



## COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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

Today's Date: March 12, 2020

Meeting Date: March 19, 2020

Name: David Kraus

Department: Bcc Administration

Division Manager's Signature: \_\_\_\_\_

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

### 1. Nature and purpose of agenda item:

This contract with Arcadis is for the engineering design and construction management for the Ellisville WWTP expansion Project. It is funded by a 2017 CDBG - Economic Development Grant related to the construction of a Truck Service Center. .

### 2. Recommended Motion/Action:

Motion to approve contract with Arcadis

### 3. Fiscal impact on current budget.

This item is currently budgeted. The account number to be charged is 405-3503-535.60-31

## **CONTRACT FOR ENGINEERING SERVICES**

This Contract is made as of the \_\_\_\_ day of \_\_\_\_\_, 2019, 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 **ARCADIS.**, whose mailing address is 3109 W. Dr. Martin Luther King Jr. Blvd. Suite 350, Tampa, FL 33607, (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 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.

This Contract does not authorize the performance of any services by the Engineer except those requested by the County as part of the approved Scope of Work.

The performance of the Engineer's services shall be under the general direction of a County representative to be identified in the approved Scope of Work, who shall act as the County's representative under this Contract.

### **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 the schedules under Work completed under this agreement. 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.

**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 Workman's 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 Statute 440.02.

G. All insurance other than Professional Liability and Workman's 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 Statute 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.
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- 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.
  - C. 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.
  - D. 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.
  - E. 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 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.

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. Chad Williams  
County Engineer  
607 NW Quinten St.  
Lake City, FL 32055

and if sent **to** the Engineer shall be mailed to:

Sean Chaparro  
Arcadis  
3109 W. Dr. Martin Luther King Jr. Blvd., Suite 350  
Tampa, FL 33607

**IN WITNESS WHEREOFF**, the parties have executed the agreement the day and year first above written.

**WITNESS:**

**ARCADIS U.S., Inc.**

Signed By: \_\_\_\_\_

Signed By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

**ATTEST:**

**COLUMBIA COUNTY**

Signed By: \_\_\_\_\_

Signed By: \_\_\_\_\_

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

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





## **Exhibit A**

### **Columbia County Expansion of the Ellisville WWTP to Support Economic Development Opportunity February 2020**

#### **Scope of Professional Services**

#### **PROJECT BACKGROUND**

In early 2018, Columbia County (COUNTY) commissioned the Ellisville wastewater treatment package plant to replace an old package plant located at the Ellisville I-75/County Road 441 Interchange and the Dream Inn WWTP. The new package plant was designed for a total treatment capacity of 25,000 gallons per day based on an annual average daily flow (AADF). Since commissioning the new package plant, the COUNTY anticipates new prospective sewer customers, including a new truck stop and restaurant. For the new wastewater treatment plant to accept the additional flow contributions, a facility expansion is required. To ready the Interchange for this economic development opportunity, Arcadis U.S, Inc. (CONSULTANT) will provide detailed design, permitting, bidding, and construction administration services for the Ellisville WWTP expansion.

Provisions to support future expansion were included in the original package plant design. The expansion will make use of reserved footprints and piping connections and will include installation of one new pre-cast concrete 25,000 gpd AADF packaged wastewater treatment plant identical to the existing package plant, three new rapid infiltration basins (RIBs) identically sized as the existing units, and interconnecting piping.

CONSULTANT will prepare detailed design packages for the Ellisville WWTP Expansion, with deliverables that will include 90% Design and 100% Design (bid ready) submittals. CONSULTANT will also prepare and submit the permit modification application to FDEP, provide bidding assistance and construction administration services.

#### **SCOPE OF WORK**

##### **Task 1 – Project Management**

The project management services described under this task will cover the phases of this Scope of Services, including detailed design, permitting, bidding, and construction administration services. The project period is estimated as 12 months for budgeting purposes. This estimate is based on a 3-month design and permitting period, followed by a 2-month bid period, and a 7-month construction period.

- 1.1 General Project Management Services: The effort included in general project management services is estimated based upon the tasks of this Scope of Services. The project management effort includes project staffing, coordination with the COUNTY, and budget and schedule management over the anticipated life of this project.
- 1.2 Monthly Invoice: CONSULTANT will prepare a monthly invoice, including a status report summarizing the activities performed during the invoicing period and submit to the COUNTY Project Manager.

## **Task 2 – Ellisville WWTP Expansion Design**

CONSULTANT will prepare design documents for the Ellisville WWTP Expansion for the following items:

- Installation of one new 25,000 gpd AADF pre-cast concrete treatment plant identical in configuration and equipment as the existing package unit.
  - Installation of three new RIBs identically sized as the existing units.
  - Installation of interconnecting yard piping, fittings, valves, and appurtenances.
  - Electrical system and standby power upgrades to support the new loads.
  - Chlorine contact tank upgrades to the existing treatment train to address comments received by Florida Department of Environmental protection (FDEP) pertaining to the need to provide redundancy to meet Class III reliability requirements.
- 2.1 90% Design Documents: CONSULTANT will prepare a 90% design submittal. The design will be based on a treatment module provided by the original equipment manufacturer of the existing module. The 90% design submittal shall include:
    - Front end documents and technical specifications.
    - Drawings for civil, mechanical, structural, electrical, and instrumentation and control design.
    - Engineer's opinion of probable construction costs (EOPCC).

CONSULTANT will prepare design drawings and specifications for the 90% design documents. The documents shall use CONSULTANT's standard Front End documents and Technical Specifications in Construction Specifications Institute (CSI) format. Technical specifications shall be prepared using Microsoft Word (latest version) and printed on 8½" X 11" bond paper. 100% design drawings will be prepared using AutoCAD 2020 and interim submittals will be issued electronically.

The COUNTY will receive electronic files in PDF format of the 90% design package. CONSULTANT will prepare an EOPCC that will be submitted with the 90% design plans. Within two weeks of submittal, CONSULTANT will lead a conference call to review the design package and discuss any comments the

COUNTY may have.

- 2.2 100% Design/Bid Ready Documents: CONSULTANT will update the design package based on COUNTY feedback and 90% design review comments. Upon incorporation of COUNTY comments, CONSULTANT will prepare and submit signed and sealed bid ready documents to the COUNTY for use in bidding. The final bid ready submittal will include:
- Final Bid Ready drawings supplied as one (1) signed and sealed full size (22" X 34") paper set.
  - Final Bid Ready specifications supplied as one (1) complete hard copy on standard 8½" X 11" size paper.
  - An electronic PDF of the signed and sealed drawings and specifications.
  - Electronic files of all drawings in AutoCAD 2020.
  - An updated EOPCC

### **Task 3 – Bid Phase Services**

CONSULTANT understands the COUNTY will be responsible for advertising and distributing the Bid Documents. CONSULTANT will provide the following bid phase services in connection with the Ellisville WWTP Expansion project.

- 3.1 Pre-Bid Meeting: Attend a Pre-Bid Meeting at the COUNTY including a site visit.
- 3.2 Addenda: CONSULTANT shall provide clarification to Bidder inquiries and requests for information and shall prepare and submit up to two (2) addenda to COUNTY for distribution to bidders.
- 3.3 Bid Tabulation: CONSULTANT shall assist the COUNTY in reviewing the qualifications of the apparent low bidder and make a recommendation for award to the COUNTY. As part of this recommendation, CONSULTANT shall make calls to up to two references provided by the apparent low bidder and provide a written summary of the calls to the COUNTY.
- 3.4 Conformed Documents: CONSULTANT shall prepare and submit an electronic copy of conformed Contract Documents that incorporate changes made via addendum during the Bidding period.

### **Task 4 – Permitting Services**

CONSULTANT shall be responsible for preparing the permit application and backup information for the Florida Department of Environmental Protection (FDEP) permit modification necessary for the construction of the Ellisville WWTP Expansion. The scope of work includes conducting a pre-submittal conference call with FDEP, preparation and submittal of permit modification package, and response to requests for additional information (RAIs).

- 4.1 FDEP Major Modification Permit - Per discussion with the FDEP Northwest District, the WWTP expansion will be permitted as a major modification to the existing South Columbia County Regional WWTP permit. The permit modification application required for the new treatment train and RIBs will be prepared and submitted by CONSULTANT to FDEP for review with the 90% design submittal. The COUNTY will be responsible for payment of the permit application fee. CONSULTANT shall notify the COUNTY a minimum of 10 calendar days in advance of permit submittal of the fee to allow the preparation of a check for inclusion with the application submittal.

CONSULTANT will include basis of design information in the major modification application to the FDEP for review and comment and participate via teleconference to review comments and any additional regulatory requirements. This task includes response to one set of FDEP comments or questions.

#### **Task 5 - Construction Phase Services**

The following construction phase services assume one construction contract with a 7-month construction duration. Full-time inspection is to be provided by the COUNTY or a third party under a separate agreement.

- 5.1 Pre-Construction Meeting and Construction Progress meetings: CONSULTANT shall lead one pre-construction conference call with the COUNTY and CONTRACTOR. CONSULTANT will also lead monthly construction progress meetings with the COUNTY and CONTRACTOR. CONSULTANT will prepare minutes of the meetings covering topics discussed and decisions made. CONSULTANT shall distribute copies of meeting minutes to all attendees within one week of the meeting date.
- 5.2 Review shop drawings, product data and samples, alternate material and product submittals, and performance tests submitted by the CONTRACTOR for conformance with the design concept of the project and with the information provided in the contract documents. CONSULTANT estimates up to ten (12) shop drawing submittals for review at four (4) hours per submittal. This includes up to two (2) resubmittals.
- 5.3 Respond to CONTRACTOR's formal requests for information (RFI) and interpret the intent of the contract documents. CONSULTANT estimates a total of four (6) RFIs for review at two (2) hours per RFI. Any effort related to the number of RFIs in excess of the anticipated level of effort shall be paid by the COUNTY.
- 5.4 Provide engineering input as requested by the COUNTY to respond to change order requests from the CONTRACTOR. CONSULTANT estimates a total of one (1) change order request. CONSULTANT estimates an average preparation, redesign, review, and processing effort of eight (8) hours per change order.
- 5.5 Provide limited site visits by the Project Manager, and appropriate design team member(s) during construction at key construction milestones. Members of the design team shall make periodic site visits at intervals appropriate to the various construction stages of the work in progress. Such site visits shall review materials

and equipment being used to determine if work is proceeding, in general, in accordance with the contract documents. CONSULTANT estimates a total of four (4) site visits during construction. These would also coincide with any progress meetings, but excludes startup.

- 5.6 Assist the COUNTY with a walkthrough of the project and prepare a punch list.
- 5.7 Observe the CONTRACTOR perform the startup of the new treatment plant and review results of the performance testing. CONSULTANT assumes that this will require a single site visit.
- 5.8 Record drawings: CONSULTANT will prepare record drawings based on CONTRACTOR "as-built" red line markups of the WWTP expansion in AutoCAD 2020 and PDF format. CONSULTANT assumes that any COUNTY comments will be incorporated into the CONTRACTOR markups during construction. CONSULTANT will not be held responsible for any errors or omissions in the information from others that are incorporated into the as-built drawings.
- 5.9 Certification: CONSULTANT will prepare the construction completion and certification forms for submittal to FDEP to obtain the required clearance to place the facility into operation.

#### **SCOPE ASSUMPTIONS**

- WWTP expansion will be a pre-engineered pre-cast concrete package treatment system, manufactured by the same equipment manufacturer responsible for the existing treatment plant.
- WWTP design will be based on a single equipment manufacturer's design.
- Project management time is greatly dependent on the schedule of the work. If for any reason the schedule is extended, other than by CONSULTANT, the fees for project management time may increase.
- No endangered species screening activities are proposed.
- No wetlands exist within the site of the design and construction activities.
- No USACE or SRWMD wetland permitting are included.
- No FDOT Traffic plans are included.
- Front End documents and technical specifications to be utilized will be CONSULTANT's standard documents.
- There are no provisions for odor control in this project.
- The existing auto-dialer system has enough spares to accommodate new equipment alarming.
- The COUNTY does not have an existing SCADA system, nor will a SCADA system be provided.
- No separate survey is part of this scope of work. Survey obtained during the existing WWTP construction will be utilized. COUNTY will be responsible for supplementary survey, as may be required.
- No separate geotechnical investigation is part of this scope of work. Supplemental

geotechnical samples will be obtained by the COUNTY.

- RIB design will be based on FDEP allowable average annual hydraulic loading rate of 3- inch per day, or 1.9 GPD/Ft<sup>2</sup>.
- 480v, 3-phase power is available for the WWTP expansion.
- Any fees required for permitting will be the responsibility of the COUNTY.
- Project schedule assumes all work shall be bid as one project.
- Construction duration for the project is expected to be 7 months.
- The COUNTY will advertise and distribute bid documents to plan houses and prospective bidders.
- Stormwater management permitting through the SRWMD (Environmental Resource Permit) is not a part of this scope of work. If the additional impervious area for the expanded wastewater treatment package system requires an ERP, additional scope and fee will be negotiated.
- Wastewater treatment package plant design will be based on a 25,000 gpd AADF system as manufactured by Mack Industries. CONSULTANT recommends that the COUNTY standardize on Mack Industries to standardize on package system configuration and equipment, and facilitate operations, parts interchangeability, and a single contact for manufacturer's support services.
- Wastewater treatment package plant(s) are standalone units that will be located outdoor without the need for an equipment building. No Columbia County building permit is anticipated and is not included in this scope of services
- CONSULTANT's scope and budget is based on COUNTY furnishing services of an "Owner's Representative" (anticipated to be a COUNTY employee) at the construction Site during the project's construction phase. The individual that will be Owner's Representative at the Site and their responsibilities and limitations of authority will be indicated to CONSULTANT by COUNTY prior to the completion of the Project's final design phase. Such responsibilities and limitations of authority will be indicated by CONSULTANT in the Project's Supplementary Conditions.
- CONSULTANT will coordinate with COUNTY's Owner's Representative for construction activities at the Site. CONSULTANT will rely on the information, data, reports of inspections and testing reports furnished to CONSULTANT by Owner's Representative and COUNTY, and discussion and meetings (including written records thereof) furnished to CONSULTANT by COUNTY and by the CONTRACTOR. CONSULTANT will rely upon the accuracy of such information and, to the extent practical based on physical constraints and the limitations of time and budget, CONSULTANT will endeavor to verify the accuracy of such information.

## PROJECT SCHEDULE

<b><u>Task</u></b>	<b><u>Duration</u></b>
Task 1 – Project Management	12 months
Task 2 – Ellisville WWTP Expansion Design	3 months
Task 3 – Bid Phase Services	2 months
Task 4 – Permitting Services (concurrent w/ design)	3 months
Task 5 – Construction Phase Services	7 months

## COMPENSATION TO ARCADIS

For this Scope of Services, CONSULTANT will be compensated a Lump Sum of \$87,290.00 in accordance with the terms of the agreement as outlined in the schedule of compensation provided below. The Construction Phase Services will not proceed without authorization from the COUNTY.

**Table 1: Fee Breakdown Summary**

<b>Task ID</b>	<b>Task</b>	<b>Lump Sum</b>
1.0	Project Management	\$ 3,650.00
2.0	Ellisville WWTP Expansion Design Modifications	\$ 38,340.00
3.0	Bidding Services	\$ 4,530.00
4.0	Permit Modification for Ellisville WWTP Expansion	\$ 4,395.00
5.0	Construction Administration Services	\$ 36,375.00
	<b>Total</b>	<b>\$ 87,290.00</b>



## Exhibit B

### Arcadis US, Inc. Proposed Rate Sheet

Staff Category	Name	Billable Rate
Officer	Pomales O'Connor Serrette	\$215.00
Project Manager	Chaparro Knowles	\$185.00
Principal Professional Engineer/Scientist	Hobi Ware Venner	\$180.00
Senior Professional Engineer/Scientist	Battle Naik	\$165.00
Professional Engineer/Scientist	Rosman DaCunha	\$135.00
Engineer/Scientist	Dandane Nguyen Pitcher	\$105.00
Senior Designer/Technician	Guzman	\$125.00
Senior Clerical/Accounting	Ford Nespolini Stewart	\$105.00
Clerical	Embras Szabo	\$65.00