

**WORK AUTHORIZATION #CM2287-WA21  
NASSAU COUNTY  
BOARD OF COUNTY COMMISSIONERS**

|                         |                             |
|-------------------------|-----------------------------|
| <b>Consultant:</b>      | Peters & Yaffee, Inc.       |
| <b>Contract Number:</b> | CM2287-WA21                 |
| <b>Contact Name:</b>    | Dow Peters                  |
| <b>Contact Number:</b>  | 904-265-0751                |
| <b>Email:</b>           | dpeters@petersandyaffee.com |

| <b>CURRENT WORK AUTHORIZATION</b>                              |                  |   |                    |
|--|------------------|---|--------------------|
| <b>Project Short Title: Simmons Road Drainage Improvements</b> |                  |   |                    |
|  |                  | <b>CONTRACT OVERVIEW</b>                |                    |
| <b>Date Submitted</b>  | 8/12/2022        | <b>Total of Previous Authorizations</b> | \$934,718.41       |
| <b>Amount</b>  | \$95,980.67      | <b>This Work Authorization</b>          | <b>\$95,980.67</b> |
| <b>Scheduled Completion</b>                                    | 12 weeks from WA | <b>Current Contract Total</b>           | \$1,030,699.08     |

This Work Authorization is to the AGREEMENT between Nassau County and Peters & Yaffee, Inc. ("Vendor") for Professional Services in Nassau County, Florida, dated May 9, 2016, as amended. The services to be provided under this Work Authorization are as follows:

ARTICLE 1. Services Described as:

Vendor shall provide final construction documents and all required permits for the proposed drainage improvements for the Simmons Road Drainage Improvements Project located in Fernandina Beach, Florida.

ARTICLE 2. Time Schedule

Vendor anticipates the starting date to be 2 weeks from receipt of execution of this Work Authorization with an estimated duration of 8 weeks to complete the Scope of Work.

ARTICLE 3. Budget

Vendor will perform the services outlined herein for the lump sum amount of \$95,980.67. Vendor's fee amounts are detailed further in Exhibit "A". Vendor will be using rates previously established in Contract CM2287.

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.

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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: Dow Peters  
Print Name: Dow Peters  
Title: President  
Date: 10/3/2022

Account number(s):

**03420541-531000**

**RECOMMENDED AND APPROVED BY NASSAU COUNTY:**

|                                |  |               |    |
|--------------------------------|--|---------------|----|
| County Engineer:               | <u>Robert Companion</u>  | 9/20/2022     | CH |
|                                | Robert T. Companion, PE  |               |    |
| Procurement:                   | <u>Lanae Gilmore</u>   | 9/21/2022     | JP |
|                                | Lanae Gilmore  |               |    |
| Office of Management & Budget: | <u>Chris Lacambra</u>  | 9/21/2022     |    |
|                                | Chris Lacambra   | Daniel Fanger |    |
| County Manager:                | <u></u> | 10/3/2022     |    |
|                                | Taco E. Pope, AICP   |               |    |
| Ex-Officio Clerk:              | <u>John A. Crawford</u>  |               |    |
| County Attorney:               | <u>Denise C. May</u>   | 9/20/2022     |    |
|                                | Denise C. May  |               |    |

**APPROVED** by the BOARD OF COUNTY COMMISSIONERS, this \_\_\_\_ day of \_\_\_\_\_, 2022.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

\_\_\_\_\_  
Jeff Gray  
Chairman

ACCOUNT NO.:

03420541-531000

EXHIBIT A  
SCOPE OF SERVICES  
ENGINEERING SERVICES  
FOR  
Simmons Road Drainage Improvements  
NASSAU COUNTY, FLORIDA  
August 12, 2022

**A. PROJECT DESCRIPTION**

1. The intent of this project is to provide final construction documents and all required permits for the proposed drainage improvements for the Simmons Road Drainage Improvements Project located in Fernandina Beach, FL.
2. The project limits are along Simmons Road from Landyns Circle to Will Hardee Road and are provide on Exhibit "A".
3. The project length is approximately 0.5 miles.
4. The scope of this project is based on discussions with Nassau County Staff and a site visit conducted by PY. Project scope elements include the following:
  - a. Design for drainage inlets at the south side of Simmons Road at Egans Bluff Rd to alleviant the ponding at the intersection.
  - b. Provide the design for a stormwater pipe system at the existing ditch along the north side of Simmons Road from Seminole Avenue to Will Hardee Road.
  - c. Remove existing guardrail on Simmons Road existing ditch along the north side of Simmons Road from Seminole Avenue to Will Hardee Road.

**B. PROJECT SCOPE**

1. Data Collection
  - a. *Existing Stormwater Permit Information* – includes gathering all pertinent information including construction plans, drainage computations and correspondence from the St. Johns River Water Management District's (SJRWMD) online database.
  - b. *Existing Contour Information* – includes gathering all existing contour information for the project basins.

- c. *Field Review* – includes a site visit by two Peters and Yaffee personnel to review the existing condition of the stormwater system and document existing drainage infrastructure.
- d. *Survey* – The Consultant shall provide survey services within the project limits as follows:
  - a. Prepare a survey map and digital file of the following items:
    - i. Locate cross drains and provide pipe size, material and inverts.
    - ii. A DTM survey will be provided of the areas north and south of the entrance to Breezeway Court and between the Chester Road edge of pavement and R/W as shown in the attached Survey Exhibits A and B.
    - iii. TBM's will be set at each cross drain Cross sections to populate the DTM will be taken at 100 foot intervals and high and low points. The survey will extend from the southerly edge of pavement to the northerly right of way line from westerly of Fernandina Avenue to westerly of Seminole Avenue and from right of way to right of way from westerly of Seminole Avenue to easterly of Will Hardee Road.
  - b. Surveyed data will be referenced to NAD83/2011 horizontal datum.
  - c. Survey deliverables will include a digital data (CADD) files for the survey data in Microstation SS10 format and a signed and sealed survey map.

## 2. Project General Tasks

- a. *Notice to Proceed Meeting* – The Consultant shall prepare for and attend one Notice to Proceed Meeting with Nassau County staff.
- b. *Project Status Meetings* – The appropriate members of the Consulting team shall attend up to two progress meetings with the County staff to discuss project progress and status, upcoming events and activities. The purpose of these meetings is to maintain clear communication between the County and the Consultant. The Consultant shall prepare and distribute meeting minutes following each of these meetings.
- c. *Project Schedule* – The Consultant shall prepare and submit a project schedule for this project identifying major tasks, their duration and tasks relationships. The schedule shall be updated monthly and at other appropriate intervals.

- d. *Invoices/Progress Reports* – Invoices shall be prepared in the format prescribed by the County. Progress reports shall be submitted with each monthly invoice.
- e. *Quality Assurance/Quality Control* – The Consultant shall designate appropriate staff to conduct Quality Assurance/Quality Control (QA/QC) reviews of all work products prior to submittals to the County.

3. Drainage Analysis and Plans

The Consultant will perform the necessary drainage analyses and prepare construction plan sheets to convey the intent of drainage modifications designed for the pipe system and ponding occurring at the intersection of Simmons Road at Egans Bluff Rd. The Consultant will prepare hydrologic and hydraulic calculations to include the existing wetland systems, permitted stormwater ponds, amenity ponds and cross drains within the project limits. Potential improvements to the existing system will include analyzing the addition of a stormwater system that will that replace the existing ditch with a pipe system.

4. Utility Coordination

The Consultant shall coordinate with the known private and public utility companies within the project corridor and obtain plans of their existing facilities (both horizontally and vertically) within the project limits. The consultant shall re-contact these utilities and submit 60% design plans that include all known existing utilities. The consultant shall make a final contact with these utilities to submit 90% plans that show all proposed roadway and drainage improvements. The Consultant shall provide a list of utility contact at the preliminary and final design.

5. Permitting

The Consultant will provide all services (data collection, field surveys, coordination, agency meetings, permit and associated exhibit preparation, etc.) necessary to develop and apply for a verification of exemption letter with the St. Johns River Water Management District. However, should the project exceed the thresholds of these authorizations, additional services provided under a future scope of services will be required for the preparation and submittal of either a Standard General or Individual permits through those agencies.

**B. PROJECT DELIVERABLES**

The Consultant shall contact the County prior to making a submission to verify the number of copies to submit. Up to five draft copies of the final drainage plans and required supporting documents will be submitted with the final submittal.

**C. COMPENSATION**

Peters and Yaffee, Inc. will perform the Scope of Services outlined herein for a lump sum fee of **\$ 95,980.67**. A breakdown of the fees is below.

| <b>Firm Name</b>                         | <b>Role</b>             | <b>Fee Amount</b>  |
|--|-------------------------|--------------------|
| <b>Peters and Yaffee</b>                 | <b>Prime Consultant</b> | <b>\$67,500.67</b> |
| <b>ETM Surveying &amp; Mapping, Inc.</b> | <b>Subconsultant</b>    | <b>\$28,480.00</b> |
| <b>TOTAL</b>                             |                         | <b>\$95,980.67</b> |

**D. COUNTY RESPONSIBILITIES**

1. Documents – The County shall provide access to any available plans, maps, survey data and other pertinent information under its control essential to the satisfactory completion of the work indicated herein.
2. Reviews – The County will provide timely reviews of the Consultant's work in accordance with the schedule agreed upon between the County and the Consultant. Each review period by the county shall be two weeks, at which time all comments will be forwarded to the Consultant.

**E. ASSUMPTIONS**

1. This effort does not include delineation of wetland areas, identification of threatened or endangered species or any other environmental services.
2. This effort does not include geotechnical survey of existing soil conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**Nassau County,  
Board of County Commissioners**

\_\_\_\_\_  
Its: Chair

Date: \_\_\_\_\_

ATTEST TO CHAIR  
SIGNATURE

Approved as to form and legal  
sufficiency:

\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

\_\_\_\_\_  
DENISE C. MAY

ATTEST:

**Peters and Yaffee, Inc.**

\_\_\_\_\_  
(Corporate Secretary)

\_\_\_\_\_  
Signature of President/Owner

\_\_\_\_\_  
Russell Yaffee, PE  
Type/Print Name of Corporate Secy.

\_\_\_\_\_  
Dow W. Peters III, PE  
Type/Print Name of President/Owner  
Date: \_\_\_\_\_







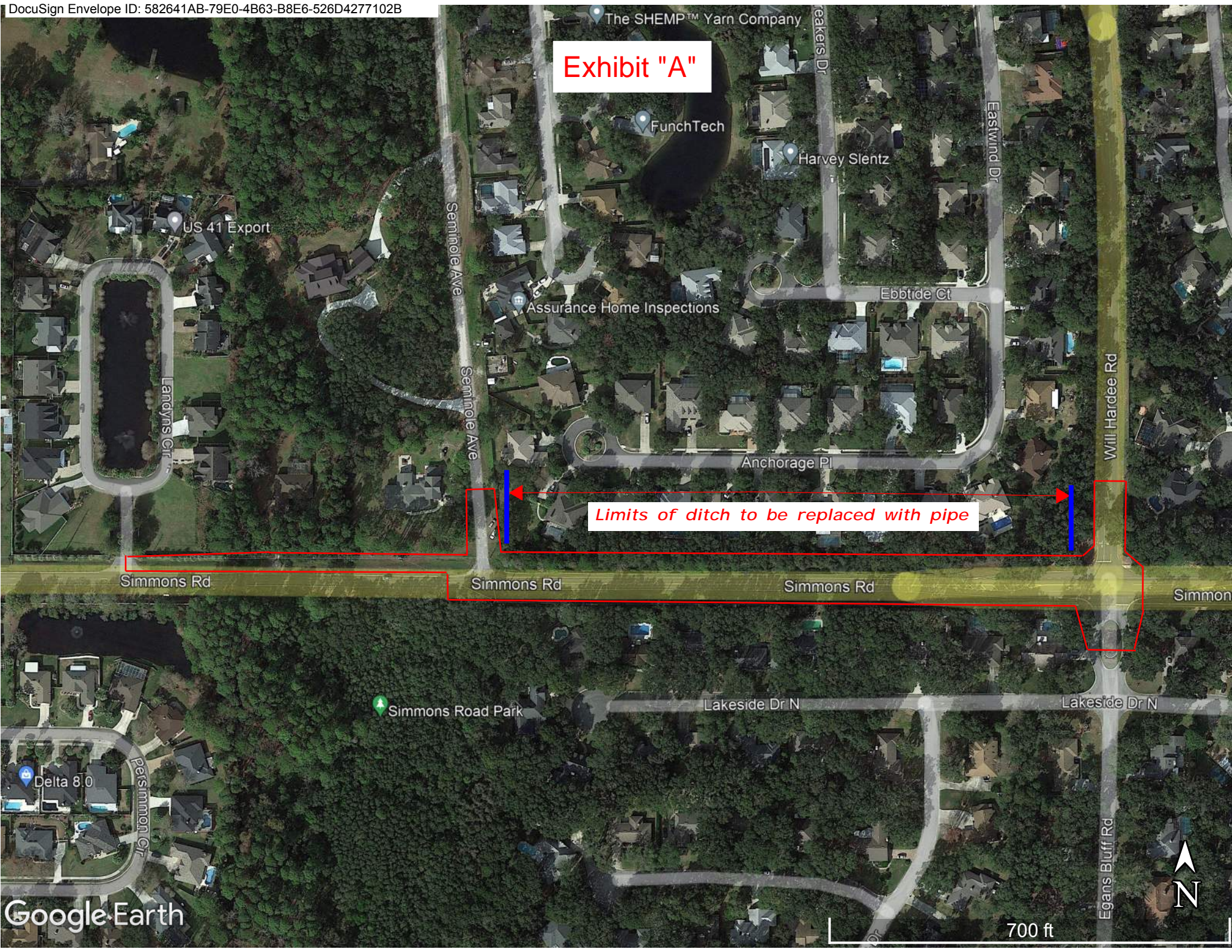


Exhibit "A"

Limits of ditch to be replaced with pipe





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>Insurance Office of America<br>PO Box 5788<br>Suite 130<br>Jacksonville FL 32247 | <b>CONTACT</b><br>NAME: Betty Buschemeyer<br>PHONE (A/C, No, Ext): 9043985656<br>E-MAIL ADDRESS: betty.buschemeyer@ioausa.com<br>FAX (A/C, No): 904-396-7447  |                               |        |  |       |   |       |  |     |                                       |       |             |  |             |  |
|---|---|-------------------------------|--------|--|-------|---|-------|--|-----|---------------------------------------|-------|-------------|--|-------------|--|
| <b>INSURED</b><br>Peters & Yaffee Inc<br>9822 Tapestry Park Cir Suite 205<br>Jacksonville FL 32246  | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Twin City Fire Insurance Company</td> <td style="text-align: center;">29459</td> </tr> <tr> <td>INSURER B : Auto-Owners Insurance Company</td> <td style="text-align: center;">18988</td> </tr> <tr> <td>INSURER C : Rated by Multiple Hartford Companies</td> <td style="text-align: center;">914</td> </tr> <tr> <td>INSURER D : National Casualty Company</td> <td style="text-align: center;">11991</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Twin City Fire Insurance Company | 29459 | INSURER B : Auto-Owners Insurance Company | 18988 | INSURER C : Rated by Multiple Hartford Companies | 914 | INSURER D : National Casualty Company | 11991 | INSURER E : |  | INSURER F : |  |
| INSURER(S) AFFORDING COVERAGE   | NAIC #  |                               |        |  |       |   |       |  |     |                                       |       |             |  |             |  |
| INSURER A : Twin City Fire Insurance Company  | 29459   |                               |        |  |       |   |       |  |     |                                       |       |             |  |             |  |
| INSURER B : Auto-Owners Insurance Company   | 18988   |                               |        |  |       |   |       |  |     |                                       |       |             |  |             |  |
| INSURER C : Rated by Multiple Hartford Companies  | 914   |                               |        |  |       |   |       |  |     |                                       |       |             |  |             |  |
| INSURER D : National Casualty Company   | 11991   |                               |        |  |       |   |       |  |     |                                       |       |             |  |             |  |
| INSURER E :   |   |                               |        |  |       |   |       |  |     |                                       |       |             |  |             |  |
| INSURER F :   |   |                               |        |  |       |   |       |  |     |                                       |       |             |  |             |  |

**COVERAGES****CERTIFICATE NUMBER:** 1716271116**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A        | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Business Owners<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | 21SB AVL1377  | 3/1/2022                | 3/1/2023                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY  |           |          | 4934976700    | 3/1/2022                | 3/1/2023                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000  |           |          | 21SB AVL1377  | 3/1/2022                | 3/1/2023                | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$  |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N       | N/A      | 21WECAE0W0A   | 3/1/2022                | 3/1/2023                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000   |
| D        | <b>PROFESSIONAL LIABILITY</b>   |           |          | JEO0000999    | 3/1/2022                | 3/1/2023                | EACH CLAIM 2,000,000<br>AGGREGATE 2,000,000   |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Professional Liability: limits apply per policy, not per project; Retro date: 8/1/08. Umbrella Liability is not excess over Professional Liability. CM2287 Continuing Contract for Professional Engineering Services for Nassau County, Florida (Bid No. NC14-026). Certificate Holder is added as an additional insured on the General & Auto Liability as required by Written contract subject to policy terms, conditions and exclusions.

**CERTIFICATE HOLDER****CANCELLATION**

Nassau County BOCC  
 96135 Nassau Place, Suite 2  
 Yulee FL 32097  
 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**Requisition Form****NASSAU COUNTY  
BOARD OF COUNTY COMMISSIONERS**96135 Nassau Place Suite 1  
Yulee, FL 32097**VENDOR NAME/ADDRESS**Peters & Yaffee, Inc.  
9822 Tapestry Park Circle, Suite 205  
Jacksonville, FL 32246**DEPARTMENT**

Development Services

**REQUESTED BY**

Katie Peay

| VENDOR NUMBER | PROJECT NAME                                    | FUNDING SOURCE  | AMOUNT AVAILABLE | STANDARD PO OR ENCUMBER ONLY | CONTRACT NO. |
|---------------|---|-----------------|------------------|------------------------------|--------------|
|               | Simmons Road ROW Drainage                       | 03420541-531000 | \$ 111,000.00    | Encumber Contract            | CM2287       |
| ITEM NO.      | DESCRIPTION                                     | QUANTITY        | UNIT PRICE       | AMOUNT                       |              |
| 1             | Continuing Contract CM2287-WA21 with            | 1.00            | \$ 95,980.67     | \$ 95,980.67                 |              |
|               | Peters & Yaffee design Simmon Road ditch piping |                 |                  | \$ 0.00                      |              |
|               |   |                 |                  | \$ 0.00                      |              |
|               |   |                 |                  | \$ 0.00                      |              |
|               | *** REQUISITION WILL BE FOR 22-23 FY****        |                 |                  | \$ 0.00                      |              |
|               | ***FUND TRANSFER FROM                           |                 |                  | \$ 0.00                      |              |
|               | 03402541-531410 HERON ***                       |                 |                  | \$ 0.00                      |              |
|               |   |                 |                  | \$ 0.00                      |              |
|               |   |                 |                  | \$ 0.00                      |              |
|               |   |                 |                  | \$ 0.00                      |              |
|               |   |                 |                  | \$ 0.00                      |              |
|               |   |                 |                  | \$ 0.00                      |              |
|               | CM2287-WA21 provided with this request          |                 |                  |                              |              |
|               |   |                 |                  |                              |              |
|               |   |                 |                  |                              |              |
|               |   |                 |                  |                              |              |
|               |   |                 |                  |                              |              |
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|               |   |                 |                  |                              |              |
|               |   |                 |                  |                              |              |
|               |   |                 |                  |                              |              |

ORIGINAL - FINANCE

COPY - DEPARTMENT

Shipping  
Total\$ 0.00  
\$ 95,980.67**Department Head**

I attest that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for and follows the Nassau County Purchasing Policy.

*Robert Companion*

9/20/2022

**Office of Management and Budget**

I attest that, to the best of my knowledge, funds are available for payment.

*Chris Lacambra*

9/21/2022

**Procurement Director**

I attest that, to the best of my knowledge, this requisition is accurate and necessary and is consistent with the Nassau County Purchasing Policy.

*Patricia Almon*

9/21/2022

**County Manager**

I attest that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.

*[Signature]*

10/3/2022

Clerk: \_\_\_\_\_

Date: \_\_\_\_\_

# BOCC CONTRACT APPROVAL FORM

(Contract Management Use only)

**CONTRACT  
TRACKING NO.**

CM2287-A4

## GENERAL INFORMATION

Requesting Department Engineering ServicesContact Person: Robert T. CompanionTelephone: (904) 530-6225 Fax: ( ) \_\_\_\_\_ Email: rcompanion@nassaucountyfl.com

## CONTRACTOR INFORMATION

Name: Peters & Yaffee, Inc.Address: 9822 Tapestry Park Circle, Suite 205 Jacksonville, FL 32246

City

State

Zip

Contractor's Administrator Name: Dow Peters Title: \_\_\_\_\_Telephone: (904) 265-0751 Fax: ( ) \_\_\_\_\_ Email: dpeters@petersandyaffee.com

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)

Authorized Signatory Name: Dow PetersAuthorized Signatory Email: dpeters@petersandyaffee.com

## CONTRACT INFORMATION

Contract Name: Continuing Contract for Professional Engineering ServicesDescription: Fourth extension to Continuing Contract for Professional Engineering Services

GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Terms: Payment Period: \_\_\_\_\_ Amount per Period: VariesTotal Amount of Contract: Varies by WA

APPROXIMATE IF NECESSARY

Source of Funds: Varies by WA

Termination/Cancellation: \_\_\_\_\_

Authorized Signatory: Taco E. Pope, AICP, County Manager

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: 5/9/2016 to: 5/8/2022Status:    New    Renew X Amend#    WA/Task OrderHow Procured:    Sole Source    Single Source    ITB    RFP X RFQ    Coop.    Other   

### If Processing an Amendment:

Contract #: CM2287 Increased Amount of Existing Contract: Time OnlyNew Contract Dates: 5-9-2022 to 5/8/2023 Total or Amendment Amount: Time Only

Continued on next page

**CHECKLIST***Complete and attach before sending contract for final signature.*

| Requirement  | Description   | Certified Complete By |
|--|---|-----------------------|
| Contract, Exhibits and Appendices                        | 1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and<br>2) All such documents have been read and agreed to in their entirety by originating department and any faculty and staff members who have obligations under this contract. |                       |
| Name, Address, Contact Person                            | The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.   | SC                    |
| Understanding  | Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.  |                       |
| Competition/Conflicts and Existing Contracts/ Compliance | This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.  |                       |
| Other Necessary Agreements                               | All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.  |                       |
| Indemnification  | BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.   |                       |
| Term of Contract   | Start and end dates of contract are included. Any renewals are included.  | SC                    |
| Warranties/Guarantees                                    | Warranties or guarantees give satisfactory protection.  |                       |
| Insurance  | Risk manager _____ has or _____ will approve insurance clauses. Levels confirmed ins requirements   | SC                    |
| Governing Law  | The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.  |                       |
| Confidentiality Agreements                               | All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."  |                       |
| Printed/Typed Names                                      | Names of all persons signing contracts are printed or typed below signatures.   | SC                    |

**APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY**1. Robert Companion

5/3/2022

Robert T. Companion, PE, Deputy Cty Mgr/Cty Engineer

Date

Engineering Services

2. Lanae Gilmore

5/4/2022

Lanae Gilmore, Procurement Director

Date

Varies by WA

Funding Source/Acct #

3. Chris Lacambra

5/5/2022

Chris Lacambra, OMB Director

Date

4. Denise C. May

5/5/2022

Denise C. May, Esq., B.C.S., County Attorney

Date

**COUNTY MANAGER – FINAL SIGNATURE APPROVAL**5. Taco E. Pope AICP

5/5/2022

Taco E. Pope, AICP, County Manager

Date

**RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:****Original:** Clerk's Services; Contractor (original or certified copy)**Copies:** Department: Procurement; Office of Management & Budget; County Attorney; Contract Management; Clerk Finance

**FOURTH AMENDMENT TO THE CONTINUING CONTRACT FOR  
PROFESSIONAL ENGINEERING SERVICES**

THIS AMENDMENT entered into this 5th day of May, 2022 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 **PETERS and YAFFEE, INC.**, located at 9822 Tapestry Park Circle, Suite 205, Jacksonville, Florida 32246 (hereinafter referred to as "Consultant").

**WHEREAS**, on May 9, 2016, the County and the Consultant entered into the *Continuing Contract for Professional Services* (hereinafter referred to as the "Contract"); and

**WHEREAS**, the Contract provided for an initial performance period of three (3) years beginning May 9, 2016 and ending May 8, 2019, with an option to extend upon mutual agreement between the Consultant and the County; any extension of performance period under this provision shall be in one (1) year increments; and

**WHEREAS**, the parties have extended the Contract beyond the initial term in one (1) year increments with the last extension ending May 8, 2022; and

**WHEREAS**, the parties desire to amend and extend the Contract for an additional one (1) year increment beginning May 9, 2022 and ending May 8, 2023.

Contract Tracking No. CM2287-A4  
Bid No. NC14-026

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

1. In accordance with Article 4 of the Contract dated May 9, 2016, the performance period is hereby extended for an additional one (1) year beginning May 9, 2022 and ending May 8, 2023.
2. All other provisions of the Contract not in conflict with this Amendment shall remain in full force and effect.

**NASSAU COUNTY, FLORIDA**

Taco E. Pope, AICP

Taco E. Pope, AICP, County Manager

Its: Designee

Date: 5/5/2022

**Peters and Yaffee, Inc.**

Dow Peters

Dow Peters

Title: President

Date: 5/3/2022



**From:** [Megan Sawyer](#)  
**To:** [Katie Peay](#)  
**Cc:** [Chris Lacambra](#)  
**Subject:** RE: CM2287-WA21- Simmons Road Drainage  
**Date:** Tuesday, September 06, 2022 9:27:06 AM

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Hey Katie,

Chris does still want you to make the notation on the item in DocuSign. He will approve once it's resubmitted.

-Megan

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**From:** Katie Peay <kpeay@nassaucountyfl.com>  
**Sent:** Thursday, September 01, 2022 3:20 PM  
**To:** Megan Sawyer <msawyer@nassaucountyfl.com>  
**Cc:** Chris Lacambra <clacambra@nassaucountyfl.com>  
**Subject:** RE: CM2287-WA21- Simmons Road Drainage

My last conversation with Chris was to rescind my DocuSign and change the requisition to state "Requisition to be approved for 22-23 FY" is this still the case or will the current requisition wording work?

**Katie Peay, PE CFM**

Stormwater Engineer  
Nassau County Engineering Services  
96161 Nassau Place  
Yulee, FL 32097  
Office: 904-530-6225  
Direct: 904-530-6239  
Cell: 904-556-2086  
[kpeay@nassaucountyfl.com](mailto:kpeay@nassaucountyfl.com)

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**From:** Megan Sawyer <[msawyer@nassaucountyfl.com](mailto:msawyer@nassaucountyfl.com)>  
**Sent:** Thursday, September 01, 2022 2:59 PM  
**To:** Katie Peay <[kpeay@nassaucountyfl.com](mailto:kpeay@nassaucountyfl.com)>  
**Cc:** Douglas Podiak <[dpodiak@nassaucountyfl.com](mailto:dpodiak@nassaucountyfl.com)>; Cameron Hansen <[chansen@nassaucountyfl.com](mailto:chansen@nassaucountyfl.com)>; Abigail Shapiro <[ashapiro@nassaucountyfl.com](mailto:ashapiro@nassaucountyfl.com)>; Chris Lacambra <[clacambra@nassaucountyfl.com](mailto:clacambra@nassaucountyfl.com)>  
**Subject:** RE: CM2287-WA21- Simmons Road Drainage

Hi Katie,

I talked with Marshall and we're going to increase account 03420541-531000 for FY22/23 by the additional \$56k that is needed.

I'll work with Chris on approvals needed in Docusign.

Thanks & let me know if you have any questions.

-Megan

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**From:** Megan Sawyer

**Sent:** Thursday, September 01, 2022 1:41 PM

**To:** Katie Peay <[kpeay@nassaucountyfl.com](mailto:kpeay@nassaucountyfl.com)>

**Cc:** Douglas Podiak <[dpodiak@nassaucountyfl.com](mailto:dpodiak@nassaucountyfl.com)>; Cameron Hansen <[chansen@nassaucountyfl.com](mailto:chansen@nassaucountyfl.com)>; Abigail Shapiro <[ashapiro@nassaucountyfl.com](mailto:ashapiro@nassaucountyfl.com)>; Chris Lacambra <[clacambra@nassaucountyfl.com](mailto:clacambra@nassaucountyfl.com)>

**Subject:** RE: CM2287-WA21- Simmons Road Drainage

Hey Katie-

The funds identified below are for the current FY. The funds we discussed this morning are established in the FY22/23 effective Oct. 1. Are you trying to use current year money to fund this project? The \$40,000 from the Heron Isles project is designated as cash forward into next year's budget for this project.

Call me if you'd like.

-Megan

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**From:** Katie Peay <[kpeay@nassaucountyfl.com](mailto:kpeay@nassaucountyfl.com)>

**Sent:** Thursday, September 01, 2022 1:25 PM

**To:** Megan Sawyer <[msawyer@nassaucountyfl.com](mailto:msawyer@nassaucountyfl.com)>

**Cc:** Douglas Podiak <[dpodiak@nassaucountyfl.com](mailto:dpodiak@nassaucountyfl.com)>; Cameron Hansen <[chansen@nassaucountyfl.com](mailto:chansen@nassaucountyfl.com)>; Abigail Shapiro <[ashapiro@nassaucountyfl.com](mailto:ashapiro@nassaucountyfl.com)>

**Subject:** FW: CM2287-WA21- Simmons Road Drainage

Hey Megan,

As discussed this morning, below are some accounts that could have the \$55,980.67 we need for the Simmon's road design Project. I also have a 2pm meeting, but should be in the office til about 1:50. If Training cannot be touched, let me know and I can speak with Doug regarding the other two accounts.

Thanks,

**Katie Peay, PE CFM**

Stormwater Engineer

Nassau County Engineering Services

96161 Nassau Place

Yulee, FL 32097  
Office: 904-530-6225  
Direct: 904-530-6239  
Cell: 904-556-2086  
[kpeay@nassaucountyfl.com](mailto:kpeay@nassaucountyfl.com)

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**From:** Cameron Hansen <[chansen@nassaucountyfl.com](mailto:chansen@nassaucountyfl.com)>  
**Sent:** Thursday, September 01, 2022 12:42 PM  
**To:** Katie Peay <[kpeay@nassaucountyfl.com](mailto:kpeay@nassaucountyfl.com)>  
**Subject:** RE: CM2287-WA21- Simmons Road Drainage

Hey Katie,

The Munis report we pulled from 8/24 shows the following...

**03404541 555000 Training** Available Budget - \$294,751.00. Requested for next year, \$21,018.20. I know Marshall did not want this spent earlier in the year and it may be ear marked for something already, but it is in the budget, so it's worth it to ask. This will probably be your best bet.

**03491549 546000 Transportation Repairs & Maintenance** Available Budget - \$68,000 with known encumbrances. There probably won't be enough to rollover for the entire \$56,000, at time of rollover. Also you should discuss with Doug Podiak as he recently started overseeing fleet fulltime.

**03491549 512000 Transportation Regular Salaries** Available Budget - \$100,713.36. I haven't run the numbers on what will be left. They are currently down from five to two mechanics, so this could work. Again, Doug Podiak should be consulted.

I hope this helps.

Cameron L Hansen – Director  
Nassau County Road Department  
37356 Pea Farm Rd.  
Hilliard, FL 32046  
PH: 904-530-6175  
Fax: 904-845-3613

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**From:** Katie Peay <[kpeay@nassaucountyfl.com](mailto:kpeay@nassaucountyfl.com)>  
**Sent:** Thursday, September 01, 2022 8:10 AM  
**To:** Cameron Hansen <[chansen@nassaucountyfl.com](mailto:chansen@nassaucountyfl.com)>  
**Subject:** FW: CM2287-WA21- Simmons Road Drainage

Can you give me a call in regards to the Simmons Road Design when you get a chance?

**Katie Peay, PE CFM**

Stormwater Engineer  
Nassau County Engineering Services

96161 Nassau Place  
Yulee, FL 32097  
Office: 904-530-6225  
Direct: 904-530-6239  
Cell: 904-556-2086  
[kpeay@nassaucountyfl.com](mailto:kpeay@nassaucountyfl.com)

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**From:** Chris Lacambra <[clacambra@nassaucountyfl.com](mailto:clacambra@nassaucountyfl.com)>  
**Sent:** Thursday, August 18, 2022 7:27 AM  
**To:** Katie Peay <[kpeay@nassaucountyfl.com](mailto:kpeay@nassaucountyfl.com)>; Daniel Fanger <[dfanger@nassaucountyfl.com](mailto:dfanger@nassaucountyfl.com)>; Lanaee Gilmore <[lgilmore@nassaucountyfl.com](mailto:lgilmore@nassaucountyfl.com)>; Marshall Eyerman <[meyerman@nassaucountyfl.com](mailto:meyerman@nassaucountyfl.com)>; Thomas O'Brien <[tobrien@nassaucountyfl.com](mailto:tobrien@nassaucountyfl.com)>; Tracy Poore <[tpoore@nassaucountyfl.com](mailto:tpoore@nassaucountyfl.com)>  
**Cc:** Abigail Shapiro <[ashapiro@nassaucountyfl.com](mailto:ashapiro@nassaucountyfl.com)>  
**Subject:** RE: CM2287-WA21- Simmons Road Drainage

Katie-

Per discussions with Cindy Wood, we will reallocate the unspent \$40,000 (Heron) to your 22-23 budget in account 03420541-531000.

-Chris

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**From:** Katie Peay <[kpeay@nassaucountyfl.com](mailto:kpeay@nassaucountyfl.com)>  
**Sent:** Wednesday, August 17, 2022 4:53 PM  
**To:** Chris Lacambra <[clacambra@nassaucountyfl.com](mailto:clacambra@nassaucountyfl.com)>; Daniel Fanger <[dfanger@nassaucountyfl.com](mailto:dfanger@nassaucountyfl.com)>; Lanaee Gilmore <[lgilmore@nassaucountyfl.com](mailto:lgilmore@nassaucountyfl.com)>; Marshall Eyerman <[meyerman@nassaucountyfl.com](mailto:meyerman@nassaucountyfl.com)>; Thomas O'Brien <[tobrien@nassaucountyfl.com](mailto:tobrien@nassaucountyfl.com)>; Tracy Poore <[tpoore@nassaucountyfl.com](mailto:tpoore@nassaucountyfl.com)>  
**Cc:** Abigail Shapiro <[ashapiro@nassaucountyfl.com](mailto:ashapiro@nassaucountyfl.com)>  
**Subject:** CM2287-WA21- Simmons Road Drainage

All-

Since this needs Board Approval, I believe it will hit the FY 22/23. Right now, Money reallocations are pending. I have attached one email regarding Account 03402541-531410 HERON (\$40,000) and the rest will come out of the development services operating budget. 03420541-531000 is the account the invoices will be paid from.

**Katie Peay, PE CFM**

Stormwater Engineer  
Nassau County Engineering Services  
96161 Nassau Place  
Yulee, FL 32097  
Office: 904-530-6225

Direct: 904-530-6239

Cell: 904-556-2086

[kpeay@nassaucountyfl.com](mailto:kpeay@nassaucountyfl.com)

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**Certificate Of Completion**

Envelope Id: 582641AB79E04B63B8E6526D4277102B

Status: Sent

Subject: Please DocuSign: CM2287-WA21- Peters Yaffee Combined.pdf, RE\_ CM2287-WA21- Simmons Road Drainage...

Source Envelope:

Document Pages: 21

Signatures: 10

Envelope Originator:

Certificate Pages: 6

Initials: 2

Katie Peay

AutoNav: Enabled

kpeay@nassaucountyfl.com

Envelope Stamping: Enabled

IP Address: 50.238.237.26

Time Zone: (UTC-05:00) Eastern Time (US &amp; Canada)

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Status: Original

Holder: Katie Peay

Location: DocuSign

9/6/2022 10:15:59 AM

kpeay@nassaucountyfl.com

**Signer Events****Signature****Timestamp**

Caleb Hurst

*CH*

Sent: 9/6/2022 10:26:01 AM

churst@nassaucountyfl.com

Viewed: 9/6/2022 11:57:30 AM

Senior Development Review Engineer

Signed: 9/11/2022 11:09:41 AM

Nassau County BOCC

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication  
(None)

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Robert Companion

*Robert Companion*

Sent: 9/6/2022 10:26:01 AM

RCompanion@nassaucountyfl.com

Viewed: 9/20/2022 11:50:50 AM

Deputy County Manager - County Engineer

Signed: 9/20/2022 11:51:04 AM

Nassau County BOCC

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication  
(None)

Using IP Address: 50.238.237.26

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Lanaee Gilmore

*Lanaee Gilmore*

Sent: 9/20/2022 11:51:09 AM

lgilmore@nassaucountyfl.com

Viewed: 9/21/2022 8:55:04 AM

Procurement Director

Signed: 9/21/2022 8:55:12 AM

Nassau County BOCC

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication  
(None)

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chris lacambra

*chris lacambra*

Sent: 9/21/2022 8:55:17 AM

clacambra@nassaucountyfl.com

Viewed: 9/21/2022 3:27:48 PM

OMB Director

Signed: 9/21/2022 3:28:01 PM

Nassau County BOCC





Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication  
(None)

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| Signer Events  | Signature  | Timestamp   |
|--|--|---|
| Tracy Poore<br>tpoore@nassaucountyfl.com<br>OMB Admin<br>Nassau County BOCC<br>Security Level: Email, Account Authentication (None)<br><br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign                                    | <br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 50.238.237.26 | Sent: 9/21/2022 8:55:17 AM<br>Viewed: 9/21/2022 12:01:30 PM<br>Signed: 9/21/2022 2:19:54 PM   |
| Denise C. May<br>dmay@nassaucountyfl.com<br>Assistant County Attorney<br>Nassau County BOCC<br>Security Level: Email, Account Authentication (None)<br><br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign                    | <br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 50.238.237.26 | Sent: 10/3/2022 8:36:01 AM<br>Viewed: 10/3/2022 11:57:00 AM<br>Signed: 10/3/2022 11:58:17 AM  |
| Dow Peters<br>dpeters@petersandyafee.com<br>President<br>Security Level: Email, Account Authentication (None)<br><br><b>Electronic Record and Signature Disclosure:</b><br>Accepted: 10/3/2022 12:38:52 PM<br>ID: 28e95c1a-4d91-40f6-8a4e-d200ab6a3c0c       | <br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 45.22.89.89   | Sent: 10/3/2022 11:58:21 AM<br>Viewed: 10/3/2022 12:38:52 PM<br>Signed: 10/3/2022 12:39:01 PM |
| Taco Pope, AICP<br>tpope@nassaucountyfl.com<br>County Manager<br>Nassau County BOCC<br>Security Level: Email, Account Authentication (None)<br><br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign                            | <br><br>Signature Adoption: Drawn on Device<br>Using IP Address: 50.238.237.26  | Sent: 10/3/2022 12:39:05 PM<br>Viewed: 10/3/2022 2:03:01 PM<br>Signed: 10/3/2022 2:03:10 PM   |
| Nassau Clerk<br>boccap@nassauclerk.com<br>Nassau County Clerk<br>Security Level: Email, Account Authentication (None)<br><br><b>Electronic Record and Signature Disclosure:</b><br>Accepted: 2/4/2021 9:59:11 AM<br>ID: 6238f06a-a4ad-4d45-a7f5-929d04629059 |  | Sent: 10/3/2022 2:03:21 PM  |
| In Person Signer Events  | Signature  | Timestamp   |
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| Intermediary Delivery Events   | Status   | Timestamp   |
| Certified Delivery Events  | Status   | Timestamp   |
| Carbon Copy Events   | Status   | Timestamp   |

| Carbon Copy Events  | Status           | Timestamp  |
|---|------------------|--|
| Clerk Admin<br>clerkservices@nassaucountyfl.com<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign   | COPIED           | Sent: 10/3/2022 2:03:14 PM<br>Viewed: 10/3/2022 2:09:33 PM |
| Procurement<br>procurement@nassaucountyfl.com<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign   | COPIED           | Sent: 10/3/2022 2:03:16 PM                                 |
| Abigail Shapiro<br>ashapiro@nassaucountyfl.com<br>Administrative Specialist<br>Nassau County BOCC<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign | COPIED           | Sent: 10/3/2022 2:03:18 PM                                 |
| Shelley Caldwell<br>scaldwell@nassaucountyfl.com<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign  |                  |  |
| Witness Events  | Signature        | Timestamp  |
| Notary Events   | Signature        | Timestamp  |
| Envelope Summary Events   | Status           | Timestamps   |
| Envelope Sent   | Hashed/Encrypted | 9/6/2022 10:26:01 AM                                       |
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