

EXHIBIT "A"**VENDOR'S SCOPE & ESTIMATE**

December 31, 2024

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

RE: Nassau County Contract for Professional Services (CS-23-085)
Blackrock Community Park Consulting Services - Construction Documents

Dear Mr. Robertson:

Kimley-Horn and Associates, Inc. ("Kimley-Horn") 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 Blackrock Community Park ("the Project"). 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. Our project understanding, scope of services, schedule, and fee estimate are provided below.

Project Understanding

Nassau County Parks is requesting professional site improvement design and permitting services for the Blackrock Community Park located at the corner of Heron Isles Parkway and Blackrock Road in Yulee, Florida. The park property is approximately 21 acres and will be developed in phases. Phase 1, which will be designed under this contract, is approximately six acres containing ten pickleball courts, four of which will be covered with a prefabricated shade structure, an accompanying parking lot, stormwater pond, playground, prefabricated restroom building, prefabricated pavilions and an additional parking lot for these elements. A sidewalk is proposed to connect improvements and connect to the existing sidewalks along Heron Isles Parkway and Blackrock Road. Project programming is based on the Draft Blackrock Community Park site plan prepared by Perez Planning + Design, LLC provided to Kimley-Horn at an initial meeting held on August 14, 2024 with the Client and a review meeting specifically to discuss Blackrock Community Park on October 11, 2024. The dashed black line in the image below generally denotes the improvements included in Phase 1.



Blackrock Community Park Conceptual Plan



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 in-person project kick-off meeting with Nassau County Parks.
2. Two virtual meetings, one at the 60% and one at the 100% design milestones will also be provided as a part of this task. Requests to attend additional meetings will be provided as additional services.
3. Kimley-Horn will coordinate with the Client's surveyor 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 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 will 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, shade structure 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

Using the concept plan prepared by others provided to Kimley-Horn on October 11, 2024, Kimley-Horn staff will prepare a site plan for the Project depicting the park improvements and parking lots. 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 and parking. Kimley-Horn will submit the site plan to the Client for review and approval. Kimley-Horn will address two rounds of Client comments. This may require revisions to the provided concept plan to ensure it meets code and design requirements.

The Client has already selected playground equipment and surfacing with Game Time. Kimley-Horn will be responsible for siting the playground but will not be selecting any playground equipment or surfacing. The Client shall provide the playground plan in CAD or similar software set to a specific scale for Kimley-Horn to use in the site plan. Kimley-Horn will coordinate with the Client and/or Game Time to provide drainage required at the playground.

As part of this Task, Kimley-Horn will coordinate with the Client's Surveyor, Geotechnical Engineer, Architect and Game Time 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, shade structures, pavilions, and possible plant pallets to be utilized in the development of this project. Prefabricated restroom, shade structure and pavilion options may be presented at this time. Kimley-Horn will not design or sign and seal structural drawings under this contract.

Deliverables for this task will be presented on 11” x 17” schematic design plans 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. 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 and selections from Task 3 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/sediment control plan, 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, for an intermediate design progress set for Client review and comment and one (1) “100%” design level, suitable for permitting and construction. Kimley-Horn will prepare an Opinion of Probable Construction Cost at the “60%” and “100%” progress sets for The Client to use for budgeting purposes only. Opinions of Cost are not cost estimates and are subject to elements out of control of Kimley-Horn such as labor, materials, equipment or services by others. Kimley-Horn cannot guarantee that proposals, bids or actual costs will not vary from Opinions of Cost.

The following services will be provided for each subtask:

1. **Master Site Plan** – Plan will identify the improvements of 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 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 excluded from this Agreement.

4. **Detailed Site Plan** – Based on site plan from Task 2 and the selected elements from Task 3, the Hardscape Plan will identify material type, location and quantity. Final selections of site furnishings, colors and finishes will be identified within the Detailed Site Plan and accompanying details.
5. **Horizontal Control Plans** – Based on the site survey, Kimley-Horn will dimension the improvement 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 approved by the Client.
6. **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 provide guidance on grading for the pickleball courts and playground surface to provide drainage meeting guidelines for play surfaces. 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.

7. **Water and Sewer Utility Plans** – Kimley-Horn will develop utility plans for 1) sanitary sewer collection and 2) a water distribution system adequate for domestic uses and fire protection. It is assumed the existing public water and sewer mains serving the property will be sufficient for this expansion. Should public main extensions be required, this design can be provided as an additional service. KH will submit for fire flow test for water and Kimley-Horn will submit the utility availability request with the utility provider. Private water service connections on the

project site for restrooms and minor domestic services – water fountains, irrigation and quick coupler locations for cleaning.

It is assumed no offsite water or sewer routing will be required and that connection to the utilities will be adjacent to the property in the Nassau County Right-of-Way.

Kimley-Horn will coordinate with the local electric company to site the transformers to be utilized for the included improvements but are not responsible for electrical connections or plans of any kind.

8. **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 selected in Task 3.

Details will be provided for materials, hardscape sections and prefabricated site furnishings using the approved selections made during the 30% and 60% reviews with the Client. The details will include manufacturers, colors, style of the selected amenities. Specifications will be provided on plan sheets only.

9. **Planting Plan** – Kimley-Horn will prepare a Planting Plan that will consist of the following:
 - a. Location and species of existing trees to be preserved
 - 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

Based on the October 11, 2024 meeting, it is understood that planting should be designed to fit the theming and programming of the park. The planting plan will meet the requirements of the Nassau County code, and plantings may be proposed in addition to what is required by the code. This task shall consist of two (2) rounds of reasonable comments from the County.

10. **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). 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 considered an additional service.

**Task 5 – Site Lighting Plans**

Kimley-Horn will prepare a site lighting plan for the proposed site. These plans will be sufficient to provide foot-candle measurements for the permit set submittal. Kimley-Horn will coordinate with the Client and Client's Architect, Electrical Engineer and lighting manufacturer using the pre-approved lighting fixtures. Kimley-Horn will locate lights for the following; parking lots, pedestrian light poles, and landscape accent lighting. Key elements of the plan may include area lighting, pedestrian light poles, tree up lighting and front entry sign lighting. This task does not include preparation of electrical engineering plans associated with the project's lighting. Life-safety lighting and signage is specifically excluded from our scope of services.

Task 6 – Permitting & Agency Response

On behalf of the Client, 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)

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. Kimley-Horn 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, Kimley-Horn 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 7 – 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 8 – Dry Utility Coordination (Hourly)**

This task is for the dry utility coordination with the dry utility providers. Kimley-Horn's utility coordination will entail the utilization of the civil and electrical drawings (prepared and provided by others) associated with the project. This task is an hourly coordination task with the dry utility providers to initiate each utility provider's design for providing services to the project and may consist of the following:

- a) Make dry utility provider requests for service.
- b) Make submittals to utility providers for utility design coordination.
- c) Support to Client and project team for dry utility coordination.

This task does not include any design, review of electrical plan sufficiency or construction phase services.

Task 9 – 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:

- a) Attend periodic construction meetings at the request of the client.
- b) Review of shop drawings and submittals required for the site improvements shown within our CDs and design documents.
- c) Review and reply to Contractor's request for information (RFIs) during the construction phase.
- d) Review of contractor provided 'as-built' documents as required by Agencies Having Jurisdiction.
- e) Assist with obtaining final inspections and Certifications of Completion, as required for project close-out.
- f) Submit Certifications of Completion as required to appropriate agencies.

If Kimley-Horn provides construction phase services, Kimley-Horn 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. Kimley-Horn's visits shall be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by Kimley-Horn. Kimley-Horn 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 10 – 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:

- a) Value engineering services
- b) Off-site improvements



- c) Overhead structures or structural engineering, including any retaining wall design
- d) Site visits or meetings beyond those listed above
- e) Stormwater Modeling outside of the enclosed scope
- f) Environmental analysis and engineering including site contamination and site restoration
- g) Preparation of 3D renderings
- h) Revisions to completed construction documents requested by the Client after the finalization of the site plan
- i) Traffic Impact Analysis
- j) Offsite Turn Lanes or Roadway Improvements
- k) Electrical plans
- l) Building services

INFORMATION SUPPLIED BY THE CLIENT

The following information, upon which Kimley-Horn will rely, will be provided to Kimley-Horn 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 through 7 for a lump sum amount described below, inclusive of expenses.

Kimley-Horn will perform the Services in Tasks 8 through 10 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.

Task	Description	Fee
1	Project Coordination and Team Meetings	\$4,500
2	Site Planning	\$8,000
3	"30%" Schematic Design Plans	\$5,000
4	Construction Drawing (CD) Preparation Services	\$140,000
5	Site Lighting	\$6,500
6	Permitting & Agency Response	\$25,000
7	Bidding Services	\$8,000
8	Dry Utility Coordination	Hourly*
9	Construction Phase Services	Hourly*
10	Additional Services	Hourly*
Lump Sum Total		\$197,000

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

Hourly Fees per CS-23-085 Agreement	
Staff Classification	Hourly Rates
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

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


Mike Mullis, PLA
Vice President

Nassau County Parks & Recreation

SIGNED:

PRINTED NAME: _____

TITLE: _____

DATE: _____