

CS-22-074

**WORK AUTHORIZATION # 08  
 NASSAU COUNTY  
 BOARD OF COUNTY COMMISSIONERS**

<b>Consultant:</b>	EltonAlan, Inc.
<b>Contract Number:</b>	CM2499-A2
<b>Contact Name:</b>	Michael Holcomb, PE
<b>Contact Number:</b>	904 900-7620
<b>Email:</b>	mike@eltonalan.com

CURRENT WORK AUTHORIZATION			
<b>Project Short Title:</b>		Pratt Siding Road Design Revisions Due to Railroad Crossing	
		CONTRACT OVERVIEW	
<b>Date Submitted</b>	11-1-2022	<b>Total of Previous Authorizations</b>	687,647.86
<b>Amount</b>	53,160.87	<b>This Work Authorization</b>	53,160.87
<b>Scheduled Completion</b>	1 yr from date of execution	<b>Current Contract Total</b>	740,808.73

This Work Authorization is to the AGREEMENT between Nassau County and EltonAlan, Inc. ("Vendor") known as the Continuing Contract for Professional Engineering Services for Nassau County, Florida, dated January 8, 2018. The services to be provided under this Work Authorization are as follows:

ARTICLE 1. Services Described as:

Vendor shall provide Engineering Design Plan Revisions Required due to the Railroad Crossing Revisions in accordance with the Estimate of Work Effort and Fee, a copy of which is attached hereto as Exhibit "A".

ARTICLE 2. Time Schedule

Vendor anticipates their earliest starting date to be 10 days from receipt of execution of this Work Authorization with an estimated duration of one year from date of Execution to complete the Scope of Work.

ARTICLE 3. Budget

Vendor will perform the services outlined herein for the lump sum amount of \$53,160.87. Vendor's fee amounts are detailed further in Exhibit "B". Vendor will be using rates previously established under Contract CM2499.

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.

Any Work Authorization entered into prior to expiration or termination set forth in the AGREEMENT shall continue in effect through the earlier of: (i) the date all of the Services thereunder have been fully completed and accepted by Nassau County, or (ii) until such time as such Work Authorization expires or is terminated in accordance with its terms or is terminated pursuant to Article 2 hereof.

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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:

BY:   
Print Name: Michael E. Holcomb  
Title: CEO  
Date: 12/06/2022

**RECOMMENDED AND APPROVED BY NASSAU COUNTY:**

Department Head/Managing Agent: Robert Companion 12/6/2022  
Robert T. Companion, PE

Procurement: Lanaee Gilmore 12/9/2022  
Lanaee Gilmore

Office of Management & Budget: Chris Lacambra 12/7/2022 <sup>JP</sup>  
Chris Lacambra 12/7/2022

County Manager: Taco E. Pope, AICP 12/21  
Taco E. Pope, AICP

Ex-Officio Clerk: John A. Crawford  
ATTESTATION: Only to Authenticity as to Chairman's signature.

County Attorney: Denise C. May 12/9/2022 <sup>aj</sup>  
Denise C. May 12/9/2022

**APPROVED** by the BOARD OF COUNTY COMMISSIONERS, this 21st day of December, 2022.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

Jeff Gray  
Jeff Gray  
Chairman

ACCOUNT NO.: 63470541-563365 PRATT





Consulting Engineers • General Contractors

**Design Quote**

**Exhibit A**

10/14/2022

**Project:** Pratt Siding Road Design Revisions Due to Railroad Crossing

**Client:** Nassau County Board of County Commissioners  
 Attn. Robert Companion, P.E.  
 96161 Nassau Place  
 Yulee, Florida 32097  
[rcompanion@nassaucountyfl.com](mailto:rcompanion@nassaucountyfl.com)

Quote Amount: **\$ 53,160.87**

SERVICES	TOTAL QUOTE AMOUNT
<b><u>Data Collection</u></b>	
Survey Base Task	\$ 5,000.00
ROW Mapping	\$ 15,000.00
Geotechnical Investigation and Report	\$ -
Wetland Delineation and Endangered Species Assessment	\$ -
<b>Data Collection Sub-Total</b>	<b>\$ 20,000.00</b>
<b><u>Design and Plans Preparation</u></b>	
Roadway Design Analysis and Plans	\$ 18,476.08
Drainage Design Analysis and Plans	\$ 1,352.67
Signing and Pavement Marking Design Analysis and Plans	\$ 8,221.88
Utility / Railroad Coordination	\$ 5,110.24
Environmental Permitting	\$ -
<b>Final Design Sub-Totals</b>	<b>\$ 33,160.87</b>
<b><u>Bld Phase Services</u></b>	<b>\$ -</b>
<b><u>Post Design Services</u></b>	<b>\$ -</b>
<b>CURRTOTAL QUOTE</b>	<b>\$ 53,160.87</b>

*For Questions related to this Quote, please contact:  
 Mike Holcomb @ 904.891.0360 or email [mike@eltonalan.com](mailto:mike@eltonalan.com)*









**SECOND AMENDMENT TO THE CONTINUING CONTRACT FOR  
PROFESSIONAL ENGINEERING SERVICES FOR NASSAU COUNTY,  
FLORIDA**

THIS AMENDMENT entered into this 15 day of December \_\_\_\_\_, 20<sup>21</sup> by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "County" and **ELTONALAN, INC.**, a Florida Profit Corporation, whose principal office address is located at 3653 Regent Blvd., Unit 606, Jacksonville, Florida 32224, hereinafter referred to as "Consultant".

**WHEREAS**, the parties entered into the *Continuing Contract for Professional Engineering Services for Nassau County, Florida*, hereinafter referred to as "Contract", dated January 8, 2018; and

**WHEREAS**, the Contract provided for an initial term of three (3) years beginning January 8, 2018 and ending January 7, 2021, with an option to extend in one (1) year increments upon mutual agreement between the Consultant and the County; and

**WHEREAS**, on or about December 22, 2020, the parties entered into the *First Amendment to the Continuing Contract for Professional Engineering Services for Nassau County, Florida* extending the term of the Contract for one (1) year beginning on January 8, 2021 and ending on January 7, 2022; and







EXHIBIT "A"

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that EltonAlan, Incorporated (Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of EltonAlan (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

[Signature]

Print Name: Michael E. Holcomb

Date: 10/20/2022

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 10/20 (Date) by Michael Holcomb (Name of Officer or Agent, Title of Officer or Agent) of EltonAlan (Name of Contractor Company Acknowledging), a FL (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public

Rachel Lewis  
Printed Name

My Commission Expires: 4/19/24



RACHEL LEWIS  
Commission # GG 941552  
Expires April 19, 2024  
Bonded Thru Budget Notary Services



	<p><b>CNA PARAMOUNT</b></p> <p><b>Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement</b></p>
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This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
  - A. in the performance of your ongoing operations subject to such **written contract**; or
  - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
    - 1. the **written contract** requires you to provide the additional insured such coverage; and
    - 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
  - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
  - B. additional insured coverage with "arising out of" language; or
  - C. additional insured coverage to the greatest extent permissible by law;

then paragraph I. above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
  - A. coverage broader than required by the **written contract**; or
  - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
  - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
    - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - 2. supervisory, inspection, architectural or engineering activities; or
  - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

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CNA75079XX (10-16)

Page 1 of 2

CONTINENTAL CASUALTY COMPANY

Insured Name: ELTONALAN INC.

Policy No: 6075942061

Endorsement No: 7

Effective Date: 04/02/2021


**CNA PARAMOUNT**
**Blanket Additional Insured - Owners, Lessees or  
Contractors - with Products-Completed  
Operations Coverage Endorsement**
**Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

**VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:**

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  1. the **bodily injury** or **property damage**; or
  2. the offense that caused the **personal and advertising injury**;
 for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)  
Page 2 of 2  
CONTINENTAL CASUALTY COMPANY  
Insured Name: ELTONALAN INC.

Policy No: 6075942061  
Endorsement No: 7  
Effective Date: 04/02/2021