

CS-21-106

**BOCC CONTRACT APPROVAL FORM**  
(Request for Contract Preparation)

CONTRACT TRACKING NO.  
  
CM2499-A2

**GENERAL INFORMATION**

Requesting Department Engineering Services Department  
Contact Person: Robert T. Companion – County Engineer  
Telephone: (904) 530-6225 Fax: ( ) Email: rcompanion@nassaucountyfl.com

**CONTRACTOR INFORMATION**

Name: EltonAlan, Inc.  
Address: 3653 Regent Blvd., #606 Jacksonville Florida 32224  
City State Zip  
Contractor's Administrator Name: Michael E. Holcomb, PE Title: President  
Telephone: (904) 900-7620 Fax: ( ) Email: mike@eltonalan.com

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

Authorized Signatory Name: Michael E. Holcomb, PE  
Authorized Signatory Email: mike@eltonalan.com

**CONTRACT INFORMATION**

Contract Name: Continuing Contract for Professional Eng. Services  
Description: Second Amendment extending the term of the Contract for an additional year.  
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.  
Total Amount of Contract: \$409,582.24  
APPROXIMATE IF NECESSARY  
Source of Funds/Account: N/A Termination/Cancellation: N/A  
Authorized Signatory: Taco E. Pope, AICP – County Manager  
IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: 01/08/18 to: 01/07/22  
Status:   New   Renew X Amend#   WA/Task Order  
How Procured:   Sole Source   Single Source   ITB   RFP X RFQ   Coop.   Other

**If Processing an Amendment:**

Contract #: CM2499-A1 Increased Amount to Existing Contract: \$0.00  
New Contract Dates: 01/08/22 to 01/07/23 Total or Amended Amount: \$409,582.24 – no change

*Continued on next page*

<b>CHECKLIST</b>		
<i>Review/Complete before sending contract for final signature</i>		
<b>Requirement</b>	<b>Description</b>	<b>Complete By</b>
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
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	Dept
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	Dept
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 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
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. Robert Companion 12/14/2021  
 Department Head/Contract Manager Date
2. Marshall Eyerman 12/14/2021  
 Procurement Date 12/14/2021
3. Marshall Eyerman 12/14/2021 Date *AR*
4. Denise C. May, Esq., BCS 12/15/2021  
 Office of Mgmt & Budget Date
- County Attorney Date

**COUNTY MANAGER – FINAL SIGNATURE APPROVAL**

5. Taco E. Popey AICP 12/15/2021  
 County Manager Date

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

**Original:** Clerk's Services; Contractor (original or certified copy)  
**Copies:** Department; Procurement; RLS Distribution; Clerk Services BOCC

**SECOND AMENDMENT TO THE CONTINUING CONTRACT FOR  
PROFESSIONAL ENGINEERING SERVICES FOR NASSAU COUNTY,  
FLORIDA**

THIS AMENDMENT entered into this 15 day of December \_\_\_\_\_, 20<sup>21</sup> 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 **ELTONALAN, INC.**, a Florida Profit Corporation, whose principal office address is located at 3653 Regent Blvd., Unit 606, Jacksonville, Florida 32224, hereinafter referred to as "Consultant".

**WHEREAS**, the parties entered into the *Continuing Contract for Professional Engineering Services for Nassau County, Florida*, hereinafter referred to as "Contract", dated January 8, 2018; and

**WHEREAS**, the Contract provided for an initial term of three (3) years beginning January 8, 2018 and ending January 7, 2021, with an option to extend in one (1) year increments upon mutual agreement between the Consultant and the County; and

**WHEREAS**, on or about December 22, 2020, the parties entered into the *First Amendment to the Continuing Contract for Professional Engineering Services for Nassau County, Florida* extending the term of the Contract for one (1) year beginning on January 8, 2021 and ending on January 7, 2022; and

**WHEREAS**, Engineering Services believes it to be in the best interest of the County to extend the term of the Contract for an additional one (1) year period beginning January 8, 2022 and ending January 7, 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 the terms of the Contract, the performance period is hereby extended for an additional one (1) year period beginning January 8, 2022 and ending January 7, 2023.
2. All other provisions of said Contract not in conflict with this Amendment shall remain in full force and effect.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

*Taco E. Pope, AICP*

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Taco E. Pope, AICP, County Manager  
Its: Designee  
Date: 12/15/2021

EltonAlan, Inc.

*Mike Holcomb*

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By: Mike Holcomb  
Its: CEO  
Date: 12/20/2021