

# PO MODIFICATION FORM

## SECTION 1 - GENERAL INFORMATION

Date Submitted: 04/10/2025 Requesting Department: Capital Projects Contact Person: George Murray  
Contact Phone Number: (904) 530-6373 Email: gmurray@nassaucountyfl.com

## SECTION 2 - ORIGINAL PURCHASE ORDER INFORMATION

PO Number: 25000323 Contract No. (if applicable) CM3456-WA04  
Vendor Name: Half Associates, Inc.

## SECTION 3 - MODIFICATION INFORMATION

Type of Modification: ☐ Amount Increase ☒ Amount Decrease ☐ Change to Account Code ☐ Cancel PO  
☐ Re-Open for Amount \$ \_\_\_\_\_ ☐ Other: \_\_\_\_\_

Original PO Sum: ..... \$ 95,511.69  
Total Sum of Previous Modifications: ..... \$ 0.00  
PO Sum Prior to this Modification: ..... \$ 95,511.69  
Amount of this Modification: ..... \$ -90,950.07  
New PO Sum Including this Modification: ..... \$ 4,561.62

Account Code Change From: \_\_\_\_\_ To: \_\_\_\_\_

## SECTION 4 - REASON FOR MODIFICATION

Reducing the PO to effectively close the work authorization.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. Robert Companion 4/16/2025  
Department Head/Managing Agent Date
2. Chris Lacambra 4/16/2025 *JP*  
Office of Mgmt. & Budget Date  
(Signature required if greater than \$1,000.00)
3. Evelyn Burton 4/16/2025  
Procurement Date  
(Signature required if greater than \$5,000.00)
4. \_\_\_\_\_  
County Manager Date  
(Signature required if greater than \$100,000.00)

Clerk: LPB  
Date: 4/17/2025

SECTION 00 63 63

CHANGE ORDER REQUEST FORM

PROJECT SR200 Trail at Old Sheriff Site

No. 01

DATE OF ISSUANCE 3/25/25

EFFECTIVE DATE 3/25/25

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

COUNTY Contract No.: CM 3456-WA04

CONTRACTOR- Halff Associates, Inc.

ENGINEER / ARCHITECT-

Description of changes:

Reduce the Work Authorization amount to reflect work already performed. WA04 will be effectively canceled as of approval date of this change order.

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:  Original Contract Price  \$ 95,511.69	CHANGE IN CONTRACT TIMES:  Original Contract Times Substantial Completion: 725 days; 1/21/27 (days and dates) Ready for Final Payment: 725 days; 1/21/27 (days and dates)
Net change from previous Change Orders No. 0 to No. 0  \$ 0.00	Net change from previous Change Orders No. to No.  (days)
Contract Price prior to this Change Order  \$ 95,511.69	Contract Times Prior to This Change Order Substantial Completion: 725 days; 1/21/27 (days and dates) Ready for Final Payment: 725 days; 1/21/27 (days and dates)
Net Increase (decrease) of this Change Order  \$ -90,950.07	Net Increase (decrease) of this Change Order  Decrease 668 days (days)
Contract Price with all approved Change Orders  \$ 4,561.62	Contract Times with all approved Change Orders Substantial Completion: 57 days; 3/25/25 (days and dates) Ready for Final Payment: 57 days; 3/25/25 (days and dates)

RECOMMENDED:

By: Robert Companion  
Engineer/Architect (Authorized Signature)

Date: 3/26/2025

APPROVED:

By: Raymond Allery  
COUNTY (Authorized Signature)

Date: 3/26/2025

ACCEPTED:

By: Max Spann  
Contractor (Authorized Signature)

Date: 3/26/2025

## CHANGE ORDER APPROVAL FORM

PROJECT: SR200 Trail at Old Sheriff Site

CHANGE ORDER NUMBER: 01

DATE: 3/25/2025

CONTRACT NUMBER: CM3456-WA04

PURCHASE ORDER NUMBER (IF APPLICABLE): 25000323

TO CONTRACTOR: Halff associates, Inc.

Description: Reduce the Work Authorization amount to reflect work already performed. WA04 will be effectively canceled as of approval date of this change order.

Reason	for	Change	Order:
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Original Contract Sum.....	\$	<u>95,511.69</u>
Net Change by Previous Change Order/Supplemental Agreement.	\$	<u>0</u>
Contract Sum Prior to This Change Order.....	\$	<u>95,511.69</u>
 Amount of this Change Order (Add).....	 \$	 <u>(90,950.07)</u>
 New Contract Sum Including this Change Order.....	 \$	 <u>4,561.62</u>

The Contract Time will be **increased or decreased (select one)** 668 days

Previous Substantial Completion: <u>1/21/2027</u>	Previous Final Completion: <u>1/21/2027</u>
New Substantial Completion: <u>3/25/2025</u>	New Final Completion: <u>3/25/2025</u>

APPROVED BY: Robert Companion  
Department Head/Managing Agent

DATE: 4/16/2025

APPROVED BY: Evelyn Burton  
Procurement

DATE: 4/16/2025

APPROVED BY: Chris Lacambra  
Office of Management and Budget

DATE: 4/16/2025

APPROVED BY: Denise C. May, Esq., BCS al DATE: 4/16/2025  
County Attorney

APPROVED BY:  DATE: 4/16/2025  
County Manager

APPROVED BY: N/A DATE: \_\_\_\_\_  
Chairman

ATTEST: N/A DATE: \_\_\_\_\_  
Mitch L. Keiter, Clerk of Courts

Account No(s). 04073519-546002 NCPP2



**NASSAU COUNTY WORK AUTHORIZATION # 04**

<b>Contract Number:</b>	CM3456
<b>Consultant/Vendor:</b>	Halff Associates, Inc
<b>Consultant/Vendor Contact Name:</b>	Cody Smith
<b>Consultant/Vendor Contact Phone Number:</b>	904-456-9804
<b>Consultant/Vendor Contact Email Address:</b>	csmith@halff.com
<b>Project Short Title:</b>	Professional Services for Nassau County/SR 200 Trail Segment
<b>Total Amount of Previous Work Authorizations:</b>	\$518,950.74
<b>Amount of this Work Authorization:</b>	\$95,511.69
<b>New Contract Amount including this Work Authorization:</b>	\$614,462.43
<b>Funding Source:</b>	04073519-546002 NCPP2

This Work Authorization is issued pursuant to the Contract referenced above between Nassau County and the Consultant/Vendor for the following services:

**ARTICLE 1. Description of Services.** Consultant/Vendor shall provide the services as set forth in Exhibit "A", attached hereto and incorporated herein.

**ARTICLE 2. Time Schedule.** Consultant/Vendor anticipates the services to be completed pursuant to the time schedule contained in Exhibit "A", attached hereto and incorporated herein. The parties agree that this Work Authorization shall be considered as the Notice to Proceed.

**ARTICLE 3. Compensation.** Consultant/Vendor shall be compensated for the services in detailed in Exhibit "B", attached hereto and incorporated herein, using rates previously established in the Contract referenced above.

**ARTICLE 4. Other Provisions.** This Work Authorization shall become a part of the Contract when executed by both parties. Any Work Authorization entered into prior to expiration or termination set forth in the Contract 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. Consultant/Vendor acknowledges that all drawings, data, electronic files and other information required for this Work Authorization has been accepted by Consultant/Vendor. Specifically, all electronic files have been reviewed and accepted for the purposes of this Work Authorization.

**RECOMMENDED AND APPROVED BY:**


Page 1 of 2

Revised 3-26-2024

Department Head/Managing Agent:	<u>Doug Podiale</u>	<u>1/17/2025</u>	
		Date	
Procurement:	<u>Lanessa Helms</u>	<u>1/21/2025</u>	
		Date	
Office of Management & Budget:	<u>Chris Lacambra</u>	<u>1/17/2025</u>	<i>JP</i>
		Date	
County Attorney:	<u>Denise C. May, Esq., BCS</u>	<u>1/27/2025</u>	<i>DJ</i>
	Denise C. May	Date	

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

**NASSAU COUNTY, FLORIDA**

  
By: Taco E. Pope, AICP  
Its: Designee  
Date: 1/27/2025

**HALFF ASSOCIATES, INC.**

BY: Maxwell Spann  
Print Name: Maxwell Spann  
Title: Planning/Landscape Architecture Team Leader  
Date: 1/21/2025

PROJECT INVOICE

PROJECT: SR 200 Trail at Old Sheriff Site  
VENDOR: Halff Associates, Inc.

CONTRACT #: CM3456-WA04 INVOICE #: 10138791

Description Payment Account	Contract Value	Work Previously Completed	Work Completed this Invoice	Retainage Withheld	Current Payment Due	Contract Balance	Contract Balance with Retainage
Civil Engineering 04073519-546002 NCPP2 PO# 25000323	\$95,511.69	\$0.00	\$4,561.62	\$0.00	\$4,561.62	\$90,950.07	\$90,950.07
Retainage Payable					\$0.00		
Total(s)	\$95,511.69	\$0.00	\$4,561.62	\$0.00	\$4,561.62	\$90,950.07	\$90,950.07

AMOUNT TO PAY:

\$4,561.62

3/25/2025

BOARD OF COUNTY COMMISSIONERS' STAFF APPROVALS:

SIGNATURE

DATE

Project Manager

Raymond Allurey

3/25/2025

I attest that, to the best of my knowledge, the attached invoice reflects accurate quantities of the work in place and that the work was done in substantial conformance with applicable local, State, and/or Federal regulations, permits, and approved construction plans. If applicable, I also attest that, to the best of my knowledge, the attached invoice complies with the associated grant agreement and conditions.

Department Head/Managing Agent

Robert Companion

3/25/2025

I attest that, to the best of my knowledge, the attached invoice reflects accurate quantities of the work in place and that the work was done in substantial conformance with applicable local, State, and/or Federal regulations, permits, and approved construction plans. Additionally, to the best of my knowledge, the attached invoice corresponds to a contract by and between Nassau County and the vendor, that the work invoiced is within the scope of that contract, and that the work has not been paid for otherwise. I further attest that to the best of my knowledge, the work set forth in the invoice is proceeding within the timeframe set forth in the contract and the dispute resolution portion of the contract has not been invoked. Further, the contracted C.E.I. (if applicable), has verified that the work was performed and notes are on file that indicates the work was performed.

Office of Management and Budget

Chris Lacambra

3/25/2025

I attest that, to the best of my knowledge, funds are available for payment of invoice consistent with the funding plan approved by the Board of County Commissioners.

County Manager

I attest that, to the best of my knowledge, the appropriate staff have reviewed and approved payment of this invoice and that no other conditions would prohibit releasing payment. Note: County Manager is not required to sign if invoice is less than \$100,000.

CLERK OF COURTS:

Clerk of Courts Approval

Financial Services Action

Special Instructions:

CHECK#

DATE:

64  
3/26/2025



Nassau County  
Suite 1010  
Yulee FL 32097

Invoice Date: 03/24/2025  
Invoice: 10138791  
Project: 053758.005  
PO#25000323,  
CM3456-WA#04

Attention: Jeff Little, [jlittle@nassaucountyfl.com](mailto:jlittle@nassaucountyfl.com)  
Project Name: Nassau County/SR 200 Trail

For Professional Services Rendered through: March 9, 2025

Lump Sum	Fee	Pct. Comp	Earned To Date	Previous Amount	Current Amount
000100 - Project Management	4,672.08	21.49	1,004.00	0.00	1,004.00
000200 - Subsurface Utility Engineering	3,525.69	0.00	0.00	0.00	0.00
000300 - Environmental Assessment	3,557.62	100.00	3,557.62	0.00	3,557.62
000400 - Geotechnical Investigation	3,200.00	0.00	0.00	0.00	0.00
000500 - Civil Engineering	21,605.28	0.00	0.00	0.00	0.00
000600 - Landscape Architecture & Irrigation	15,635.40	0.00	0.00	0.00	0.00
000700 - Site Permitting	16,463.52	0.00	0.00	0.00	0.00
000800 - Engineers Estimate of Probable Costs	3,621.48	0.00	0.00	0.00	0.00
000900 - Project Specification Booklet	6,427.20	0.00	0.00	0.00	0.00
001200 - Site Lighting/Electrical Coordination	1,557.36	0.00	0.00	0.00	0.00
Total Lump Sum Services:	80,265.63	5.68	4,561.62	0.00	4,561.62

Hourly Not To Exceed	Fee	Pct. Comp	Earned To Date	Previous Amount	Current Amount
001000 - Bid Administration	5,020.22	0.00	0.00	0.00	0.00
001100 - Limited Construction Administration	10,225.84	0.00	0.00	0.00	0.00
Total Hourly Not To Exceed Services:	15,246.06	0.00	0.00	0.00	0.00

Remaining Fee: 90,950.07

Total Earned to Date: 4,561.62  
Less Previous Billed: 0.00  
**Amount Due this Invoice: 4,561.62**

Remit payment to P.O. Box 4897, Dept 331, Houston, TX 77210  
Reference Project 053758.005 and Invoice 10138791  
Contact Chandria Dukes-Metevia at [cdukesmetevia@halff.com](mailto:cdukesmetevia@halff.com) with any billing questions.



Docusign Envelope ID: 9EA2B978-7045-41C5-AD68-0DBD3B73E136



Attachment A - Nassau County Standard Purchase Order Terms and Conditions  
The following Standard Purchase Order Terms and Conditions shall apply to all  
Purchase Orders by or on behalf of Nassau County:  
1. Electronic/Facsimile  
Transmission:  
If any Purchase Order is fully executed and transmitted by fax or by other means  
of electronic transmission, such transmission shall have the legal force and effect...

Bill To 001  
NASSAU COUNTY BOARD OF  
COMMISS  
76347 VETERANS WAY STE 1010  
YULEE, FL 32097

Ship To 073  
MAINTENACE-OTHER CO  
FACILITIES  
45195 MUSSLEWHITE ROAD  
CALLAHAN, FL 32011

Vendor 16532  
HALFF ASSOCIATES  
PO BOX 678316  
DALLAS, TX 75267-8316

## Purchase Order

Fiscal Year 2025 Page 1 of 2

**THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.**

Purchase Order Number **25000323**

Purchase Order Date **02/12/2025**

Department **MAINT-OTHER CO FACILITIES**

STATE SALES TAX CERTIFICATION NUMBER:  
85-8012559204C-5 FEDERAL IDENTIFICATION NUMBER:  
59-1863042

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
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16532

Lacie Belton

### NOTES

CM3456-WA#04 SR 200 TRAIL CIVIC ENGINEERING

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

FORMAL COMPETITIVE SOLICITATION NC23-009-RFQ

CM3456

TERM:3 YEARS

04/22/24 TO 04/21/27

NTE:\$2 MILLION

CM3456-WA#04

TERM: UNDEFINED NTE ORIGINAL CONTRACT TERM OF 04/21/27

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	PROJECT MANAGEMENT GL #: 04073519 - 546002 - NCPP2	1.0000	EACH	\$4,672.0800	\$4,672.08
2	SUBSURFACE UTILITY ENGINEERING GL #: 04073519 - 546002 - NCPP2	1.0000	EACH	\$3,525.6900	\$3,525.69
3	ENVIROMENTAL ASSESSMENT GL #: 04073519 - 546002 - NCPP2	1.0000	EACH	\$3,557.6200	\$3,557.62
4	GEOTECHNICAL INVESTIGATION GL #: 04073519 - 546002 - NCPP2	1.0000	EACH	\$3,200.0000	\$3,200.00
5	CIVIL ENGINEERING GL #: 04073519 - 546002 - NCPP2	1.0000	EACH	\$21,605.2800	\$21,605.28
6	LANDSCAPE ARCHITECTURE & IRRIGATION GL #: 04073519 - 546002 - NCPP2	1.0000	EACH	\$15,635.4000	\$15,635.40
7	SITE PERMITTING GL #: 04073519 - 546002 - NCPP2	1.0000	EACH	\$16,463.5200	\$16,463.52
8	ENGINEER'S ESTIMATE OF PROBABLE COST GL #: 04073519 - 546002 - NCPP2	1.0000	EACH	\$3,621.4800	\$3,621.48

**Purchase Order Total \$95,511.69**

VENDOR COPY



Purchase Order

Page 2 of 2

Purchase Order # 25000323

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
9	PROJECT SPECIFICATION BOOKLET	1.0000	EACH	\$6,427.2000	\$6,427.20
	GL #: 04073519 - 546002 - NCPP2			\$6,427.20	
10	BID ADMINISTRATION	1.0000	EACH	\$5,020.2200	\$5,020.22
	GL #: 04073519 - 546002 - NCPP2			\$5,020.22	
11	LIMITED CONSTRUCTION ADMINISTRATION	1.0000	EACH	\$10,225.8400	\$10,225.84
	GL #: 04073519 - 546002 - NCPP2			\$10,225.84	
12	SITE LIGHTING/ELECTRICAL COORDINATION	1.0000	EACH	\$1,557.3600	\$1,557.36
	GL #: 04073519 - 546002 - NCPP2			\$1,557.36	

Purchase Order Total \$95,511.69

Docusign Envelope ID: 9EA2B978-7045-41C5-AD68-0DBD3B73E136  
Nassau County, FL Standard Purchase Order Terms and Conditions (Rev. 3/30/2023)

The following Standard Purchase Order Terms and Conditions shall apply to all Purchase Orders by or on behalf of Nassau County:

1. **Electronic/Facsimile Transmission:** If any Purchase Order is fully executed and transmitted by fax or by other means of electronic transmission, such transmission shall have the legal force and effect as a duly executed original delivered to Vendor.
2. **Prompt Payment:** The County shall pay all vendors within forty-five (45) calendar days of receipt of an invoice, in accordance with the Local Government Prompt Payment Act (Florida Statute 218.70). Payment shall not be made until goods/services have been received, inspected, and accepted by the County as to the quality and quantity ordered and received.
3. **Invoices:** All invoices shall be sent to the County address on the Purchase Order and shall include the Purchase Order number, Vendor's name, address and phone number, and clearly list quantities, item descriptions and units of measure.
4. **Extra Charges:** No additional charges of any kind, including charges for boxing, packing, transportation or other extras shall be allowed unless specifically agreed to in writing by an authorized agent of Nassau County.
5. **Discounts:** Discounts shall be computed from the date of satisfactory delivery, acceptance, or from receipt of correct Invoice, whichever is later.
6. **Tax Exemption:** Nassau County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales and Use Taxes. Vendors shall not include taxes in any response, invoice, or statement.
7. **Entire Agreement:** The Purchase Order and this Attachment A and any additional attachments and/or addenda hereto shall constitute the entire and exclusive agreement between the parties and merges and supersedes all prior and contemporaneous agreements, dealings and negotiations. The County's acceptance of any order is expressly conditioned upon the Vendor's acceptance of these terms and conditions. Vendor's written confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance of these terms. No additional terms or conditions provided by the Vendor in accepting or acknowledging any purchase order shall be binding upon the County.
8. **Amendment or Modification:** No modification, alteration, or amendment shall be effective unless made in writing by change order, dated and signed by the County's authorized agent. Any additional or different terms in the Vendor's documents are deemed to be material alterations and notice of objection to and rejection of them is hereby given. Vendor shall not substitute the Goods. In the event this Purchase Order is the result of an executed contract, the executed contract shall take precedence.
9. **Assignment:** Vendor shall not assign any right or interest under the Purchase Order or attachments without the written permission of County.
10. **Fiscal Year Funding Appropriations:** A Purchase Order for supplies or services may be entered into for any period of time deemed to be in the best interest of County, provided the term of the Purchase Order and conditions of renewal and extension, if any, are included in the solicitations and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to annual appropriations by the Board of County Commissioners of Nassau County. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Purchase Order shall be cancelled and Vendor shall be entitled to reimbursement for the reasonable value of any work performed up to the date of cancellation.
11. **Time is of the Essence:** Time is of the essence. If completed deliveries are not made at the time agreed, the County reserves the right to cancel or purchase elsewhere and hold Vendor accountable for all damages sustained. If delivery dates cannot be met, Vendor agrees to advise the County, in writing, of the earliest possible shipping date for acceptance by the County. This provision is not in lieu of, and the County does not waive, any other available remedies provided by law.
12. **Failure to Perform:** Failure of the Vendor to perform as specified under the Purchasing Order may be cause for termination of that Purchase Order. The County reserves the right (in addition to any other remedies available by law) to cancel the Purchase Order with respect to goods/services not provided purchase goods/services from another source and to hold Vendor accountable for all damages sustained.
13. **Termination for Convenience:** The County may terminate any Purchase Order for convenience at any time, in whole or in part. In such event, County shall be liable only for materials or components procured, or work done or supplies partially fabricated under and until the date of termination of the Purchase Order. In no event shall County be liable for incidental or consequential damages.
14. **Delivery:** All prices shall be F.O.B. Destination, freight prepaid. Vendor assumes full responsibility for packing, crating, marking, transportation and liability for loss and/or damage.
15. **Packaging:** All shipments shall include an itemized list of each package's content, and reference the Purchase Order Number.
16. **Risk of Loss:** Regardless of F.O.B. point, Vendor agrees to bear all risk of loss, injury or destruction of goods and materials ordered which may for any reason occur prior to acceptance by the County. No such loss, injury or destruction shall release Vendor from any obligations under the Purchase Order.
17. **Inspection:** Goods and Materials must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the time of delivery, the goods shall be returned to Vendor at no cost to the County. The County reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery. The cost of inspection of goods rightfully rejected shall be charged to the Vendor. If reasonable inspection discloses that part of the goods received are defective or nonconforming, the County shall have the right to cancel any unshipped portion of the order.
18. **Quantity:** The quantities of goods/services as indicated on the Purchase Order shall not be exceeded without prior written authorization from the County. Excess quantities shall be returned to Vendor at Vendor's expense.
19. **Warranty:** Vendor warrants that all goods/services provided by Vendor under the Purchase Order shall be merchantable. All goods/services provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the Vendor or on the container or label. Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended. In addition, Vendor warrants that the goods/services furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise, or any person, corporation, partnership, or association.
20. **Non-Waiver of Rights:** No failure of either party to exercise any power or right given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder shall constitute a waiver of either party's power or right to demand exact compliance with the terms of this Purchase Order.
21. **Indemnification:** Vendor agrees to indemnify and hold harmless the County, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and appeal, of any kind and nature arising or growing out of or in any way connected with Vendor's performance under this Purchase Order. Vendor shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Vendor's performance under this Purchase Order.
22. **Insurance:**
  - a. **Worker's Compensation:** full and complete coverage as required by Florida Law.
  - b. **General Liability:** combined single limits of not less than \$1,000,000.00 for Bodily Injury and Property Damage per occurrence.
  - c. **Automotive Liability:** minimum amount of \$1,000,000.00 combined single limits for Bodily Injury and Property Damage per accident.
- 22.2 The County shall be included under the comprehensive general liability policy as an additional insured. The Vendor shall provide thirty days written notice to the County prior to cancelling a policy before its expiration date.
23. **Patents and Copyrights:** Vendor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device which is the subject of patent rights or copyrights. Vendor agrees at its own expense, to hold harmless and to defend County and its agents against any claims, suits, or proceedings brought against County for patent or copyright infringement occasioned by the manufacture, sale, or use of materials supplied under this Purchase Order and to indemnify County against any damages occasioned by such claims whether justified or unjustified.
24. **Website Incorporation:** Nassau County shall not be bound by any content on the Vendor's website, even if the Vendor has specifically referenced that content and attempted to incorporate that content into any other communication with the County.
25. **Compliance with Laws:** Vendor certifies that Vendor will comply with all applicable provisions of the Federal, State and local laws, regulations, rules and orders. Vendor shall secure and maintain all licenses and permits required to perform the services under this Purchase Order.
26. **Public Entity Crimes:** In accordance with Section 287.133, Florida Statutes, Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Purchase Order.
27. **Governing Law:** The Purchase Order shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable Federal statutes, rules and regulations. Any and all litigation arising under this Purchase Order shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.
28. **Anti-Discrimination:** Vendor agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.
29. **Force Majeure:**
  - a. Neither party of this Purchase Order shall be liable to the other for any cost or damages if the failure to perform the Purchase Order arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.
  - b. In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Purchase Order. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Purchase Order to either party. In the case of any delay that the Vendor believes is excusable under this section, the Vendor shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Vendor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Vendor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE VENDOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Vendor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Vendor shall not be entitled to an increase in the Purchase Order price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Vendor shall perform at no additional cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Purchase Order to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Vendor, provided that the Vendor grants preferential treatment to the County with respect to products or services subject to allocation; (2) purchase from other sources (without recourse to and by the Vendor for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Purchase Order quantity; or (3) terminate the Purchase Order in whole or in part.
30. **Public Records:**
  - 30.1 **Public Records Requirement:** The County is a public agency subject to Chapter 119, Florida Statutes.
  - 30.2 IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PURCHASE ORDER, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530 - 6090, [RECORDS@NASSAUCOUNTYFL.COM](mailto:RECORDS@NASSAUCOUNTYFL.COM), 56135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097. Under this Purchase Order, to the extent that the Vendor is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Vendor shall:
    - (a) Keep and maintain public records required by the public agency to perform the service.
    - (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
    - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Purchase Order term and following completion of the Purchase Order if the Vendor does not transfer the records to the public agency.
    - (d) Upon completion of the Purchase Order, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the Purchase Order, the Vendor shall destroy and duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Purchase Order, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
  - 30.3 **Request for Records; Noncompliance**
    - (a) A request to inspect or copy public records relating to a public agency's Purchase Order for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Vendor of the request, and the Vendor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
    - (b) If a Vendor does not comply with the public agency's request for records, the public agency shall enforce the Purchase Order provisions in accordance with the Purchase Order.
    - (c) A Vendor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10, Florida Statutes.
  - 30.4 **Civil Action:**
    - (a) If a civil action is filed against a Vendor to compel production of public records relating to a public agency's Purchase Order for services, the court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees. If: (1) The court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and (2) At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, the public agency and to the Vendor.
    - (b) A notice complies with subparagraph (a)(2) hereinabove, if it is sent to the public agency's custodian of public records and to the Vendor at the Vendor's address listed on its Purchase Order with the public agency or to the Vendor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
    - (c) A Vendor who complies with public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.
  31. **Advertising:** Vendor shall not publicly disseminate any information concerning the Purchase Order without prior written approval from the County, including but not limited to, mentioning the Purchase Order in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Vendor's name and either a description of the Purchase Order or the name of the County in any material published, either in print or electronically, to any entity that is not a party to the Purchase Order, except potential or actual authorized distributors, dealers, resellers, or service representative.
  32. **Relationship of Parties:** The Vendor shall perform the services under this Purchase Order as an independent Vendor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Purchase Order shall be interpreted or construed to constitute the Vendor or any of its agents or employees to be an agent, employee or representative of the County.
  33. **Severability:** If any section, subsection, sentence, clause, phrase, or portion of this Purchase Order is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.
  34. **Notices:** All notices, consents, requests or other communications to the County shall be in writing and shall be sent by hand delivery, or by requested) to the address below. Notices shall be deemed given: (i) at the time delivered, if personally delivered; (ii) at the time received, if mailed; and (iii) one (1) business day after timely delivery to the courier, if by overnight courier service. In the event either party needs to change addresses they may do so by sending written notice to the other party.

Nassau County  
Attention: Procurement Director 56135 Nassau Place  
Yulee, Florida 32097





### Certificate Of Completion

Envelope Id: 9EA2B978-7045-41C5-AD68-0DBD3B73E136	Status: Completed
Subject: Complete with DocuSign: CM3456-WA04 CO#1 & PO Modification (Reducing)	
Source Envelope:	
Document Pages: 11	Signatures: 8
Certificate Pages: 6	Initials: 4
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	George Murray
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	gmurray@nassaucountyfl.com
	IP Address: 50.238.237.26

### Record Tracking

Status: Original	Holder: George Murray	Location: DocuSign
4/16/2025 7:39:46 AM	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)	  Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 4/16/2025 7:46:29 AM Viewed: 4/16/2025 7:50:49 AM Signed: 4/16/2025 7:51:34 AM
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**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)	  Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 4/16/2025 7:51:36 AM Viewed: 4/16/2025 8:25:28 AM Signed: 4/16/2025 8:27:38 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)	  Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 4/16/2025 8:27:41 AM Viewed: 4/16/2025 9:29:50 AM Signed: 4/16/2025 9:30:40 AM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Evelyn Burton eburton@nassaucountyfl.com Procurement Nassau County BOCC Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 4/16/2025 9:30:43 AM Viewed: 4/16/2025 9:31:33 AM Signed: 4/16/2025 9:33:23 AM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Signer Events	Signature	Timestamp
Abigail Jorandby ajorandby@nassaucountyfl.com Deputy County Attorney Nassau BOCC Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	  Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 4/16/2025 9:33:25 AM Viewed: 4/16/2025 1:03:43 PM Signed: 4/16/2025 1:05:36 PM
Denise C. May, Esq., BCS dmay@nassaucountyfl.com County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	  Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 4/16/2025 1:05:39 PM Viewed: 4/16/2025 1:08:30 PM Signed: 4/16/2025 1:09:36 PM
Taco Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	  Signature Adoption: Drawn on Device Using IP Address: 50.238.237.26	Sent: 4/16/2025 1:09:39 PM Viewed: 4/16/2025 3:37:08 PM Signed: 4/16/2025 3:37:24 PM
BOCC AP boccap@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b> Accepted: 2/4/2021 9:59:11 AM ID: 6238f06a-a4ad-4d45-a7f5-929d04629059	  Signature Adoption: Pre-selected Style Using IP Address: 12.23.69.254	Sent: 4/16/2025 3:37:26 PM Viewed: 4/17/2025 10:08:54 AM Signed: 4/17/2025 10:09:16 AM
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 Dept procurement@nassaucountyfl.com Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div>COPIED</div>	Sent: 4/17/2025 10:09:19 AM

Carbon Copy Events	Status	Timestamp
Clerk Services clerkservices@nassaucountyfl.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 1/24/2022 11:47:51 AM ID: c578204b-138e-4b31-a24f-82d040e40d69	COPIED	Sent: 4/17/2025 10:09:20 AM Viewed: 4/17/2025 10:24:26 AM
Jennifer Kirkland jkirkland@nassaucountyfl.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 10/24/2023 9:00:03 AM ID: 051b8b10-9ce7-49a7-bddd-e95a2069afb9	COPIED	Sent: 4/17/2025 10:09:21 AM
Jeff Little jlittle@nassaucountyfl.com Facilities Assistant Director Nassau County BOCC Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 4/17/2025 10:09:22 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/16/2025 7:46:29 AM
Certified Delivered	Security Checked	4/17/2025 10:08:54 AM
Signing Complete	Security Checked	4/17/2025 10:09:16 AM
Completed	Security Checked	4/17/2025 10:09:22 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



## **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**

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](mailto: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](mailto: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](mailto: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](mailto: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.





## EXHIBIT "A" VENDORS PROPOSAL

January 9, 2025  
AVO P53758.005

Jeffrey Little  
Facilities Maintenance Division Manager  
Nassau County Public Works  
45195 Musselwhite Road  
Callahan, FL 32011  
(904) 530-6126

Email: [Jlittle@nassaucountyfl.com](mailto:Jlittle@nassaucountyfl.com)

### TASK ORDER: Professional Services for Nassau County/SR 200 Trail Segment

Dear Mr. Little,

Halff Associates, Inc. (HALFF) is pleased to submit our proposal to Nassau County (CLIENT) to provide Professional Services for the Nassau County SR 200 Trail Segment Project, more specifically described as follows:

CLIENT has requested a proposal from HALFF for civil engineering and landscape architecture design and permitting efforts for the development of approximately 800 linear feet of multi-use trail and landscape buffer along SR 200 on a county-owned parcel (parcel ID 44-2N-27-0000-0001-0110). The project site is located at 50 Bobby Moore Circle on the south side of SR 200. HALFF understands that the CLIENT would like to develop the frontage of the site with a 10' wide multi-use trail and landscape buffer as part of the greater County trail network and as identified in the Future Transportation Map Series Nassau County Trail Facilities (FTMS-8), the SR 200 Corridor Master Plan, and the William Burgess Context and Connectivity Blueprint (WB CCB). Landscaping will also be added to enhance the existing "Welcome to Yulee" sign. The 10' multi-use trail and landscape buffer will be designed in accordance with the Nassau County Land Development Code. HALFF assumes that site plan permitting through Nassau County DRC, utility plan review with JEA, and a permit exemption verification with the SJRWMD will be required for the project. HALFF anticipates providing conceptual and 90% progress submittals to the CLIENT, followed by the final 100% design submittal. HALFF understands that the CLIENT will provide a boundary and topographic survey for the project.

If HALFF's understanding is incorrect or requires clarification, please contact us immediately so we can revise this Proposal.

We have developed a scope of work, fee schedule and terms of agreement for the proposed project, shown in the attached exhibits as follows:

- **Exhibit A Scope of Services**
- **Exhibit B Exclusions**
- **Exhibit C Fee Summary and Hourly Rates**
- **Exhibit D Agreement for Professional Services**

Please feel free to contact us if you have any questions or comments concerning this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "Cody Smith", is placed above the printed name.

Cody Smith, PE  
Land Development / Public Works Team Leader



## EXHIBIT A SCOPE OF SERVICES

### PHASE 100: PROJECT MANAGEMENT

HALFF will maintain communication and coordination with the CLIENT throughout the duration of the project, including tasks described below. The Project Manager, Cody Smith, will be the primary point of contact for HALFF.

1. HALFF project management duties shall include project planning, resource allocation, project scheduling, quality control, monthly invoicing and project status reports.
2. HALFF anticipates up to two (2) in-person meetings during project design and up to (4) virtual meetings with the CLIENT during the project duration. If additional meetings are requested, HALFF can provide these services under additional scope and fee.

### PHASE 200: SUBSURFACE UTILITY ENGINEERING

Jacksonville Energy Authority (JEA) requires Subsurface Utility Engineering (SUE) Quality Level A (QL-A) utility location at all utility points of connection. HALFF assumes that a new irrigation service connection will be required for the project which will require SUE QL-A. If required HALFF will provide the following services:

1. Utility Locating (Quality Level A):
  - a. Halff will perform up to two (2) test holes. The test holes will be performed for a proposed irrigation service to be connected to the existing water main.
  - b. Deliverables: HALFF will provide an 8.5-in. x 11-in. Test Hole Data Form for each test hole, indicating depth, size, location, and other notable characteristics of the utility, along with photos.
  - c. Schedule: HALFF will complete the Quality Level-A investigation within thirty (30) calendar days upon receipt of the test hole layout and approval of permits.
  - d. Uncontrollable Factors: Due to factors such as ground conditions, weather, and safety hazards, HALFF reserves the right to request additional time to facilitate field efforts if necessary.
  - e. Work Hours: Work performed in the right-of-way will be conducted Monday through Friday, 9 am to 4 pm, and Saturday and Sunday, 7 am to 7 pm, barring foul weather.
  - f. Exclusion: Engineered Traffic Control Plan, SUE QL-B, Utility Surveying, Permitting.

### PHASE 300: ENVIRONMENTAL ASSESSMENT

The Nassau County Land Development Code states that all preliminary binding site plans over ten (10) acres in size shall conduct an environmental assessment. If the environmental assessment is required by the County for this project, HALFF will provide the following services:

1. Site inspection for the purpose of determining if wetlands regulated by the St Johns River Water Management District (SJRWMD) and/or the US Army Corps of Engineers (USACE) are present. If wetlands are present, they will be identified in the field by using flagging tape and located using a handheld sub-meter GPS. The GPS data would then be used to generate a map showing the approximate extent and location of any wetlands marked in the field. A letter report and map will be submitted to the client within 5 days of completion of the field investigation. If no wetlands are identified, a letter report will be sent that describes what investigations were performed and stating that no wetlands were identified.
2. During the site inspection for wetlands, the site will be checked for the presence of listed species including gopher tortoises, which is a species that can be found in drier sites within Nassau County. If gopher tortoise burrows are observed, an informal presence / absence burrow survey will be performed by a qualified FWC Authorized Gopher Tortoise Agent to estimate the population that may be present. Burrows identified during this survey would be marked in the field with either pin flags or flagging tape and then located using handheld GPS. This information will be added to the site map (described above). The letter report (described above) would then





include a brief discussion of the implications of these findings including potential costs and impact on development timelines.

#### **PHASE 400: GEOTECHNICAL INVESTIGATION**

The Nassau County Land Development Code requires drainage and geotechnical reports for most Site Engineering Plans submittals. If a geotechnical investigation is required, HALFF will subcontract Universal Engineering Sciences, LLC (UES) to perform the work. UES proposes to perform four (4) auger borings to depths of 6 feet each for soil classification and seasonal high water table estimation. Horizontal and vertical permeability tube samples will be taken at depths of two feet at two (2) of the boring locations for laboratory permeability testing. UES will provide a report with a presentation of the subsurface conditions, estimated geotechnical properties, a geotechnical engineering evaluation of the site for the planned construction, recommendations for pavement design, recommendations for site earthwork, and recommendations for dry retention design.

#### **PHASE 500: CIVIL ENGINEERING**

Upon receipt of the site boundary and topographic survey provided by the CLIENT, HALFF will complete civil engineering design and plans production as described below. HALFF anticipates providing conceptual and 90% progress submittals to the CLIENT for review and comment, followed by the final 100% design submittal. Deliverables will be in PDF format.

1. Existing Conditions and Demolition Plan: The demolition plan will show the project site and immediate area of the property boundary (within 10 feet), based on the conceptual site plan and project survey. The demolition plan will identify the removal of pavement, buildings, removal of utilities, such as water, sewer, electric, and for vacation of easements within the site as necessary.
2. Erosion and Sedimentation Control Plan: The erosion and sedimentation control plan shall include required erosion and sedimentation control measures throughout the site, standard details, and Stormwater Pollution Prevention Plan (SWPPP) sheets.
3. Geometry Plan: The geometry plan for the project site and immediate area of the property boundary (within 10 feet) will be based on the approved conceptual site plan and will show locations for proposed site improvements including: building footprint(s), sidewalks, designated landscape areas, parking areas, driveways, concrete slabs, coordinate geometry for centerline of roadways, and horizontal control.
4. Utility Plan: The utility plan will show the proposed utilities necessary to serve the project and will be designed in accordance with JEA standards. The utility plan will include the following:
  - a. Potable Water: An on-site service connection designed to serve the irrigation system.
5. Grading and Drainage Plan: The drainage design for SR 200 Trail Segment will incorporate Low Impact Development (LID) practices where possible, such as infiltration basins, bio-swales, and raingardens. The system will be designed with pre and post development basin analysis. The grading and drainage plan will show the following: (i) the existing and proposed finished grade elevations with contours, spot grades and slope arrows; and (ii) the layout and details of the proposed stormwater conveyance system and stormwater management facilities, including storm sewer structures pipes, swales, ditches, wet detention ponds, and outfall structures. A drainage design report, operation and maintenance plan, and operation and maintenance cost estimate will also be prepared in accordance with local permitting agency requirements.
6. Pre- and Post-Development Drainage Plans: The pre- and post-development drainage plans shall serve as the master drainage plan and include an analysis of the existing and proposed site drainage conditions with calculations for basin areas, curve numbers, time of concentration, storage, and discharge rates to be used in the design of the stormwater management system.

#### **PHASE 600: LANDSCAPE ARCHITECTURE AND IRRIGATION**

Upon receipt of the site boundary and topographic survey provided by the CLIENT, HALFF will complete landscape architecture, irrigation and hardscape design and plans production as described below. HALFF



anticipates providing conceptual and 90% progress submittals to the CLIENT, followed by the final 100% design submittal. Deliverables will be in PDF format.

1. Landscape & Irrigation Plans: HALFF will utilize the approved conceptual site plan to prepare tree mitigation, landscape, and irrigation plans to meet the minimum code criteria of Nassau County. Plans will be developed at an appropriate scale and provide the necessary details and specifications for materials and methods. Irrigation Plans will illustrate an automatic underground irrigation system showing location, size, and type of irrigation heads, sleeves, pipes, valves, and controllers with accompanying details and notes. These plans will be used for permitting requirements and sufficient for construction documents for the improvements and meet all conditions of regulatory agencies.
2. Hardscape Plans: HALFF will prepare construction plans for the hardscape amenities, including flatwork elements. The plans required to fully capture the design intent, materials and methods of the proposed amenities include a hardscape plan, hardscape details, and hardscape specifications (to be provided on plan sheets).

## PHASE 700: SITE PERMITTING

Once the required civil engineering, landscape architecture and irrigation plans are completed, HALFF will proceed with permitting as described below. CLIENT is responsible for assisting in obtaining required owner signatures and payment of application fees. HALFF will respond to requests for additional information. **HALFF assumes that the proposed use complies with the current zoning district and that no rezoning, variances, or conditional use permits are required. If necessary, HALFF can perform this service under a separate scope and fee.**

1. Nassau County Class II Pre-Application Conference: HALFF shall provide the conceptual plans to Nassau County Development Review Committee (DRC) for review and attend a pre-application conference with county staff to discuss basic site development requirements, site features and the proposed site development.
2. Nassau County Class II Preliminary Binding Site Plan: HALFF will submit the site boundary survey and site geometry plan to the Nassau County DRC for review and approval.
3. Nassau County Class II Site Engineering Plan: HALFF will submit the civil engineering plans and calculations and landscape and irrigation plans to the Nassau County DRC for review and approval.
4. St. Johns River Water Management District (SJRWMD) Environmental Resource Permit: HALFF shall prepare and submit a permit determination/exemption request with the SJRWMD. **HALFF assumes that an individual ERP will not be required since the proposed impervious area is estimated to be less than 9,000 square feet. If an individual ERP is required, HALFF can provide these services under a separate scope and fee.**
5. JEA Plans Review: HALFF shall request a Letter of Availability from JEA and shall submit the utility plans to JEA for review and approval.

## PHASE 800: ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

Upon completion of design and permitting, HALFF shall conduct quantity take-offs for the project and assign probable estimated costs for construction based on best available data for the project in an effort to assist the CLIENT with construction budgeting.

## PHASE 900: PROJECT SPECIFICATIONS BOOKLET

HALFF shall prepare the project specifications booklet to accompany the construction plan set. The specifications will require all discipline design services to be completed in order to contain all trades of work involved.



## PHASE 1000: BID ADMINISTRATION

Once civil engineering, landscape architecture and irrigation plans are completed and required permits received, HALFF will provide the following bid administration services. **This phase will be billed on an hourly basis with an estimated fee.**

1. HALFF shall support the CLIENT in the preparation of bidding documents, with the CLIENT providing front end documentation.
2. HALFF shall attend a pre-bid meeting and present the scope of work to be performed.
3. HALFF shall answer written RFI's submitted by the prospective bidders.
4. HALFF shall review bids with CLIENT for the recommendation for award.
5. This scope includes one bid/RFI process.

## PHASE 1100: LIMITED CONSTRUCTION ADMINISTRATION

Once civil engineering, landscape architecture and irrigation plans are completed and required permits received, HALFF will provide the following limited construction administration services. **This phase will be billed on an hourly basis with an estimated fee.**

1. HALFF will review all civil engineering, landscape architecture, and irrigation related shop drawings, schedules, samples, tests, and other data submitted by contractors prior to construction and evaluate if such data follows the project plans.
2. HALFF will provide answers to Requests For Information (RFIs) submitted by the contractor regarding the civil engineering, landscape architecture and irrigation plans. This scope includes one bid/RFI process. Additional processes due to re-bidding and contractor-suggested changes to the design are not included in this proposal.
3. HALFF will conduct monthly construction observation visits during construction, with an anticipated maximum of six (6) visits.
4. HALFF will attend the substantial completion walk-through and generate a punch list of items to be corrected. The contractor is assumed to be substantially complete. Additional visits requested after this first substantial walk through can be provided under a separate scope and fee.
5. HALFF will conduct a planting verification to confirm compliance with Nassau County planting requirements.
6. HALFF shall exercise the irrigation system to check the operation of the new zone(s) for the irrigation system. This shall take place at the first substantial walk through.
7. HALFF will review and mark up as-built drawings submitted by the contractor's registered surveyor, to a level sufficient to satisfy certifications of completions to the Authorities Having Jurisdiction and return for correction.
8. HALFF will prepare final certifications or acceptance letters required as part of the site permits obtained by HALFF and submit to the permitting agencies. All as-built drawings shall be submitted by the contractor's registered surveyor in the State of Florida, meeting all rules under the Florida Administrative Code (F.A.C.). Preparation and recording of easements and other materials are not included and shall be performed by others.

## PHASE 1200: SITE LIGHTING/ELECTRICAL COORDINATION

The Nassau County Land Development Code requires site lighting plans for most Site Engineering Plans submittals. If required, HALFF will coordinate with a site lighting vendor to prepare a photometrics plan and with the electrical provider, Florida Power and Light, to provide electrical service to the site.

## CLIENT'S RESPONSIBILITIES

- A. Payment of all impact, review, and permitting fees
- B. Provide HALFF with any information, agreements, and/or restrictions that may be in effect on the property and impact the design guidelines or criteria for the project



- C. Provide HALFF with access to the site for activities necessary for the performance of the services. HALFF will take precautions to minimize damage due to these activities but have not included in the fee the cost of restoration of any resulting damage.
- D. If HALFF is NOT providing surveying services under this agreement, the CLIENT shall provide HALFF with all surveys, including electronic point files and .dwg files for same, prepared by other surveyors.

#### **SCHEDULE**

Upon receipt of a fully executed copy of this Agreement, HALFF shall perform its services and discharge the obligations imposed upon us in a prompt and timely manner and as expeditiously as is consistent with professional skill and care and the orderly progress of the work. HALFF also acknowledges that the CLIENT is to be regularly and routinely consulted in connection with the performance hereunder.

**EXHIBIT B EXCLUSIONS**

HALFF's Scope of Services expressly does NOT include the following services which are the obligation of the CLIENT or others as the case may be. If required, excluded services can be provided by HALFF as Additional Services when so authorized in writing by the CLIENT.

1. Rezoning, variance, or conditional use permitting
2. Architectural, structural, mechanical, fire protection, or electrical services
3. Survey services
4. Phase 1 Environmental Assessments
5. Fees for regulatory authority meetings, filing, and submittals (All fees by CLIENT)
6. Recording of easements
7. Environmental impact and cultural statements and assessments, jurisdictional waters of the US determination
8. Flood studies, conditional (CLOMR) or final FEMA Letter of Map Revision (LOMR)
9. Traffic impact analyses and studies
10. Offsite roadway improvements, access, and right-of-way design and permitting
11. Offsite water and sewer extension design and permitting services
12. Offsite infrastructure capacity studies/assessments/analysis/designs
13. Offsite stormwater design and permitting
14. Lift station design and permitting
15. Quality control and construction material testing services
16. Construction observation and progress meetings during construction. (Hourly if provided).
17. Construction staking
18. Revisions to the plans requested by the Client/Contractor/Landowner after the plans are approved unless necessitated by discrepancy in the plans.
19. Revisions to the plans due to scope changes, value engineering, budget overruns, or other reasons
20. Structural design of retaining walls and pond walls
21. Design of landscape/decorative type signage walls
22. LEED services
23. Sign design and permitting
24. Gas, electric, telephone, and/or cable design
25. Post-construction Improvement Survey
26. Any services not specifically noted in Exhibit A Scope of Services





### EXHIBIT C FEE SCHEDULE AND HOURLY RATES

Our fees for the described services are outlined in the following table. Lump Sum fees will be invoiced monthly based on the status of each task (percent complete). Hourly Services will also be invoiced monthly based on the current hourly rates for the actual personnel involved in the tasks.

The CLIENT agrees to pay HALFF the following fees for its services:

Phase	Description	Lump Sum Fee	Hourly Fee Estimate
100	Project Management	\$ 4,672.08	-
200	Subsurface Utility Engineering	\$ 3,525.69	-
300	Environmental Assessment	\$ 3,557.62	-
400	Geotechnical Investigation	\$ 3,200.00	-
500	Civil Engineering	\$ 21,605.28	-
600	Landscape Architecture and Irrigation	\$ 15,635.40	-
700	Site Permitting	\$ 16,463.52	-
800	Engineer's Estimate of Probable Cost	\$ 3,621.48	-
900	Project Specification Booklet	\$ 6,427.20	-
1000	Bid Administration	-	\$ 5,020.22
1100	Limited Construction Administration	-	\$ 10,225.84
1200	Site Lighting / Electrical Coordination	\$ 1,557.36	-
<b>TOTAL:</b>		<b>\$ 80,265.63</b>	<b>\$ 15,246.06</b>

### SUPPLEMENTAL SERVICES

Services authorized in writing by the CLIENT, other than those specifically listed in the Exhibit A, and which are agreed to be performed by HALFF by written addenda to this Agreement, shall be considered Additional Services. The CLIENT shall compensate HALFF at an agreed upon lump sum fee or based on current hourly rates for the actual personnel involved in the tasks (Hourly Services). Hourly Services will be invoiced based on the Hourly Billing Rates shown on Exhibit C.



## EXHIBIT D: AGREEMENT FOR PROFESSIONAL SERVICES

This Task Letter constitutes our understanding of the required Professional Services and our relationship under this project, and may only be modified in writing, signed by both parties. All other terms and conditions contained in our original Master Service Agreement for Professional Services between Nassau County and Halff Associates, Inc. signed by the Parties and dated January 22, 2024, and any/all amendments relating thereto and executed by the Parties since the said date will remain in effect.

**Approved By (HALFF):**

**HALFF ASSOCIATES, INC.**

**Approved By (CLIENT):**

**NASSAU COUNTY, FL**

Max Spann, PLA, CLARB Date \_\_\_\_\_  
Planning / Landscape Architecture Team  
Leader

Doug Podiak  
Facilities Maintenance Director  
Nassau County Public Works

CS-24-318  
Contract No. CM3456-WA04-CO01

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Materials Testing  
Geotechnical Engineering  
Environmental  
Building Sciences & Safety  
Inspections & Code Compliance  
Virtual Design Consulting

December 10, 2024

Halff Associates, Inc.  
12598 US Highway 98 West, Suite 250  
Miramar, Florida 32550

Attn: Mr. Cody Smith

Subject: **PROPOSAL FOR A GEOTECHNICAL EXPLORATION**  
50 Bobby Moore Circle  
Yulee, Florida  
UES Proposal No. 2122326  
UES Opportunity No. 0930.1224.00006

Dear Mr. Smith:

UES is pleased to submit this proposal for providing geotechnical services for your project. Included in this proposal is an outline of the project information, proposed exploration, and schedule.

### **PROJECT INFORMATION**

Project information was provided to us through recent correspondence with you. We were provided with a copy of an aerial for the site. The aerial shows the boundary limits for the property, the roadway located adjacent to the site, and the layout of the proposed and existing construction.

We understand that the proposed construction will consist of the construction of 10 foot wide multi-use trail and a dry retention swale. Proposed grading information has not been provided, therefore we have assumed that less than two feet of elevating fill will be required for site development.

### **PROPOSED GEOTECHNICAL EXPLORATION**

Based on our understanding of the project, we propose to perform four (4) auger borings to depths of 6 feet each. Additionally, we will obtain horizontal and vertical permeability tube samples at depths of two feet at two of the boring locations for laboratory permeability testing.

Due to the nature of the equipment required to perform the test borings, some property disturbance should be expected. Our proposal does include limited site clean-up including backfilling the boreholes with soil-cuttings for safety considerations. No other restoration

UES Proposal No. 2122326  
December 10, 2024

services (i.e. pressure washing, landscaping, repairing wheel ruts, etc.) are included in this proposal. We understand that the rights of entry and access to the property will be provided to us prior to and at commencement of field activities.

Our fee estimate does not include an allowance for horizontal and vertical survey control for the test boring locations. Our field crew will locate the test locations based upon estimated distances and relationships to obvious landmarks. Therefore, the test locations and depths should be considered accurate to the degree of the methodologies used.

UES will contact Sunshine State One Call (1-800-432-4770) for public utility clearance prior to the start of drilling activities. It is our experience that this service does not mark the locations of privately owned utilities. Our proposal requires that private utility lines and other subsurface appurtenances be located in the field by others prior to our mobilization. UES shall not be held responsible for service interruptions or damage to private utility lines or other buried structures.

We will conduct all drilling and sampling in general accordance with applicable ASTM standards. At the completion of drilling, we will transport all samples to our laboratory where they will be examined by a geotechnical engineer and visually classified according to the Unified Soil Classification System.

A professional engineer, registered in the State of Florida, who has specialized in geotechnical engineering will direct and supervise our work. A report which describes our exploration and documents the subsurface conditions encountered will be provided for you. This report will include the following:

1. A brief discussion of our understanding of the planned construction and imposed loads.
2. A presentation of the field and laboratory test procedures used and the data obtained.
3. A presentation of the subsurface conditions including subsurface profiles, estimated seasonal high groundwater, and estimated geotechnical engineering properties (as necessary).
4. A geotechnical engineering evaluation of the site and subsurface conditions with respect to the planned construction.
5. Recommendations for pavement design parameters.
6. Recommendations for site preparation/earthwork construction.
7. Recommendations for retention pond design.

UES Proposal No. 2122326  
December 10, 2024**COMPENSATION FOR SERVICES**

Based on the scope of the geotechnical exploration, the proposed laboratory testing, and the engineering services outlined above, we propose to complete the geotechnical exploration and engineering services for a **lump sum fee of \$3,200.00**. We will contact you immediately if we encounter subsurface conditions which could require (1) the borings to be performed to deeper depths, (2) additional borings or other field testing, and/or (3) additional engineering analysis/evaluation and studies outside the scope of this proposal.

**SCHEDULING AND AUTHORIZATION**

We can initiate the field services within two weeks after receipt of written authorization to proceed with the field exploration complete in one day. We can provide preliminary verbal results as soon as the drilling has been completed in order to expedite the design process, upon request. The final report should be available within four weeks after notice to proceed.

We have included a short form authorization agreement. In order to expedite our internal project tracking requirements, please execute this document and return one copy to our office.

We appreciate your consideration of UES for these services and are looking forward to serving as your geotechnical consultant on this and other future projects.

Respectfully Submitted,

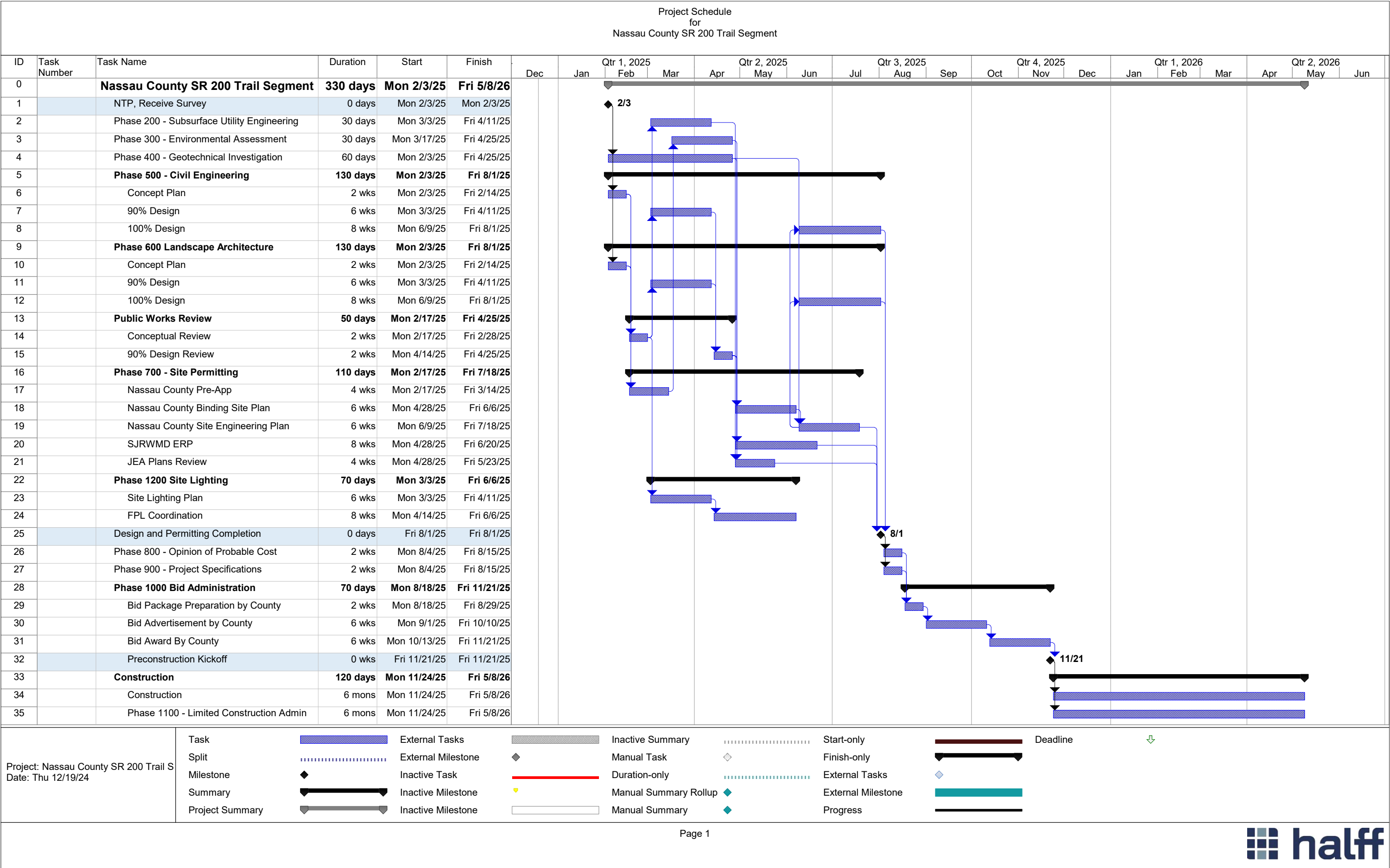
**UES**

Stephen R. Weaver, P.E.  
Geotechnical Services Manager

Jake D. Cochran, P.E.  
Senior Geotechnical Engineer

SRW/jdc







# EXHIBIT "B"

## VENDOR'S ESTIMATE

**CS-24-318**  
**Contract No. CM3456-WA04-CO01**

Jeffrey Little  
 Nassau County  
 January 9, 2025  
 Page 8 of 9

### EXHIBIT C FEE SCHEDULE AND HOURLY RATES

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**Approved By (HALFF):**

**HALFF ASSOCIATES, INC.**

**Approved By (CLIENT):**

**NASSAU COUNTY, FL**

Max Spann, PLA, CLARB Date \_\_\_\_\_  
Planning / Landscape Architecture Team  
Leader

Doug Podiak  
Facilities Maintenance Director  
Nassau County Public Works

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