

## INDIAN RIVER COUNTY

### RENEWAL AND AMENDMENT NO. 1 TO CONTINUING CONTRACT AGREEMENT FOR ENVIRONMENTAL AND BIOLOGICAL SUPPORT SERVICES BETWEEN KIMLEY-HORN & ASSOCIATES, INC. AND INDIAN RIVER COUNTY, FLORIDA

This is the final Renewal and Amendment No. 1 to the Continuing Contract Agreement for Environmental and Biological Support Services dated October 10, 2017 and that certain Renewal of Continuing Contract Agreement for Environmental and Biological Support Services entered into as of the 10th day of October, 2019 (collectively referred to as the "Agreement"), by and between Kimley-Horn & Associates, Inc. (CONSULTANT) and Indian River County, a political subdivision of the State of Florida, 1801 27<sup>th</sup> Street, Vero Beach, Florida, 32967 (COUNTY).

**WHEREAS**, the Parties entered into an Agreement dated October 10, 2017 and that certain Renewal dated October 10, 2019.

**WHEREAS**, Section 1 – General, Item No. 1.1 of the Agreement provides for the issuance of Purchase Orders by the COUNTY for proposed services that total less than \$15,000.00 and for proposed services \$15,000.00 and over, Work Orders shall be issued and approved by the County Administrator or Indian River County Board of Commissioners as authorized.

**WHEREAS**, Section 1, - General, Item 1.5 of the Agreement provides for the compensation for basic services to the CONSULTANT;

**WHEREAS**, the parties desire to amend Section 3 – Responsibilities of the Consultant to include e-Verify requirements;

**WHEREAS**, Section 4 -Term; Duration of Agreement, Item 4.1 of the Agreement provides for the Duration of the Agreement and the parties desire to renew the Agreement for one final additional two-year term; and

**NOW, THEREFORE**, in consideration of the following mutual covenants and agreements Indian River County, Florida and CONSULTANT agree as follows:

1. The Continuing Contract Agreement for Environmental and Biological Support Services dated October 10, 2017 and that certain Renewal dated October 10, 2019 is amended as follows:

**Section 1 – General, Item 1.1 shall read as follows:**

- 1.1 Professional services provided by the CONSULTANT for the COUNTY shall be identified in individual Work Orders prepared by the COUNTY. Purchase Orders may be issued by the COUNTY for proposed services that total less than \$35,000.00. For proposed services \$35,000.00 and over, Work Orders shall be issued and approved by the County Administrator or Indian River County Board of County Commissioners, as authorized. For the purpose of this document, Purchase Order shall be defined as a Work Order, however the amount will be less than \$35,000.00.

**Section 1 – General, Item 1.5** is hereby amended to incorporate a Revised Exhibit 1, attached to this Renewal and Amendment, describing the schedule of current hourly billing rates.

**Section 3 – Responsibilities of the Consultant** – add the following item:

3.17 Consultant is registered with and will use the Department of Homeland Security's E-Verify system ([www.e-verify.gov](http://www.e-verify.gov)) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. Consultant is also responsible for obtaining proof of E-Verify registration and compliance for all subcontractors.

**Section 4 – Term; Duration of Agreement** - The Agreement is hereby renewed for an additional two-year period beginning on October 11, 2021 and ending on October 10, 2023.

**Section 8 – Termination** – add the following item:

8.8 TERMINATION IN REGARDS TO F.S. 287.135: CONSULTANT certifies that it and those related entities of CONSULTANT as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, CONSULTANT certifies that it and those related entities of CONSULTANT as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. COUNTY may terminate this Contract if CONSULTANT is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes. COUTNY may terminate this Contract if CONSULTANT, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

Except as supplemented herein, the terms and conditions of the Continuing Contract Agreement shall remain in full force and effect. To the extent of any conflict between the terms of this Amendment and the terms of the Continuing Contract Agreement, the terms of this Amendment shall control.

This Amendment No. 1, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida.

[THE REMAINDER OF THIS PAGE WAS LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, this Renewal and Amendment No. 1 to Agreement is executed by the authorized representatives of the parties as of the day and year first above written.

**CONSULTANT:  
KIMLEY-HORN &  
ASSOCIATES, INC.**

**BOARD OF COUNTY COMMISSIONERS  
OF INDIAN RIVER COUNTY**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Joseph E. Flescher, Chairman**

**Title:** \_\_\_\_\_

**BCC Approved Date:** \_\_\_\_\_

**Attest: Jeffrey R. Smith, Clerk of Court and Comptroller**

**By:** \_\_\_\_\_

**Deputy Clerk**

**Approved:** \_\_\_\_\_

**Jason E. Brown, County Administrator**

**Approved as to form and legal sufficiency:** \_\_\_\_\_

**William K. DeBaal, Deputy County  
Attorney**

## Exhibit 1

### RFQ # 2017053 -Continuing Environmental and Biological Support Services for Civil and Environmental Engineering Projects

#### IRC Project No. 1720

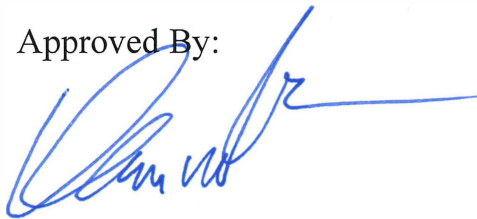
#### SCHEDULE OF HOURLY BILLING RATES

Effective October 11, 2021 to October 10, 2023, the following rates are utilized in calculating invoices for services:

Senior Professional	\$173.60 - \$244.13
Registered Professional	\$135.63 - \$189.88
Professional 2	\$113.93 - \$135.63
Professional 1	\$92.22 - \$119.35
Designer	\$113.93 - \$130.20
Senior Support Staff	\$70.52 - \$92.22
Support Staff	\$54.25 - \$75.95

Reimbursable expenses will be billed at 4.6% of labor. Direct expenses (laboratory, Phase II well drilling etc.) will be in addition to the labor and reimbursable expenses. Permit application fees will be paid by the County.

Approved By:



Kevin Roberson  
Senior Vice President

Date: \_\_\_\_\_

9/23/21