

CS-22-144

# BOCC CONTRACT APPROVAL FORM

(Request for Contract Preparation)

CONTRACT TRACKING NO.  
CM2418-A4

## GENERAL INFORMATION

Requesting Department: Capital Projects  
Contact Person: Robert Companion, Deputy County Manager - County Engineer  
Telephone: 530-6010 Fax: ( ) Email: rcompanion@nassaucountyfl.com

## CONTRACTOR INFORMATION

Name: CDM Smith, Inc.  
Address: 75 State Street, Suite 701 Boston, MA 02109  
City State Zip  
Contractor's Administrator Name: Bob Hamm Title: Vice President  
Telephone: 8503869529 Fax: ( ) Email: hammra@cdmsmith.com

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

Authorized Signatory Name: Robert A. Hamm, PE  
Authorized Signatory Email: hammra@cdmsmith.com

## CONTRACT INFORMATION

Contract Name: CDM Smith Agreement for Professional Services  
Description: Continuing Contract for Professional Engineering CEI Services  
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.  
Total Amount of Contract: Continuing Services - Contract \$\$ will vary according to each Work Authorization  
APPROXIMATE IF NECESSARY  
Source of Funds:  County  State  Federal  Other Account: Varies  
Authorized Signatory: Taco E. Pope, County Manager

### IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: Execution to: 12/11/22 Termination/Cancellation: \_\_\_\_\_  
Status:  New  Renew  Amend#  WA/Task Order  Supplemental Agreement  
How Procured:  Exemption  Sole Source Single Source  ITB  RFP  RFQ  Coop  
 Piggyback  Quotes  Other \_\_\_\_\_

### If Processing an Amendment:

Contract #: 2418 Increased Amount to Existing Contract: 0.00  
New Contract Dates: 12/12/22 to 06/11/23 Total or Amended Amount: Varies by Work Authorization

*Continued on next page*

**CHECKLIST***Review/Complete before sending contract for final signature*

Requirement	Description	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 staff members who have obligations under this contract.	Dept LG
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	Dept LG
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	Dept LG
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.	Dept LG Cnty Atty
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	Cnty Atty
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.	Cnty Atty
Term of Contract	Start and end dates of contract are included. Any renewals are included.	Cnty Atty
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	Cnty Atty/Risk
Insurance	Risk manager has or will approve insurance clauses. Levels confirmed in requirements	Dept LG
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.	Cnty Atty
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	Cnty Atty
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	Router

**APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY**

- |                                       |           |           |
|---------------------------------------|-----------|-----------|
| 1. <u>Robert Companion</u>            | 12/9/2022 |           |
| Robert T. Companion, PE               | Date      |           |
| Deputy County Manager-County Engineer |           |           |
| 2. <u>Lanaae Gilmore</u>              | 12/9/2022 |           |
| Lanaae Gilmore, Procurement Director  | Date      |           |
|                                       | 12/9/2022 | <i>JP</i> |
| 3. <u>Chris Lacambra</u>              | 12/9/2022 |           |
| Chris Lacambra, OMB Director          | Date      |           |
| 4. <u>Denise C. May</u>               | 12/9/2022 |           |
| Denise C. May, County Attorney        | Date      |           |
|                                       | 12/9/2022 | <i>DJ</i> |

**COUNTY MANAGER – FINAL SIGNATURE APPROVAL**

- |                              |            |
|------------------------------|------------|
| 5. <u>Taco E. Pope AICP</u>  | 12/12/2022 |
| Taco E. Pope, County Manager | Date       |

**AMENDMENT NO. 4 / FOURTH EXTENSION TO THE AGREEMENT  
FOR PROFESSIONAL SERVICES**

**THIS AMENDMENT** entered into this \_\_\_\_\_ day of \_\_\_\_\_, 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 **CDM SMITH, INC.**, a Foreign Profit Corporation, whose principle office address is located at 75 State Street, Suite 701, Boston, MA 02109 (hereinafter referred to as "Consultant").

**WHEREAS**, on June 12, 2017, the County and the Consultant entered into the *Agreement for Professional Services* for construction engineering inspection (CEI) services; and

**WHEREAS**, the Agreement provided for an initial performance period of three (3) years beginning June 12, 2017 and ending June 11, 2020, with an option to extend upon mutual agreement between the Consultant and the County; and

**WHEREAS**, the parties amended the Agreement extending the performance period for an additional one (1) year period, beginning June 12, 2020 and ending June 11, 2022; and

**WHEREAS**, the parties amended the Agreement extending the performance period for an additional six (6) month period, beginning June 12, 2022 and ending on December 11, 2022; and

**WHEREAS,** the parties desire to amend the Agreement extending the performance period for an additional six (6) month period, beginning December 12, 2022 and ending June 11, 2023.

**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 Agreement dated June 12, 2017, the performance period is hereby extended for an additional six (6) months beginning December 12, 2022 and ending June 11, 2023.
2. All other provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.

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

*Taco E. Pope, AICP*

\_\_\_\_\_  
TACO E. POPE, AICP, COUNTY MANAGER  
Its: Designee

Date: 12/12/2022

**CDM Smith, Inc.**

*Robert A. Hamm, PE*

\_\_\_\_\_  
By: Robert A. Hamm, PE

Its: Vice President

Date: 12/9/2022



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
12/27/2021

**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> Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): 800-363-0105	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> CDM Smith Inc. 75 State Street suite 701 Boston MA 02109 USA	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> LM Insurance Corporation	NAIC # 33600
	<b>INSURER B:</b> Liberty Insurance Corporation	NAIC # 42404
	<b>INSURER C:</b> Liberty Mutual Fire Ins Co	NAIC # 23035
	<b>INSURER D:</b> ACE Property & Casualty Insurance Co.	NAIC # 20699
	<b>INSURER E:</b> Lloyd's Syndicate No. 2623	NAIC # AA1128623
	<b>INSURER F:</b> Commerce & Industry Ins Co	NAIC # 19410

**COVERAGES      CERTIFICATE NUMBER: 570090846865      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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		TB761188T8Z6042	01/01/2022	01/01/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
C	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		AS2-611-B8T8Z6-062	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION		XEUG28194687006	01/01/2022	01/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N    N/A	WA561DB8T8Z6012 AOS WC561188T8Z6022 WI	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$1,000,000 E L DISEASE-EA EMPLOYEE \$1,000,000 E L DISEASE-POLICY LIMIT \$1,000,000
E	<input checked="" type="checkbox"/> <b>Archit&amp;Eng Prof</b>		PSDEF2200033 Professional/Claims Made	01/01/2022	01/01/2023	Each Claim \$1,000,000 Aggregate \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Re: Contract No. CM2418, Bid/RFP No. NC16-029. Nassau County Construction Engineering Inspection (CEI) Services Continuing Services.  
 Nassau County Board of County Commissioners is included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Umbrella Liability policies. General Liability, Automobile Liability and Umbrella Liability evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Nassau County Board of County Commissioners in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation

**CERTIFICATE HOLDER**

**CANCELLATION**

Nassau County Attn: Charlotte Young 96135 Nassau Place, Suite 6 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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Holder Identifier :

Certificate No : 570090846865





# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED CDM Smith Inc.	
POLICY NUMBER See Certificate Number: 570090846865			
CARRIER See Certificate Number: 570090846865	NAIC CODE	EFFECTIVE DATE:	

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Additional Description of Operations / Locations / Vehicles:  
policies.



# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED CDM Smith Inc.	
POLICY NUMBER See Certificate Number: 570090846865			
CARRIER See Certificate Number: 570090846865	NAIC CODE	EFFECTIVE DATE:	

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Professional Liab Policy # PSDEF2200033

Beazley (Syndicates 2623/0623) - 25%  
 BRIT (Syndicate 2987) - 25%  
 Munitus (Syndicate 4242) - 12.5%  
 Re/Rn (Syndicate 1458) - 10%  
 Castelmga (Syndicate 2525) - 5%  
 Convex (Syndicate 1984) - 7.50%  
 Berkshire - 15%