

ADDENDUM AGREEMENT FOR CONSULTING SERVICES BETWEEN ALACHUA COUNTY AND KIMLEY-HORN AND ASSOCIATES, INC

This Addendum entered into by and between Alachua County, a charter county and a political subdivision of the State of Florida (the "County"), and Kimley-Horn and Associates, Inc. (the "Consultant"), supplements the terms and conditions of the Agreement for Consultant Services, dated May 26, 2015, by and between the City of Venice Florida and the Consultant . Collectively, the County and the Consultant are referred to herein as the "Parties" and individually, as appropriate, as a "Party."

WHEREAS, the County requires the services of a Professional Land Use Planning Consultant to provide support services for developing amendments to the County's Unified Land Development Code ("ULDC"); and

WHEREAS, the Consultant is qualified to provide these services; and

WHEREAS, the Consultant was selected through a competitive selection process and entered into the Agreement for Consultant Services, dated May 26, 2015 (the "Agreement") with the City of Venice, Florida, to provide Land Use Planning services including providing support services for developing amendments to the ULDC; and

WHEREAS, pursuant to Section 22.11 (15) of the Alachua County Procurement Code, the procurement of the services to be provided by the Consultant to the County pursuant to this Addendum are exempt from the County's formal bidding and request for proposal processes; and

WHEREAS, the County and Consultant agree to the terms and conditions contained in the Agreement, except as modified herein, for the Consultant to provide support services for developing amendments to the County's ULDC.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto do mutually agree as follows:

1. The recitals set forth above are true, correct, and are incorporated into and made part of this Addendum.
2. The Parties agree to be bound by all terms and conditions of the Agreement as authorized by Section 22.11 (15) of the Alachua County Procurement Code, except as modified below:
 - a. All references in the Agreement to the "City" shall, for the purposes of this Addendum mean the "County".
 - b. **Article II** of the Agreement, **Work Assignments**, is hereby deleted and replaced in its entirety for the purposes of this Addendum to read:

For this Project, the County shall, authorize Consultant in writing to provide professional services under the terms of this Addendum. Said authorization will be referred to herein as an "Alachua County Work Assignment," the form for which is attached hereto as **Attachment "A"**. Work Assignments will, by mutual agreement, set forth (1) the scope of services, (2) the deliverables, (3) the time of performance, (4) method and amount of compensation, and (5) the Project or Projects under ARTICLE I of the Agreement which is/are applicable. The provisions of this Addendum will apply to each and every Work Assignment unless otherwise agreed to in writing.

- c. **Article V** of the Agreement, **Method of Compensation**, is hereby amended by the addition of the following provisions:

E. As a condition precedent for any payment, the Consultant shall submit invoices to the County requesting payment for services properly rendered and expenses due in accordance with **Exhibit A**. The Consultant's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to a fee and the person(s) rendering such service. The Consultant's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall constitute the Consultant's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Addendum, all services provided have served a public purpose, all obligations of the Consultant covered by prior invoices have been paid in full, and the amount requested is currently due and owing, there being no reason known to the Consultant that payment of any portion thereof should be withheld. Submission of the Consultant's invoice for final payment shall further constitute the Consultant's representation to the County that, upon receipt by the Consultant of the amount invoiced, all obligations of the Consultant to others, including its consultants, incurred in connection with the work, will be paid in full. The Consultant shall submit invoices to the County at the following address:

Alachua County Board of County Commissioners
Growth Management Director
10 S.W 2d Ave
Gainesville, FL 32601

F. All invoices for payments shall be processed and paid in accordance with the provisions of Chapter 218, Part VII, Florida Statutes ("Local Government Prompt Payment Act"). The County shall remit all payments to:

Kimley-Horn and Associates, Inc.
PO BOX 932520
Atlanta, GA 31193-2520

- d. **Article XII** of the Agreement, **Insurance**, is hereby deleted and replaced in its entirety for the purposes of this Addendum to read:

The Consultant will procure and maintain insurance throughout the entire term of this Addendum of the types and in the minimum amounts detailed in **Attachment "B"**. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Attachment "C"**.

- e. **Article XVI** of the Agreement, **Venue and Governing Law**, is hereby deleted and replaced in its entirety for the purposes of this Addendum to read:

This Addendum shall be governed and construed in accordance with the laws of the State of Florida. Sole and exclusive venue for all actions related to or arising under this Addendum shall be in Alachua County, Florida.

3. As agreed to by both Parties, the following provisions are included in this Addendum

- a. Notice. Except as otherwise provided in this Addendum, all notices to be provided under this Addendum from either party to the other party must be by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii) by personal delivery with receipt, or (iii) via electronic mail. All notices shall be deemed two (2) business days after mailing, unless delivery is by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Consultants' and County's representatives are:

County:

Alachua County Board of County Commissioners
Growth Management Director
10 S.W 2d Ave
Gainesville, FL 32601
[insert email address]

Contractor:

Kimley-Horn and Associates, Inc.
747 SW 2nd Avenue, Suite 171
Gainesville, FL 32601
allison.megrath@kimley-horn.com
ATTN: Allison Megrath

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Jess" Irby, Esq.
Clerk of the Court
12 SE 1st Street
Gainesville, FL 32602

and

Procurement Division
12 SE 1st Street
Gainesville, Florida 32601
Attn: Contracts/Grants

ATTN: Finance and Accounting

4. This Addendum, when executed by both Parties, shall become binding on both Parties as an addendum and modification to the Agreement. All other terms, conditions, and obligations set forth in the Agreement shall remain in full force and effect

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Charles S. Chestnut, IV, Chair
Board of County Commissioners
Date: _____

ATTEST:

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk

Alachua County Attorney's Office

(SEAL)

Consultant

Witness

By: _____
Print: Ashley Par-Due
Title: Administrative Support

By: _____
Print: Malcolm L. Bryant
Title: Vice President
Date: 10/15/19

IF THE CONSULTANT IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION.

ATTACHMENT A

ALACHUA COUNTY WORK ASSIGNMENT PURSUANT TO THE ADDENDUM BETWEEN THE COUNTY AND KIMLEY-HORN AND ASSOCIATES, INC.

WHEREAS, Alachua County (the "County") and Kimley-Horn and Associates, Inc. (the "Consultant") have entered into an Addendum to the Agreement dated May 26, 2015 between the City of Venice, Florida ("City") and the Consultant whereby the Consultant would perform professional services for the County pursuant to an executed Work Assignment; and

WHEREAS, the County wishes to authorize the Consultant to perform professional services concerning an update to the Alachua County Unified Land Development Code ("ULDC) as more particularly described in the Scope of Services contained herein; and

WHEREAS, the Consultant wishes to perform such professional services.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in the Addendum to the Agreement and in this Work Assignment, the parties agree as follows:

1. Scope of services to be performed. Consultant shall perform the services described in the Scope of Services, which includes a fee schedule and project schedule attached hereto as **Exhibit "A"**.
2. The County shall pay the Consultant a lump sum payment of \$178,500.00 for performance of the professional services specified in this Work Assignment payable in accordance with the deliverable tasks contained in **Exhibit "A"**.
3. Time for completion. Consultant shall complete the professional services specified in this work assignment within 365 days from the date of this Work Assignment.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ALACHUA COUNTY, FLORIDA

By: _____
Charles S. Chestnut, IV, Chair
Board of County Commissioners
Date: _____

ATTEST:

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk

Alachua County Attorney's Office

(SEAL)

Consultant

Witness
By: _____
Print: Ashley D. Due
Title: Administrative Support

By: _____
Print: Malcolm L. Bryant
Title: Vice President
Date: 10/15/19

IF THE CONSULTANT IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION.

EXHIBIT A
CONSULTANT TASK ASSIGNMENT AND SCOPE OF WORK ALACHUA COUNTY WORK
ASSIGNMENT:

Alachua County Unified Land Development Code Update

Alachua County plans to adopt a major Comprehensive Plan update in the Fall of 2019. The update includes numerous policy revisions that will require implementation in the County's Land Development Regulations (Title 40, Alachua County Code) which are known as the Unified Land Development Code (ULDC). The County last underwent a major ULDC overhaul in 2005. Since that time there have been numerous amendments and revisions to meet the policy directives of the County Commission.

The project will include two primary work products. The first will be a Best Practices Report detailing a review of the County's existing ULDC, with input from County Staff and stakeholder groups to determine areas of conflict, inconsistency, and overall functionality of the Code. This will include a review of staff review procedures and review boards and identify needed amendments.

The second work product will be the full update to the County's ULDC which will include necessary amendments based on the upcoming Comprehensive Plan adoption as well as the recommendations of the Best Practices Report that are accepted by the County Commission. The project will rely on public engagement to understand the needs of interest groups, the development community, and other interested stakeholders. The outreach efforts will include stakeholder interviews/workshops, and presentations to the public at public meetings.

All work product documents and presentations must meet current Web Content Accessibility Guidelines (WCAG): <https://www.w3.org/TR/WCAG/>. It is understood that County Staff will be responsible for updating the County website with project information prepared and provided by the Consultant.

Project Objectives

- Build stakeholder consensus (internally and externally) and identify issues with the current ULDC.
- Review the adopted ULDC with input from County Staff to determine areas of conflict, inconsistency, and functionality of the ULDC including an examination of Staff review procedures and review boards. Identify recommended amendments. Provide a best practices approach for updating the Code to fix the conflicts, inconsistencies and functionality.
- Update the County's ULDC to include necessary amendments based on the upcoming Comprehensive Plan adoption as well as the recommendations of the Best Practices Report that are accepted by the County Commission.

Project Tasks and Deliverables

Project Kick-off

Internal Kick-off Meeting/Data Collection/Coordination

The Consultant and County Staff will hold one (1) kick-off meeting to discuss project

expectations including invoicing, quarterly reporting, and all other relevant project information. Prior to the meeting, the Consultant will identify data and information needs for the update of the County's ULDC.

The Consultant will Develop an Amendment Matrix ("Matrix") to track proposed changes based on input from Consultants, County Staff, the public, stakeholders, and the Board of County Commissioners. Revisions to the Matrix will be continuous throughout the life of the project and used as a basis for the proposed amendments to the ULDC.

The County will provide a written summary of the meeting.

Responsible Parties: Summary of Meeting - Alachua County

Draft Amendment Matrix – Consultant Team

County Field Visit

The Consultant and County Staff will schedule, coordinate, and conduct a tour of the County to see issues known by County Staff in the field. The Consultant will work with County Staff to identify locations within the County to see how application of the ULDC has affected the built environment. This field visit will provide a clearer understanding to the Consultant Team of relevant issues under the current ULDC. The coordination of this event will include scheduling, choosing an appropriate route, and preparing a map for attendees (limited to County Staff and Consultant team). It is anticipated that this will be a half-day event. The Consultant will provide County Staff with a summary of notes taken during the field visit.

Responsible Party: Consultant Team

Board of County Commissioners/Public Kick-off Meeting or Workshop

The Consultant will hold a public kick-off meeting or workshop (as determined by County Staff) with the Board of County Commissioners to discuss project purpose, timeline and expectations. The meeting or workshop will be open to the public. The County Staff shall be responsible for all advertising and public notice of the meeting or workshop. The Consultant will prepare a PowerPoint presentation, handouts, and a sign in sheet for the meeting or workshop. The Consultant will provide the County Staff with a summary of the meeting or workshop.

Responsible Party: Consultant Team

Lump Sum Fixed Fee for Task 1: \$34,000.00

Task	Deliverable
1.1	Meeting notes and draft Amendment Matrix
1.2	County field visit summary notes
1.3	County Commission project kick-off presentation, handouts, sign in sheet, and meeting summary

Review Existing Practices and Develop Best Practices Report

External Stakeholder Interviews

Consultant will conduct interviews with external ULDC users, including organizations active in development design (e.g., local design consultants and engineers, Builder's Association of North Central Florida, Gainesville Alachua County Association of Realtors). The external stakeholder interviews will be used to understand how the County's ULDC is working for frequent users and the public. Prior to conducting interviews, consultant will develop interview template for review by County project manager. Consultant will conduct up to eight (8) interviews with external ULDC users based on a list agreed upon with the County project manager. Additional interviews may be conducted as requested in writing by County Staff as an Additional Service.

Responsible Party: Consultant Team

Internal Stakeholder Interviews

Consultant will conduct interviews with internal ULDC users, including County staff from multiple departments (Growth Management, Environmental Protection Department, Public Works, Fire Rescue). The internal stakeholder interviews will be used to understand how the County's ULDC is working for frequent users. Prior to conducting interviews, Consultant will develop interview template for review by County project manager. County Staff will also provide the Consultant with any recurring issues that have come up in the review of projects over the last several years. Consultant will conduct up to eight (8) interviews with internal ULDC users based on a list agreed upon with the County project manager. Additional interviews may be conducted as requested in writing by County Staff as an Additional Service.

Responsible Party: Consultant Team

Review Existing ULDC and Current Practices and Develop Best Practices Report

Consultant will review the existing Alachua County ULDC. The review should identify inconsistencies, duplication, organizational and usability issues. This will include a review of staff review procedures and review boards and identify needed amendments. County Staff will assist the Consultant in this review as needed. The Consultant will develop a Best Practices Report summarizing the key lessons learned from the interviews and ULDC review. The Best Practices Report should include current practices in planning codes including but not limited to goals of: protecting natural resources, collapsing zoning districts to allow for adaptability of structures and uses, eliminating parking minimums, providing for additional affordable housing through infill development, supporting multimodal design and human scaled development, encouraging redevelopment and supporting the agricultural economy. The report should identify existing strengths and weaknesses in the County ULDC towards these and other policy goals identified in the County Comprehensive Plan. The report will be used as a reference to guide subsequent ULDC amendments. The Consultant will review report with the County project manager and make up to one (1) revision to the Best Practices Report based on input from the County project manager prior to presenting to the County Commission.

Responsible Party: Consultant Team

Present Best Practices Report to County Commission

The Consultant will present the findings of the Best Practices Report to the County Commission at a meeting or workshop to be determined by the County project manager. The County Staff shall be responsible for all advertising and public notice of the meeting or workshop. The

Consultant will prepare a PowerPoint presentation, and a sign in sheet for the meeting or workshop. The Consultant will provide the County Staff with a summary of the meeting or workshop.

Responsible Party: Consultant Team

Lump Sum Fixed Fee for Task 2: \$57,000.00

Task	Deliverable
2.1	Interview template and written summary of external interviews
2.2	Interview template and written summary of internal interviews
2.3	Best Practices Report
2.4	Present Best Practices Report to County Commission, presentation, sign in sheet, and meeting summary

Draft ULDC Amendments and Public Outreach

Review Evaluation and Appraisal Report and Subsequent Comprehensive Plan Based Amendments and Update Matrix

The Consultant team will review the Evaluation and Appraisal Report (EAR) based Comprehensive Plan Amendments in order to identify necessary ULDC amendments. Additionally, there were policy issues identified during the Evaluation and Appraisal process that the County Commission indicated should be updated in the ULDC regardless as to whether they required an amendment to the Comprehensive Plan. County Staff will provide Consultant with a listing of these items. The Consultant will update the Matrix developed in Task 1 based on EAR, and the recommendations of the Best Practices Report that are accepted by the County Commission under Task 2. Consultant will review the Draft ULDC Amendments Matrix with County Staff and make up to one (1) revision to the Matrix based on County Staff input.

Responsible Party: Consultant Team

Public Outreach Workshop

The Consultant team will hold one (1) evening public outreach workshop detailing the ULDC Amendment Matrix Items. Consultant will collect public comment and feedback on the ULDC Amendment Matrix. Consultant will revise the ULDC Amendment Matrix based on input received at the public outreach workshop. The County Staff shall be responsible for the workshop location logistics, as well as all advertising and public notice of the workshop. The Consultant will prepare a PowerPoint presentation, handouts, and a sign in sheet for the meeting or workshop. The Consultant will provide the County Staff with a summary of the meeting or workshop.

Responsible Party: Consultant Team

Draft ULDC Amendments

The Consultant will develop draft ULDC amendments based on the ULDC Amendment Matrix

and public comments received. It is understood that simplified graphics, photographs and images may be used to convey certain topics. Consultant will review the draft ULDC amendments with County Staff over a series of six (6) 2-hour meetings. The Consultant will have additional meetings with County Staff regarding the Draft ULDC Amendments as requested in writing by County Staff as an Additional Service. The Consultant will rely upon the County Staff to provide GIS information, as necessary. It is understood the County will be responsible for notifying property owners and processing of zoning (rezoning) requests if amendments to the Official Zoning Map are identified and necessitated.

Responsible Party: Consultant Team

Present Draft ULDC Amendments to the County Commission

The Consultant will present the Draft ULDC Amendments to the County Commission at a meeting or workshop as determined by County Staff. The County Staff shall be responsible for all advertising and public notice of the meeting or workshop. The Consultant will prepare a PowerPoint presentation, and a sign in sheet for the meeting or workshop. The Consultant will provide the County Staff with a summary of the meeting or workshop.

Responsible Party: Consultant Team

Final ULDC Amendments

The Consultant will revise the Draft ULDC amendments based on the comments received from the County Commission and prepare Final ULDC Amendments which are ready for adoption. Consultant will review the Final ULDC Amendments Matrix with County Staff at one (1) 2-hour meeting and make up to one (1) revision to the Matrix based on County Staff input. The Consultant will provide the Final ULDC Amendments to County Staff electronically in both strikethrough/underline and blackline format.

Responsible Party: Consultant Team

Present Final ULDC Amendments to the County Commission

The Consultant will provide a PowerPoint presentation summarizing the project timeline, stakeholder involvement, obstacles that were overcome, and achieved resolutions to identified issues and present the updated version of the ULDC for final adoption to the County Commission.

Lump Sum Fixed Fee for Task 3: \$87,500.00

Task	Deliverable
3.1	Update ULDC Amendment Matrix
3.2	Public outreach workshop notes and written summary of comments received
3.3	Draft ULDC Amendments

Task	Deliverable
3.4	Present Draft ULDC Amendments to County Commission and provide sign in sheet, and meeting summary
3.5	Final ULDC Amendments
3.6	Present Final ULDC Amendments to County Commission and provide sign in sheet, and meeting summary

Additional Services

Any services not specifically provided for in the above scope will be billed as Additional Services and performed at the Consultant's then current hourly rates. Additional Services include, but are not limited to, the following:

1. Additional site visits beyond those listed above;
2. Any other professional consulting service not specifically detailed in the Scope of Services;
3. Meetings, workshops, public hearings and similar beyond those identified above.
4. Post ULDC adoption comprehensive plan amendments (scope and fee to be provided post adoption based on the agreed upon amendments).
5. Infrastructure analysis beyond that referenced in the above scope of services.
6. GIS information creation, analysis or manipulation of data, or the creation of infrastructure information from non-GIS sources.
7. Additional revisions beyond those referenced in the above scope of services.
8. Any additional community planning, urban design, economic and engineering studies and Codes other than prescribed in this scope.
9. Development review including the review of "test cases."
10. Transportation analysis and modeling.
11. Development of design and/or architectural standards.
12. Additional reproduction needs for draft/final documents referenced in the above scope of services.

Total Lump Sum Fixed Fees: \$178,500

Project Timeline and Notes

Task 3.5 shall be completed prior to November 2, 2020.

Project shall commence upon execution of Contract.

County Staff will solicit public input throughout the project from the County's website and social media platforms. Public input gathered in this manner will be provided to the Consultant.

Each deliverable document will include a County Staff review prior to completion. Staff review comments will be provided to the Consultant within a two week timeframe.

Additional necessary public meetings or other tasks will be issued through additional task assignments using the Consultant's established hourly rates.

Attachment B: Insurance Requirements

TYPE "B" INSURANCE REQUIREMENTS "Professional or Consulting Services"

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

I. COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

II. AUTOMOBILE LIABILITY.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

III. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY.

- A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- B Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

IV. PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).

Professional (E&O) Liability must be afforded for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate

V. OTHER INSURANCE PROVISIONS.

- A The policies are to contain, or be endorsed to contain, the following provisions:
- B Commercial General Liability and Automobile Liability Coverages
 - 1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
 - 2 The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.
- C All Coverages
 - 1 The Contractor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

VI. SUBCONTRACTORS

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER:

Alachua County Board of County Commissioners

Attachment C: Certificate of Insurance