

CS-21-125

BOCC CONTRACT APPROVAL FORM

| |
|--------------------------------|
| (Contract Management Use only) |
| CONTRACT TRACKING NO. |
| CM2987A1 |

GENERAL INFORMATION

Requesting Department Planning

Contact Person: Thad Crowe

Telephone: (904) 530-6300 Fax: () Email: tcrowe@nassaucountyfl.com

CONTRACTOR INFORMATION

Name: Barth Associates, LLC

Address: 10030 SW 52nd Road Gainesville FL 32608
City State Zip

Contractor's Administrator Name: David Barth, PhD Title: Owner

Telephone: (561) 308-9937 Fax: () Email: david@barthassoc.com

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

Authorized Signatory Name: David Barth, PhD

Authorized Signatory Email: david@barthassoc.com

CONTRACT INFORMATION

Contract Name: Professional Service Agreement for NC, Florida

Description: Amendment #1 to extend performance period for an additional year and to clarify Article 5; Compensation.

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

Terms: Payment Period: _____ Amount per Period: _____

Total Amount of Contract: NTE \$175,000.00
APPROXIMATE IF NECESSARY

Source of Funds: 04247515 - 531025 Termination/Cancellation: _____

Authorized Signatory: Thomas Ford, BoCC Chairman

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: Execution to: 12/31/21

Status: New Renew Amend #1 WA/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop. X Other Pro Svcs

If Processing an Amendment:

Contract #: CM2987 Increased Amount of Existing Contract: \$0

New Contract Dates: 1/1/22 to 12/31/22 Total or Amendment Amount: \$175,000.00

Continued on next page

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICE
AGREEMENT FOR NASSAU COUNTY, FLORIDA**

THIS AMENDMENT entered into this ____ day of _____, 2021 by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as “County”, and **Barth Associates, LLC** located at 10030 SW 52nd Road, Gainesville, Florida 32608, hereinafter referred to as “Consultant”.

WHEREAS, the parties entered into an Agreement dated April 5, 2021, for professional services to develop a plan to enhance the American Beach Cultural Heritage Experience; and

WHEREAS, the Contract provided for an initial term beginning on April 5, 2021 and ending on December 31, 2021 with the option to extend the performance period upon mutual agreement of the parties; and

WHEREAS, The County Manager’s Office has determined that it is necessary to extend the performance period beyond December 31, 2021; and

WHEREAS, the parties mutually agree to extend the performance period for an additional one (1) year period beginning on January 1, 2022 and ending on December 31, 2022; and

WHEREAS, the parties desire to amend the Agreement to provide additional clarification to Article 5 - Compensation; and

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

1. The performance period of the Contract shall be extended for an additional one (1) year period beginning on January 1, 2022 and ending December 31, 2022.
2. Article 5, Section 5.1 of CM2987 is amended to read:

Consultant shall be compensated at an hourly basis in accordance with the Fee Schedule with a total sum not to exceed one-hundred seventy-five thousand dollars (\$175,000.00), plus reasonable expenses.

Fee Schedule

| | |
|----------------------------------|----------|
| Principal | \$195/hr |
| Senior Landscape /Urban Designer | \$150/hr |
| Public Art Consultant | \$150/hr |
| Landscape/Urban Designer | \$100/hr |
| Graphic Designer | \$75/hr |
| Administrative Assistant | \$50/hr |
| Legal | \$250/hr |

- 3. 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
Its: County Manager
Date: 11/10/2021

BARTH ASSOCIATES, LLC

David Barth

By: David Barth
Its: Principal
Date: 11/12/2021

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

| 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 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 Cty 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. | Cty 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. | Cty Atty |
| Term of Contract | Start and end dates of contract are included. Any renewals are included. | Cty Atty |
| Warranties/Guarantees | Warranties or guarantees give satisfactory protection. | Cty 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. | Cty Atty |
| Confidentiality Agreements | All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a." | Cty 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. Thad Crowe 11/2/2021
Department Head Date
2. Marshall Eyerman 11/2/2021
Procurement Date
3. Marshall Eyerman 11/2/2021
Office of Mgmt & Budget Date
4. Denise C. May 11/10/2021
County Attorney/Contracts Date

Marshall Eyerman
11/10/2021

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. Taco E. Popey AICP 11/10/2021
County Manager Date

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