

# MASTER CONSULTING AGREEMENT

**THIS MASTER CONSULTING AGREEMENT** (this "Agreement") is entered into as of the Effective Date defined in Article I, below, between COLUMBIA COUNTY (the "**COUNTY**"), a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is Post Office Box 1529, Lake City, Florida 32056, and NORTH FLORIDA PROFESSIONAL SERVICES, INC. (the "**CONSULTANT**"), a Florida Corporation, whose address is Post Office Box 3823, Lake City, Florida 32056 and whose Federal Employer Identification Number is 27-1868423.

WHEREAS, the COUNTY owns and operates a variety of public infrastructure; and,

WHEREAS, the COUNTY desires to retain the services of a competent and qualified CONSULTANT to design, survey, permit, prepare construction documents, provide construction bidding assistance, and provide construction engineering inspection and closeout certifications for required clearances for a project that will consist of approximately 9.9 miles of 12-inch potable water transmission main between the COUNTY's Ellisville Water Treatment Plant (WTP) and the COUNTY's Fort White WTP. The facilities to be constructed include hydrants, valves, miscellaneous fittings and appurtenances, and up to two (2) chlorine booster stations. The proposed pipeline route generally follows US Highway 41/441 and County Road 18, as shown in the attached Exhibit A.

WHEREAS, the COUNTY solicited for these professional services via RFQ 2022-A, an advertised request for qualifications, and received several responsive proposals thereto; and

WHEREAS, after review and consideration of all responsive proposals, the COUNTY desires to engage the CONSULTANT to provide the professional services; and

WHEREAS, the CONSULTANT remains agreeable to providing the COUNTY the professional services and represents that it is capable and prepared to do so;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree, as follows:

## 1. Term.

- 1.1. This Agreement shall take effect on February 11<sup>th</sup>, 2022 (the "Effective Date").
- 1.2. The initial term of this Agreement shall be for a three (3) year time period, commencing upon the Effective Date and shall remain in force and effect unless sooner terminated as provided herein. This agreement may be extended for an additional term of three (3) years upon mutual agreement of the parties regarding rates for services and costs.

## 2. Services to Be Performed by the CONSULTANT

- 2.1. The COUNTY does hereby retain the CONSULTANT to furnish, provide and perform the professional services (collectively, the "Services") described in the COUNTY'S Request for Qualification RFQ #2021-K, to include all attachments and addenda, and in the CONSULTANT'S response thereto (collectively, "RFQ 2021-K") is attached hereto as a composite "Exhibit A" and made a part of this Agreement) as those Services may be further specifically designated and authorized by the COUNTY in writing. Such authorization will be issued in the form of a TASK ORDER (TO). All provisions of this Agreement shall apply to any TO as if appearing in full therein. Each TO will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages, if applicable, and initiation and completion date. Each TO for a Lump Sum

scope will include a schedule of deliverables with associated milestones to complete the deliverables.

2.2. The CONSULTANT is not authorized to undertake any project without a duly executed TO, which shall specify the Services to be performed and the time to be completed. The CONSULTANT acknowledges that the COUNTY may employ several different consultants to perform the same or similar Services for the COUNTY and that the CONSULTANT has not been employed as the exclusive agent to perform any such Services.

2.3. When the CONSULTANT and the COUNTY enter into a TO where the term of the TO expires on a date that is later than the date of this Agreement, the CONSULTANT and the COUNTY agree that the terms of this Agreement and any amendments, attachments, or provisions thereof are automatically extended until the expiration or full completion of the requirement of the TO.

### **3. Compensation**

#### **3.1. General**

3.1.1. The COUNTY shall pay the CONSULTANT in accordance with "Exhibit B, Fee Schedule," which is attached hereto and made a part of this Agreement. The Fee Schedule identifies all job classifications, which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of Services by personnel in job classifications not listed on the Fee Schedule may result in non-payment for such services.

3.1.2. The Fee Schedule, as set out in Exhibit B may be adjusted by an amendment to this Agreement, after mutual written agreement of the parties, annually beginning one (1) year from the Effective Date of this Agreement. Such amendment shall operate prospectively only and shall not alter fee schedules for TO's in effect at the time of the amendment.

3.1.3. Compensation may be negotiated as a "Not-To Exceed" or "Lump-Sum" price on each individual TO.

3.1.4. Invoices must reference the applicable TO Number, using an invoice form approved by the County.

3.1.5. All of the CONSULTANT invoices, other than those for "Lump-Sum" projects, shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional supporting documents may be requested by the COUNTY and, if so requested, shall be furnished by the CONSULTANT to the County Auditor's satisfaction. These include but are not limited to reimbursable expenses as outlined in Section 3.2 of this Agreement.

3.1.6. All of the CONSULTANT invoices for "Lump-Sum" projects shall be accompanied by the schedule of deliverables with associated milestones. Invoices for payment should be submitted as each milestone is complete. Additional supporting documents may be requested by the COUNTY and, if so requested, shall be furnished by the CONSULTANT to the County's satisfaction. These include but are not limited to reimbursable expenses as outlined in Section 3.2 of this agreement.

- 3.1.7. The CONSULTANT'S Project Manager or other authorized officer shall, by affidavit, attest to the correctness and accuracy of all charges and requested reimbursements.
- 3.1.8. Any invoice submitted that does not satisfy the criteria as outlined herein will be returned to the CONSULTANT until correct.
- 3.1.9. Each individual invoice shall be due and payable forty-five (45) days after the date the COUNTY receives a correct, fully documented, invoice in form and substance satisfactory to the COUNTY with all appropriate cost substantiations attached. All invoices shall be delivered to:

Columbia County  
P.O. Box 1529, Lake City, FL 32056  
Attn: Chad Williams, County Engineer  
Phone: 386-758-1019  
Email: chad\_williams@columbiacountyfla.com

- 3.1.10. In order to enable both parties to close their books on a project, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT'S final/last billing for the services rendered to the COUNTY for each project. The CONSULTANT'S submission of a Final Invoice for a project is its certification that all its services have been properly performed and all charges and costs have been invoiced to the COUNTY. Upon receipt of the Final Invoice, the account for such project will be closed, and the CONSULTANT shall be deemed to have waived any further charges not properly included on the Final Invoice.
- 3.1.11. Payment of the Final Invoice by the COUNTY shall not constitute evidence of the COUNTY'S acceptance of the CONSULTANT'S performances of the Services.
- 3.1.12. The parties acknowledge that intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

### 3.2. Reimbursable Expenses

- 3.2.1. All of the CONSULTANT'S requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the Reimbursable Cost Schedule that is attached hereto as Exhibit "C" and made a part of this Agreement "Reimbursable Expenses" are the actual, pre-approved expenses incurred directly in connection with the applicable TO the COUNTY has issued the CONSULTANT. Reimbursable Expenses will be reimbursed by the County at cost, but not to exceed the amounts listed, as applicable, on Exhibit "C". The CONSULTANT'S requests for payment shall include copies of paid receipts, invoices or other documentation acceptable to the COUNTY.
- 3.2.2. All assets (i.e. durable goods, equipment, etc.) purchased as part of the Reimbursable Expenses become the property of the COUNTY. The CONSULTANT shall maintain a running current inventory of all such assets during the rendering of Services and all such assets shall be turned over to the COUNTY upon completion of the project or termination of this Agreement.

## **4. Insurance**

### **4.1. General Provisions**

- 4.1.1. The CONSULTANT shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below and provide the COUNTY with a certified Certificate of Insurance evidencing the same before any services commence. A certified copy of each policy applicable to this Agreement shall thereafter be provided on annual basis to the COUNTY to evidence such coverage before any service commences for the next annual period of this agreement. Such certificates will provide that there shall be no termination, non-renewal, modification, or expiration of such coverage without thirty (30) day prior written notice to the COUNTY.
- 4.1.2. The COUNTY shall be named as an additional insured on all CONSULTANT policies related to this Agreement, excluding professional liability and worker's compensation.
- 4.1.3. The CONSULTANT'S self-insured retention or deductible per line of coverage shall not exceed \$5,000.00 without the written permission of the COUNTY.
- 4.1.4. Upon any failure by the CONSULTANT to comply with the provisions of this Article 4.0, the COUNTY may, at its sole option, upon five (5) days' notice to the CONSULTANT, suspend the CONSULTANT from work on any and all Services for cause until there is full compliance. Failure to comply within fifteen (15) days after notice shall automatically terminate the agreement.
- 4.1.5. Termination of the agreement shall not relieve the CONSULTANT from the obligation to obtain and maintain such insurance amount and coverages or limit CONSULTANT'S liability for lack thereof.
- 4.1.6. All CONSULTANT'S sub-consultants shall be required to include the COUNTY and the CONSULTANT as additional insured on their General Liability Insurance policies.
- 4.1.7. All sub-consultants used by the CONSULTANT shall comply with and have the required Insurance policy(ies) in force, or if any such insurance policy does not meet the required insurance limits, then the CONSULTANT shall indemnify and hold harmless the COUNTY for any claim in excess of the sub-consultants' insurance coverage.
- 4.1.8. The sub-consultants shall not commence Services under this Agreement until all insurance required as stated herein has been obtained and the COUNTY has approved all such insurance.
- 4.2. Comprehensive Automobile Liability Insurance. CONSULTANT shall maintain One Million Dollars (\$1,000,000.00) combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.
- 4.3. Commercial General Liability. CONSULTANT shall maintain One Million Dollars (\$1,000,000.00) combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

- 4.4. Professional Liability Insurance. CONSULTANT shall maintain Two Million Dollars (\$2,000,000.00) for design errors and omissions inclusive of defense costs. The CONSULTANT shall be required to provide continuing Professional Liability Insurance to cover all Services provided for this Agreement for a period of two (2) years after this Agreement is completed. Notwithstanding the foregoing requirement, the insurance requirements may vary depending on the Services the CONSULTANT will provide for each project as determined by the County Administrator. Accordingly, the COUNTY may from time to time require the CONSULTANT to provide a higher level of coverage for certain Services provided in support of a specific TO for certain projects and time periods.
- 4.5. Performance, Payment and Other Bonds. The CONSULTANT shall furnish Performance and Payment Bonds specific to each TO, if and as required under the TO issued.
- 4.6. Workers Compensation. The CONSULTANT shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

## **5. Standard of Care**

- 5.1. The CONSULTANT represents to the COUNTY that it has the personnel and experience necessary to perform all Services in a professional and workmanlike manner and specifically warrants that all Services shall be performed by skilled and competent personnel to the professional standards in the field.
- 5.2. The CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.
- 5.3. The CONSULTANT shall ensure, to the greatest extent practical, that all design, bid, and construction documents produced by the CONSULTANT and their sub-consultants for the COUNTY will be consistent with Federal, State, District and County requirements.
- 5.4. Construction phase services provided by the CONSULTANT shall include those services required to fulfill the role of the Professional as defined in the COUNTY'S General Conditions for construction contracts.
- 5.5. The CONSULTANT agrees that, in the event that design errors end/or omissions are discovered during construction, all services rendered by the CONSULTANT to correct said design errors end/or omissions will be considered out-of-scope services and shall not be invoiced to the COUNTY.
- 5.6. The CONSULTANT shall, at no additional cost to the COUNTY, re-perform all those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

## **6. Indemnification**

- 6.1. General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, the COUNTY and the CONSULTANT agree to allocate such liabilities in accordance with this Section.

## 6.2. Indemnification.

6.2.1. The CONSULTANT, to the greatest extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to the COUNTY) protect and hold the COUNTY, and its officers, employees and agents, free and harmless from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses whatsoever (including, without limitation, attorneys' fees and costs during negotiation, through litigation and all appeals therefrom), pertaining to the death of or injury to any person or damage to any property arising out of or resulting from (i) the failure of the CONSULTANT to comply with applicable laws, rules or regulations, (ii) the breach by the CONSULTANT of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of the CONSULTANT'S performance of this Agreement, or (iv) any actual or alleged act, errors or omissions, or intentional or willful misconduct, of the CONSULTANT, its sub-consultants, agents, employees and invitees; provided, however, that the CONSULTANT shall not be obligated to defend or indemnify the COUNTY with respect to any such claims or damages arising out of the COUNTY'S negligence.

6.2.2. The COUNTY'S review, comment and observation of the CONSULTANT'S service and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

6.2.3. The CONSULTANT agrees that it shall bear sole legal responsibility for (i) its services and product; (ii) the services and products of all its sub-consultants and their employees; and (iii) the CONSULTANT and each sub-consultant's performance or non-performance of the Services required to be performed in accordance with this Agreement and all TO's.

6.3. Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Agreement will survive as if this Agreement were in full force and effect.

## 7. Independent Contractor

7.1. The CONSULTANT undertakes performance of the Services as an independent contractor and will be wholly responsible for the methods and manner of performance.

7.2. The COUNTY shall have no right to supervise the methods the CONSULTANT uses to perform the Services, but the COUNTY shall have the right to observe the CONSULTANT'S performance.

7.3. The CONSULTANT shall work closely with the COUNTY in performing Services under this Agreement.

7.4. The CONSULTANT shall not pledge the COUNTY'S credit or make the COUNTY a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The CONSULTANT shall have no right to speak for or bind the COUNTY in any manner.

## **8. Consultant Representations**

8.1. The CONSULTANT hereby represents and warrants the following to the COUNTY:

- 8.1.1. The CONSULTANT is a corporation duly organized and existing in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida.
- 8.1.2. The CONSULTANT has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.
- 8.1.3. The CONSULTANT now has and will continue to maintain all licenses and approvals required conducting its business, and that it will at all times conduct its business activities in a reputable manner.
- 8.1.4. The CONSULTANT has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
- 8.1.5. The CONSULTANT has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.
- 8.1.6. The CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like kind experience, knowledge and resources under similar circumstances.
- 8.1.7. The CONSULTANT shall, at no additional cost to the COUNTY, re-perform those Services which fail to satisfy the foregoing standard of care, the requirements and standards of this Agreement or which otherwise fail to meet the requirements of this Agreement.
- 8.1.8. Each individual executing this Agreement on behalf of the CONSULTANT is authorized to do so.

## **9. Compliance with Laws**

- 9.1. In performance of the Services, the CONSULTANT agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If CONSULTANT observes that the Contract Documents are at variance therewith, it shall promptly notify COUNTY in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Florida Department of Transportation Manual of Traffic Control and Safe Practices.
- 9.2. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONSULTANT must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in

accordance with Subpart 22.18 of the Federal Acquisition Register, the CONSULTANT must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONSULTANT is a state or local government, the CONSULTANT may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

#### **10. Sub-consultants**

- 10.1. The COUNTY reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultant.
- 10.2. If a sub-consultant fails to perform or make progress in providing any of the Services, as required by this Agreement, and the CONSULTANT determines it necessary to replace the sub-consultant to complete any services in a timely fashion, then the CONSULTANT shall promptly do so, subject to the COUNTY'S right to approve the new sub-consultant. The failure of a sub-consultant to timely perform any of its obligations to the CONSULTANT shall not relieve the CONSULTANT of its obligations to the COUNTY under this Agreement or under any TO.

#### **11. Federal and State Taxes**

- 11.1. The COUNTY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the COUNTY will provide an exemption certificate to the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the COUNTY, nor shall the CONSULTANT be authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

#### **12. Public Entity Crimes**

- 12.1. The CONSULTANT understands and acknowledges that this Agreement will be void in the event the conditions stated in Section 287.133, Florida Statutes, relating to conviction for a public entity crime apply to the CONSULTANT.

#### **13. COUNTY'S Responsibilities**

- 13.1. The COUNTY shall be responsible for providing access to all COUNTY project sites and providing information in the COUNTY'S possession that the CONSULTANT may reasonably require to perform the Services including existing reports, studies, financial information, and other relevant data that are available in the files of the COUNTY.

#### **14. Termination of Agreement**

- 14.1. The COUNTY may terminate this Agreement, in whole or in part, at any time, either due to the failure of the CONSULTANT to fulfill its obligations under this Agreement (subject to the cure period set forth in Section 35), or for the COUNTY'S convenience. The COUNTY shall deliver written notice of such termination to the CONSULTANT, and upon receipt thereof, the CONSULTANT shall:



- 14.1.1. Immediately discontinue all affected Services unless the notice directs otherwise; and
- 14.1.2. Deliver to the COUNTY all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the CONSULTANT in performing this Agreement, whether completed or in process.
- 14.2. Unless in dispute or subject to the COUNTY'S right of set-off or other remedy, the CONSULTANT shall be paid for Services actually rendered through the date of termination.
- 14.3. The rights and remedies of the COUNTY provided for in this Section 14 are in addition and supplemental to any and all other rights and remedies provided bylaw or under this Agreement.

## **15. Force Majeure**

- 15.1. The CONSULTANT shall be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its non-performance. An "Event of Force Majeure" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. Such includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Within five (5) days after the occurrence of an Event of Force Majeure, the CONSULTANT shall deliver written notice to the COUNTY describing the event in reasonably sufficient detail and how the event has precluded the CONSULTANT from performing its obligations hereunder. The CONSULTANT'S obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the CONSULTANT to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the CONSULTANT shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period the CONSULTANT shall keep the COUNTY duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

## **16. Governing Law and Venue**

- 16.1. This Agreement shall be governed in all respects by the laws of the State of Florida. The venue for any litigation with respect to the obligations under this Agreement shall be brought only in the court of appropriate jurisdiction in Columbia County, Florida.

## **17. Non-Discrimination**

- 17.1. The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

## **18. Waiver**

- 18.1. A waiver by either the COUNTY or the CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing.

In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's c1 listing default or breach of this Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

## **19. Severability**

- 19.1. The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of this Agreement.
- 19.2. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void.
- 19.3. The parties further agree to reform this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.
- 19.4. The provisions of this Section 19 shall not prevent this Agreement from being void should a provision which is of the essence of this Agreement be determined to be void.

## **20. Entirety of Agreement**

- 20.1. The COUNTY and the CONSULTANT agree that this Agreement sets forth the entire Agreement between the parties with respect to its subject matter, and there are no promises or understandings other than those stated herein.
- 20.2. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the COUNTY and the CONSULTANT pertaining to the Services, whether written or oral.

## **21. Modification**

- 21.1. The provisions, terms and conditions stated in this Agreement may not be modified, superseded or otherwise altered unless by a written amendment executed by both the COUNTY and the CONSULTANT.

## **22. Successors and Assigns**

- 22.1. The COUNTY and the CONSULTANT each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.
- 22.2. The CONSULTANT shall not assign this Agreement without the express written approval of the COUNTY, which the COUNTY may unreasonably withhold in its sole discretion.

### **23. Contingent Fees**

- 23.1. The CONSULTANT warrants that (i) it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement; and (ii) it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

### **24. Truth-In-Negotiation Certificate**

- 24.1. The CONSULTANT'S execution of this Agreement serves as its execution of a Truth- in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the effective date of this Agreement.
- 24.2. The COUNTY shall adjust the CONSULTANT'S wage rates and costs if the COUNTY determines that the wage rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Certificate within one (1) year following payment of any such wages or costs to the CONSULTANT.

### **25. Ownership of Documents**

- 25.1. The CONSULTANT shall be required to cooperate with other COUNTY consultants and shall timely provide those consultants any information requested in the specified format. Any and all documents, records, disks, original drawings, or other information shall become the property of the COUNTY for its use and/or distribution as the COUNTY may determine in its sole discretion. The CONSULTANT is not liable for any damages, injury or costs associated with the COUNTY'S use or distribution of these documents for purposes other than those originally intended by the CONSULTANT.

### **26. Assets and Audits**

- 26.1. The CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the Services for at least three (3) years after completion of this Agreement. The COUNTY shall have access to all books, records, and documents that the CONSULTANT must maintain in accordance with this Section 26 for the purpose of inspection or audit during the CONSULTANT'S normal business hours at its usual place of business.
- 26.2. All invoices submitted to the COUNTY pursuant to this Agreement are subject to audit and demand for refund of overpayment for a time period extending three (3) years beyond the expiration or earlier termination of this Agreement.

### **27. Notice**

- 27.1. Any notice, demand, communication, or request that is required to be delivered to a Party hereunder shall be in writing, addressed to the party for whom it is intended, and delivered at the place last specified by such party: (i) in person, (ii) via nationally recognized overnight delivery service, (iii) via Certified United States Mail, postage prepaid with return receipt requested, or (iv) via email, with confirmation from the recipient acknowledging receipt thereof within 72 hours (and if there is no receipt within

such time period, one of the other methods described in this Section 27.1 must be utilized). The parties initially designate the following as their respective places for delivery of notice:

As to County: Columbia County  
P.O. Box 1529, Lake City, FL 32056  
Attn: David Kraus, County Manager  
Phone: 386-758-1178  
Email: david\_kraus@columbiacountyfla.com

As to Consultant: North Florida Professional Services, Inc.  
P.O. Box 3823, Lake City, FL 32056  
Attn: Megan Carter, Administrative Director  
Phone: 386-752-4675  
Email: mcarter@nfps.net

27.2. Nothing contained in this Section shall be construed to restrict the transmission of routine communications between representatives of the CONSULTANT and the COUNTY.

## **28. Contract Administration**

28.1. The CONSULTANT shall deliver the Services under the general direction of the Columbia County Engineer. The County Engineer shall act as the COUNTY'S representative during the term of this Agreement.

## **29. Key Personnel**

29.1. The CONSULTANT shall notify the COUNTY in the event of any key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made at least ten (10) days prior to any proposed changes. The CONSULTANT shall at the COUNTY'S request, remove without consequence to the COUNTY any sub-consultant or employee of the CONSULTANT and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services in accordance with this Agreement requirements. The COUNTY has the right and discretion to reject proposed changes in key personnel.

## **30. Annual Appropriations**

30.1. The CONSULTANT acknowledges that during any fiscal year the COUNTY shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, the COUNTY may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The COUNTY may enter into agreements whose duration exceeds one (1) year, however, any such agreement shall be executory only for the value of the services to be rendered which the COUNTY agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the COUNTY'S performance and obligation to pay the CONSULTANT under this Agreement is contingent upon an annual appropriation being made for that purpose.

### **31. Liquidated Damages**

- 31.1. The parties acknowledge that it would be difficult or impossible to accurately determine the amount of actual damages the COUNTY would or may incur as a consequence of the CONSULTANT'S failure to meet a deliverable date in a performance schedule as stated in the applicable TO. Accordingly, in lieu of assessing actual damages if the CONSULTANT fails to meet a deliverable date as stated in the applicable TO, the parties confirm that: (i) the assessment of liquidated damages is reasonable and appropriate; (ii) the terms and the amount(s) of the liquidated damages as stated in the applicable TO are reasonable; and (iii) the liquidated damages will be assessed as the COUNTY'S remedy under such circumstances and not as a penalty.

### **32. Limitation of Liability**

- 32.1. IN NO EVENT SHALL THE COUNTY BE LIABLE TO THE CONSULTANT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

### **33. Default and Remedy**

- 33.1. If the CONSULTANT materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the CONSULTANT receives written notice of the default from the COUNTY, then the COUNTY shall have the right to (i) immediately terminate this Agreement by delivering written notice to the CONSULTANT, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the COUNTY materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the COUNTY receives written notice of the default from the CONSULTANT, then the CONSULTANT shall have the right to immediately terminate this Agreement by delivering written notice to the COUNTY. Upon any such termination, the COUNTY shall pay the CONSULTANT the full amount due and owing for all Services performed through the date of Agreement termination.

### **34. Attorneys' Fees and Costs**

- 34.1. In connection with any dispute or any litigation arising out of, or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses, including reasonable attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

### **35. Public Records Law**

- 35.1. The CONSULTANT acknowledges the COUNTY'S obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request. The CONSULTANT acknowledges that the COUNTY is required to comply with Article I, Section 24, of the Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute and constitutional provisions control over the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this agreement on the dates indicated but effective February \_\_\_\_, 2022.

COUNTY:

COLUMBIA COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS

By: [Signature]  
Robby Hollingsworth  
Chairman

Date: 02/17/22

ATTEST: [Signature]  
By: [Signature]  
James M. Swisher, Jr.  
Clerk

Approved as to form:  
By: [Signature]  
Joel Foreman  
County Attorney

CONSULTANT:

NORTH FLORIDA PROFESSIONAL SERVICES, INC.

By: [Signature]  
Megan Carter  
Secretary/Treasurer

Date: 1/25/2022

WITNESS:

By: [Signature]  
Print: Debbie A. Motes



# NFPS



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## Exhibit A

### **ENGINEERING SERVICES SCOPE PROPOSAL ELLISVILLE WATER MAIN EXTENSION**

#### **PROJECT DESCRIPTION**

Columbia County (COUNTY) desires to construct a water main utility extension to transmit potable water from the existing Ellisville Water Treatment Plant (WTP) to the existing Fort White WTP. The proposed water main diameter, length and general route were determined by the COUNTY prior to development of this proposal. The project design and construction will comply with the Columbia County Water and Wastewater Systems Handbook (2011) and other design standard references, as applicable.

It is anticipated that the water main will consist of roughly 9.9 miles of 12-inch PVC pipe with appurtenant fittings, valves and hydrants, and including an estimated five (5) directional bore crossings and up to two (2) intermediate chlorine booster stations. The proposed pipeline route begins at the west end of SE Bailey Street, generally follows US Highway 41/441 southward, County Road 18 westward, and terminates at the Fort White WTP.

#### **PROPOSED SCOPE OF SERVICES**

The proposed engineering services by North Florida Professional Services, Inc. (CONSULTANT) generally include the following tasks, with detailed breakdowns provided below:

- Task 1 – Planning and Preliminary Design (30%)
- Task 2 – Site Survey
- Task 3 - Wetlands Study
- Task 4 - Subsurface Utility Engineering
- Task 5 - Final Design (90% and 100%)
- Task 6 - Permitting
- Task 7 - Bid-Phase Assistance
- Task 8 - Construction-Phase Assistance

#### **Task 1 – Planning and Preliminary Design (30%)**

CONSULTANT shall conduct a planning-level review and shall develop preliminary design drawings to further detail the proposed route for the water main and to recommend any alternative routing. This task is intended to minimize the need for acquiring additional utility easements or private properties, to minimize the number and extent of conflicts that may require specialty construction materials or methods, and to minimize wetland disturbance and disruptions to water service and vehicle traffic.

**Subtask 1.1 – Project Initiation and Kickoff Meeting** – Upon CONSULTANT's Notice to Proceed (NTP), CONSULTANT shall develop a work plan and schedule for the project. A kickoff meeting will be held between CONSULTANT, COUNTY and other stakeholders, including representatives from the Town of Fort White. The kickoff meeting will provide for discussion and agreement on the project goals and objectives, project scope and schedule, responsibilities and expectations of the various parties, anticipated project challenges, and communication protocols. CONSULTANT shall assist in preparing the meeting agenda and written meeting minutes to document the discussions. A site visit is not anticipated as part of the kickoff meeting.

**Subtask 1.2 – Records Review** – CONSULTANT shall work with FDOT, the COUNTY, the Town of Fort White and other agencies as needed to develop a better understanding of the existing conditions along the pipeline route, especially regarding buried utilities, as well as easements and public properties that are potentially available for utility usage. It is expected that the water main routing from CR 18 to the Fort White WTP will be particularly challenging due to the density of development and existing utilities, as well as the narrow easements (some of which have been recently vacated), and planning for the future construction of wastewater collection and transmission facilities.

**Subtask 1.3 – Preliminary Layout** – CONSULTANT shall incorporate the Records Review findings to develop a base map of existing conditions with a preliminary overlay of the proposed water main location and other key features such as the locations of hydrants, valves and horizontal directional drill (HDD) crossings of roads, creeks and/or wetlands. CONSULTANT shall provide to the COUNTY a copy of the preliminary layout for review and comment, and if needed, a meeting will be held for discussion.

**Subtask 1.4 – 30% Design Development** – CONSULTANT shall provide to the COUNTY one (1) PDF copy of design drawings at the 30-percent completion stage for COUNTY's internal distribution, review and comment. A review meeting will be held approximately one week thereafter to discuss COUNTY comments.

## **Task 2 – Site Survey**

CONSULTANT shall conduct a site survey for the entire project limits of construction. The survey will include both natural and improved surface features, including but not limited to, location and identification of roadway features, visible utility and drainage features, wooded areas, right-of-way (ROW) boundaries, wetland areas, etc.

**Subtask 2.1 – DTM Survey and Asset Location** – CONSULTANT shall conduct a field survey of the entire project limits and develop a digital terrain model (DTM) survey based on standard practices and current datum. The project limits will generally include the pipeline alignment to both ROWs, as well as limited areas outside the ROWs as needed to accommodate such activities as HDD crossings. The DTM map will provide extensive accurate elevation and horizontal location for the terrain and significant surface features and other improvements for use in the final engineering design phase.

## **Task 3 – Wetlands Study**

CONSULTANT shall conduct an environmental study of the proposed pipeline route to determine the location and extent of existing wetlands, in order to guide the design and construction of the utilities so as to avoid disturbing or encroaching upon any wetland areas.

**Subtask 3.1 – Identification** – CONSULTANT shall field identify and delineate by flagging the boundaries of all wetland areas in the vicinity of the proposed utility construction. The flagged boundaries will then be confirmed through coordination with SRWMD. This task is based on an estimated four (4) likely wetland areas to be delineated.

**Subtask 3.2 – Delineation** – CONSULTANT shall field survey the wetland flag locations, and the wetland boundaries will be shown on the final survey map.

## **Task 4 – Subsurface Utility Engineering (SUE)**

CONSULTANT shall, based on data obtained from Tasks 1 and 2, acquire additional information as to the identity and location of some existing subsurface utilities which will impact design. It is



anticipated that SUE locates will be needed only in congested areas of the pipeline route, especially within the Fort White town limits.

**Subtask 4.1 – Utility Identification** – CONSULTANT shall field expose existing subsurface utilities at a limited number of locations. The utilities will be identified (by type, size and material) and verified as to vertical and horizontal (VVH) location. This task is based on an estimated fifteen (15) locations for SUE determination. CONSULTANT shall field survey the SUE excavations, and these locations will be shown on the final survey map.

#### **Task 5 – Final Design (90% and 100%)**

CONSULTANT shall, based on data obtained from Tasks 1 through 4, perform final engineering design and develop detailed design drawings and specifications for use in permitting, bidding and constructing the Work. The drawings will include plan & profile utility construction layouts for the entire project alignment, as well as relevant details and material specifications.

**Subtask 5.1 – 90% Design Development** – Upon approval of the 30-percent design, CONSULTANT shall provide to the COUNTY one (1) PDF copy of design drawings and specifications at the 90-percent completion stage for COUNTY's distribution, review and comment. A final opinion of probable construction cost will be submitted at this stage. A review meeting will be held approximately one week thereafter to discuss COUNTY comments.

**Subtask 5.2 – 100% Design Development** – Upon approval of the 90-percent design, CONSULTANT shall finalize the design documents and provide to the COUNTY one (1) PDF copy and one (1) AutoCAD copy of the "Issued for Bid" documents. CONSULTANT shall also assist in review of COUNTY's "front-end" Special Conditions and provide recommendations on the Bid Form. It is expected that the project will be bid as a single-phase, lump-sum contract but may include additional line items for the Contractor to break out.

#### **Task 6 – Permitting**

CONSULTANT shall prepare and submit permit applications as required by the applicable permitting agencies having jurisdiction over the project lands and activities. CONSULTANT shall provide required supporting documentation and shall respond to requests for additional information from the permitting authorities as needed for permit issuance. It is the Contractor's responsibility to comply with the permit conditions of all issued permits for the Work.

**Subtask 6.1 – FDEP Permitting** – CONSULTANT shall apply for and receive FDEP approval of a Specific Permit to Construct PWS Components. This shall include preparation of any application forms, exhibits, reports, drawings and/or specifications required permit approval. COUNTY shall provide all permitting fees.

**Subtask 6.2 – FDOT Permitting** – CONSULTANT shall apply for and receive FDOT approval of a Utility Permit for utility work within the US 41/441 ROW. It is the Contractor's responsibility to procure all required permits for Maintenance of Traffic (MOT) needs.

**Subtask 6.3 – Columbia County Permitting** – CONSULTANT shall apply for and receive Columbia County approval of a Utility Permit for utility work within the CR 18 ROW. It is the Contractor's responsibility to procure all required permits for MOT needs.

**Subtask 6.4 – Wetland Permitting** – CONSULTANT shall meet with SRWMD and FDEP staff for a field review of potential wetland impacts. It is not expected that any wetland impacts will be identified, nor that any wetland permitting by either SRWMD or FDEP will be required.

## **Task 7 – Bid-Phase Assistance**

CONSULTANT shall provide limited technical assistance during the Project's bidding phase.

**Subtask 7.1 – Pre-Bid Meeting** – CONSULTANT shall attend the pre-bid meeting and shall assist in answering technical questions during or following the meeting.

**Subtask 7.2 – Bidding Assistance** – CONSULTANT shall provide technical assistance during the bidding phase to answer questions submitted by Contractors. CONSULTANT shall develop and issue any addenda, as needed. CONSULTANT shall attend the bid opening and, shall afterwards review the bids to help identify any irregularities in the bid submittals. Based on this review, CONSULTANT shall provide COUNTY with recommendations regarding project award.

**Subtask 7.3 – Conformed Drawings** – CONSULTANT shall incorporate addenda items into the "Issued for Bid" documents and prepare a conformed set of "Issued for Construction" drawings and specifications. CONSULTANT shall provide to COUNTY one (1) PDF copy of the conformed documents for reproduction and distribution to COUNTY staff and the Contractor.

## **Task 8 – Construction-Phase Assistance**

CONSULTANT shall provide technical assistance during the construction phase of the Project. This task is based on a total construction period of 16 months, from Contractor's NTP to Final Completion, and all routine on-site construction inspection performed by COUNTY. Should the construction period be extended such that additional services, meetings and/or coordination efforts are required/requested, COUNTY shall approve a scope and fee amendment prior to CONSULTANT performing the additional work.

**Subtask 8.1 – Pre-Construction Meeting** – CONSULTANT shall attend the pre-construction meeting and shall assist in answering technical questions during or following the meeting. CONSULTANT shall assist in preparing the meeting agenda and written meeting minutes to document all decisions.

**Subtask 8.2 – Shop Drawing and Request for Information (RFI) Review** – CONSULTANT shall review major equipment shop drawings as required to complete the project. This task is based on six (6) shop drawings, with one (1) initial submittal review and up to one (1) resubmittal review per shop drawing.

**Subtask 8.3 – Progress Meetings** – CONSULTANT shall attend monthly site meetings to monitor construction progress and to review the Contractor's requests for payment. For each progress meeting, CONSULTANT shall provide a meeting agenda and meeting minutes for distribution.

**Subtask 8.4 – Site Visits** – CONSULTANT shall make periodic site visits (in addition to the monthly progress meetings) to monitor the construction progress and to field any questions that may arise from COUNTY or the Contractor. This task is based on an estimated twelve (12) site visits beyond the regularly scheduled progress meetings.

**Subtask 8.5 – Substantial and Final Completion** – CONSULTANT shall perform substantial and final completion walkthroughs of the work and prepare a punch list noting all deficiencies required for final completion.

**Subtask 8.6 – FDEP Certification** – Following the final completion inspection, CONSULTANT shall determine whether the project is in substantial compliance with the FDEP construction

permit. CONSULTANT shall thereafter prepare and submit to FDEP the Certification of Completion form and shall request clearance to place the system into service.

**Subtask 8.7 - Record Drawings** – It is the Contractor's responsibility during construction to maintain a set of "as-built" drawings with markups of all work omitted from, added to or deviating from the Contract Documents, including as-built survey information and other relevant conditions. CONSULTANT shall incorporate the as-built markups into a final set of Record Drawings. CONSULTANT shall make reasonable efforts to coordinate with Contractor for accuracy, but should Contractor not comply with the as-built requirements, CONSULTANT shall only be responsible for incorporating the changes provided. CONSULTANT shall provide to the COUNTY one (1) hard copy, one (1) PDF copy and one (1) AutoCAD copy of the final Record Drawings.

## **PROPOSED SCHEDULE**

This proposal is based on 11 months duration for planning, design and permitting services (Tasks 1 through 6 above), plus 16 months duration for bidding and construction activities (Tasks 7 and 8 above). Therefore, the total estimated project duration is 27 months.

The estimated task durations are as follows (task overlap not shown):

Task 1 – Planning and Preliminary Design (30%)	5 months
Task 2 – Site Survey	3 months
Task 3 – Wetlands Study	1 month
Task 4 – Subsurface Utility Engineering	1 month
Task 5 – Final Design (90% and 100%)	5 months
Task 6 – Permitting	2 months
Task 7 – Bid-Phase Assistance	1 months
Task 8 – Construction-Phase Assistance	16 months
<b>TOTAL PROJECT DURATION:</b>	<b>27 months</b>

## **ASSUMPTIONS AND EXCLUSIONS**

1. Geotechnical or other specialty investigations not listed in this Proposal are excluded.
2. Sampling, analysis, and/or contamination clean-up are excluded.
3. Pre-permitting and other regulatory coordination not listed in this Proposal for utilities, roads or other infrastructure are excluded.
4. Permitting fees are excluded.
5. Any item not specifically listed in this Proposal is excluded.



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## **Exhibit B**

### **ENGINEERING SERVICES FEE PROPOSAL ELLISVILLE WATER MAIN EXTENSION**

#### **PROJECT DESCRIPTION**

Columbia County (COUNTY) desires to construct a water main utility extension to transmit potable water from the existing Ellisville Water Treatment Plant (WTP) to the existing Fort White WTP. The proposed water main diameter, length and general route were determined by the COUNTY prior to development of this proposal. The project design and construction will comply with the Columbia County Water and Wastewater Systems Handbook (2011) and other design standard references, as applicable.

It is anticipated that the water main will consist of roughly 9.9 miles of 12-inch PVC pipe with appurtenant fittings, valves and hydrants, and including an estimated five (5) directional bore crossings and up to two (2) intermediate chlorine booster stations. The proposed pipeline route begins at the west end of SE Bailey Street, generally follows US Highway 41/441 southward, County Road 18 westward, and terminates at the Fort White WTP.

#### **PROPOSED FEE**

A Scope Proposal for engineering services by North Florida Professional Services, Inc. (CONSULTANT) has been provided as Exhibit A, which details the required engineering tasks.

CONSULTANT agrees to provide these services for a total lump-sum fee of \$714,000.

A breakdown of the proposed fees by task item is as follows:

Task 1 – Planning and Preliminary Design (30%)	\$ 330,000
Task 2 – Site Survey	\$ 90,000
Task 3 – Wetlands Study	\$ 8,000
Task 4 – Subsurface Utility Engineering	\$ 9,000
Task 5 – Final Design (90% and 100%)	\$ 170,000
Task 6 – Permitting	\$ 35,000
Task 7 – Bid-Phase Assistance	\$ 12,000
Task 8 – Construction-Phase Assistance	\$ 60,000
<b>TOTAL FEE:</b>	<b>\$ 714,000</b>

#### **ASSUMPTIONS AND EXCLUSIONS**

1. Geotechnical or other specialty investigations not listed in this Proposal are excluded.
2. Sampling, analysis, and/or contamination clean-up are excluded.
3. Pre-permitting and other regulatory coordination not listed in this Proposal for utilities, roads or other infrastructure are excluded.
4. Permitting fees are excluded.
5. Any item not specifically listed in this Proposal is excluded.