - Additional Construction Services (Lump Sum)

- Structural and MEP subconsultants, Lowe Structures and Powell & Hinkle will need to be involved throughout construction of phases involving vertical components. Their services are included in this task and are to be invoiced on an “as-needed” basis. These services include any required services outside of shop drawing review and RFI responses included above.

FEE SUMMARY

The fees below are based upon an anticipated construction schedule of **14** months, services beyond this duration will be billed separately.

TASK	DESCRIPTION	FEE
1	Monthly Construction Services (Lump Sum)	\$252,000
2	Additional Construction Services (Lump Sum)	\$50,000
3	Construction Related Out of Pocket Expenses (Lump Sum)	\$14,000
4	Deduct “Limited Construction Services” from Original Contract No. CM3093	(\$35,000)

ADDITIONAL SERVICES:

Any services requested outside of the scope of work above will be charged hourly according to the rate schedule attached, but will not commence without written permission. Prime will obtain proposals for other sub-consultant services including surveying, geotechnical investigation, etc., as necessary to complete the proposed work if required. We will assist with coordinating the work of all sub-consultants by providing site information and data, as and when requested.

Our scope of work for this project does not include the following:

- Services outside of the anticipated timeline referenced above.
- Design and Permitting
- Studies of any kind
- Surveys
- Electrical Design
- Geotechnical Engineering/Investigations
- Environmental studies/analysis
- Stormwater System Maintenance Agreement Assistance
- NPDES Stormwater Permitting
- Permit/application Fees
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OUT-OF-POCKET EXPENSES:

All job-related travel, reprographic, printing and plotting costs and supplies, telefax and long distance telephone charges, mail and courier delivery services (included above)



It is our pleasure to provide this professional services proposal to you. Please feel free to call me at (904) 739-3655. if you have any questions or concerns. If you wish to authorize us to proceed, we ask that you sign and return one copy of the signed proposal to our office. If you have any questions regarding our proposal, we remain available to discuss it with you at your convenience.

Thank you again for the opportunity to provide our construction administration services.

Sincerely,

PRIME AE Group, Inc.

A handwritten signature in blue ink, appearing to read "Ryan Weilersbacher". The signature is fluid and cursive, written over the printed name and title.

Ryan Weilersbacher
Associate Director, Construction