

CS-20-253

BOCC CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.

CM2796-A1

GENERAL INFORMATION

Requesting Department Engineering Services

Contact Person: Robert Companion

Telephone: (904) 530-6225 Fax: () _____ Email: rcompanion@nassaucountyfl.com

CONTRACTOR INFORMATION

Name: England-Thims & Miller, Inc.

Address: 14775 Old St. Augustine Rd., Jacksonville, FL 32258

City State Zip

Contractor's Administrator Name: Buckley Williams Title: Ex Vice Pres

Telephone: (904) 265-3170 Fax: () _____ Email: williamsb@etminc.com

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

Authorized Signatory Name: Buckley Williams

Authorized Signatory Email: _____

CONTRACT INFORMATION

Contract Name: Amendment #1 to the Agreement for CEI Services Crawford Rd Phases 1 & 2

Description: CEI Services on Crawford Rd CIP Project

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

Terms: Payment Period: _____ Amount per Period: _____

Total Amount of Contract: \$615,000

APPROXIMATE IF NECESSARY

Source of Funds: Reimbursable through FDOT Termination/Cancellation: _____

Authorized Signatory: Taco E. Pope

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: _____ to: _____

Status: ___ New ___ Renew Amend# ___ WA/Task Order

How Procured: ___ Sole Source ___ Single Source ___ ITB ___ RFP ___ RFQ ___ Coop. ___ Other _____

If Processing an Amendment:

Contract #: CM2796 Increased Amount of Existing Contract: Time only

New Contract Dates: 7/29/21 to 9/30/21 Total or Amendment Amount: 0.00

Continued on next page

CHECKLIST		
<i>Complete and attach before sending contract for final signature</i>		
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 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.	
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.	
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	
Insurance	Risk manager _____ has or _____ will approve insurance clauses. Levels confirmed ins requirements	
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.	

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. Robert Companion 7/6/2021 Engineering Services
 Department Head Signature Date Submitting Department
2. Marshall Eyerman 7/6/2021 63470541 - 563360 CRAW1
 Procurement Date Funding Source/Acct # CRAW2
3. Megan Diehl 7/8/2021
 Office of Management & Budget Date
4. Michael S. Mullin 7/8/2021
 County Attorney/Contract Management Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. Taco E. Pope, AICP 7/8/2021
 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

**AMENDMENT NO. 1 TO THE AGREEMENT FOR CONSTRUCTION
ENGINEERING INSPECTION (CEI) SERVICES FOR CRAWFORD
ROAD IMPROVEMENTS PHASE 1 & 2 FOR NASSAU COUNTY,
FLORIDA**

THIS AMENDMENT entered into this 12th day of July, 2021 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 **ENGLAND-THIMS & MILLER, INC.**, a Florida Profit Corporation, whose principle office address is located at 14775 Old St. Augustine Road, Jacksonville, Florida 32258, hereinafter referred to as "Consultant".

WHEREAS, on October 21, 2020, the parties entered into an *Agreement for Construction Engineering Inspection (CEI) Services for Crawford Road Improvements Phase 1 & 2 for Nassau County, Florida*, hereinafter referred to as the "Agreement"; and

WHEREAS, the Agreement provided for an initial performance period of nine (9) months beginning on October 21, 2020 and ending July 28, 2021 with an option to extend the performance period upon mutual written agreement between the parties; and

WHEREAS, Engineering Services has determined that it is necessary to extend the performance period of the Agreement through September 30, 2021 so that Consultant can continue providing CEI services and assist County with closing out the project.

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

1. The Agreement is hereby amended to extend the performance period for an additional period beginning July 29, 2021 through September 30, 2021 to allow Consultant to continue providing CEI services and assist with project close out.

CM2796-A1

2. All other provisions of said Agreement not in conflict with this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first stated above.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

Taco E. Pope, AICP
Taco E. Pope, AICP, County Manager
Its: Designee

ENGLAND-THIMS & MILLER, INC.

Buckley K. Williams
By: Buckley K. Williams
Its: Executive Vice President
Date: 7/12/2021