

BOARD OF COUNTY COMMISSIONERS

REGULAR MEETING

SCHOOL BOARD ADMINISTRATIVE COMPLEX

372 WEST DUVAL STREET

June 02, 2022 at 9:30 AM

AGENDA

Opportunity for public comment shall be in accordance with Rule 4.704. Each person who wishes to address the Commission regarding the Consent Agenda or any Discussion and Action Agenda Item shall complete one comment card for each item and submit the card or cards to County staff in the front of the meeting room. Cards shall be submitted before the meeting is called to order.

Rules of decorum and rules for public participation are attached to the agenda handouts.

Invocation (Commissioner Rocky Ford)

Pledge to U.S. Flag

Additions or Deletions

Approval of Agenda

Proclamations

Robby Hollingsworth, Chairman

- (1) Proclamation 2022-07 - Workplace Safety Awareness Month (p.1)

Presentations to the Board

Richardson Community Center Board

- (1) Presentation of Check - Washer and Dryer - \$8,500 (p.3)

Kimi Roberts and Terri Philips

- (2) Request to Support Taste of Columbia - \$3,000 (p.4)

Donald Savole, President/CEO of Meridian Behavioral Health

- (3) Annual Report Presentation (p.5)

Public Hearings

Approval of Consent Agenda

Adoption of Consent Agenda

Discussion and Action Items

Kevin Kirby, Assistant County Manager

(1) FY 22/23 Small County Consolidated Solid Waste Grant Application (p.6)

(2) Grant Funded Road Projects (p.13)

David Kraus, County Manager

(3) RFQ 2022-K - Misdemeanor Offender Supervision Services (p.15)

(4) BA 22-70 - RFQ 2022-U - Planning and Engineering Review Services (p.39)

Open Public Comments to the Board – 2 Minute Limit

Staff Comments

Updates from the County Manager (p.84)

Commissioner Comments

Adjournment



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. The first meeting of every month is at 9:30AM while the second meeting of every month takes place at 5:30PM. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 5/25/2022 Meeting Date: 6/2/2022

Name: Ellen Snyder/Ben Skipper Department: BCC Administration

Approved By:

A handwritten signature in blue ink, appearing to be "Ellen Snyder" or "Ben Skipper", is written over a horizontal line.

1. Nature and purpose of agenda item:

Proclamation 2022-07 June Workplace Safety Awareness Month

2. Recommended Motion/Action:

Approve Proclamation 2022-07

3. Fiscal impact on current budget.

This item has no effect on the current budget.

**COLUMBIA COUNTY, FLORIDA
PROCLAMATION 2022-07**

**WORKPLACE SAFETY AWARENESS MONTH
JUNE 2022**

WHEREAS, safe and healthy workplaces are vital to our well-being and the economic prosperity of the commonwealth; and

WHEREAS, each year more than 100,000 Florida workers suffer serious job-related injuries or illnesses and more than 70 Florida workers die in work-related incidents; and

WHEREAS, workplace safety requires the cooperation of all levels of government, business, and industry, as well as the general public; and

WHEREAS, implementing health and safety programs can improve Florida's business performance and contribute to the local economy and job force; and

WHEREAS, workplace injuries lead to increased medical and worker compensation costs, and diminishes productivity of employees; and

WHEREAS, accidents and injuries in the workplace are preventable, and employees and employers must be engaged, educated, and aware of safety practices and policies; and

WHEREAS, the National Safety Council has designated June as National Safety Month and provides resources to promote safety in the workplace, as well as at home and while driving; and

WHEREAS, promoting good workplace safety and health practices are endeavors worthy of the support of all Floridians.

NOW THEREFORE, we the Board of County Commissioners of Columbia County, Florida do hereby proclaim **June as Workplace Safety Awareness Month**, and encourage all citizens to do their part to promote a safe and healthy workplace.

Dated this 2nd day of June 2022

**BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY, FLORIDA**

ATTEST:

James M. Swisher Jr. Clerk of Court

BY: _____
Robby Hollingsworth, Chairman



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Today's Date: 5/25/2022 Meeting Date: 6/2/2022

Name: Mario Coppock Department: Recreation

Approved By:

A handwritten signature in blue ink, appearing to be "Mario Coppock", written over a light blue circular stamp.

1. Nature and purpose of agenda item:

The Richardson Community Center has an industrial washer and dryer to clean football and basketball jerseys, etc. The County Recreation Department had to replace this equipment and the Richardson Community Center Board approved funds to cover half of the replacement cost. The Richardson Community Center Board will present a check to the Board of County Commissioners.

2. Recommended Motion/Action:

Presentation only - No action required

3. Fiscal impact on current budget.

This item has no effect on the current budget.



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Today's Date: 5/26/2022 Meeting Date: 6/2/2022

Name: John Crews Department: BCC Administration

Approved By:

A handwritten signature in blue ink, appearing to be "John Crews", is written over a light blue horizontal line.

1. Nature and purpose of agenda item:

Request to support Taste of Columbia. Columbia County and the City of Lake City are working together on a Farm to Table event to recognize our Agricultural community's contributions and support the community's youth. UF/IFAS Extension, the 4H program and the Future Farmers of America program, working with local farmers and chefs, will assist in a community dinner. The group requests \$3,000 from both the County and City to support the event.

2. Recommended Motion/Action:

Approve \$3,000 for Taste of Columbia

3. Fiscal impact on current budget.

This item is currently budgeted. The account number to be charged is 001-1000-511.30-31



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Today's Date: 3/28/2022 Meeting Date: 6/2/2022

Name: Amy Overstreet Department: Amy Overstreet

Approved By:

A handwritten signature in blue ink, appearing to be "Amy Overstreet", written over a light blue horizontal line.

1. Nature and purpose of agenda item:

Meridian Behavioral Health - Annual Report Presentation by Donald Savoie, President/CEO

2. Recommended Motion/Action:

None

3. Fiscal impact on current budget.

This item has no effect on the current budget.



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Today's Date: 5/25/2022 Meeting Date: 6/2/2022

Name: Kevin Kirby Department: Public Works

Approved By:

A handwritten signature in blue ink, appearing to read "K. Kirby", is written over a horizontal line.

1. Nature and purpose of agenda item:

Approval for Grant from the FDEP to assist in the cost of litter removal on county roads in the amount of \$93,750.

2. Recommended Motion/Action:

Approve

3. Fiscal impact on current budget.

This item has no effect on the current budget.

District No. 1 - Ronald Williams
District No. 2 - Rocky Ford
District No. 3 - Robby Hollingsworth
District No. 4 - Toby Witt
District No. 5 - Tim Murphy



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: David Kraus, County Manager

FROM: Kevin Kirby, Assistant County Manager / 

DATE: May 25, 2022

RE: FY 22/23 Small County Consolidated Solid Waste Grant Application

Attached please find the above referenced grant application along with the grant work plan for FY 22/23. This grant is from the Florida Department of Environmental Protection and utilized to assist in the cost of litter removal on county roads. The grant amount is \$93,750.

Upon approval by the BOCC, please have the Chairman sign and return.

Please advise if you have any questions regarding this information.

BOARD MEETS FIRST AND THIRD THURSDAY AT 5:30 P.M.

P.O. BOX 1529

LAKE CITY, FLORIDA 32056-1529

PHONE (386) 755-4100



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

DEP Form #: 62-716.900(2) F.A.C.
Form Title: Small County Consolidated
Solid Waste Management
Grant Application
Effective Date: December 17, 2013
Incorporated in Rule: 62-716.500(2), F.A.C.

Small County Consolidated Solid Waste Management Grant Application

1. Name of County Columbia County
2. Address of County P.O. Box 1529, Lake City, FL 32056-1529
3. Federal Employer Identification Number 59 - 6000564
4. Name and Title of Contact Person (person handling program on a daily basis)
Name Pam Davis Title Solid Waste Director
5. Address of Contact Person 1347 NW Oosterhoudt Lane, Lake City, FL 32055
6. Telephone Number of Contact Person (386) 752-6050 ext. 1551
7. Population of County 74,740
8. Purpose for which grant money is requested (indicate by checkmarks) per Rule 62-716.510 (1)

<input type="checkbox"/> a. Purchasing or repairing solid waste scales	<input type="checkbox"/> e. Maintenance of solid waste facilities
<input checked="" type="checkbox"/> b. Annual solid waste management program operating costs (may include waste tire and litter control and prevention)	<input type="checkbox"/> f. Education for employees or public
<input type="checkbox"/> c. Planning	<input type="checkbox"/> g. Recycling demonstration projects
<input type="checkbox"/> d. Construction of solid waste facilities	
9. Purpose for which grant money is requested detail. Please complete the two attached forms: (1) DEP - Attachment "A" Grant Work Plan; and (2) DEP Budget-Cost Analysis.
10. Name and Title of Authorized Representative
Name Robby Hollingsworth Title Chairman
11. This application is due by July 1, of each year.
12. E-Mail Address of Contact person pam_davis@columbiacountyfla.com
13. My Florida Market Place Registered Vendor Address (this address should be registered with My Florida Market Place and is the address your County wants the Reimbursement Request amount, e.g. State Warrant, sent to)
13A. Name of County (as it appears in M.F.M.P.) Winfield Solid Waste Facility
13B. Address of County (as it appears in M.F.M.P.) 1347 NW Oosterhoudt Lane, Lake City, FL 32055

14. Is your County Self-Insured for Liability Insurance, appropriate and allowable under Florida Law? YES __ NO ☒
If your county is self-insured, we must have a written statement from your Chief Financial Officer stating this. (Please Attach).

I CERTIFY that I am familiar with the information contained in this application, and that to the best of my knowledge and belief such information is true, complete and accurate. I further certify that I possess the authority to apply for this grant on behalf of this county.

Signature of Authorized Representative

Date

NOTE: This form may be submitted electronically to waste.grants@dep.state.fl.us or by mail to Financial Management and Procurement, MS 4500, Division of Waste Management, Department of Environmental Protection, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
DEP AGREEMENT NO. SC ____**

ATTACHMENT 3

PROJECT TITLE: Columbia County Small County Consolidated Solid Waste Management Grant

PROJECT AUTHORITY: Columbia County (Grantee) received funding from the Florida Legislature in the amount of \$93,750.00, through Specific Appropriation Line Item No. 1673, Solid Waste Management Trust Fund, Fiscal Year (FY) 2022-23 General Appropriations Act. The Grantee meets the threshold for a small county (population under 110,000) and received this funding under the Small County Consolidated Grants program for the purpose of subsidizing its roadside litter control program. Authority for this Project is specified in Section 403.7095, Florida Statutes (F.S.), and Chapter 62-716, Florida Administrative Code (F.A.C). Monitoring and auditing guidelines, as related to the Florida Single Audit Act, are specified in the Florida Catalog of State Financial Assistance (CSFA), No. 37.012.

PROJECT LOCATION: Roadside litter removal will be completed along 514 miles of roadways maintained by the Grantee. The litter debris will be collected from the roadways throughout Columbia County and then transported and disposed of in the Winfield Solid Waste Facility, which is located at 1347 NW Oosterhoudt Lane, Lake City, FL 32055.

PROJECT BACKGROUND: The Grantee currently maintains 514 miles of roadways within Columbia County and removes an average of 30 tons of illegally dumped materials collected annually and disposed of at the Grantee maintained landfill, Winfield Solid Waste Facility. Funds provided through this agreement allow the grantee to pay the contractual labor cost to pick up the litter from county maintained roadways. The Grantee needs this funding to help offset the cost for disposal because of its small population and limited funding resources.

PROJECT DESCRIPTION: The Grantee, through a competitively procured vendor, Boone Improvements, performs (5) cycles annually, (October 1, 2022 through September 30, 2023) on 514 miles each cycle of litter collected by hand on county maintained roadways. Approximately 30 tons of materials are collected by the contractor annually and disposed of at the Winfield Solid Waste Facility. All potentially hazardous materials are removed from the authorized areas and disposed of through the County's hazardous waste program at a properly permitted disposal site.

Additional Narrative: The Grantee's roadside litter removal program needs occur on an on-going basis year round, and as such the Grantee's operations are budgeted on an annual basis. The annual budget prepared by the Grantee exceeds the grant award amount, and it is understood that any project costs exceeding the grant funding awarded for allowable costs under this Agreement remain the sole responsibility of the Grantee.

TASKS and DELIVERABLES:

Solid Waste Disposal Tipping Fees

Task 1: Solid Waste Disposal Tipping Fees

Task Description: As part of an existing, competitively procured contract, the Grantee's contractor will pick up litter by hand along the 514 miles of roadways maintained by the Grantee. This roadside litter

removal is part of the landscaping maintenance the contractor has been procured to complete on an annual basis, performed in five (5) cycles throughout the fiscal year (October 1, 2022 through September 30, 2023). The removed debris is disposed of at Winfield Solid Waste Facility, and all potentially hazardous materials removed are disposed of at a properly permitted waste disposal site. The Grantee will: 1) conduct site inspections along the 514 miles of Grantee-maintained roadways to monitor its contractor; 2) respond to any complaints of roadside litter that may be received from the public (complaints about roadside dumping will be addressed outside of this Agreement); and 3) work with local Department staff to address any concerns with proper maintenance of the roadways. The Grantee also encourages its area citizens to contact the Department regarding any environmental concerns, which the Department may use to address performance issues with the Grantee.

Deliverables: The Grantee will submit a copy of the executed subcontract prior to any payment request for subcontracted work. The Grantee will submit copies of the paid invoices and checks. The invoices, provided by the contractor, will include reports of the waste collected, the disposal sites utilized and weight receipts. The Grantee will then use that documentation to complete either the **Tonnage Summary Report**, provided by the Department as **Exhibit 1** of this Grant Work Plan or its own comparable documentation. All documentation for deliverables may be submitted electronically, unless paper copies are requested by the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement quarterly. Payment requests shall be submitted within thirty (30) calendar days following completion of the quarter. The outlined documentation for the Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

PROJECT TIMELINE: The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Roadside Litter Control	10/1/2022	9/30/2023	Quarterly, within thirty (30) calendar days of the end of each quarter and prior to each payment request.

BUDGET DETAIL BY TASK:

Task No.	Budget Category	Budget Amount
1	Contractual Services (Subcontractor)	\$93,750.00
	Total for Task:	\$93,750.00

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, \$93,750.00
Contractual Services (Subcontractor)	\$93,750.00
Total:	\$93,750.00



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Today's Date: 5/26/2022 Meeting Date: 6/2/2022

Name: Kevin Kirby Department: Public Works

Approved By:

A handwritten signature in blue ink, appearing to be "K. Kirby", is written over the "Approved By:" label.

1. Nature and purpose of agenda item:

To provide information relating to the Grant Funded Road Projects per conversation about fuel and bituminous pricing.

2. Recommended Motion/Action:

Discussion

3. Fiscal impact on current budget.

This item has no effect on the current budget.

District No. 1 - Ronald Williams
District No. 2 - Rocky Ford
District No. 3 - Robby Hollingsworth
District No. 4 - Toby Witt
District No. 5 - Tim Murphy

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY



MEMORANDUM

TO: David Kraus, County Manager

FROM: Kevin Kirby, Assistant County Manager */k*

DATE: May 26, 2022

RE: Grant Funded Road Projects

At the May 19, 2022 BOCC meeting, the Board requested me to provide information relating to the Grant Funded Road Projects per conversation about fuel and bituminous pricing.

Your assistance in this matter is appreciated.

BOARD MEETS FIRST AND THIRD THURSDAY AT 5:30 P.M.

P.O. BOX 1529

LAKE CITY, FLORIDA 32056-1529

PHONE (386) 755-4100



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Today's Date: 5/25/2022 Meeting Date: 6/2/2022

Name: Mike Null Department: Purchasing

Approved By:

A handwritten signature in blue ink, appearing to read "Mike Null", is written over a light blue horizontal line.

1. Nature and purpose of agenda item:

RFQ 2022-K - Misdemeanor Offender Supervision Services

2. Recommended Motion/Action:

Award RFQ 2022-K to Professional Probation Services, Inc and approve the contract with an effective date of June 16, 2022

The County Manager reported to the Board during its meeting on May 19, 2022 that the current provider, Gateway Judicial Services, LLC, would cease operation effective June 15, 2022.

3. Fiscal impact on current budget.

This item has no effect on the current budget.

District No. 1 - Ronald Williams
District No. 2 - Rocky Ford
District No. 3 - Robby Hollingsworth
District No. 4 - Toby Witt
District No. 5 - Tim Murphy



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

DATE: May 25, 2022
TO: Board of County Commissioners
FROM: Mike Null, Purchasing Officer *RMW*
RE: Agenda—June 2, 2022
RFQ 2022-K Misdemeanor Offender Supervision Services

On May 24, 2022, the County received two (2) responses to RFQ 2022-K; a listing of the received responses is attached.

An Evaluation Committee appointed by the County Manager, including Charles Hydovitz, Court Administrator, Mike Null and David Kraus, reviewed and ranked the responses (Statements of Qualifications). There was a unanimous conclusion that Professional Probation Services, Inc. (PPS) ranked the highest (copies of individual Evaluation Sheets and a Final Ranking Sheet are attached).

The County Manager reported to the Board during its meeting on May 19, 2022 that the current provider, Gateway Judicial Services, LLC, would cease operation effective June 15, 2022 and that staff needed authorization to proceed with bringing a proposed contract to the Board on June 2nd based upon its evaluation, ranking and tentative contract negotiation.

Staff hereby recommends the Board award **RFQ 2022-K** to **Professional Probation Services, Inc.** and to approve the contract with an effective date of **June 16, 2022** as per attached.

BOARD MEETS FIRST THURSDAY AT 9:30 A.M. AND THIRD THURSDAY AT 5:30 P.M.

SUBMISSIONS
Columbia County, Florida
Board of County Commissioners

Date: May 24, 2022
RFQ-2022-K
Misdemeanor Offender Supervision Services

Company/Firm Name
EAST COAST COURT SERVICES
PROFESSIONAL PROBATION SERVICES

Witnessed by: LaShanda Taylor and Mike Null

EVALUATION SHEET
PROFESSIONAL PLANNING & ENGINEERING REVIEW SERVICES
RFQ-2022-K

Columbia County, Florida
Board of County Commissioners
Criteria for Ranking:

FIRM/ COMPANY	Letter Of Interest	Qual/ Bkgrd Entity	Qual Of Staff	Respon Forms	Total Points	Rank
	0-10	0-40	0-20	0-30	0-100	
EAST COAST COURT SERVICES	9	35	18	20	82	2
PROFESSIONAL PROBATION SERVICE	10	40	20	25	95	1

Signature of Rater: (on file) Print Name: Hydovitz, Charles
Date: 5/24/22

EVALUATION SHEET
PROFESSIONAL PLANNING & ENGINEERING REVIEW SERVICES
RFQ-2022-K

Columbia County, Florida
Board of County Commissioners
Criteria for Ranking:

FIRM/ COMPANY	Letter Of Interest	Qual/ Bkgd Entity	Qual Of Staff	Respon Forms	Total Points	Rank
	0-10	0-40	0-20	0-30	0-100	
EAST COAST COURT SERVICES	5	20	10	30	65	2
PROFESSIONAL PROBATION SERVICE	5	30	20	30	85	1

Signature of Rater: (on file) Print Name: David Kraus
Date: 05/24/22

EVALUATION SHEET
PROFESSIONAL PLANNING & ENGINEERING REVIEW SERVICES
RFQ-2022-K

Columbia County, Florida
Board of County Commissioners
Criteria for Ranking:

FIRM/ COMPANY	Letter Of Interest	Qual/ Bkgrd Entity	Qual Of Staff	Respon Forms	Total Points	Rank
	0-10	0-40	0-20	0-30	0-100	
EAST COAST COURT SERVICES	7	30	18	20	75	2
PROFESSIONAL PROBATION SERVICE	9	40	20	25	94	1

Signature of Rater: (on file) Print Name: Mike Null
Date: 5/24/22

FINAL RANKING
RFQ 2022-K
MISDEMEANOR OFFENDER SUPERVISION SERVICES

Columbia County, Florida
Board of County Commissioners

	Charles Hydovitz	David Kraus	Mike Null	TOTAL	FINAL RANKING
Company/Firm					
EAST COAST COURT SVCS	2	2	2	6	2
PROFESSIONAL PROBATION SERVICES	1	1	1	3	1

Signature of Rater/Recorder _____ (on file) _____ Print Name Mike Null

Date: 5/24/2022

**CONTRACT FOR MISDEMEANOR OFFENDER SUPERVISION
SERVICES PROVIDED BY PROFESSIONAL PROBATION SERVICES, INC.
FOR COLUMBIA COUNTY, FLORIDA**

THIS AGREEMENT is entered into this 2nd day of June, 2022 between Columbia County, Florida, a political subdivision of the State of Florida (hereinafter "County"), and Professional Probation Services, Inc. (hereinafter PPS)

WITNESSETH:

WHEREAS, certain misdemeanor defendants are sentenced to terms of probation by the Columbia County Court (hereinafter referred to as the "Court"); and

WHEREAS, Section 948.09, Florida Statutes, states that supervision, rehabilitation and probation services may be provided by a Court-approved private entity; and

WHEREAS, Section 948.15, Florida Statutes, provides that any private entity providing services for the supervision of misdemeanor probationers must contract with the County in which the services are to be rendered, prescribing the terms of such contract; and

WHEREAS, the Court seeks a private entity to provide certain probation services for the efficient administration of justice within this county;

NOW, THEREFORE, in consideration of the mutual covenants and provisions herein, the County and PPS agree as follows:

I. SCOPE OF THE CONTRACT.

1. ADMINISTRATIVE SERVICES PROVIDED BY PPS. PPS shall provide misdemeanor probation services as required by this agreement; these services shall include the following:

- a. PPS will operate a conveniently located office and provide all forms necessary for supervision purposes.
- b. PPS shall employ and train competent staff to work closely with the Court in the provision of services. Applicants must meet minimum qualifications for the position applied for, complete pre-employment paperwork, and undergo a background investigation. Selected candidates must be finger printed and submit to a drug screening at their own expense. All professional staff must have a valid Florida driver's license, a residence telephone and be willing to work irregular hours.
- c. PPS staff shall be present when court is convened to provide any assistance the Court may require and to perform initial intake services of persons placed on misdemeanor probation under PPS supervision.
- d. PPS shall employ the professional staff and clerical support necessary to properly manage an overall offender caseload. Case standards provide for a staff-client ratio of 1 to 160 offenders.
- e. PPS shall schedule office hours in order to accommodate probationers' work days insofar as is possible.

f. PPS shall require probationers to make at least one monthly office visit for counseling and supervision, unless waived by the Court.

Additional face-to-face contacts will be dictated by individual case circumstances.

g. Major emphasis shall be placed on any court-ordered special Conditions of probation, including payment of victim restitution, fines and court costs; substance abuse monitoring and/or treatment, and performance of community service.

h. PPS shall receive, receipt for and deposit into a Trust Account, all offender payments toward court-ordered fines, costs, and restitution. When collections total the full assessment, checks made payable to the Clerk of the Court or other appropriate payee, as designated by the Court, shall be disbursed on a bi-monthly basis. Offender cost of supervision fees shall be receipted for in a similar manner and deposited into an operating account.

i. PPS shall provide services to all offenders referred to it for supervision, irrespective of the individual's ability to pay cost of supervision fees. When supervision fees are waived, performance of community service

hours will be substituted as individual client circumstances permit.

j. Other misdemeanor probation services as required by Florida Law including Florida Statutes as amended from time to time.

2. PROGRAM SERVICES PROVIDED BY PPS: PPS shall provide misdemeanor probation services as required by this agreement.

These services shall include the following:

a. At the first scheduled interview staff will perform a needs assessment, secure personal data and develop a supervision plan for each probationer.

b. As appropriate, PPS representative will refer probationers to outside agencies for specialized counseling in the area of substance abuse, mental health, financial assistance, DUI school, etc.

c. Special assistance and direction will be provided to those probationers with suspended driver's licenses who are required to obtain valid licenses.

d. PPS shall provide assistance to probationers in the establishment of a financial plan for the payment of required fines and/or restitution, as the case requires. When appropriate, recommendations regarding conversion of fines to community service hours will be prepared for presentation to the Court.

e. Probationers required to perform community service hours' will be provided a listing of public and non-profit agencies which participate in the program.

f. Special emphasis will be placed on job development, vocational and/or academic training for all probationers who are unemployed, under-employed and/or uneducated. Services will include simple motivational counseling, job development counseling, agency referrals, employment referrals, educational testing, GED counseling, etc.

g. Individual case files will be established in which all case material, including court orders, supervision plan, reports, contact notes, payment receipts and other case data will be maintained.

h. PPS expects probationers it supervises to fully comply with all court-ordered sanctions within the prescribed probationary period. In those cases where offenders are unable to satisfy all such conditions, despite diligent efforts, recommendations for extension are prepared by PPS staff. It is only after every effort has been made to enforce the supervision conditions that recommendations for probation revocation are made. Such recommendations are based on circumstances which clearly indicate a loss of case control, including commission of a new offense, repeated failure to comply with supervision requirements, and blatant disregard for court-ordered conditions of probations.

II. CONTRACT TERM/RENEWAL.

The initial term of this contract shall begin effective June 16th, 2022 and continue for a three (3) year term. This contract may be extended up to two (2) additional one year periods if approved by both parties.

This Contract may be cancelled for just cause by either party at any time upon giving the notice provided herein. Either party seeking to cancel the Contract for just cause shall first advise the other party in writing of deficiencies allowing a reasonable time not to exceed ninety (90) days to bring the program into compliance or correct any alleged deficiencies. If compliance is obtained, the normal Contract period will continue unimpaired. Future non-compliances by either party, will be handled in the same manner. If there is continued non-compliance by either party, then the Contract can be cancelled after such ninety (90) days written notice has expired.

III. CONTRACT REVIEW/MODIFICATION.

This Contract will be subject to review at the call of either party. Any additions, Changes, and/or deletions will be by addendum, properly signed and attached to the original Contract. The parties agree to renegotiate this Contract if State revisions of any applicable laws make Contract changes necessary.

IV. RECORDS.

All PPS books, records and documents reflecting all fines, fees and restitution Collected, as well as all expenditures made, will be maintained in accordance with generally accepted accounting procedure and practices. All such records shall be open to inspection upon the request of the Court, the Auditor General of the State of Florida, or agents thereof.

PPS case file shall be made available for review by the Court.

PPS shall submit a quarterly report to the County Court Judge summarizing the activities of all probationers under its supervision, to include caseload movement during the period driven by new case referrals, transfers, violations, successful completions, and unsuccessful terminations. The number of cost of supervision waivers and financial data will also be reported.

V. INSURANCE.

PPS will provide and maintain at its expense at all times during the term of this Agreement general liability insurance with a minimum coverage of one million dollars. All policies of insurance shall name the County as an additional insured with respect to the performance of this Agreement, and PPS shall, prior to this Agreement being effective, furnish the County with a Certificate of such insurance.

PPS will provide either a bond or rider in the insurance policy which fully protects The County in the event of loss of funds collected by PPS.

VI. AUDIT.

PPS agrees to a certified independent audit of its Columbia County misdemeanor Probation fine account. The auditing firm will be engaged by and at the expense of PPS and shall be furnished to the Court and to Columbia County upon its completion no later than ninety (90) days after the close of the County's fiscal year. (That is on or before December 31 each year.) The failure of PPS to furnish the County with the independent audit provided herein, shall constitute non-compliance by PPS. The County reserves the right to conduct its own independent audit at the County's expense through auditors selected by the County, and PPS will fully cooperate with the audit. The County, its authorized agent, the Clerk of the Circuit Court or an agent designated by the County, shall have the authority to inspect the financial records of PPS at any time, without prior notice.

VII. INDEMNIFICATION CLAUSE.

PPS shall be liable, and agrees to be liable for, and shall indemnify, defend and hold harmless the County from any claims and against any attorney's fees arising out of intentional acts, negligence, or omissions by PPS, or its employees or agents, in the course of the performance of this Contract.

VIII. NONDISCRIMINATION.

PPS will not discriminate against any client, employee or applicant for employment because of race, color, religion, sex or national origin. Any services provided by PPS as required by this Contract and all hiring practices will fully comply with all applicable state and federal civil rights laws.

IX. ENTIRE AGREEMENT.

This written agreement includes Schedule A listed with RFQ – 2022 – K which are made a part of the agreement.

X. CONTRACT GOVERNED BY FLORIDA LAW.

This agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida. Venue as to any legal proceedings shall be in Columbia County, Florida.

XI. ATTORNEY FEES AND COSTS.

In the event of a default by either of the parties to this agreement, the non-Defaulting party shall be entitled to recover reasonable attorney's fees and costs Incurred in the enforcement of its rights under this Contract.

XII. SEVERABILITY.

If any provisions, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the County has executed and signed this Agreement and PPS has signed and executed this agreement, as attested and set forth below.

ATTEST:

By: _____

James M. Swisher Jr.
Clerk of Court

Approved by County Attorney

Witness: _____

Name: _____

Witness: _____

Name: _____

COLUMBIA COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS

By: _____

Robby Hollingsworth, Chairman

Professional Probation Services, Inc.

By: _____

ATTACHMENT A

RFQ 2022-1< Misdemeanor Probation Services

Scope of Services

The Columbia County Board of County Commissioners is requesting Quatification Packages from qualified firms for the RFQ 2022-1< Columbia County Misdemeanor Probation Services.

Background

Columbia County Misdemeanor Probation typically assigns approximately 30 new cases per month; there may be 150 open cases at any time during the year.

The goal of this RFQ is to provide misdemeanor probation services to our customers, MondayFriday while maintaining or improving current quantity and quality of customer services at no cost to Columbia County.

The initial contract period will be 3 years with two 1-year optional extensions. A general description of the scope of services required is, but not limited to, the following:

A, Staffing

The Contractor shall maintain adequate staffing levels to provide proper liaison with the Court, to perform the initial intake of persons placed on misdemeanor probation.

B. Programs & Services

The needs of each offender referred to the Contractor by the Court shall be evaluated by the Contractor. The following programs and services shall be provided and administered by the Contractor:

- Offenders entering the program are supervised to ensure completion of their personalized contractual agreement, which include (at a minimum) a custom tailored treatment plan, law-abiding behavior, and payment of restitution.
- Drug Testing Laboratory Services as directed/ordered by the Court; Contractor to direct offender to a Certified Testing Laboratory to provide a random urinalysis and breathalyzer testing to detect the presence of controlled substances or alcohol in a person's biological system.

Offender's compliance/non-compliance is reported to the Court or requesting party.

Misdemeanor Probation Services

- Misdemeanor Probation program operates in accordance with Section 948.15 Florida Statutes, providing supervision to offenders sentenced to misdemeanor probation by the courts. Offenders court-ordered to misdemeanor probation must adhere to the conditions as imposed by the Court, such as classes, counseling, community service, educational programs, statutorily required fees and other costs as imposed by the Court.

The Contractor shall cooperate with all treatment agencies, schools, and other programs to which offenders are referred. In any case where a treatment provider, school, or other program does not appear to be providing its proper function, the Contractor shall immediately notify the Court.

The Contractor shall observe and comply with all Administrative Orders of the County Court in and for Columbia County Misdemeanor Probation Services provided herein.

The Contractor shall provide monthly and annual reports and other statistical reports as required by the BOCC and the Court.

The Contractor shall provide the County and the Court with a quarterly report summarizing the number of offenders supervised by the Contractor, payment of the required contribution under supervision or rehabilitation, and the number of offenders for whom supervision or rehabilitation will be terminated. All records must be open to inspection upon request by the County, the Court, the Clerk of Court, or agents thereof.

C. Records

Contractor shall at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida. All records must be maintained in compliance with applicable Florida Statutes, including but not limited to Chapter 119 and Chapter 948, and with Florida Administrative Code provisions with respect to maintaining public records and retaining and destruction of public records, including electronic records and social media.

D. Offices

The Contractor shall maintain at least one office within Columbia County (see further comments in this section). The facility must be compliant with the Americans with Disabilities Act. The Contractor shall operate to receive offenders
Monday — Friday

(excluding holidays). The Contractor shall notify the offenders of its hours of operation. If Contractor does not have an office located within Columbia County, please describe how the services will be rendered.

E. Job Assistance

The Contractor shall encourage unemployed offenders to improve their employability through schools and training. The Contractor shall refer all offenders to services/programs with the goal of securing suitable and stable employment.

F. Special Conditions

The Contractor shall follow up and enforce special conditions of probation including, but not limited to:

- Restitution
- Fines and Court Cost
- Evaluation and treatment programs
- Community services
- Cost of supervision fees, programs fees or fees for service
- Procurement of licenses
- Court ordered classes and/or court ordered obligations (i.e., impoundment, drug testing)

The Contractor shall place priority on payment of restitution. Waivers by the Court of any special conditions of probation shall be noted in the case file.

G. Limited English Proficiency

The Contractor shall have a plan for communicating with offenders with limited English proficiency to ensure understanding and meeting the terms of their court ordered requirements.

H. Supervision

Initial Intake — The Contractor is to schedule an initial face-to-face contact with all offenders for supervision. However, the Contractor may permit audio/video connectivity or telephone calls in lieu of face-to-face contact. The Contractor shall clearly explain all of the court ordered terms to the offender in a manner that is understandable. The Contractor will need to attend Court on Tuesdays and Thursdays for Arraignment, Pre-trial Conferences and Status Conferences.

The Contractor shall ensure that substance abuse evaluations of offenders ordered by the Court or under agreement by County Judge are conducted in accordance with the Court Order.

Probation and Pretrial Intervention Supervision — In addition to the initial intake noted above, offenders will be required to report to the Contractor at a minimum one (1) time per month during their probation supervision term unless otherwise ordered by the Court.

I. Change in Orders

Proposed orders of probation violations, modifications, and early terminations shall be prepared by the Contractor and shall conform to a format adopted by the Court.

J. Community Service Hours

The Contractor shall utilize governmental and nonprofit agencies and churches when scheduling offenders to perform community service hours ordered by the Court. The Contractor is responsible for facilitating the community service hours of all offenders as ordered by the Court. The Contractor shall utilize governmental and nonprofit agencies in addition to churches, in which there is a written agreement regulating the supervision of offenders performing community service hours. The Contractor shall verify and report compliance and noncompliance of court ordered or agreed upon community service hours to the County Judge. The Contractor is not permitted to utilize the services of probationers to perform community service work to the benefit of the Contractor.

K. Violations of Probation

When violations of any terms/conditions is alleged to have occurred, the Contractor shall advise the sentencing Court of the alleged violation(s) by sworn affidavit as it becomes known to the Contractor. If the affidavit recommends revocation, the affidavit must include the circumstances under which revocation is being recommended. In any case where the sentencing Court's jurisdiction has been lost prior to all conditions of probation being satisfied by the probationer, the Contractor shall transmit a letter on Contractor's letterhead to the County Judge, outlining in detail the efforts made by the Contractor to seek compliance with the terms/conditions of probation.

L. Employees and Subcontractors

Prior to the time the contract is executed, the Contractor shall submit to the County a list of the names of all employees, including those of any subcontractors or independent contractors to be used by the Contractor, if any. The list shall include job titles of all employees. The Contractor shall submit an updated list not less than once per year. The Contractor shall submit any proposed changes in subcontractors for prior approval by the County.

M. Contractor's Financial Records

In addition to maintaining the individual case files,

The Contractor shall maintain financial records, capable of being audited, of all fines, restitutions, and supervision fees received, expended, and disbursed by the Contractor. An annual financial report, audited and certified by a licensed, independent Certified Public Accountant, shall be provided to the County within 120 days following the close of the Contractor's fiscal year. The certified financial report shall be in such detail as to disclose the revenues, expenses, and disbursements relating to the services provided. The Contractor shall also record and maintain statistical data concerning the number and types of cases being handled, terminated and completed; the number of visits; the hours of community service performed by offenders; the number of face-to face contacts, and such additional information as may be required by the County to assist in evaluating the effectiveness of the Contractor's activities. A quarterly report shall be submitted to the County Judge pursuant to Sec. 948.15(3), Florida Statutes. N. Applicable Provisions of Law

The Contractor acknowledges the requirement, insofar as it may be deemed to be acting on behalf of either the County or Court, to comply, when applicable, with Florida public records and open meeting laws, and all other applicable provisions of Federal, State and local law.

O. Schedule of Fees for Service

The Contractor shall provide a fee schedule for users of services provided by the Contractor. The current statutory rate requires a minimum of \$40.00 per month for cost of supervision. The Contractor shall have procedures for handling the collection of offender fees and restitution. All funds, except Cost of Supervision, received by Contractor shall be transmitted to the Clerk of Court.

P. Transition Plan

The Contractor shall prepare and implement a transition plan outlining objectives, action steps, responsible staff and target dates for completion. The transition plan must reflect full operational status effective thirty (30) days following execution of contract.

Q. Qualifications/Certifications

1. The Contractor represents that it has secured, or will secure at its own expense, all necessary personnel required to perform the services under the Contract.
2. The Contractor will maintain a minimum staffing level to ensure effective supervision of probationers, pursuant to Section 948.15(3), Florida Statutes. To the extent possible, the Contractor shall assign each offender to an officer who shall maintain and be responsible for each case throughout its term.
3. All of the services required herein shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required authorized or permitted under state and local law to perform such services.

4. All officers or supervisors hired for this contract must possess relevant experience in social work, community corrections, probation, or law enforcement. A background check, including FCIC/NCIC check, and verification of relevant employment and claimed education shall be conducted on all newly hired officers and supervisors to determine that the person is of good character and has no felony or other convictions involving dishonesty or deceit. Pursuant to Sec. 948.15 (3)(b), Florida Statutes, criminal record checks of staff shall comply with standards established by the American Correctional Association.
5. Each employee, officer, supervisor, and director, shall provide a signed affidavit, executed under oath, constituting an official statement within the purview of Sec. 837.06, Florida Statutes, that the information provided by the person for his or her application and/or background check is true and accurate, that there are no material omissions therein, and that the intentional false execution of the affidavit constitutes a misdemeanor of the second degree. These affidavits shall be maintained by the Contractor and made available to the County upon request.



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. The first meeting of every month is at 9:30AM while the second meeting of every month takes place at 5:30PM. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 5/26/2022 Meeting Date: 6/2/2022

Name: Mike Null Department: Purchasing

Approved By:

1. Nature and purpose of agenda item:

RFQ 2022-U - Planning and Engineering Review Services- This is a continuing contract that will allow the Building and Zoning Department to use a firm to provide planning services on an as needed basis. While the BA establishes a base budget of \$5,000, actual charges can be covered by current permit fees for the services rendered.

2. Recommended Motion/Action:

Approve the continuing contracts with the firms as follows: Pitman Engineering, LLC - Primary Provider of Services for RFQ 2022-U and eda Consultants Inc. - Secondary Provider of Services for RFQ 2022-U

3. Fiscal impact on current budget.

This item is not budgeted. The proposed budget amendment to fund this request is provided below.

The budget amendment number is BA 22-70 using fund(s) 102-MSBU.

FROM:	TO:	AMOUNT:
102-2420-524.10-12 PERSONAL SERVICES/SALARIES	102-2420-524.30-31 OPERATING EXPENDITURES/PROFESSIONAL SERVICES	\$5,000.00

District No. 1 - Ronald Williams
District No. 2 - Rocky Ford
District No. 3 - Robby Hollingsworth
District No. 4 - Toby Witt
District No. 5 - Tim Murphy



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

DATE: May 26, 2022
TO: Board of County Commissioners
FROM: Mike Null, Purchasing Officer *RM*
RE: Agenda for June 2, 2022
RFQ 2022-U Planning & Engineering Review Services

During the meeting on May 19, 2022, the Board of County Commissioners accepted staff's recommendation to negotiate with the top two (2) firms for purpose of entering into Continuing Contracts to provide services as described above. The highest ranked firm will be the primary provider of these services, whereas the second selected firm will provide back up during times of conflict of interest involving engineering firm products and/or should the workload dictate additional services needed. Staff conducted negotiations for rate schedules with both firms.

At this time, staff is recommending approval of the Continuing Contracts with the firms as follows:

- **Pitman Engineering, LLC** --- Primary provider of services for RFQ 2022-U
- **eda consultants inc.** --- Secondary provider of services for RFQ 2022-U

The rate schedules are listed as Exhibit "B" for both contracts.

BOARD MEETS FIRST THURSDAY AT 9:30 A.M. AND THIRD THURSDAY AT 5:30 P.M.

P.O. BOX 1529

LAKE CITY, FLORIDA 32056-1529

PHONE (386) 755-4100

CONTINUING CONTRACT FOR ENGINEERING SERVICES

This Contract is made as of the 2nd day of June, 2022, by and between **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, (hereinafter "County"), and **PITMAN ENGINEERING, INC.** whose mailing address is 405 East Duval Street, Lake City, Fl 32055, (hereinafter "Engineer").

In consideration of the mutual promises contained herein, County and the Engineer agree as follows:

ARTICLE 1 **NATURE OF THIS CONTRACT AND SERVICES TO BE PERFORMED**

The Engineer's responsibility under this Contract is to provide professional services on a continuing basis as set forth on Exhibit "A," which is attached hereto, and to perform and complete the work specifically set forth in each written directive from the County to the Engineer directing the completion of a project pursuant to this Contract (hereinafter a "Task Order").

The Work shall be performed on an as needed basis per project and by Task Order to this Contract. This Contract does not authorize the performance of any services by the Engineer except those requested by the County as part of a Task Order.

The performance of the Engineer's services shall be under the general direction of a County representative to be identified in each Task Order, who shall act as the County's representative under this Contract and each Task Order.

This Contract is a "Continuing Contract" pursuant to the "Engineers' Competitive Negotiation Act," Section 287.055, Florida Statutes, (hereinafter "Act"). Pursuant to this Contract, the County may award projects to the Engineer that are within the maximum dollar amounts for continuing contracts as provided in the Act. Should the Act be amended in the future to alter the maximum dollar amounts for continuing contracts, this Contract shall be deemed to be automatically likewise amended. Presently, the Act allows projects to be awarded pursuant to a continuing contract where the construction costs for the project do not exceed \$4 Million, and for study activity when the fee for such professional service does not exceed \$500,000.

ARTICLE 2

PAYMENTS TO ENGINEER

The County shall pay to the Engineer for services satisfactorily performed, as follows:

A. The Engineer shall bill the County for its services at the rates set out in and pursuant to Exhibit "B" which is attached hereto. Provided that the rates set out in and pursuant to Exhibit "B" which is attached hereto may be amended by the governing Board of the County and the Engineer, from time to time, provided that such amendment shall not be enforceable until and unless set out in a writing executed with the same formalities as this Contract. Further provided that for any particular project and upon receiving prior written approval by the governing board of the County, the Engineer may bill the County at a different rate or by a different method.

B. The Engineer will bill the County on a monthly basis for services rendered toward the completion of the scope of work contained in various Task Orders. The amounts billed shall represent the approximate completion of services outlined in such scopes of work.

C. Invoices received from the Engineer pursuant to this Contract will be reviewed and approved by the County, prior to payment. Invoices must reference this Contract and the Task Order against which the Engineer is billing.

D. Contractor's invoices to the County shall be clearly marked in sequential numerical order to minimize the chance of duplication of payment or failure to pay invoices when due. In order for both parties herein to close their books and records, the Engineer will clearly state "final invoice" on the Engineer's final/last billing to the County, this indicates that all services have been performed and all charges and costs have been invoiced to the County and there is no further work to be performed on the specific Task Order.

E. The payment of all invoices shall be subject to the "Local Government Prompt Payment Act," Part VII of Chapter 218, Florida Statutes.

F. Except for issues arising from contract indemnification provisions, the County shall have the right to retain out of any payment due the Engineer under this Contract an amount sufficient to satisfy any amount due and owing to the County by the Engineer on any other contract or agreement between the Engineer and the County. The County may withhold payment on any invoice in the event that the Engineer is in default

under any provision of this Contract or any other contract or agreement between the Engineer and the County as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold shall continue until such time as the default has been cured, and, upon cure, the County shall have the right to retain an amount equal to the damages suffered as a result of the default.

ARTICLE 3 **SCHEDULE**

The County and the Engineer shall approve each schedule for each Task Order, which will become a part of each Task Order. All testing and reports shall coincide with County requirements.

ARTICLE 4 **TRUTH-IN-NEGOTIATION CERTIFICATE**

The signing of this Contract by the Engineer shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and cost used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract.

The said rates and costs shall be reduced to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside Engineers. The County may exercise its rights under this article within one (1) year following final payment.

ARTICLE 5 **TERM**

The term of this Contract shall be from the date last executed by the parties and shall continue until and unless terminated by either party upon 30 days' prior written notice to the other party. This Contract may be terminated by either party with or without cause.

Unless the Engineer is in breach of this Contract, the Engineer shall be paid for services rendered to the County's satisfaction through the date of termination plus any reasonable and unavoidable costs incurred by Engineer and imposed by third parties due

to such termination, such as costs charged by third parties for cancelling orders for equipment, materials or services, but excluding attorney fees and fees charged by Engineer. After receipt of a Termination Notice and except as otherwise directed by the County and Engineer shall:

- A. Stop work on the date to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the County in both electronic medium and hard copy.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 **PERSONNEL**

The Engineer represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Engineer or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The Engineer warrants that all services shall be performed by skilled and competent personnel in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Immigration Affidavit Certification. Statutes and executive orders require employers to abide by the immigration laws of the United States and to employ only individuals who are eligible to work in the United States.

The E-Verify program, operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), provides an Internet-based means of verifying employment eligibility verification requirements.

CONTRACTORS are required to enroll in the E-Verify program within thirty (30) calendar days of contract award, and use E-Verify within thirty (30) calendar days thereafter to verify employment eligibility of their newly hired employees assigned to the contract at the time of enrollment in E-Verify. Additionally, CONTRACTORS shall flow down the requirement to use E-Verify to their subcontracted vendors.

CONTRACTOR acknowledges and shall be fully responsible for complying with the provisions and regulations relating thereto, as either may be amended. Failure to comply with the laws referenced herein shall constitute a breach of agreement and the COUNTY and/or CONTRACTOR shall have the discretion to unilaterally terminate said agreement immediately.

ARTICLE 7

SUBCONTRACTING

The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly the Work described in this Contract. The Engineer is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Engineer shall promptly do so, subject to acceptance of the new subcontractor by the County.

ARTICLE 8

FEDERAL AND STATE TAX

The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Engineer for the use by the Engineer in purchasing materials to be used exclusively for County projects. The Engineer shall not otherwise be exempted from paying tax to their suppliers for materials used to fulfill contractual obligations with the County, nor is the Engineer otherwise authorized to use the County's Tax Exemption Number in securing such materials.

The Engineer shall be responsible for payment of his/her own FICA and Social Security benefits with respect to this Contract.

ARTICLE 9

AVAILABILITY OF FUNDS

The obligations of the County under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the governing board of the County. The County shall promptly notify the Engineer should funds become unavailable, and in that event the Engineer shall be entitled to stop all work until funds become available.

ARTICLE 10

INSURANCE

A. The Engineer shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the County.

B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Engineer shall furnish Certificates of Insurance to the County prior to the commencement of operations. The Certificates shall clearly indicate that the Engineer has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Compliance with the foregoing requirements shall not relieve the Engineer of its liability and obligations under this Contract.

C. The Engineer shall maintain during the term of this Contract, standard Professional Liability Insurance in the amount of \$1,000,000.00 per occurrence.

D. The Engineer shall maintain during the life of this Contract, Comprehensive General Liability Insurance in the amount of \$ 1,000,000 per occurrence to protect the Engineer from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the Engineer or by anyone directly employed by or contracting with the Engineer.

E. The Engineer shall maintain during the life of this Contract Comprehensive Automobile Liability Insurance in the amount of \$ 1,000,000 combined single limit for bodily injury and property damage liability to protect the Engineer from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Engineer or by anyone directly or indirectly employed by the Engineer.

F. The Engineer shall maintain during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by the law for all of its employees as required by and pursuant to Florida Statutes 440.02.

G. All insurance other than Professional Liability and Workers' Compensation, to be maintained by the Engineer shall specifically include the County as an "Additional Insured," for the vicarious liability resulting from the conduct of the Engineer and others employed and/or utilized by the Engineer in the performance of the services.

ARTICLE 11 **INDEMNIFICATION**

The Engineer shall indemnify and hold harmless the County, its agents, employees, elected officers and representatives from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Engineer and persons employed or utilized by the Engineer in the performance of this Contract. This article shall survive the termination of this Contract and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law.

Notwithstanding anything else in this Contract to the contrary, nothing in this Contract shall be construed to waive or otherwise affect the protections of sovereign immunity and/or Section 768.28, Florida Statutes, otherwise enjoyed by the County.

ARTICLE 12 **SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon the parties and their respective partners,

successors, executors, administrators and assigns. Provided that neither party may assign, sublet, convey or transfer its interest in this Contract without the written consent of the other.

ARTICLE 13

CONFLICT OF INTEREST

The Engineer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Engineer further represents that no person having any such interest shall be employed for said performance.

The Engineer shall promptly give written notice to the County of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Engineer's judgment or quality of services being provided hereunder. Such written notice shall identify the prospective business association, interest or circumstance, the nature of work that the Engineer may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Engineer.

If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Engineer, the Engineer may enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Engineer under the terms of this Contract. The County agrees to give written notice to the Engineer of its opinion within 30 days of receipt of notification by the Engineer.

ARTICLE 14

EXCUSABLE DELAYS

The Engineer shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Engineer's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's emissive and commissive failures; natural or public health emergencies; freight embargos; and severe weather conditions.

If delay is caused by the failure of the Engineer's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the

Engineer and its subcontractor(s) and is without the fault or negligence of either of them, the Engineer shall not be deemed to be in default.

Upon the Engineer's request, the County shall consider the facts and extent of any delay in performing the work and, if the Engineer's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

ARTICLE 15 **ENGINEER NOT TO PLEDGE COUNTY'S CREDIT**

The Engineer shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Engineer further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 16 **DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

All tracings, plans, specifications, maps, computer files, permits, and/or reports prepared or obtained under this Contract, as well as all data collected, together with summaries and charts derived therefrom (hereinafter "the deliverables"), shall be considered works made for hire and shall be the property of the County and may be reproduced, used and reused at the discretion of the County. Neither party shall copyright any material and products or patent any invention developed under this Contract, except with the prior written agreement of the governing board of the County and the Engineer and upon such terms as may be then negotiated between the parties. The County acknowledges that the deliverables provided by the Engineer are intended by the Engineer for use only as to the projects which are the subject of this Agreement and the applicable Task Order and are not intended for reuse on extensions of such projects or any other project. Use of the deliverables for any project other than the Task Order for which such deliverables were intended without the written consent of the Engineer shall be at the sole risk of the user, without recourse to the Engineer.

Where documents must be filed with other government agencies, the Engineer will

furnish copies to the County upon request. The County shall have the right to visit the Engineer's work site for inspection of the work and the drawings of the Engineer at any time.

The Engineer shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all such documents and materials prepared by and for the County under this Contract.

Except as otherwise required pursuant to law, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County or at its expense will be kept confidential by the Engineer and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent.

The provisions of this article shall survive the termination of this Contract.

ARTICLE 17

INDEPENDENT CONTRACTOR RELATIONSHIP

The Engineer is, and shall be, in the performance of all work services and activities under this Contract, and Independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times and in all places be subject to the Engineer's sole direction, supervision, and control.

The Engineer shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Engineer's relationship and the relationship of its employees to the County shall be that of an Independent Contractor and not as employees or agents of the County. The Engineer does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this agreement.

ARTICLE 18

NO WARRANTY BY COUNTY

Approval by the County of any of the Engineer's work, including but not limited to drawings, design specifications, written reports, or any work products of any nature whatsoever furnished hereunder, shall not in any way relieve the Engineer of

responsibility for the technical accuracy and adequacy of the work. Neither the County's review, approval or acceptance of, or payment for, any of the services furnished under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract. The Engineer shall be and remain liable in accordance with all applicable laws for all damages to the County caused by the negligent performance by the Engineer or any of its subcontractors of any of the services furnished under this Contract. The Engineer hereby warrants that all designs, drawings, plans and specifications, written works, or any work product are compliant with all applicable codes, laws, ordinances, standards, etc. in effect at the time the design is submitted for permit. The County has the right to rely upon all such professional representations and services provided under this Contract.

ARTICLE 19 **ACCESS AND AUDITS**

The Engineer shall maintain adequate records to justify all charges, expenses, and costs incurred in performing work under each Task Order for at least three (3) years after completion of this Contract. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 20 **COMPLIANCE WITH LAWS**

The Engineer and its employees shall promptly observe, comply with, and execute the provisions of any and all present and future federal, state, and local laws, rules, regulations, ordinances and codes which may pertain or apply to the professional services that may be rendered pursuant to this Contract, including but not limited to the following:

- A. All final plans, documents, reports, studies, permits and other data prepared by the Engineer shall bear the design professional's seal/signature, in accordance with the applicable Florida Statutes that governs and Administrative Rules promulgated by the Department of Business and Professional Regulation, in effect at that time.
- B. Chapter 337.162 Florida Statutes applies as follows:
 - 1. If the County has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it

will submit a complaint about the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.

2. Any person who is employed by the County and who is licensed by the Department of Business and Professional Regulation and who, through the course of his employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules will submit a complaint about the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455 and the state licensing law applicable to that licensee. The complaint shall be confidential.
 3. Any confidential information submitted to the Department of Business and Professional Regulation shall remain confidential pursuant to Chapter 455 and applicable state law.
- C. The Engineer shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, disability, age, religion, gender, or national origin in the performance of work under this Contract.
- D. The Engineer warrants that the Engineer has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this Paragraph, the County shall have the right to immediately terminate this Contract without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration. No member of the County, and no other officer, employee, or agent of the County who exercise any functions or responsibilities in connection with the carrying out of the projects to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

- E. The Engineer shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Engineer, or its sub-Engineers, in conjunction with this Contract. Failure by the Engineer to grant such public access shall be grounds for immediate unilateral cancellation of this Contract by the County. Engineer shall comply with all public records laws, including, but not limited to, Section 119.0701, Florida Statutes.
- F. The Engineer agrees that it shall make no statements, press releases, or publicity releases concerning this Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Contract, or any particulars thereof, during the term of this Contract, without first notifying the County and securing its consent in writing.
- G. Engineer covenants and agrees that it, its employees, and its subcontractors shall be bound by the standards of conduct provided in applicable Florida Statutes and applicable rules of the Department of Business and Professional Regulation as they relate to work performed under this Contract.

ARTICLE 21

ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Engineer agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 22

ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all

such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 23

AUTHORITY TO PRACTICE ITS PROFESSION

The Engineer hereby represents and warrants that it has all necessary licenses, registrations, certificates, permits, and any and all other authorizations as are required by local, state, or federal law, in order for the Engineer to render the professional services provided herein.

The Engineer shall, during the life of this Contract, keep in full force, effect, and good standing all necessary licenses, registrations, certificates, permits, and any and all other authorizations as are required by local, state, or federal law, in order for the Engineer to render the professional services provided herein.

The Engineer shall immediately give written notice to the County should any necessary licenses, registrations, certificates, permits, and any and all other authorizations as are required by local, state, or federal law, in order for the Engineer to render the professional services provided herein be suspended, revoked or otherwise impaired, temporarily or permanently, regardless of fault of the Engineer.

The Engineer shall also require all subcontractors to comply by contract with the provisions of this article.

ARTICLE 24

SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 25

AMENDMENTS AND MODIFICATIONS

No Task Orders and/or modifications of this Contract shall be valid unless in

writing and signed by each of the parties. All Amendments and modifications shall be in the form of a change order or Task Order.

The County reserves the right to make changes in the Work, including alterations, reductions therein or additions thereto. Upon receipt by the Engineer of the County's notification of a contemplated change, the Engineer shall (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County in writing if the contemplated change shall affect the Engineer's ability to meet the completion dates or schedules of this Contract.

If the County so instructs in writing, the Engineer shall suspend work on that portion of the Work affected by a contemplated change, pending the County's decision to proceed with the change.

If the County elects to make the change, the County shall issue a Task Order for changes to a task in progress or a contract change order if the original contract is being changed or amended and the Engineer shall not commence work on any such change until such written Task Order or change order has been issued and signed by each of the parties.

ARTICLE 26

ENUMERATION OF CONTRACT DOCUMENTS

The Contract Documents, except for modifications issued after execution of this Contract, will be enumerated in each Task Order.

ARTICLE 27

APPLICABLE LAW, JURISDICTION, VENUE AND WAIVER OF JURY TRIAL

This Contract shall be governed by the laws of the State of Florida. The exclusive jurisdiction and venue for any arbitration, mediation and/or litigation concerning or related to this Contract shall be the County Court and the Circuit Court in and for Columbia County, Florida. All controversies, claims, or disputes shall be decided by a judge, without a jury. The parties knowingly and voluntarily waive their right to a trial by jury for all such controversies, claims and disputes.

ARTICLE 28

ARBITRATION

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

ARTICLE 29
CONTRACT TO BE NON-EXCLUSIVE

This Contract is non-exclusive. The County shall have the right, but not the obligation, to use the Engineer under the terms of this Contract for any particular project or part of a project. This Contract shall not be construed to require the County to: (1) use the Engineer for any particular project or type of project, (2) use the Engineer on a regular basis, (3) use the Engineer for any minimum number of tasks, or (4) pay the Engineer any minimum compensation. The County may enter into other continuing contracts with and utilize other firms or professionals for the performance of services which are similar or identical to the services which might otherwise have been awarded to the Engineer under this Contract. The County may, from time to time, issue separate requests for proposals and enter into separate contracts for the performance of services which are similar or identical to the services which might otherwise have been awarded to the Engineer under this Contract. All such actions shall be subject to the sole discretion of the County.

ARTICLE 30
NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

Mr. David Kraus
County Manager
Post Office Box 1529
Lake City, Florida 32056-1529

and if sent to the Engineer shall be mailed to:

Mr. Brian Pitman, P.E, Owner
Pitman Engineering, LLC.
405 East Duval Street
Lake City, Fl 32055

ARTICLE 31
MISCELLANEOUS

The heading preceding the several articles and sections hereof are solely for convenience of reference and shall not constitute a part of this Contract or affect its meaning, construction or effect. The terms of this Contract are for the exclusive benefit of the parties to this Contract and shall not create any right or obligation in any person or entity not a signatory hereto.

EXECUTED by the County, **COLUMBIA COUNTY, FLORIDA**, this 2nd day of June, 2022.

COLUMBIA COUNTY, FLORIDA

By: _____
Robby Hollingsworth, Chairman
Board of County Commissioners

ATTEST:

James M. Swisher, Clerk of Courts

Form Approved by: _____
County Attorney

ENGINEER: PITMAN ENGINEERING, LLC

EXECUTED by the Engineer, _____, this
____ day of _____, 2022.

Print: _____

Title: _____

Witness

Witness

EXHIBIT “A”

SCOPE OF SERVICES

Contracted firm will respond to Board of County Commissioners request to provide Planning and Engineering Services as listed below:

- Planning and Engineering Services: Engineer will review site plans and storm water calculations related to Site & Development Plans and Special Exception Applications
- Engineer review will review for adequacy and issue comments and the issuance of a letter of acceptance (Note: Engineer will not be required to attend County Commission meetings)
- Planning Services related to Comprehensive Plan Amendments
- Site Specific Amendments to the Official Zoning Atlas (Rezoning)
- Special Exceptions
- Variances
- Planning Services may include completeness review of all development and applications and
 - Review of all application materials to ensure compliance with the Comprehensive Plan
 - Land Development Regulations
 - Coordination with the review engineer of planning related comments to site plans
 - Writing advertisements, post notices, resolutions, ordinances and staff reports
 - Compliance with all applicable state and federal laws
 - Planning Services may require Planner to make presentations before the Board of County Commissioners

EXHIBIT "B"

Rate Schedule for Planning & Engineering Review Services are attached and included with Exhibit "B".

When an application or site plan is determined by Firm to be more complex, involved, or extensive, then Firm may submit request to the County for applying the hourly rates in lieu of the not to exceed rates as shown. Requests to apply the hourly rates for a review must be submitted and approved by County as soon as apparent the applications or site plans are more involved than the normal or routine.



Date: May 25, 2022

**RE: RFQ 2022-U PLANNING & ENGINEERING REVIEW SERVICES
PROPOSED RATE STRUCTURE**

The below information is provided to act as proposed rates and fees for Pitman Engineering and its staff to serve in the professional role(s) as requested in Columbia County RFQ 2022-U.

1) Engineering Service Rates – General:

Professional Engineer/Surveyor:	\$165.00
Staff Engineer/Surveyor	\$125.00
Senior Designer/Project Manager	\$100.00
Designer/Project Manager/CADD Tech	\$75.00
Office Manager	\$60.00
Administrative Assistant	\$50.00

2) Site Plan Review - Minor: **Not to Exceed \$250.00**

3) Site Plan Review – Major: **Not to Exceed \$450.00**

4) Subdivision Plan or Plat Review:

1 – 25 lots	Not to Exceed	\$500.00
26 - 50 lots	Not to Exceed	\$1,000.00
51+ lots	Not to Exceed	\$1,800.00

5) Engineer Attendance of Public Hearing: **Not to Exceed \$250.00**

- Continued on next page -

6) Planning Service Rates – General:

Professional Engineer/Surveyor/Planner:	\$165.00
Staff Engineer/Surveyor/Planner	\$125.00
Senior Designer/Project Manager	\$100.00
Designer/Project Manager/CADD Tech	\$75.00
Office Manager	\$60.00
Administrative Assistant	\$50.00

7) Planning Review of Zoning Application:

- a. Without Staff Report = **Not to Exceed \$450.00**
- b. With Staff Report = **Not to Exceed \$650.00**

8) Engineer/Planner Attendance of Public Hearing: **Not to Exceed \$250.00**

We thank Columbia County for this opportunity and look forward to working with you again. Please do not hesitate to reach out with any questions or concerns regarding the contents of this letter. Helping the County is and will remain our top priority.

Thank you,

Brian Pitman

Brian Pitman

Owner – Pitman Engineering LLC



CONTINUING CONTRACT FOR ENGINEERING SERVICES

This Contract is made as of the 2nd day of June, 2022, by and between **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, (hereinafter "County"), and **eda consultants inc.** whose mailing address is 720 SW 2nd Avenue, South Tower, Suite 300, Gainesville, Fl 32601, (hereinafter "Engineer").

In consideration of the mutual promises contained herein, County and the Engineer agree as follows:

ARTICLE 1 **NATURE OF THIS CONTRACT AND SERVICES TO BE PERFORMED**

The Engineer's responsibility under this Contract is to provide professional services on a continuing basis as set forth on Exhibit "A," which is attached hereto, and to perform and complete the work specifically set forth in each written directive from the County to the Engineer directing the completion of a project pursuant to this Contract (hereinafter a "Task Order").

The Work shall be performed on an as needed basis per project and by Task Order to this Contract. This Contract does not authorize the performance of any services by the Engineer except those requested by the County as part of a Task Order.

The performance of the Engineer's services shall be under the general direction of a County representative to be identified in each Task Order, who shall act as the County's representative under this Contract and each Task Order.

This Contract is a "Continuing Contract" pursuant to the "Engineers' Competitive Negotiation Act," Section 287.055, Florida Statutes, (hereinafter "Act"). Pursuant to this Contract, the County may award projects to the Engineer that are within the maximum dollar amounts for continuing contracts as provided in the Act. Should the Act be amended in the future to alter the maximum dollar amounts for continuing contracts, this Contract shall be deemed to be automatically likewise amended. Presently, the Act allows projects to be awarded pursuant to a continuing contract where the construction costs for the project do not exceed \$4 Million, and for study activity when the fee for such professional service does not exceed \$500,000.

ARTICLE 2

PAYMENTS TO ENGINEER

The County shall pay to the Engineer for services satisfactorily performed, as follows:

A. The Engineer shall bill the County for its services at the rates set out in and pursuant to Exhibit "B" which is attached hereto. Provided that the rates set out in and pursuant to Exhibit "B" which is attached hereto may be amended by the governing Board of the County and the Engineer, from time to time, provided that such amendment shall not be enforceable until and unless set out in a writing executed with the same formalities as this Contract. Further provided that for any particular project and upon receiving prior written approval by the governing board of the County, the Engineer may bill the County at a different rate or by a different method.

B. The Engineer will bill the County on a monthly basis for services rendered toward the completion of the scope of work contained in various Task Orders. The amounts billed shall represent the approximate completion of services outlined in such scopes of work.

C. Invoices received from the Engineer pursuant to this Contract will be reviewed and approved by the County, prior to payment. Invoices must reference this Contract and the Task Order against which the Engineer is billing.

D. Contractor's invoices to the County shall be clearly marked in sequential numerical order to minimize the chance of duplication of payment or failure to pay invoices when due. In order for both parties herein to close their books and records, the Engineer will clearly state "final invoice" on the Engineer's final/last billing to the County, this indicates that all services have been performed and all charges and costs have been invoiced to the County and there is no further work to be performed on the specific Task Order.

E. The payment of all invoices shall be subject to the "Local Government Prompt Payment Act," Part VII of Chapter 218, Florida Statutes.

F. Except for issues arising from contract indemnification provisions, the County shall have the right to retain out of any payment due the Engineer under this Contract an amount sufficient to satisfy any amount due and owing to the County by the Engineer on any other contract or agreement between the Engineer and the County. The County may withhold payment on any invoice in the event that the Engineer is in default

under any provision of this Contract or any other contract or agreement between the Engineer and the County as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold shall continue until such time as the default has been cured, and, upon cure, the County shall have the right to retain an amount equal to the damages suffered as a result of the default.

ARTICLE 3 **SCHEDULE**

The County and the Engineer shall approve each schedule for each Task Order, which will become a part of each Task Order. All testing and reports shall coincide with County requirements.

ARTICLE 4 **TRUTH-IN-NEGOTIATION CERTIFICATE**

The signing of this Contract by the Engineer shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and cost used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract.

The said rates and costs shall be reduced to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside Engineers. The County may exercise its rights under this article within one (1) year following final payment.

ARTICLE 5 **TERM**

The term of this Contract shall be from the date last executed by the parties and shall continue until and unless terminated by either party upon 30 days' prior written notice to the other party. This Contract may be terminated by either party with or without cause.

Unless the Engineer is in breach of this Contract, the Engineer shall be paid for services rendered to the County's satisfaction through the date of termination plus any reasonable and unavoidable costs incurred by Engineer and imposed by third parties due

to such termination, such as costs charged by third parties for cancelling orders for equipment, materials or services, but excluding attorney fees and fees charged by Engineer. After receipt of a Termination Notice and except as otherwise directed by the County and Engineer shall:

- A. Stop work on the date to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the County in both electronic medium and hard copy.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 **PERSONNEL**

The Engineer represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Engineer or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The Engineer warrants that all services shall be performed by skilled and competent personnel in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Immigration Affidavit Certification. Statutes and executive orders require employers to abide by the immigration laws of the United States and to employ only individuals who are eligible to work in the United States.

The E-Verify program, operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), provides an Internet-based means of verifying employment eligibility verification requirements.

CONTRACTORS are required to enroll in the E-Verify program within thirty (30) calendar days of contract award, and use E-Verify within thirty (30) calendar days thereafter to verify employment eligibility of their newly hired employees assigned to the contract at the time of enrollment in E-Verify. Additionally, CONTRACTORS shall flow down the requirement to use E-Verify to their subcontracted vendors.

CONTRACTOR acknowledges and shall be fully responsible for complying with the provisions and regulations relating thereto, as either may be amended. Failure to comply with the laws referenced herein shall constitute a breach of agreement and the COUNTY and/or CONTRACTOR shall have the discretion to unilaterally terminate said agreement immediately.

ARTICLE 7

SUBCONTRACTING

The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly the Work described in this Contract. The Engineer is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Engineer shall promptly do so, subject to acceptance of the new subcontractor by the County.

ARTICLE 8

FEDERAL AND STATE TAX

The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Engineer for the use by the Engineer in purchasing materials to be used exclusively for County projects. The Engineer shall not otherwise be exempted from paying tax to their suppliers for materials used to fulfill contractual obligations with the County, nor is the Engineer otherwise authorized to use the County's Tax Exemption Number in securing such materials.

The Engineer shall be responsible for payment of his/her own FICA and Social Security benefits with respect to this Contract.

ARTICLE 9

AVAILABILITY OF FUNDS

The obligations of the County under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the governing board of the County. The County shall promptly notify the Engineer should funds become unavailable, and in that event the Engineer shall be entitled to stop all work until funds become available.

ARTICLE 10

INSURANCE

A. The Engineer shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the County.

B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Engineer shall furnish Certificates of Insurance to the County prior to the commencement of operations. The Certificates shall clearly indicate that the Engineer has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Compliance with the foregoing requirements shall not relieve the Engineer of its liability and obligations under this Contract.

C. The Engineer shall maintain during the term of this Contract, standard Professional Liability Insurance in the amount of \$1,000,000.00 per occurrence.

D. The Engineer shall maintain during the life of this Contract, Comprehensive General Liability Insurance in the amount of \$ 1,000,000 per occurrence to protect the Engineer from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the Engineer or by anyone directly employed by or contracting with the Engineer.

E. The Engineer shall maintain during the life of this Contract Comprehensive Automobile Liability Insurance in the amount of \$ 1,000,000 combined single limit for bodily injury and property damage liability to protect the Engineer from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Engineer or by anyone directly or indirectly employed by the Engineer.

F. The Engineer shall maintain during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by the law for all of its employees as required by and pursuant to Florida Statutes 440.02.

G. All insurance other than Professional Liability and Workers' Compensation, to be maintained by the Engineer shall specifically include the County as an "Additional Insured," for the vicarious liability resulting from the conduct of the Engineer and others employed and/or utilized by the Engineer in the performance of the services.

ARTICLE 11 **INDEMNIFICATION**

The Engineer shall indemnify and hold harmless the County, its agents, employees, elected officers and representatives from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Engineer and persons employed or utilized by the Engineer in the performance of this Contract. This article shall survive the termination of this Contract and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law.

Notwithstanding anything else in this Contract to the contrary, nothing in this Contract shall be construed to waive or otherwise affect the protections of sovereign immunity and/or Section 768.28, Florida Statutes, otherwise enjoyed by the County.

ARTICLE 12 **SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon the parties and their respective partners,

successors, executors, administrators and assigns. Provided that neither party may assign, sublet, convey or transfer its interest in this Contract without the written consent of the other.

ARTICLE 13

CONFLICT OF INTEREST

The Engineer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Engineer further represents that no person having any such interest shall be employed for said performance.

The Engineer shall promptly give written notice to the County of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Engineer's judgment or quality of services being provided hereunder. Such written notice shall identify the prospective business association, interest or circumstance, the nature of work that the Engineer may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Engineer.

If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Engineer, the Engineer may enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Engineer under the terms of this Contract. The County agrees to give written notice to the Engineer of its opinion within 30 days of receipt of notification by the Engineer.

ARTICLE 14

EXCUSABLE DELAYS

The Engineer shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Engineer's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's emissive and commissive failures; natural or public health emergencies; freight embargos; and severe weather conditions.

If delay is caused by the failure of the Engineer's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the

Engineer and its subcontractor(s) and is without the fault or negligence of either of them, the Engineer shall not be deemed to be in default.

Upon the Engineer's request, the County shall consider the facts and extent of any delay in performing the work and, if the Engineer's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

ARTICLE 15 **ENGINEER NOT TO PLEDGE COUNTY'S CREDIT**

The Engineer shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Engineer further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 16 **DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

All tracings, plans, specifications, maps, computer files, permits, and/or reports prepared or obtained under this Contract, as well as all data collected, together with summaries and charts derived therefrom (hereinafter "the deliverables"), shall be considered works made for hire and shall be the property of the County and may be reproduced, used and reused at the discretion of the County. Neither party shall copyright any material and products or patent any invention developed under this Contract, except with the prior written agreement of the governing board of the County and the Engineer and upon such terms as may be then negotiated between the parties. The County acknowledges that the deliverables provided by the Engineer are intended by the Engineer for use only as to the projects which are the subject of this Agreement and the applicable Task Order and are not intended for reuse on extensions of such projects or any other project. Use of the deliverables for any project other than the Task Order for which such deliverables were intended without the written consent of the Engineer shall be at the sole risk of the user, without recourse to the Engineer.

Where documents must be filed with other government agencies, the Engineer will

furnish copies to the County upon request. The County shall have the right to visit the Engineer's work site for inspection of the work and the drawings of the Engineer at any time.

The Engineer shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all such documents and materials prepared by and for the County under this Contract.

Except as otherwise required pursuant to law, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County or at its expense will be kept confidential by the Engineer and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent.

The provisions of this article shall survive the termination of this Contract.

ARTICLE 17

INDEPENDENT CONTRACTOR RELATIONSHIP

The Engineer is, and shall be, in the performance of all work services and activities under this Contract, and Independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times and in all places be subject to the Engineer's sole direction, supervision, and control.

The Engineer shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Engineer's relationship and the relationship of its employees to the County shall be that of an Independent Contractor and not as employees or agents of the County. The Engineer does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this agreement.

ARTICLE 18

NO WARRANTY BY COUNTY

Approval by the County of any of the Engineer's work, including but not limited to drawings, design specifications, written reports, or any work products of any nature whatsoever furnished hereunder, shall not in any way relieve the Engineer of

responsibility for the technical accuracy and adequacy of the work. Neither the County's review, approval or acceptance of, or payment for, any of the services furnished under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract. The Engineer shall be and remain liable in accordance with all applicable laws for all damages to the County caused by the negligent performance by the Engineer or any of its subcontractors of any of the services furnished under this Contract. The Engineer hereby warrants that all designs, drawings, plans and specifications, written works, or any work product are compliant with all applicable codes, laws, ordinances, standards, etc. in effect at the time the design is submitted for permit. The County has the right to rely upon all such professional representations and services provided under this Contract.

ARTICLE 19 **ACCESS AND AUDITS**

The Engineer shall maintain adequate records to justify all charges, expenses, and costs incurred in performing work under each Task Order for at least three (3) years after completion of this Contract. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 20 **COMPLIANCE WITH LAWS**

The Engineer and its employees shall promptly observe, comply with, and execute the provisions of any and all present and future federal, state, and local laws, rules, regulations, ordinances and codes which may pertain or apply to the professional services that may be rendered pursuant to this Contract, including but not limited to the following:

- A. All final plans, documents, reports, studies, permits and other data prepared by the Engineer shall bear the design professional's seal/signature, in accordance with the applicable Florida Statutes that governs and Administrative Rules promulgated by the Department of Business and Professional Regulation, in effect at that time.
- B. Chapter 337.162 Florida Statutes applies as follows:
 - 1. If the County has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it

will submit a complaint about the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.

2. Any person who is employed by the County and who is licensed by the Department of Business and Professional Regulation and who, through the course of his employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules will submit a complaint about the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455 and the state licensing law applicable to that licensee. The complaint shall be confidential.
 3. Any confidential information submitted to the Department of Business and Professional Regulation shall remain confidential pursuant to Chapter 455 and applicable state law.
- C. The Engineer shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, disability, age, religion, gender, or national origin in the performance of work under this Contract.
- D. The Engineer warrants that the Engineer has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this Paragraph, the County shall have the right to immediately terminate this Contract without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration. No member of the County, and no other officer, employee, or agent of the County who exercise any functions or responsibilities in connection with the carrying out of the projects to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

- E. The Engineer shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Engineer, or its sub-Engineers, in conjunction with this Contract. Failure by the Engineer to grant such public access shall be grounds for immediate unilateral cancellation of this Contract by the County. Engineer shall comply with all public records laws, including, but not limited to, Section 119.0701, Florida Statutes.
- F. The Engineer agrees that it shall make no statements, press releases, or publicity releases concerning this Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Contract, or any particulars thereof, during the term of this Contract, without first notifying the County and securing its consent in writing.
- G. Engineer covenants and agrees that it, its employees, and its subcontractors shall be bound by the standards of conduct provided in applicable Florida Statutes and applicable rules of the Department of Business and Professional Regulation as they relate to work performed under this Contract.

ARTICLE 21

ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Engineer agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 22

ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all

such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 23

AUTHORITY TO PRACTICE ITS PROFESSION

The Engineer hereby represents and warrants that it has all necessary licenses, registrations, certificates, permits, and any and all other authorizations as are required by local, state, or federal law, in order for the Engineer to render the professional services provided herein.

The Engineer shall, during the life of this Contract, keep in full force, effect, and good standing all necessary licenses, registrations, certificates, permits, and any and all other authorizations as are required by local, state, or federal law, in order for the Engineer to render the professional services provided herein.

The Engineer shall immediately give written notice to the County should any necessary licenses, registrations, certificates, permits, and any and all other authorizations as are required by local, state, or federal law, in order for the Engineer to render the professional services provided herein be suspended, revoked or otherwise impaired, temporarily or permanently, regardless of fault of the Engineer.

The Engineer shall also require all subcontractors to comply by contract with the provisions of this article.

ARTICLE 24

SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 25

AMENDMENTS AND MODIFICATIONS

No Task Orders and/or modifications of this Contract shall be valid unless in

writing and signed by each of the parties. All Amendments and modifications shall be in the form of a change order or Task Order.

The County reserves the right to make changes in the Work, including alterations, reductions therein or additions thereto. Upon receipt by the Engineer of the County's notification of a contemplated change, the Engineer shall (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County in writing if the contemplated change shall affect the Engineer's ability to meet the completion dates or schedules of this Contract.

If the County so instructs in writing, the Engineer shall suspend work on that portion of the Work affected by a contemplated change, pending the County's decision to proceed with the change.

If the County elects to make the change, the County shall issue a Task Order for changes to a task in progress or a contract change order if the original contract is being changed or amended and the Engineer shall not commence work on any such change until such written Task Order or change order has been issued and signed by each of the parties.

ARTICLE 26

ENUMERATION OF CONTRACT DOCUMENTS

The Contract Documents, except for modifications issued after execution of this Contract, will be enumerated in each Task Order.

ARTICLE 27

APPLICABLE LAW, JURISDICTION, VENUE AND WAIVER OF JURY TRIAL

This Contract shall be governed by the laws of the State of Florida. The exclusive jurisdiction and venue for any arbitration, mediation and/or litigation concerning or related to this Contract shall be the County Court and the Circuit Court in and for Columbia County, Florida. All controversies, claims, or disputes shall be decided by a judge, without a jury. The parties knowingly and voluntarily waive their right to a trial by jury for all such controversies, claims and disputes.

ARTICLE 28

ARBITRATION

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

ARTICLE 29
CONTRACT TO BE NON-EXCLUSIVE

This Contract is non-exclusive. The County shall have the right, but not the obligation, to use the Engineer under the terms of this Contract for any particular project or part of a project. This Contract shall not be construed to require the County to: (1) use the Engineer for any particular project or type of project, (2) use the Engineer on a regular basis, (3) use the Engineer for any minimum number of tasks, or (4) pay the Engineer any minimum compensation. The County may enter into other continuing contracts with and utilize other firms or professionals for the performance of services which are similar or identical to the services which might otherwise have been awarded to the Engineer under this Contract. The County may, from time to time, issue separate requests for proposals and enter into separate contracts for the performance of services which are similar or identical to the services which might otherwise have been awarded to the Engineer under this Contract. All such actions shall be subject to the sole discretion of the County.

ARTICLE 30
NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

Mr. David Kraus
County Manager
Post Office Box 1529
Lake City, Florida 32056-1529

and if sent to the Engineer shall be mailed to:

Mr. Sergio Reyes, P.E, President
eda consultants, inc.
720 SW 2nd Ave., South Tower, Suite 300
Gainesville, Fl 32601

ARTICLE 31
MISCELLANEOUS

The heading preceding the several articles and sections hereof are solely for convenience of reference and shall not constitute a part of this Contract or affect its meaning, construction or effect. The terms of this Contract are for the exclusive benefit of the parties to this Contract and shall not create any right or obligation in any person or entity not a signatory hereto.

EXECUTED by the County, **COLUMBIA COUNTY, FLORIDA**, this 2nd day of June, 2022.

COLUMBIA COUNTY, FLORIDA

By: _____
Robby Hollingsworth, Chairman
Board of County Commissioners

ATTEST:

James M. Swisher, Clerk of Courts

Form Approved by: _____
County Attorney

ENGINEER: eda consultants inc.

EXECUTED by the Engineer, _____, this
____ day of _____, 2022.

Print: _____

Title: _____

Witness

Witness

EXHIBIT “A”

SCOPE OF SERVICES

Contracted firm will respond to Board of County Commissioners request to provide Planning and Engineering Services as listed below:

- Planning and Engineering Services: Engineer will review site plans and storm water calculations related to Site & Development Plans and Special Exception Applications
- Engineer review will review for adequacy and issue comments and the issuance of a letter of acceptance (Note: Engineer will not be required to attend County Commission meetings)
- Planning Services related to Comprehensive Plan Amendments
- Site Specific Amendments to the Official Zoning Atlas (Rezoning)
- Special Exceptions
- Variances
- Planning Services may include completeness review of all development and applications and
 - Review of all application materials to ensure compliance with the Comprehensive Plan
 - Land Development Regulations
 - Coordination with the review engineer of planning related comments to site plans
 - Writing advertisements, post notices, resolutions, ordinances and staff reports
 - Compliance with all applicable state and federal laws
 - Planning Services may require Planner to make presentations before the Board of County Commissioners

EXHIBIT "B"

Rate Schedule for Planning & Engineering Review Services are attached and included with Exhibit "B".

When an application or site plan is determined by Firm to be more complex, involved, or extensive, then Firm may submit request to the County for applying the hourly rates in lieu of the not to exceed rates as shown. Requests to apply the hourly rates for a review must be submitted and approved by County as soon as apparent the applications or site plans are more involved than the normal or routine.

RFQ 2022 - U
Planning & Engineering Review Services
Proposed Rate Schedule



- 1.) Engineering Services – General: See Attached Hourly Rates
- 2.) Site Plan Review – Minor: Not to Exceed \$300.00
- 3.) Site Plan Review – Major: Not to Exceed \$500.00
- 4.) Engineer Attending Public Hearing: Not to Exceed \$400.00
- 5.) Planning Services – General: See Attached Hourly Rates
- 6.) Planning Review of Zoning Application
 - a.) With Staff Report: Hourly Rate Not to Exceed \$900.00
 - b.) Without Staff Report: Hourly Rate Not to Exceed \$400.00
- 7.) Planner Attending Public Haring: Not to Exceed \$350.00
- 8.) Subdivision Construction Plan Review
 - a.) Subdivision with 25 lots or less: Not to Exceed \$400.00
 - b.) Subdivision with 26-100 lots: Not to Exceed \$ 900.00
 - c.) Subdivision with more than 100 lots: Not to Exceed \$1800.00

Note: All our services will be charged hourly rates with the limits of the not to exceed amounts.

Name of Engineering Firm: eda consultants, inc.

A handwritten signature in blue ink, appearing to read 'Sergio Reyes', is written over a horizontal line.

Authorized Signature: _____

Sergio Reyes, PE
President

Date Signed: 05-25-2022



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. The first meeting of every month is at 9:30AM while the second meeting of every month takes place at 5:30PM. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 5/26/2022 Meeting Date: 6/2/2022

Name: John Crews Department: BCC Administration

Approved By:

A handwritten signature in blue ink, appearing to be "John Crews", is written over a light blue circular stamp.

1. Nature and purpose of agenda item:

Updates from the County Manager on Ft White/Columbia County Utility Advisory Committee, North Florida Mega Industrial Park, and the Budget

2. Recommended Motion/Action:

None

3. Fiscal impact on current budget.

This item has no effect on the current budget.