

**CONTRACT FOR PROFESSIONAL CONSTRUCTION ENGINEERING INSPECTION SERVICES**

**THIS CONTRACT** is entered into by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and **WSB LLC**, located at **219 North Newnan Street, 4th Floor, Jacksonville, Florida 32202**, hereinafter referred to as the “Consultant” on the day and year last written below (hereinafter “Effective Date”).

**WHEREAS**, the County desires to obtain Professional Construction Engineering Inspection services. Said services are more fully described in the *County’s Request for Qualifications*, attached hereto and incorporated herein as Exhibit “A”; and

**WHEREAS**, the Consultant desires to render certain professional services as described in Exhibit “A”, and has the qualifications, experience, staff and resources to perform those professional services; and

**WHEREAS**, the County, through a competitive selection process conducted in accordance with the requirements of law and County policy, and based upon the Consultant’s assurance that it has the qualifications, experience, staff and resources, the County has determined that it would be in the best interest of Nassau County to award a contract to the Consultant for the rendering of those services described in Exhibit “A”.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

**SECTION 1. Recitals.**

**1.1** The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

**SECTION 2. Exhibits.**

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2.1 The Exhibits listed below are incorporated into and made part of this Contract:

**Exhibit “A”** COUNTY’S REQUEST FOR QUALIFICATIONS NC24-020-RFQ,  
 (“RFQ”), AS MODIFIED BY ADDENDA; AND

**Exhibit “B”** VENDOR’S RESPONSE

**Exhibit “C”** NEGOTIATED RATES

**SECTION 3. Employment of the Consultant.**

3.1 The County hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform the professional services set forth in Exhibit “A”.

**SECTION 4. Scope of Services.**

4.1 The Consultant shall provide professional services in accordance with Exhibit “A”.

4.2 Services requested by the County or the County’s representative that are not set forth in Exhibit “A” shall be considered additional services. Any request for additional services and additional fees shall be mutually agreed upon by the parties in writing.

**SECTION 5. The County’s Responsibility.**

5.1 The County shall provide the Consultant with all required data, information, and services regarding the requirements and objectives for the services under this Contract. The Consultant shall rely upon the accuracy and completeness of any information, reports, data supplied by the County or the County’s representative.

5.2 The County hereby designates the Capital Projects Management Director, or designee, to act on the County’s behalf under this Contract. The Capital Projects Management Director, or designee, under the supervision of the County Manager, shall have complete authority to transmit instructions, receive information, interpret and define the County’s policies

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and decisions with respect to materials, elements and systems pertinent to the provision of the Consultant's services.

**SECTION 6. Term of Contract and Option to Extend or Renew.**

6.1 The term of this Contract shall begin upon the execution of this Contract by all parties and shall terminate on September 30, 2027. The term of this Contract may be extended in one (1) year increments, with no changes in terms or conditions, upon mutual written agreement between the Consultant and the County. The County Manager is hereby authorized to execute any Contract renewal, amendment and/or modification upon approval by the County Attorney's Office. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 11 hereinbelow.

6.2. In the event that this Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

**SECTION 7. Compensation.**

7.1 The Consultant shall be compensated in an amount not to exceed Nine Hundred Eighty-Nine Thousand, Twenty-Nine Dollars and 76/100 (\$989,029.76), in accordance with Exhibit "C".

7.2 The Consultant shall prepare and submit to the Capital Projects Management Director, for approval, an invoice for the services rendered, with a copy provided to [invoices@nassaucountyfl.com](mailto:invoices@nassaucountyfl.com). Invoices for services shall be paid in accordance with the Florida Prompt Payment Act found at Section 218.70, Florida Statutes. All invoices shall be

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accompanied by a report or statement identifying the nature of the work performed, the hours required and compensation for the work performed. The report or statement shall show a summary of fees. The County reserves the right to withhold payment to the Consultant for failure to perform the work in accordance with the provisions of this Contract, and the County shall promptly notify the Consultant in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. The Consultant shall have thirty (30) days to cure any failure upon written notice. Consultant shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

7.3 All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, will survive final payment and termination or completion of this Contract.

7.4 Final Invoice: Consultant shall submit to County Consultant's final/last billing to County clearly marked as "Final Invoice." Submittal of the Final Invoice by Consultant to County shall indicate that all services have been performed by Consultant and that all charges and costs have been invoiced by the Consultant to County and that there is no further work to be performed and no further invoices to be submitted under this Contract.

#### **SECTION 8. Standard of Care.**

8.1 The Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional under similar circumstances, at the same time, and in the same locality. In the County's sole discretion, upon request by the County, the Consultant shall, at no additional cost to the County, re-perform services which in the sole discretion of the County do not meet the foregoing standard of care.

#### **SECTION 9. Equal Opportunity Employment.**

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9.1 In connection with the work to be performed under this Contract, the Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

**SECTION 10. Access to Premises.**

10.1 The County shall be responsible for providing access to all project sites (if required), and for providing project site specific information.

**SECTION 11. Funding.**

11.1 The County's performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

**SECTION 12. Expenses.**

12.1 The Consultant shall be responsible for all expenses incurred while performing the services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Consultant's agents, if any, hired by the Consultant to complete the work under this Contract.

**SECTION 13. Taxes, Liens, Licenses and Permits.**

13.1 The Consultant recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. As such, the Consultant shall refrain from including taxes in any billing. The Consultant is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

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13.2 The Consultant shall secure and maintain all licenses and permits required to perform the services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

13.3 The Consultant acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Consultant shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

**SECTION 14. Governing Law, Venue and Compliance with Laws.**

14.1 This Contract 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 Contract 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.

14.2 The Consultant shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

**SECTION 15. Modifications.**

15.1 The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

**SECTION 16. Assignment and Subcontracting.**

16.1 The Consultant shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the County.

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**16.2** In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Consultant shall ensure and provide assurances to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Consultant shall provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's sole discretion, are insufficient. The Consultant shall be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Consultant further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Consultant, at its expense, shall defend the County against such claims.

**16.3** The Consultant shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Consultant and subcontractors. The Consultant's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Consultant and paid to the subcontractors in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

**SECTION 17. Severability.**

**17.1** If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent

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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.

**SECTION 18. Termination for Default.**

**18.1** If the Consultant fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Consultant, then the County may, without prejudice to any right or remedy the County may have, terminate this Contract.

**18.2** Upon termination of this Contract, the Consultant shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

**SECTION 19. Termination for Convenience.**

**19.1** The County reserves the right to terminate this Contract in whole or part by giving the Consultant written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Consultant shall only provide those services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Consultant for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Consultant. The Consultant shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

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**SECTION 20. Nondisclosure of Proprietary Information.**

20.1 The Consultant shall consider all information provided by the County and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. The Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the County or in response to legal process.

**SECTION 21. Contingent Fees.**

21.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

**SECTION 22. Ownership of Documents.**

22.1 The Consultant shall be required to work in harmony with other County consultants relative to providing information requested in a timely manner and in the specified form. All documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by the County.

**SECTION 23. Force Majeure.**

23.1 Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault

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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.

**23.2** 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 Contract. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay that the Consultant believes is excusable under this section, the Consultant 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 Consultant could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Consultant first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE CONSULTANT'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 Consultant of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Consultant shall not be entitled to an increase in the Contract 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 Consultant shall

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perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Consultant, provided that the Consultant grants preferential treatment to the County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Consultant 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 Contract quantity; or (3) terminate the Contract in whole or in part.

**SECTION 24. Access And Audits of Records.**

**24.1** The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least three (3) years after completion of work contemplated under this Contract. The County and the County Clerk of Court shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours upon five (5) days' written notice to the Consultant.

**SECTION 25. Independent Consultant Status.**

**25.1** The Consultant shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Consultant or any of its agents or employees to be an agent, employee or representative of the County.

**25.2** The Consultant and the County agree that during the term of this Contract: (a) the Consultant has the right to perform services for others; (b) the Consultant has the right to

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perform the services required by this Contract; and (c) the Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

**SECTION 26. Indemnification.**

26.1 The Consultant shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney's fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant or any persons employed or utilized by the Consultant, in the performance of this Contract. The Consultant 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 Consultant's performance under this Contract.

**SECTION 27. Insurance.**

27.1 The Consultant shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "A". The policy limits required are to be considered minimum amounts.

27.2 The Consultant shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible

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companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

**SECTION 28. Dispute Resolution Process.**

**28.1** In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

**28.2** In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Consultant pursuant to Section 35 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

**28.3** The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Consultant. The Consultant may submit a written response to the County's written communication no less than five (5) days prior to the meeting with the County Manager or designee.

**28.4** If no satisfactory resolution as to the interpretation of the Contract terms is reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Consultant. The Consultant shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

**SECTION 29. E-Verify.**

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**29.1** The Consultant shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Consultant during the term of this Contract to work in Florida. Additionally, if the Consultant uses subcontractors to perform any portion of the work (under this Contract), the Consultant shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify).

**29.2** The Consultant shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Consultant's enrollment in the program. This includes maintaining a copy of proof of the Consultant's and subcontractors' enrollment in the E-Verify program. If the Consultant enters into a contract with a subcontractor, the subcontractor shall provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the Contract.

**29.3** Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to Section 448.095(2)(c), Florida Statutes, the Consultant may not be awarded a public contract for at least one (1) year after the

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date on which the contract was terminated and the Consultant is liable for any additional costs incurred by the County as a result of the termination of this Contract.

**SECTION 30. Public Records.**

**30.1** The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent that the Consultant is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Consultant shall:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County 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 Contract term and following completion of the Contract if the Consultant does not transfer the records to the County.

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d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

**30.2** A request to inspect or copy public records relating to the County's contract for materials shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Consultant of the request, and the Consultant shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

**30.3** If the Consultant does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

**30.4** If the Consultant fails to provide the public records to the County within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes.

**30.5** If a civil action is filed against the Consultant to compel production of public records relating to the Contract, the Court shall assess and award against the Consultant the reasonable costs of enforcement, including reasonable attorney fees if:

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- a. The Court determines that the Consultant unlawfully refused to comply with the public records request within a reasonable time; and
- b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Consultant has not complied with the request, to the County and to the Consultant.

**30.6** A notice complies with Section 30.5 b. hereinabove, if it is sent to the County's custodian of public records and to the Consultant at the Consultant's address listed on its Contract with the County or to the Consultant's registered agent. Such notices shall be sent pursuant to Section 35 hereinbelow.

**30.7** If the Consultant complies with a public records request within eight (8) business days after the notice is sent, the Consultant is not liable for the reasonable costs of enforcement.

**30.8** In reference to any public records requested under this Contract, the Consultant shall identify and mark specifically any information which the Consultant considers confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Consultant believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable to the information claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."

**30.9** In conjunction with the confidential and/or proprietary information designation, the Consultant acknowledges and agrees that after notice from County, the Consultant shall respond to a notice from the County immediately, but no later than 10 calendar days from the date of notification or the Consultant shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.

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**30.10** The Consultant further agrees that by designation of the confidential/proprietary material, the Consultant shall defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the Consultant's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to the Consultant's designation of material as exempt from public disclosure.

**SECTION 31. Disclosure Of Litigation, Investigations, Arbitration or Administrative Decisions.**

**31.1** During the term of this Contract, or any extension thereto, the Consultant shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Consultant. If the existence of the proceeding causes the County concerns that the Consultant's ability or willingness to perform this contract is jeopardized, the Consultant may be required to provide the County with reasonable written assurance to demonstrate the Consultant can perform the terms and conditions of the Contract.

**SECTION 32. Scrutinized Companies and Public Entity Crimes.**

**32.1** The Consultant is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Section 287.135, Florida Statutes, regarding Scrutinized Companies, and represents to County that the Consultant is qualified to transact business with public entities in Florida, and to enter into and fully perform this Contract subject to the provisions stated therein. Failure to comply with any of the above provisions will be considered a material breach of the Contract.

**SECTION 33. Anti-Discrimination.**

33.1 The Consultant 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.

**SECTION 34. Advertising.**

34.1 The Consultant shall not publicly disseminate, advertise or publich any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Consultant’s name and either description of this Contract or the name of the County in any material published, either in print or electronically.

**SECTION 35. Notices.**

35.1 All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County  
Attn: Raymond Albury, Capital Projects Management Director  
96161 Nassau Place  
Yulee, Florida 32097

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Consultant: WSB LLC  
Attn: Cory Nichols  
219 North Newnan Street, 4th Floor  
Jacksonville, Florida 32202

**SECTION 36. Attorney's Fees.**

36.1 Notwithstanding the provisions of Section 30 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

**SECTION 37. Authority to Bind.**

37.1 The Consultant represents and warrants that the Consultant's undersigned representative if executing this Contract of behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

**SECTION 38. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.**

38.1 In the event of any conflict between the terms of this Contract and the terms of any exhibits, the terms of this Contract shall prevail.

38.2 All representations, indemnifications, warranties and guaranties made by the Consultant in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

38.3 The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

38.4 The Consultant warrants that any goods provided by the Consultant under this Contract shall be merchantable. All goods provided shall be of good quality within the

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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 facts made by the Consultant or on the container or label.

**SECTION 39. Construction of Contract.**

39.1 The parties hereby acknowledge that they have fully reviewed this Contract and any exhibits and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

**SECTION 40. Headings.**

40.1 The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

**SECTION 41. Entire Agreement and Execution.**

41.1 This Contract, together with any exhibits, constitutes the entire Contract between the County and the Consultant and supersedes all prior written or oral understandings.

41.2 This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

**SECTION 42. Change of Laws.**

42.1 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice,

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require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Consultant shall be paid its compensation for services performed prior to the termination date.

**SECTION 43. Human Trafficking Affidavit.**

**43.1** In accordance with Section 787.06, Florida Statutes, the Consultant shall provide the County with an affidavit, on a form approved by the County, signed by an officer or representative of the Consultant under penalty of perjury attesting that the Consultant does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

[The remainder of this page left intentionally blank.]

Contract Tracking No. CM3856

IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on the day and year last written below

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



By: A. M. "Hupp" Huppmann

Its: Chair (or designee)

Date: 4-16-25

Attest as to authenticity of the  
Chair's signature:



MITCH L. KEITER

Its: Ex-Officio Clerk

Approved as to form and legality by the  
Nassau County Attorney

Denise C. May, Esq., BCS  
DENISE C. MAY

**WSB LLC**



By: Cory Nichols

Its: Vice President of Operations

Date: 1/23/2025

# EXHIBIT "A"

## VENDOR'S SCOPE & ESTIMATE

February 18, 2025

Mr. Jay Robertson  
Nassau County Parks and Recreation  
45195 Musselwhite Road  
Callahan, FL 32011

RE:  
Nassau County Contract for Professional Services (CS-23-085)  
Yulee Regional Park Expansion Consulting Services - Construction Documents

Dear Mr. Robertson:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "the Consultant") is pleased to submit this Professional Services Agreement (the "Agreement") to the Nassau County Parks & Recreation Department ("Nassau County Parks" or "Client") for consulting services associated with the Yulee Regional Park Expansion ("the Project"). Our project understanding, scope of services, schedule, and fee estimate are provided below.

### Project Understanding

Nassau County Parks is requesting engineering and landscape architecture design services for the expansion of the Yulee Regional Park complex located at 86142 Goodbread Road, Yulee, FL 32097. Nassau County Parks proposes to use approximately 5-acres of the existing wooded area within the park parcel to create additional space for three multi-use field improvements. The proposed programming generally consists of an access driveway from Pages Dairy Road, a supporting parking lot, three multi-use fields, siting two pavilions, sidewalks and coordinating lighting placement. Project programming is based on the Conceptual Park Site Master Plan within the 2024-2025 FY Capital Improvement Plan, an initial project meeting held on August 14, 2024 with the Client, and an email from Jay Robertson on August 26, 2024. Per a meeting with the Client on September 17, 2024 it is understood that Kimley-Horn has been requested to remove photometric plans from this scope and will coordinate lighting placement only with Musco Lighting.



- Legend**
- ① Baseball Fields
  - ② Dog Park
  - ③ Fitness Corral with Shade Sales
  - ④ Floating Boardwalk
  - ⑤ Group Pavilion
  - ⑥ Lake (Total: 42 Acres)
  - ⑦ Main Park Drive
  - ⑧ Maintenance Compound
  - ⑨ Multi-generation, Universally Accessible Playground with Shade Sales
  - ⑩ Multi-Purpose Open Space
  - ⑪ Multi-Purpose Trail
  - ⑫ On-Street Parking
  - ⑬ Outdoor Amphitheater Stage
  - ⑭ Parking (Total: 1,159)
  - ⑮ Pavilion
  - ⑯ Pickleball Court
  - ⑰ Pine Plantation
  - ⑱ Recreation Center (57,800 sf.)
  - ⑲ Restored Habitat with Canopy Trees
  - ⑳ Soccer Field
  - ㉑ Softball Fields
  - ㉒ Splash Pad
  - ㉓ Tennis Court

*Notes:*  
⑳ = Approximate number of parking spaces in each parking area within parking boundary, on-street parking along park boundary is not included.

**Expanded Yulee Regional Park Alt.**  
Conceptual Park Site Master Plan

Scale: 1"=500'  
0' 250' 500'



Project programming consist of the following:

- 3 multi-use athletic fields
- Supporting parking lot & sidewalks and hardscape areas
- Location for restroom building (designed by others)
- Coordinating lighting for play fields with Musco Lighting
- Stormwater improvements
- Water & septic improvements
- Tree mitigation, planting & irrigation

Additional Elements/Alternatives if requested by Nassau County Parks may be:

- Enhanced planting or hardscape
- Athletic equipment including Two Soccer/football H-frames, Four portable backstops, boundary netting, scoreboards
- Site furnishing such as benches, bleachers, picnic tables, water fountains, waste receptacles

## Scope of Services

### **Task 1 – Project Coordination and Team Meetings**

Kimley-Horn will provide updates to the Client regarding the design and permitting status of the project. Kimley-Horn will also coordinate with the following consultants and sub-consultants during the design of this project.

1. Kimley-Horn will facilitate and attend one project kick-off meeting with Nassau County Parks.
2. Two additional meetings at the 60% and 100% design milestones will also be provided as a part of this task. Requests to attend additional meetings will be provided as additional services and performed on an hourly basis.
3. Kimley-Horn will coordinate with the Client's surveyor sub-consultant to obtain a digital copy of the project boundary, site topography, easements, and tree survey. Kimley-Horn will review the survey for general conformance to the surficial features of the project site, and if necessary, request clarification from the surveyor for any discrepancies or missing data.
4. Kimley-Horn will coordinate with the Client's Geotechnical Engineer for soil boring and testing data required for this project. Kimley-Horn may rely on the completeness of the geotechnical testing and recommendations prepared by the Geotechnical Engineer for preparing engineering calculations and making design decisions.
5. Kimley-Horn will coordinate with the Client's project Architect and/or the end user builder for the building interface and footprint needs.

The extent of our project coordination under this Task will be to provide the necessary, but limited exchange of information to the Client and other project consultants sufficient to perform our design and permitting responsibilities for this project.

### **Task 2 – Site Planning**

Kimley-Horn staff will prepare an AutoCAD rendered site plan for the Project depicting three multi-use athletic fields and ancillary elements based on the Client concept provided 8/14/2024. The site plan will be completed in AutoCAD Civil 3D or similar. The site plan will depict anticipated easements, jurisdictional wetland lines, upland buffers, sidewalks, parking, preliminary water point of connections, and the septic area. Kimley-Horn will submit the site plan to the Client for review and will address two rounds of Client comments.

As part of this Task, Kimley-Horn will coordinate with the Client's Surveyor, Geotechnical Engineer, Environmentalist, and Traffic Engineer to incorporate project related items that are known at the time the site plan is being prepared.

### **Task 3 – “30%” Schematic Design Plans**

1. During the kick-off meeting in Task 1 above, Kimley-Horn and the Client will verify the scope of the exterior improvements, including the desired amenities, as well as Client preferences for exterior themes, materials, design style, and construction budgets.
2. Based on information from the kick-off meeting, Kimley-Horn will prepare a conceptual design package. This conceptual design package will be comprised of conceptual drawings, precedent imagery, and supporting information illustrating the general scope, scale, and relationship of the proposed improvement areas. This conceptual design package will be submitted to the Client for review and comment.
3. The conceptual design package will address; pavement materials and patterns; finishes; site furnishing and lighting; fence and gate options, and possible plant pallets to be utilized in the development of this project.

Deliverables for this task will be presented on 11” x 17” conceptual drawings and supporting documents. PDF files will be provided to the Client.

### **Task 4 – Construction Document (CD) Preparation Services**

Kimley-Horn will provide the following site design services for preparing construction drawings (CDs) and relevant permitting and agency review submittals for the project. Kimley-Horn understands the Project will be designed and constructed in a single phase. The plans and specifications developed under this Task will be used for permitting, bidding, and construction.

Using the Kimley-Horn prepared Site Plan from Task 2 above, Kimley-Horn will prepare CDs and supporting documentation for site clearing, horizontal control, site paving and grading, drainage collection, drainage routing and storage, potable water and sanitary sewer distribution and collection systems, an erosion and sediment control plan, and tree mitigation, planting and irrigation plans. The CDs and supporting documents will be prepared for agency permit reviews and construction. Kimley-Horn will prepare two sets of plans: one (1) “60%” design level, including an intermediate design progress set for Client review and comment and one (1) “100%” design level, suitable for permitting and construction.

The following services will be provided for each subtask:

1. **Master Site Plan** – Plan will identify the proposed Project.

2. **Clearing, Demolition, and Erosion Control Plans** – Plans will identify existing features that need to be cleared, removed, demolished, and/or abandoned prior to construction. The plans will also identify the protected trees to be removed and will be used in the tree mitigation calculations. Plans will show locations for silt fencing and erosion control devices.
3. **Tree Mitigation** – Kimley-Horn will prepare a code compliant Tree Inventory and Tree Mitigation Plan utilizing an owner-provided, horizontally controlled tree survey which indicates: tree Species, tree Sizes (DBH-diameter at breast height) and, tree locations.
  - a. Tree Inventory and Mitigation Plans will consist of:
    - i. Protected tree locations and status of trees to be removed or remain in place,
    - ii. Locations of proposed mitigation techniques are limited to: tree protection fencing, root pruning limits, extents of aeration beds, and extents of pervious pavement.
    - iii. Prepare protected tree removal and mitigation calculations per the Nassau County tree mitigation requirements to determine the total number of replacement inches required.
  - b. In the event that the owner provided tree survey is insufficient or missing any protected trees additional services for updating the tree inventory will be required and billed hourly. Additional tree inventory services may include verification and revision to the survey, including tree species, sizes, and locations as well as on-site coordination meetings with municipal staff, as needed.

Any field reviews or observation of trees will be considered an additional service. A tree risk assessment or hazard evaluation is also excluded from this Agreement.

4. **Horizontal Control Plans** – Based on the site survey, Kimley-Horn will dimension the roadways, lot lines, stormwater ponds, and common areas for construction staking and layout. Plans will show dimensional layout of on-site improvements, existing known and proposed easements, required setbacks, paving and curb limits, pavement marking and signage, and associated details. Dimensional layout will be based upon the Site Plan previously prepared.
5. **Paving, Grading and Drainage Plans** – Plans will show the location of the proposed stormwater retention ponds and associated drainage divides, on-site storm water collection, piping and storage systems, including inlet elevations and inverts. Plans will consist of spot elevations on pavement, sidewalks, and other site elements, indicating high points and low points along the roadways.

Kimley-Horn will prepare one (1) set of stormwater design calculations for the mean annual, 3-year, and 25-year, 24-hour pre- and post-development conditions. The stormwater detention pond sizes will be based on the results of these calculations.

6. **Water and Septic Utility Plans** – Kimley-Horn will develop utility plans for 1) septic collection and identify the proposed drain field based on required setbacks 2) a water distribution system adequate for domestic uses and fire protection. Septic collection will be provided for the proposed public restroom facility only. It is assumed the existing public water serving the property will be sufficient for this expansion. Should public main extensions be required, this design can be provided as an additional service. Kimley-Horn will submit for a water fire flow

test and will submit the utility availability request with the utility provider. Based on the water availability letter, Kimley-Horn will design a private water service connection for the proposed restrooms and irrigation source water.

It is assumed no offsite water extensions will be required and that connections to these utilities will be immediately adjacent to the property within the Nassau County Right-of-Way.

7. **Details** – Paving and drainage details will be provided as applicable to the project. Details will consist of Nassau County, FDOT, and JEA standard details for construction. Details will also be provided for site furnishing and materials decided upon in Task 3.
8. **Planting Plan** – Kimley-Horn will prepare a code compliant Planting Plan that will consist of the following:
  - a. Location and species of existing trees to be preserved or removed
  - b. Required calculations and notes
  - c. Location of landscape materials to be used
  - d. Plant list consisting of common name, botanical name, size, quantity, spacing
  - e. Installation specifications for landscape materials
  - f. Plans shall be signed and sealed by a registered Landscape Architect

This task shall consist of two (2) rounds of comments from the County. Any enhanced or additional plantings requested which are above code compliant will be considered additional services.

9. **Irrigation Plan** – Kimley-Horn will prepare Irrigation Plans for the proposed Planting Plan. These plans will be prepared in an effort to comply with the directives of the Client and the landscape and irrigation ordinances. The irrigation plans will be prepared upon Client and municipal approval of the “100%” planting construction documents and will illustrate point of connection, meter, and backflow preventer (coordinated with the utility plan) as well as typical local irrigation water demand and watering run times. The Client is to specify preferred irrigation equipment type (Toro, Hunter, or Rainbird). The Irrigation Plans will accompany the Landscape Plans and will be submitted to municipal staff for review and consideration for approval. It is assumed that the point of connection will be from a metered location onsite.

We anticipate these documents will consist of irrigation plans, details and specifications.

The effort for this task includes addressing one round of ordinary and reasonable staff issued comments from Nassau County and Nassau County Parks.

This task does not include revisions to the Irrigation Plans necessitated by significant site plan changes directed by Nassau County Parks or their representatives. Subsequent modifications resulting from significant site plan changes directed by the Client or their representatives will be billed to the Client on an hourly basis.

### Task 5 – Permitting & Agency Response

On behalf of Nassau County Parks, Kimley-Horn will prepare and submit construction documents and supporting analysis to the below required permitting agencies for review and approval:

- A. Nassau County / Development Review
- B. St. Johns River Water Management District (ERP General Permit)
- C. JEA: Water and Sewer Connection
- D. FDEP General Permit for potable drinking water system and sanitary sewer system (if required)
- E. Nassau County Health Department- Septic System Construction Permit

Kimley-Horn will monitor and respond to agency comment as well as revise plans and design documents accordingly. Responding to requests for additional information beyond what is normal and customary, and responding to permitting issues beyond our control are outside of this scope of services and will be provided, as needed, as an Additional Service only after prior written authorization by Nassau County Parks. Efforts to respond to issues raised during the permitting process, which cannot currently be anticipated, and additional responses to requests for additional information by review agencies not specifically stated above, shall be considered Additional Services.

Kimley-Horn has no control over the actions of jurisdictional agencies and is not a party to agreements between the County and others. Accordingly, professional opinions as to the status of permits and entitlements or the suitability for a specific purpose herein and professional opinions as to the probability and timeframe for approvals are made on the basis of professional experience and available data. The Consultant does not guarantee that the outcome of permits and entitlements or suitability will not vary from its opinions. Because its opinions are based upon limited site investigation and scope of services, the Consultant does not guarantee that all issues affecting the site have been investigated.

Kimley-Horn does not guarantee the issuance of permits or approvals. If permits are issued for this project, the conditions and expiration dates are the sole responsibility of the County. Kimley-Horn is not responsible for extending time limited entitlements or permits. Kimley-Horn can provide services to file for extensions, if applicable, provided the Client issues a direct written request for each requested entitlement, prior to the dates of expiration.

### Task 6 – Bidding Services

Kimley-Horn will be available to assist in the Nassau County Parks public procurement process for this project, by preparing construction documents and reviewing bids. This task will also include preparing one (1) addendum based on bidder questions. Any additional revisions or addenda will be considered additional services.

### Task 7 – Construction Phase Services (Hourly)

Kimley-Horn will be available to provide construction phase services, based on up to 6 months of construction. These construction phase services may consist of:

- Attend periodic construction meetings.
- Review of shop drawings and submittals required for the site improvements shown within our CDs and design documents.
- Review and reply to Contractor's request for information (RFIs) during the construction phase.

- Review of contractor provided 'as-built' documents as required by Agencies Having Jurisdiction (AHJs).
- Assist with obtaining final inspections and Certifications of Completion, as required for project close-out.
- Submit Certifications of Completion as required to appropriate agencies.

If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits shall be for the purpose of endeavoring to provide Nassau County a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform their work in accordance with the contract documents.

#### **Task 8 – Additional Services (Hourly)**

Any services not specifically provided for in the above Scope of Services, as well as any changes in the Scope of Services that the County requests, will be considered additional services and will be performed at our contracted hourly rates. Additional services we can provide include, but are not limited to, the following:

- Opinion of cost or value engineering services
- Off-site improvements
- Overhead structures or structural engineering, including any retaining wall design
- Site visits or meetings beyond those listed above
- Stormwater Modeling outside of the enclosed scope
- Environmental analysis and engineering including site contamination and site restoration
- Preparation of colored renderings
- Revisions to completed site plans, landscape plans, or construction documents requested by Client after the finalization of the site plan
- Photometric plans

#### **INFORMATION SUPPLIED BY THE CLIENT**

The following information, upon which the Consultant may rely, will be provided to Kimley-Horn and Associates, Inc. by the Client or its representatives:

1. Client/Owner approved site plan;
2. Letter authorizing Kimley-Horn to act as agent for Client and property owner;
3. All permit and review fees;
4. Access to the property;
5. Geotechnical Reports;
6. Survey (onsite and offsite) in AutoCAD Format;
7. Wetland delineation;
8. Architectural drawings, including building pad requirements; and
9. Any off-site permissions or easements for site design elements.

**SCHEDULE**

We will provide our services to meet a mutually agreed to schedule.

**FEE AND BILLING**

Kimley-Horn will perform the services described in Tasks 1 thru 6 for a lump sum amount described below, inclusive of expenses.

Kimley-Horn will perform the Services in Tasks 7 and 8 on a labor fee plus expense basis. Labor fee will be billed on an hourly basis according to the rate schedule specified in the Master Service Agreement.

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.

<b>Task</b>	<b>Description</b>	<b>Fee</b>
1	Project Coordination and Team Meetings	\$4,500
2	Site Planning	\$5,000
3	“30%” Schematic Design Plans	\$5,000
4	Construction Drawing (CD) Preparation Services	\$80,000
5	Permitting & Agency Response	\$25,000
6	Bidding Services	\$8,000
7	Construction Phase Services	Hourly*
8	Additional Services	Hourly*
<b>Lump Sum Total</b>		<b>\$127,500</b>

\*Hourly tasks will be billed at the following hourly rated agreed upon per the CS-23-085 agreement. Please see below for reference.

<b>Hourly Fees per CS-23-085 Agreement</b>	
<b>Staff Classification</b>	<b>Hourly Rates</b>
Principal Engineer	\$310
Senior Engineer 1	\$220
Project Manager 1	\$180
Engineer 1	\$154
Engineering Intern	\$135
Landscape Architect	\$160
Landscape Designer / Planner	\$121
Clerical / Admin	\$115

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within 25 days of your receipt of the invoice.

**Closure**

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the Contract for Professional Services (CS-23-085), which are incorporated by reference. As used in the Contract for Professional Services (CS-23-085), "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to Board of County Commissioners of 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 \_\_\_\_\_

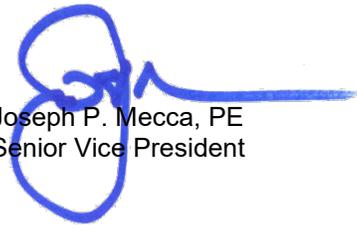
\_\_\_\_ Please copy \_\_\_\_\_

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute this Agreement in the spaces provided below, retain one copy, and return the other to us. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely yours,  
KIMLEY-HORN AND ASSOCIATES, INC.

By:  Anna Walling, PLA  
Project Manager

  
Joseph P. Mecca, PE  
Senior Vice President

Nassau County Parks & Recreation

SIGNED:

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

# EXHIBIT "B"

## VENDOR'S FEE

**SCHEDULE**

We will provide our services to meet a mutually agreed to schedule.

**FEE AND BILLING**

Kimley-Horn will perform the services described in Tasks 1 thru 6 for a lump sum amount described below, inclusive of expenses.

Kimley-Horn will perform the Services in Tasks 7 and 8 on a labor fee plus expense basis. Labor fee will be billed on an hourly basis according to the rate schedule specified in the Master Service Agreement.

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.

<b>Task</b>	<b>Description</b>	<b>Fee</b>
1	Project Coordination and Team Meetings	\$4,500
2	Site Planning	\$5,000
3	"30%" Schematic Design Plans	\$5,000
4	Construction Drawing (CD) Preparation Services	\$80,000
5	Permitting & Agency Response	\$25,000
6	Bidding Services	\$8,000
7	Construction Phase Services	Hourly*
8	Additional Services	Hourly*
Lump Sum Total		\$127,500

\*Hourly tasks will be billed at the following hourly rated agreed upon per the CS-23-085 agreement. Please see below for reference.

<b>Hourly Fees per CS-23-085 Agreement</b>	
<b>Staff Classification</b>	<b>Hourly Rates</b>
Principal Engineer	\$310
Senior Engineer 1	\$220
Project Manager 1	\$180
Engineer 1	\$154
Engineering Intern	\$135
Landscape Architect	\$160
Landscape Designer / Planner	\$121
Clerical / Admin	\$115

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within 25 days of your receipt of the invoice.

Yulee Regional Park - Phase 1 Estimate of Work Effort and Cost												
Tasks	Staff Classification	Principal Engineer	Senior Engineer 1	Project Manager 1	Engineer 1	Engineering Intern	Landscape Architect	Landscape Designer/Planner	Clerical/Admin	SH By Activity	Salary Cost By Activity	Average Rate Per Task
	Total Staff Hours From "SH Summary - Firm"	\$310.00	\$220.00	\$180.00	\$154.00	\$135.00	\$160.00	\$121.00	\$115.00			
Project Coordination & Team Meetings	26	0	6	12	0	0	0	8	0	26	\$4,448.00	\$171.08
Site Planning	35	0	5	10		0	0	20	0	35	\$5,320.00	\$152.00
30% Hardscape Plans	40	0	0	10	0	0	0	30	0	40	\$5,430.00	\$135.75
Construction Drawing Preparation Services (QC)	Totaling Tasks Below									515	\$80,895.00	\$157.08
Master Site Plan	27	0	5	2	5	15	0	0	0	27	\$4,255.00	\$157.59
Clearing, Demolition and Erosion Control Plans	38	0	5	3	10	20	0	0	0	38	\$5,880.00	\$154.74
Tree Mitigation	52	0	2	10	5	0	5	30	0	52	\$7,440.00	\$143.08
Horizontal Control Plans	85	0	10	20	5	30	5	15	0	85	\$13,235.00	\$155.71
Paving, Grading and Drainage Plans	75	5	10	20	10	30	0	0	0	75	\$12,940.00	\$172.53
Water and Septic Utility Plans	65	5	15	0	10	35	0	0	0	65	\$11,115.00	\$171.00
Details	92	2	10	30	10	0	10	30	0	92	\$14,990.00	\$162.93
Planting Plan	45	0	0	15	0	0	0	30	0	45	\$6,330.00	\$140.67
Irrigation Plan	36	0	0	6	0	0	0	30	0	36	\$4,710.00	\$130.83
Permitting & Agency Response	140	10	35	30	20	35	0	0	10	140	\$25,155.00	\$179.68
Bidding	50	0	10	20	0	10	0	10	0	50	\$8,360.00	\$167.20
Construction Phase Services (Hourly)	0	0	0	0	0	0	0	0	0	0	Hourly (N/A)	Hourly (N/A)
Additional Services (Hourly)	0	0	0	0	0	0	0	0	0	0	Hourly (N/A)	Hourly (N/A)
Total Salary Cost by Activity											\$129,608	
Grand Total Salary Cost by Activity											\$127,500	
Task Rounding Adjustment (Total - Grand Total)											\$2,108	



# Yulee Regional Park Fee Breakdown

February 2025

Nassau County  
Florida

