



## LETTER OF TRANSMITTAL

TO	BOCC Columbia County Mike Null, Purchasing Officer PO Box 1529 Lake City, FL 32056-1529	DATE	February 25, 2022
		PROJ #	95697-308-21
		RE:	Contract RFQ 2021-M Parnell Hills

### WE ARE SENDING YOU VIA:

☐ U.S. Mail      ☐ UPS Next Day      ☒ UPS Ground      ☐ Federal Express      ☐ Hand Delivery  
Tracking Number:      Tracking Number:      Tracking Number:  
1ZF626R20395318480

### THE FOLLOWING DOCUMENTS:

# Copies	Description
1	Executed Contract RFQ 2021-M

### TRANSMITTED AS CHECKED BELOW:

- ☒ As requested.  
☐ For signature.  
☒ For your file.  
☐ Please mail a fully executed copy for our file to the address below OR  
☐ Please return a fully executed PDF for our file (email [contractservices@jonesedmunds.com](mailto:contractservices@jonesedmunds.com))  
☐ Please return all copies. One fully executed copy will be returned for your file.  
☐ Please provide a Certificate of Insurance as per the Contract Terms & Conditions.

Copies to: Fred Hoyt, PE

Signed: Kathy Mercer-Miller  
Kathy Mercer-Miller  
Contracts Specialist  
[Kmercermiller@jonesedmunds.com](mailto:Kmercermiller@jonesedmunds.com)

## ***Jones Edmunds & Associates, Inc.***

PDFS CAN BE EMAILED TO [CONTRACTSERVICES@JONESEDMUNDS.COM](mailto:CONTRACTSERVICES@JONESEDMUNDS.COM)

- ☒ 730 N.E. Waldo Road | Gainesville, Florida 32641 | 352.377.5821 / FAX 352.377.3166  
☐ 8657 Baypine Road, Building 5, Suite 300 | Jacksonville, Florida 32256 | 904.744.5401 / FAX 904.744.6267  
☐ 7230 Kyle Court | Sarasota, Florida 34240 | 941.358.1440 / FAX 941.358.1431  
☐ 324 S. Hyde Park Avenue, Suite 250 | Tampa, Florida 33606 | 813.258.0703 / FAX 813.254.6860  
☐ 3910 S. Washington Avenue, Suite 210 | Titusville, Florida 32796 | 321.269.2950 / FAX 321.269.2951  
☐ 2240 Palm Beach Lakes Blvd., Suite 300, West Palm Beach, FL 33409 | 561.340.1499 / FAX 561.340.1490  
☐ 141 Fifth Street NW, Suite 200 | Winter Haven, Florida 33881 | 863.293.3332 / FAX 863.293.3339

**JONESEDMUNDS.COM**

**AGREEMENT BETWEEN COLUMBIA COUNTY  
and  
JONES EDMUNDS & ASSOCIATES, INC.  
for  
PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN OF THE PARNELL  
HILLS RESIDENTIAL SUBDIVISION PAVING AND DRAINAGE PROJECT RFQ  
2021-M**

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Florida located at 135 NE Hernando Avenue, Lake City, Florida 32055 (hereinafter referred to as "County"), and JONES EDMUNDS & ASSOCIATES, INC. located at 730 NE Waldo Road, Gainesville, Florida 32641, (hereinafter referred to as "Engineer") on this 17<sup>th</sup> day of February 2022.

**WITNESSETH:**

WHEREAS, the County issued a Request for Qualifications #2021-M for Design of the Parnell Hills Residential Subdivision Paving and Drainage Project; and

WHEREAS, the Engineer submitted a response to RFQ 2021-M (the "Proposal"), and was subsequently selected by the County to enter into an Agreement to provide services authorized under RFQ 2021-M in accordance with the Consultants' Competitive Negotiation Act (FS 287.055); and

WHEREAS, the County desires to acquire the engineering services from the Engineer, and the Engineer desires to provide such services in accordance with RFQ 2021-M, Engineer's Proposal, this Agreement, and subsequent written negotiations between the parties;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, the County and the Engineer agree as follows:

## ARTICLE 1 INCORPORATION OF DOCUMENTS

RFQ 2021-M, issued by the County and the Proposal submitted by the Engineer are hereby specifically made part of this Agreement as if same had been set forth at length herein. In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

- 1) This Agreement;
- 2) RFQ 2021-M;
- 3) The Engineer's Proposal in response to RFQ 2021-M.

## ARTICLE 2 ENGINEER'S DUTIES

2.1 The Engineer agrees to perform the services outlined in RFQ 2021-M and described in Attachment A, Scope of Services.

2.2 Procurement and contracting for all services shall conform to CDBG guidelines as well as state and federal regulation including 2 CFR, Part 200. All records shall be maintained in accordance with state and federal CDBG requirements.

2.3 The Engineer agrees that, to the best of its ability, the key personnel identified in its Proposal will be retained by the Engineer throughout the term of this Agreement. In the event that the Engineer is unable to retain any of the key personnel identified in its Proposal, it shall provide prompt notice of such event to the County, along with the names and qualifications of a replacement for such key personnel.

2.4 The Engineer shall comply with applicable federal, state, and local statutes, laws, ordinances, rules and regulations in the performance of its obligations under this Agreement.

2.5 (a) In addition to compliance with any other laws as required by this Agreement, the Engineer shall comply with the public records laws of the State of Florida contained in Chapter 119, Florida Statutes, as the same may be amended. Failure to comply with the provisions of this subsection shall constitute a substantial failure to perform on the part of the Engineer in accordance with the terms of this Agreement. Specifically, but not by way of limitation, the Engineer shall:

(i) Keep and maintain public records required by the County to perform the services;

(ii) Upon request by the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the services to be provided by the Engineer under this Agreement if the Engineer does not transfer the records to the County; and

(iv) Upon completion of the services to be provided under this Agreement, transfer, at no cost, to the County all public records in possession of the Engineer or keep and maintain public records required by the County to perform the services. If the Engineer transfers all public records to the County upon completion of this Agreement, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Engineer keeps and maintains public records upon completion of this Agreement, the Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

(b) The definitions contained in Chapter 119, Florida Statutes, apply to terms used in this section, unless alternate or more specific definitions for any such terms are provided in this Agreement.

(c) For purposes of this Agreement, the term "custodian of public records" shall mean the County's Administrative Secretary or his/her designee.

(d) **IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**386-758-1326 (phone) or**  
**bccadmin@columbiacountyfla.com (e-mail)**

**ARTICLE 3**  
**SCOPE OF SERVICES**

Services in support of RFQ 2021-M are outlined in Attachment A and include design, survey, permit, preparation of construction documents, assistance with construction bidding, and provision of certifications for required clearances for a project that will consist of asphalt roadway construction for the following County dirt roadways in the platted subdivision, Parnell Hills: NW Honeysuckle Way, NW Bronco Ter, NW Pillsbury Dr, NW Silas Gln, NW Antelope Loop, NW Genell Loop, and NW Timber Way. The project will include but is not limited to topographical and boundary surveys, asphaltic roadway design, stormwater design, and any required tasks required for permitting the construction of the aforementioned roadways.

**ARTICLE 4**  
**TERM/TERMINATION**

4.1 The services shall begin upon execution of this agreement and continue until completion in accordance with the schedule provided in Attachment A.

4.2 This Agreement may be terminated by the County, with or without cause, by written notice to the Engineer of the intent to terminate. Such termination shall be effective thirty (30) days after receipt by the Engineer of such written notice of intent to terminate. However, no termination for cause will be effective unless the Engineer is first given ten (10) calendar days after receipt of notice of intent to terminate in which to cure the cause for termination.

4.3 In the event of termination, the Engineer shall be entitled to compensation for services rendered and costs incurred through the effective date of termination. All finished or unfinished documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents prepared by the Engineer shall become the property of the County and shall be delivered by the Engineer to the County upon the effective date of termination.

4.4 The County acknowledges and agrees that the Engineer's deliverables are not suitable for and may not be relied upon for projects not covered under this Agreement.

In the event that the County makes use of the Engineer's deliverables on a project or projects not covered under this Agreement, without the Engineer's express written consent, such use shall be at the sole discretion, liability, and risk of the County.

## ARTICLE 5 METHOD OF BILLING AND PAYMENT

5.1 The County agrees to pay the Engineer based upon the Fee Schedule provided in Attachment B as compensation for its services rendered to the County.

5.2 The County will make payments to the Engineer based on the Engineer's percentage of work completed without regard to the Engineer's expenditures or profit/loss. Line-item costs are estimates only, and invoicing shall be based on a percentage of the total Fee and not individual line-item cost estimates. The Fee shall be available for all aspects of the project.

5.3 The Engineer shall submit monthly billings for payment of services rendered to the applicable County department. Billings shall be detailed as to nature of the services performed. Billings shall include a summary of any amounts previously billed and any credits for amounts previously paid.

5.4 The County shall pay the Engineer's invoices in accordance with Sections 218.70 through 218.80, Florida Statutes, the Florida Local Government Prompt Payment Act.

5.5 In the event budgeted funds which are sufficient for the County to pay the amounts provided for under this Agreement are not available for any upcoming fiscal period, the County shall notify the Engineer of such occurrence and this Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the County or the Engineer.

## ARTICLE 6 COUNTY'S RESPONSIBILITIES

6.1 The County shall perform the responsibilities contained in this Article 6 in a timely manner so as not to delay the services of the Engineer.

6.2 The County shall furnish to the Engineer all existing studies, reports and other available data pertinent to the services to be performed under this Agreement which are in the County's possession. However, the Engineer shall be required to evaluate all

materials furnished hereunder using reasonable professional judgment before relying on such materials.

6.3 The County shall provide reasonable access and entry to all public property required by the Engineer to perform the services described in this Agreement. All such access and entry shall be provided at the County's expense. The County shall also use reasonable efforts to obtain permission for reasonable access and entry to any private property required by the Engineer to perform the services described in this Agreement.

## ARTICLE 7 STANDARDS AND CORRECTIONS

7.1 The Engineer shall perform or furnish to the County all engineering services in accordance with the provisions contained herein. The Engineer shall perform its services in a manner consistent with that degree of care and skill ordinarily exercised by members of the engineering profession currently practicing under similar circumstances. The Engineer's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement. The Engineer shall provide its services within the times allowed for performance in the schedule and in accordance with any applicable laws, statutes, ordinances, codes, rules and regulations governing the Engineer's profession. The same standard of care shall be required of any subconsultant or subcontractor engaged by the Engineer, as applicable to that subconsultant's or subcontractor's profession.

7.2 The Engineer shall, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent acts, errors or omissions of the Engineer or any subconsultants or subcontractors engaged by the Engineer under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of the County's rights under any applicable statute of limitations. County review of, approval of, acceptance of, or payment for any of the Engineer's work product, services, or materials shall not be construed to operate as a waiver of any of the County's rights under this Agreement, or cause of action the County may have arising out of the performance of this Agreement.

## ARTICLE 8 ESTIMATES OF PROBABLE CONSTRUCTION COST

In providing estimates of probable construction cost, the County understands that the Engineer has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Engineer's

estimates of probable construction costs are made on the basis of the Engineer's professional judgment and experience. The Engineer makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Engineer's estimate of probable construction cost.

## ARTICLE 9 NOTICES

Any notice required or permitted to be sent hereunder shall be sent by United States first class mail, postage prepaid, or hand-delivered to the parties at the addresses listed below:

If to County:

Columbia County Board of County Commissioners  
PO Box 1529, Lake City, FL 32056  
135 NE Hernando Avenue, Lake City, FL 32055

If to Engineer:

Jones Edmunds & Associates, Inc.  
730 NE Waldo Road  
Gainesville, FL 32641

## ARTICLE 10 NO CONTINGENT FEES

The Engineer certifies that it 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 Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Engineer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.



ARTICLE 11  
NO ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by the Engineer without the prior written consent of the County.

ARTICLE 12  
INDEMNIFICATION

12.1 To the extent allowed by §725.08, Florida Statutes, the Engineer shall indemnify and hold harmless the County and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of the Agreement.

12.2 Nothing herein shall be construed to extend the County's liability beyond that provided in section 768.28, Florida Statutes. Nothing herein shall be construed either to grant any right to any third party to assert a claim against either of the parties to this Agreement, or to be a consent by either party to be sued by any third party for any matter arising out of this Agreement.

12.3 Notice: This Agreement is a professional services contract which meets the requirements of and is subject to Chapter 558, Florida Statutes. Accordingly,

**PURSUANT TO SECTION 558.0035, FLORIDA STATUTES,  
AN INDIVIDUAL EMPLOYEE OR AGENT OF THE  
ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE  
FOR ECONOMIC DAMAGES RESULTING FROM  
NEGLIGENCE UNDER THIS AGREEMENT IF THE  
CONDITIONS OF SECTION 558.0035 ARE SATISFIED.**

ARTICLE 13  
INSURANCE

13.1 The Engineer shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM

Best Rating Guide. An A or better Best Rating is preferred; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverage for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Agreement, whether such services, work and operations be by the Engineer, its employees, or by subconsultant(s) or subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

13.2 The Engineer shall require and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subconsultants or subcontractors obtain and maintain until the completion of that subconsultant's or subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

13.3 The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater. These insurance requirements shall not limit the liability of the Engineer. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Engineer's interests or liabilities but are merely minimums.

13.4 Except for workers compensation and professional liability, the Engineer's insurance policies shall be endorsed to name the County as an Additional Insured to the extent of its interests arising from this Agreement.

13.5 The Engineer waives its right of recovery against the County to the extent permitted by its insurance policies.

13.6 The Engineer's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Engineer is responsible for the amount of any deductible or self-insured retention.

13.7 Insurance required of the Engineer or any other insurance of the Engineer shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this Agreement.

13.8 If any insurance, including professional liability, is based upon a "claims made" basis, then prior to termination of the Agreement, the Engineer, at its expense, shall purchase "tail coverage" insurance which will provide professional liability coverage to

the Engineer and County for a minimum term of 4 years after the termination of the Agreement or the Engineer's professional liability policy, whichever event occurs later.

### 13.9 Required Limits of Coverage

#### 13.9.1 Workers Compensation Coverage

The Engineer shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with Employers Liability insurance limits of at least \$100,000 each accident, \$100,000 each employee, and \$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with Section 440.02(13) (d) and 440.10(1) (g) Florida Statutes. The Engineer shall also purchase any other coverages required by law for the benefit of employees.

#### 13.9.2 General, Automobile and Excess or Umbrella Liability Coverage

The Engineer shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office. Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including Employers Liability required in the Workers Compensation coverage section) and the total amount of coverage required.

#### 13.9.3 General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this Agreement, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (X,C,U) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required. The Engineer is required to continue to purchase products and completed operations coverage, at least to satisfy this Agreement, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

#### 13.9.4 Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

#### 13.9.5 Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

#### 13.9.6 Professional Liability

\$1,000,000 per occurrence minimum limit.

### ARTICLE 14 CONTACT PERSONS

The County shall designate one or more County employees to whom all communications pertaining to the day-to-day conduct of the performance of this Agreement shall be addressed.

### ARTICLE 15 SEVERABILITY

In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach.

### ARTICLE 16 WAIVER OF CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, both the County and the Engineer, for their respective officers, directors, partners, employees, subcontractors, and subconsultants hereby waive any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the services performed or furnished under this Agreement. This mutual waiver of consequential damages includes, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including, without limitation, negligence, strict liability, breach of contract and breach of strict or implied warranty.

ARTICLE 17  
TRUTH-IN-NEGOTIATION CERTIFICATE

In accordance with Section 287.055, Florida Statutes, signature of this Agreement by the Engineer shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

ARTICLE 18  
GOVERNING LAW/VENUE

This Agreement shall be governed and construed in accordance with Florida law. In the event litigation arises involving the parties in connection with this Agreement, venue for such litigation shall be in Columbia County, Florida.

ARTICLE 19  
INDEPENDENT CONTRACTOR STATUS

The Engineer is an independent contractor and is not an employee, servant, agent, partner or joint venturer of the County.

IN WITNESS WHEREOF, the parties hereto have caused the execution of these premises as of the date and year first above written.

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

  
\_\_\_\_\_  
Robby Hollingsworth, Chair

Date: 02/17/2022

**ATTEST**

  
\_\_\_\_\_  
Clerk of Court, James M. Swisher, Jr.

Date: 2/18/22

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Joel Foreman, County Attorney

Date: 02/17/2022

**JONES EDMUNDS & ASSOCIATES, INC.**

By: 

Title: President & CEO

Date: February 25, 2022

**WITNESS**

By: Kathryn M. Meier-Miller

Title: Contracts Specialist

Date: February 25, 2022

Fred Hoyt  
Fred Hoyt (Feb 25, 2022 13:54 EST)

Keneth Vogel  
Keneth Vogel (Feb 25, 2022 14:12 EST)

## ATTACHMENT A



February 10, 2022

Chad Williams, PE  
County Engineer  
Columbia County Public Works Division  
135 NE Hernando Avenue  
Lake City, Florida 32641

RE: Parnell Hills Subdivision Roadway and Drainage Improvements  
RFQ 2021-M  
Scope of Services and Fee Schedule  
Jones Edmunds Opportunity No.: 95697-308-21

Dear Mr. Williams:

Jones Edmunds appreciates the opportunity to provide professional engineering services to design and prepare construction documents for the roadway and drainage improvements in the Parnell Hills Subdivision. The Subdivision contains 3.4 miles of unpaved roads and includes NW Honeysuckle Way, NW Bronco Terrace, NW Pillsbury Drive, NW Silas Glen, NW Antelope Loop, NW Gennell Loop, NW Timber Way, NW Jan Court, and NW Hogle Place.

The County has received a Community Development Block Grant (CDBG) for this project. The project scope is to pave the dirt roads, add drainage ditches along the streets, and replace deteriorated culverts as required. The project will improve drainage conditions in the neighborhood and address safety concerns due to the narrow streets.

The project goal is to design and permit roadway safety and drainage improvements for the Parnell Hills Subdivision while requiring minimal property acquisition.

This Scope of Services is for designing and permitting the Parnell Hills Subdivision Improvements as outlined in RFQ 2021-M and as further clarified by a site visit and discussions held on December 7, 2021.

Project design elements include:

- Design paved roadways (10-foot travel lanes, 2- to 4-foot grassed shoulders).
- Realign loop roads as necessary to fit within the surveyed roadway right-of-way.
- Install culverts across all driveways.
- Replace two series of cross-culverts and install headwalls along NW Pillsbury Drive.
- Improve drainage through on-site drainage channels.
- Prepare drainage calculations as required by the Suwannee River Water Management District (SRWMD) for a general permit.
- Prepare project specifications and cost estimates.

Jones Edmunds will provide the following services:

- Obtain a topographic and right-of-way survey of the project roads to facilitate the project design.
- Obtain geotechnical data to facilitate the project design.
- Identify and delineate regulatory wetlands within the project limits.
- Prepare drainage calculations.
- Coordinate with the County to identify easements and property acquisitions required for the project.
- Coordinate with public and private utilities for any necessary relocations.
- Prepare Construction Drawings and Technical Specifications.
- Submit permit applications to the following agencies:
  - SRWMD.
  - Florida Department of Environmental Protection (FDEP).
- Provide bid-phase services.
- Provide limited construction-phase services.

## **SCOPE OF SERVICES**

### **TASK 1 – PROJECT MANAGEMENT, MEETINGS, AND COMMUNICATIONS**

Jones Edmunds will attend a kick-off meeting with the County. The kick-off meeting will address the following items:

- Identify the team roles and responsibilities for the project.
- Establish the project schedule.
- Reaffirm project goals.
- Discuss any key design issues/constraints.

After the kickoff meeting, Jones Edmunds will hold monthly progress meetings for the duration of the design of the project. We expect that the design and permitting will take approximately 16 months. Jones Edmunds will prepare meeting minutes for the progress meetings.

Jones Edmunds will communicate with the County via telephone, email, and written correspondence on a regular and ongoing basis. Jones Edmunds will support the County Engineering Project Manager and County staff as requested.



## **TASK 2 – DATA COLLECTION**

Jones Edmunds will perform or subcontract the following data-collection services:

- Topographic survey.
- Geotechnical exploration for roadway and stormwater design.
- Wetland delineation and seasonal high-water elevations.
- Phase I Environmental Site Assessment (ESA).

This task will include site visits to meet and coordinate with our subconsultants performing the data collection.

This task includes delineation of required easements on the plan sheets and coordination with the County to acquire necessary easements from property owners, which are needed for constructing the proposed improvements. Easement preparation is excluded from this Scope of Services.

### **Deliverables**

- Topographic/Boundary Survey (PDF).
- Geotechnical Report (PDF).
- Phase I ESA (PDF).

This task includes a Phase I ESA of the County-owned right-of-way.

## **TASK 3 – DESIGN**

### **30% DESIGN**

Jones Edmunds will develop 30% Design Plans based on the data-collection services outlined in Task 2.

Design criteria for the project will follow Columbia County requirements and the requirements of the Florida Department of Transportation's (FDOT) *Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways* 2021 edition (commonly referred to as the *Florida Greenbook*). We expect the Plans to include the following sheets:

- Title Sheet.
- Legend, Index, and Abbreviations.
- General Notes.
- Typical Sections.

Jones Edmunds will submit the 30% Design Plans to the County for their review and comment. Thereafter, Jones Edmunds will meet with the County to review the Plans and receive comments regarding the design.

#### Deliverables

- 30% Plans: Two hard copies, 11-inch-x-17-inch, and an electronic copy (PDF).

#### 60% DESIGN

Jones Edmunds will develop 60% Design Plans and Technical Specifications by incorporating mutually agreed upon comments from the 30% Design and the data-collection services outlined in Task 2. We will prepare an Engineer's Opinion of Probable Construction Cost (EOPCC).

The 60% Plans will include the sheets from the 30% Design plus the following sheets:

- Key Map.
- Project Layout.
- Plan and Profile Sheets.
- Roadway Cross-Sections.
- Wetland Impact Plans.
- Floodplain Impact Plans.
- Erosion- and Sediment-Control Plans.
- Stormwater Pollution Prevention Plans.
- Easement Plans.

Jones Edmunds will submit the 60% Design Plans, Specifications, and EOPCC to the County for their review and comment. Thereafter, we will meet with the County to review the Plans and receive comments regarding the design.

#### Deliverables

- 60% Plans: Two hard copies, 11-inch-x-17-inch, and an electronic copy (PDF).
- 60% Technical Specifications: Two hard copies, 8.5-inch-x-11-inch, and an electronic copy (PDF).
- EOPCC: Two hard copies, 8.5-inch-x-11-inch, and an electronic copy (PDF).

The County-reviewed and approved 60% Plans will be used for permitting.

#### 90% DESIGN

Jones Edmunds will prepare 90% Design Plans and Technical Specifications by incorporating mutually agreed upon comments from the 60% Design and comments from the regulatory agencies. We will update the 60% EOPCC for the 90% Design submittal.

The 90% Plans will include the sheets from the 60% Design plus the following sheets:

- Drainage Profiles.
- Utility Relocation Plans.
- Construction Details.

#### Deliverables

- 90% Plans: Two hard copies, 11-inch-x-17-inch, and an electronic copy (PDF).
- 90% Technical Specifications: Two hard copies, 8.5-inch-x-11-inch, and an electronic copy (PDF).
- EOPCC: Two hard copies, 8.5-inch-x-11-inch, and an electronic copy (PDF).

#### 100% DESIGN

Jones Edmunds will prepare Final Construction Plans, Technical Specifications by incorporating relevant, in-Scope County comments from the 90% Design, and the Final EOPCC. The Final Construction Plans and Technical Specifications will be used for bidding and construction.

The Plans will include the sheets from the 90% Design and the incorporation of any County and permit agency comments.

#### Deliverables

- 100% Plans (signed-and-sealed): Two hard copies, 11-inch-x-17-inch, and an electronic copy (PDF).
- 100% Technical Specifications (signed-and-sealed): Two hard copies, 8.5-inch-x-11-inch, and an electronic copy (PDF).
- EOPCC: Two hard copies, 8.5-inch-x-11-inch, and an electronic copy (PDF).

#### UTILITY COORDINATION

During the design process, Jones Edmunds will coordinate with utility providers in the Parnell Hills Subdivision. We will communicate and meet with the utility providers to confirm that they relocate their facilities if applicable in a timely manner. We cannot control the timeliness of utility relocations by others. As part of this Scope of Services, we will call out minor utility adjustments. Major utility adjustments (e.g., upsizing or relocating utilities) are excluded from this Scope of Services and will be performed directly by the utility provider. All utility relocation costs are assumed to be the responsibility of the utility provider.

### **TASK 4 – PERMITTING**

Jones Edmunds will use the County-approved 60% Design Plans to prepare the permit applications. We will prepare the permit documents for County signature and will submit the permit packages to the appropriate agencies.

The following deliverables will be provided:

- SRWMD general Environmental Resource Permit (ERP) application.
- FDEP Permit application.
- Up to one Request for Additional Information (RAI) response for each agency.

## **TASK 5 – BID-PHASE SERVICES**

Jones Edmunds will perform the following Bid-Phase Services:

- Coordinate Front-End documents with the County.
- Attend a pre-bid meeting.
- Respond to bidder questions. We assume that the County will send out addenda, which will include responses to bidders' questions.

## **TASK 6 – CONSTRUCTION-PHASE SERVICES**

Jones Edmunds will perform the following services during construction:

- Prepare for and attend a pre-construction meeting with the County and the Contractor.
- Review up to 10 technical submittals/shop drawing reviews and five requests for information (RFIs).
- Attend monthly progress meetings (12 meetings). Meeting minutes will be prepared by others.
- Conduct periodic site observation visits to verify compliance with approved Construction Plans (assume six site visits).
- Attend substantial completion and final completion walkthroughs, including providing punch-list items to the County.
- Review and approve the As-Built Drawings submitted by the Contractor.
- Submit permit closeout documents to SRWMD and FDEP.

## **SCHEDULE**

The project schedule will be mutually agreed to by the County and Jones Edmunds. The following presents a proposed schedule.

### **Project Schedule**

Task	Calendar Days (from Notice to Proceed)
Notice to Proceed	0
Data Collection	75
30% Design	120
60% Design	240
Permit Submittal	330
90% Design	400
100% Design	450
Bid-Phase Services	TBD
Construction-Phase Services	TBD

We assume that the County will require a 2-week review period for each submittal.

## COMPENSATION

Based on the Scope of Services described above, the County shall pay Jones Edmunds a lump-sum fee in accordance with the following breakdown of tasks:

### Compensation

Tasks	Total Cost
Task 1 – Project Management, Meetings, and Communications	\$28,730
Task 2 – Data Collection	\$88,480
Task 3 – Design	\$172,710
Task 4 – Permitting	\$23,660
Task 5 – Bid-Phase Services	\$6,400
Task 6 – Construction-Phase Services	\$28,080
<b>Total</b>	<b>\$348,060</b>

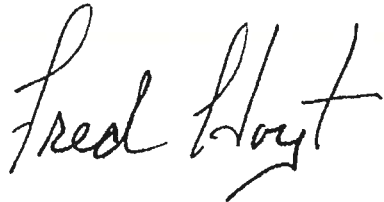
## PROPOSAL CLARIFICATIONS

- Public Works staff familiar with the project drainage and roadway issues will be available for questions throughout the project.
- The County will pay all permit fees.
- Real Estate staff familiar with real property in the County will be available for questions throughout the project.
- Archaeological surveying and permitting are excluded from this Scope of Services.
- Coordinating historical preservation is excluded from this Scope of Services.
- Hazardous materials (asbestos, metals, and polychlorinated biphenyls) investigation, testing, analysis, and abatement design are excluded from this Scope of Services.
- The Project Site is assumed to be free of soil and groundwater contamination.
- All Plans and Specifications will be prepared using English units.
- Landscaping plans are excluded from this Scope of Services.
- Treatment calculations and nutrient-loading criteria are excluded from this Scope of Services.
- Easement documents and legal descriptions of necessary project properties that the County will acquire will be performed under a separate Task Order.
- Public meetings and outreach are excluded from this Scope of Services.

Chad Williams  
February 10, 2022  
Page 8

If you have any questions or comments, please contact us at (352) 377-5821 or via email at [fhoyt@jonesedmunds.com](mailto:fhoyt@jonesedmunds.com) or [jbelle@jonesedmunds.com](mailto:jbelle@jonesedmunds.com).

Sincerely,

A handwritten signature in black ink that reads "Fred Hoyt". The signature is written in a cursive style with a large, looped "F" and a trailing "t".

Fred Hoyt, MBA, PE  
Project Manager  
730 NE Waldo Road  
Gainesville, Florida 32641

A handwritten signature in black ink that reads "Jamie Bell". The signature is written in a cursive style with a large, looped "J" and a trailing "l".

Jamie Bell, PE, CFM  
Client Manager

Y:\03780-ColumbiaCounty\Opportunities\95697-308-21-Parnell Hills Rd Improvements\Parnell Hills Road Improvements - Scope of Services.docx

Attachment: Project Fee Estimate







Project Name: Parnell Hills Subdivision Roadway and Drainage Improvements  
Client: Columbia County  
Opportunity Number: 95697-308-21  
Project Number: 03780-  
Prepared On: 01/17/22  
Prepared By: F. Hoyt  
Reviewed On: 02/03/22  
Reviewed By: M O'Brien, B Myhre

Project Fee Estimate

Staffing Plan

Senior Project Manager	Design Engineer	Engineer Intern	Senior Engineer	Senior Scientist	Senior Construction Administrator	Senior Administrative Assistant
\$230.00	\$195.00	\$105.00	\$250.00	\$165.00	\$165.00	\$105.00

Billing Rate

\$230.00	\$195.00	\$105.00	\$250.00	\$165.00	\$165.00	\$105.00
----------	----------	----------	----------	----------	----------	----------

Task No.	Task Description	Hours							Total Hours	Direct Labor Effort (Rates)	Total Expenses (ODC's) Effort	Subconsultant Effort	Total Fee
3	90% Design Submittal								0	\$0.00	\$0.00	\$0.00	\$0.00
	Incorporate Design Updates and Comments from 60% Submittal and Permit Revisions	8	80	80	16	8	2	8	202	\$27,530.00	\$250.00	\$0.00	\$27,780.00
	Subtotal 90% Design Submittal	8	80	80	16	8	2	8	202	\$27,530.00	\$250.00	\$0.00	\$27,780.00
3	100% Design Submittal								0	\$0.00	\$0.00	\$0.00	\$0.00
	Incorporate Design Updates and Comments from 90% Submittal and Permit Revisions	4	40	40	4	8	4	4	104	\$13,920.00	\$250.00	\$0.00	\$14,170.00
	Subtotal 100% Design Submittal	4	40	40	4	8	4	4	104	\$13,920.00	\$250.00	\$0.00	\$14,170.00
3	Utility Coordination								36	\$4,800.00	\$250.00	\$0.00	\$5,050.00
	Utility Coordination	2	16	16	2	0	0	0	36	\$4,800.00	\$250.00	\$0.00	\$5,050.00
	Subtotal Utility Coordination	2	16	16	2	0	0	0	36	\$4,800.00	\$250.00	\$0.00	\$5,050.00
4	Permitting								12	\$1,620.00	\$250.00	\$0.00	\$1,870.00
	Pre-Application Meeting with SRWMD		4	4		4			12	\$1,620.00	\$250.00	\$0.00	\$1,870.00
	SRWMD General Permit		12	20	4	4		4	44	\$5,800.00	\$250.00	\$0.00	\$6,050.00
	Pre-Submittal Coordination with DEP		4						8	\$1,200.00	\$250.00	\$0.00	\$1,450.00
	DEP Submittal		6	2	8	8		8	32	\$5,180.00	\$0.00	\$0.00	\$5,180.00
	Respond to RAI's		16	16		4		8	44	\$5,340.00	\$500.00	\$0.00	\$5,840.00
	Floodplain Compensation	2	8	16					26	\$3,220.00	\$300.00	\$0.00	\$3,520.00
	Subtotal Permitting	2	50	58	12	24	0	20	166	\$22,360.00	\$1,300.00	\$0.00	\$23,660.00
5	Bidding								16	\$2,340.00	\$0.00	\$0.00	\$2,340.00
	Coordinate Front End Documents	2	4	4	2			4	16	\$2,340.00	\$0.00	\$0.00	\$2,340.00
	Pre-Bid Meeting		8						8	\$1,080.00	\$100.00	\$0.00	\$1,180.00
	Respond to Bidder Questions	2	8	8	2				20	\$2,880.00	\$0.00	\$0.00	\$2,880.00
	Subtotal Bidding	4	20	12	4	0	0	4	44	\$6,300.00	\$100.00	\$0.00	\$6,400.00
6	Construction Administration								8	\$1,200.00	\$100.00	\$0.00	\$1,300.00
	Pre-construction Meeting		4				4		8	\$1,200.00	\$100.00	\$0.00	\$1,300.00
	Review submittals		8		4		20		32	\$5,380.00	\$0.00	\$0.00	\$5,380.00
	Review RFIs	1	8		4		16		29	\$4,950.00	\$0.00	\$0.00	\$4,950.00
	Attend Monthly Progress Meeting	4	12				12		28	\$4,520.00	\$1,200.00	\$0.00	\$5,720.00
	Perform Periodic Inspections		12				18		30	\$4,580.00	\$600.00	\$0.00	\$5,180.00
	Review As-Builts		4				8		12	\$1,860.00	\$0.00	\$0.00	\$1,860.00
	Substantial and Final Completion Walk Through	8	8				8		16	\$2,400.00	\$200.00	\$0.00	\$2,600.00
	Submit Permit Closeout Documentation		8						8	\$1,080.00	\$0.00	\$0.00	\$1,080.00
	Subtotal Construction Administration	5	64	0	8	0	86	0	163	\$25,980.00	\$2,100.00	\$0.00	\$28,080.00
	Grand Total	166	578	676	102	96	10	70	1,861	\$263,510.00	\$7,550.00	\$0.00	\$348,060.00