

CS-18-280

CONTRACT APPROVAL FORM

(Contract Management Use only)
CONTRACT TRACKING NO.
CM2708-A1

CONTRACTOR INFORMATION

Name: Kimley-Horn
Address: 12740 Gran Parkway West, Suite 2350 Jacksonville FL 32258
City State Zip
Contractor's Administrator Name: Brian Teeple Title: Project Manager
Tel#: (904) 861-1154 Fax: _____ Email: Brian.Teeple@himley-horn.com

CONTRACT INFORMATION

Contract Name: Professional Svcs for Beach Working Group Facilitation Contract Value: NTE \$15,000
Brief Description: Amendment No. 1 to the Professional Services Agreement for Beach Working Group Facilitation to include up to four (4) additional facilitated meetings.
Contract Dates : From: Execution to: Completion Status: ___ New ___ Renew Amend# ___ WA/Task Order
How Procured: ___ Sole Source ___ Single Source ___ ITB ___ RFP ___ RFQ ___ Coop. Other Professional Services

If Processing an Amendment:

Contract #: CM2708 Increase Amount of Existing Contract: NTE \$12,000
New Contract Dates: Execution to Completion TOTAL OR AMENDMENT AMOUNT: NTE \$27,000

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1.	<u>[Signature]</u> Department Head Signature	<u>8/24/19</u> Date	<u>County Manager/BOCC</u> Submitting Department
2.	<u>[Signature]</u> Contract Management	<u>8/27/19</u> Date	<u>01001519-531000</u> Funding Source/Acct #
3.	<u>[Signature]</u> Office of Management & Budget	<u>8/29/19</u> Date	
4.	<u>[Signature]</u> County Attorney (approved as to form only)	<u>9/4/19</u> Date	

Comments: _____

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

[Signature] 9/6/19
Michael Mullin Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

Original: Clerk's Services; Contractor (original or certified copy)
Copy: Department
Office of Management & Budget
Contract Management
Clerk Finance

[Signature]
RCVD OMB
19 AUG 26 PM 4:14

**AMENDMENT NUMBER ONE (1) TO THE AGREEMENT BETWEEN THE CLIENT
AND KIMLEY-HORN AND ASSOCIATES, INC.**

AMENDMENT NUMBER ONE (1) DATED August 21, 2019 to the Agreement between NASSAU COUNTY, ("Client") and Kimley-Horn and Associates, Inc., ("Consultant") dated July 7, 2019 and fully executed July 12, 2019 ("the Agreement") concerning Beach Community Working Group Facilitation Services (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Consultant and provisions for additional compensation by the Client to the Consultant, all as set forth in Exhibit A hereto. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

CLIENT:

NASSAU COUNTY

By: 

Title: County Manager

Date: 8/21/19

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By: 

Title: Assistant Secretary

Date: 8/21/2019

Consultant shall perform the following Additional Services:

The Client desires to proceed with up to four (4) additional facilitated meetings of the Beach Community Working Group. The services to be provided by Kimley-Horn are described in further detail below:

Task 3: Undertake up to seven facilitation sessions with the Committee.

For the Additional Services set forth above, Client shall pay Consultant the following additional compensation:

Based on current information, Kimley-Horn estimates the following approximate additional labor fees to be \$10,000 but shall not exceed \$12,000.

Original Contract Fee Maximum	\$15,000
<u>Amendment One (1) Fee Maximum</u>	<u>\$12,000</u>
New Total Fee Maximum	\$27,000

Fees and expenses will be invoiced monthly based upon the actual services performed and expenses incurred as of the invoice date. Payment will be due within 45 days of receipt of the invoice.

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CONTRACT
TRACKING NO.
CM2708

CONTRACTOR INFORMATION

Name: Kimley-Horn
Address: 12740 Gran Parkway West, Suite 2350 Jacksonville FL 32258
City State Zip
Contractor's Administrator Name: Brian Teeple Title: Project Manager
Tel#: (904) 861-1154 Fax: _____ Email: Brian.Teeple@kimley-horn.com

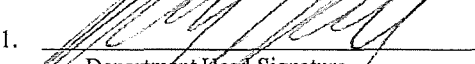
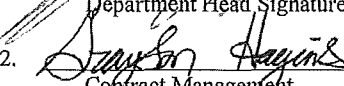
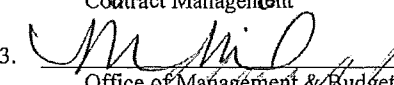
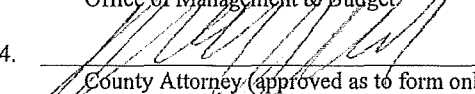
CONTRACT INFORMATION

Contract Name: Professional Svcs for Beach Work Group Facilitation Contract Value: NTE \$15,000
Brief Description: Kimley-Horn will provide facilitation services to the Beach Community Working Group
Contract Dates : From: Execution to: Completion Status: New Renew Amend# WA/Task Order
How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other Professional Services

If Processing an Amendment:

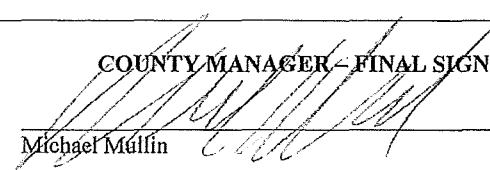
Contract #: _____ Increase Amount of Existing Contract: _____
New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1.	 _____ Department Head Signature	<u>7/14/19</u> Date	<u>County Manager/BOCC</u> Submitting Department
2.	 _____ Contract Management	<u>7/12/19</u> Date	<u>01001519-531000</u> Funding Source/Acct #
3.	 _____ Office of Management & Budget	<u>7/12/19</u> Date	
4.	 _____ County Attorney (approved as to form only)	<u>7/12/19</u> Date	

Comments: _____

COUNTY MANAGER - FINAL SIGNATURE APPROVAL



Michael Mullin

7/12/19
Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

Original: Clerk's Services; Contractor (original or certified copy)
Copy: Department
Office of Management & Budget
Contract Management
Clerk Finance

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project.

Schedule

We will provide our services as expeditiously as practicable with the goal of presenting the final report and recommendations to the Board of County Commissioners in August.

Fee and Expenses

Kimley-Horn will perform the Scope of Services on a labor fee plus expense basis. Services provided by Kimley-Horn personnel will be billed according to the attached Hourly Labor Rate Schedule.

Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project will be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client.

Based on current information, Kimley-Horn estimates that labor fees will be approximately \$10,000. Fee estimates in this Agreement are for general budgeting purposes only. Actual fees may be less or more than the estimates. In no instance shall the fee amount exceed \$15,000.

Payment will be due within 45 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to Nassau County.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

Attachment – Hourly Labor Rate Schedule
Attachment – Standard Provisions

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client				
Mailing Address for Invoices				
Contact for Billing Inquiries				
Contact's Phone and e-mail				
Client is (check one)	Owner		Agent for Owner	Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 9 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

Amber Carter

From: Megan Diehl
Sent: Thursday, August 22, 2019 5:14 PM
To: Amber Carter; Taco Pope; Michael Mullin
Cc: Susan Gilbert
Subject: RE: Amendment to Beach Facilitation Contract

Thanks, Amber. We've reviewed the budget and requested the necessary transfer into that line item to fund the amendment. Approved on my end! 😊

MKD

From: Amber Carter <acarter@nassaucountyfl.com>
Sent: Thursday, August 22, 2019 4:41 PM
To: Taco Pope <tpope@nassaucountyfl.com>; Megan Diehl <mdiehl@nassaucountyfl.com>; Michael Mullin <mmullin@nassaucountyfl.com>
Cc: Susan Gilbert <sgilbert@nassaucountyfl.com>
Subject: RE: Amendment to Beach Facilitation Contract

Megan,

I just wanted to make you aware that Mr. Mullin has approved the amendment. If you approve as well, I will have Mr. Mullin execute it.

Thank you!

Amber N. Carter

Executive Legal Assistant to
Michael S. Mullin
Nassau County Attorney
96135 Nassau Place, Suite 6
Yulee, Florida 32097
Phone: (904) 530-6100
Fax: (904) 321-2658

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, please do not send electronic mail to this entity. Instead, please contact this office by phone or in writing.

From: Taco Pope <tpope@nassaucountyfl.com>
Sent: Wednesday, August 21, 2019 7:32 PM
To: Megan Diehl <mdiehl@nassaucountyfl.com>; Michael Mullin <mmullin@nassaucountyfl.com>

Cc: Amber Carter <acarter@nassaucountyfl.com>; Susan Gilbert <sgilbert@nassaucountyfl.com>

Subject: Fwd: Amendment to Beach Facilitation Contract

Megan/Mr. Mullin - attached is the amendment to the contract with Brian/KH for the Beach Committee. If you guys are ok with the amendment i'd like to get it executed.

Taco

Get [Outlook for Android](#)

From: Teeple, Brian <Brian.Teeple@kimley-horn.com>

Sent: Wednesday, August 21, 2019 5:29:33 PM

To: Taco Pope <tpope@nassaucountyfl.com>

Subject: Amendment to Beach Facilitation Contract

Taco,

Per our discussion the other day please find attached:

- Original Contract
- Amendment 1

Please let me know if you have any questions,

Regards,

Brian

Brian D. Teeple, AICP

Kimley-Horn | 12740 Gran Bay Parkway West, Suite 2350, Jacksonville, FL 32258

Direct: 904 828 3911 | Mobile: 904 424 2327

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