

CONTINUING CONTRACT FOR ENGINEERING SERVICES

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

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

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

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

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

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

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

ARTICLE 2

PAYMENTS TO ENGINEER

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

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

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

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

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

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

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

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

ARTICLE 3 **SCHEDULE**

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

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

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

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

ARTICLE 5 **TERM**

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

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

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

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

ARTICLE 6 **PERSONNEL**

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

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

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

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

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

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

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

ARTICLE 7

SUBCONTRACTING

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

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

ARTICLE 8

FEDERAL AND STATE TAX

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

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

ARTICLE 9
AVAILABILITY OF FUNDS

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

ARTICLE 10
INSURANCE

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

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

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

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

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

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

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

ARTICLE 11 **INDEMNIFICATION**

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

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

ARTICLE 12 **SUCCESSORS AND ASSIGNS**

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

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

ARTICLE 13

CONFLICT OF INTEREST

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

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

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

ARTICLE 14

EXCUSABLE DELAYS

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

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

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

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

ARTICLE 15

ENGINEER NOT TO PLEDGE COUNTY'S CREDIT

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

ARTICLE 16

DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

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

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

ARTICLE 17

INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 18

NO WARRANTY BY COUNTY

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

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

ARTICLE 19 **ACCESS AND AUDITS**

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

ARTICLE 20 **COMPLIANCE WITH LAWS**

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

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

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

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

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

ARTICLE 21

ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 22

ENFORCEMENT COSTS

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

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

ARTICLE 23

AUTHORITY TO PRACTICE ITS PROFESSION

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

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

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

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

ARTICLE 24

SEVERABILITY

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

ARTICLE 25

AMENDMENTS AND MODIFICATIONS

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

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

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

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

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

ARTICLE 26 **ENUMERATION OF CONTRACT DOCUMENTS**

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

ARTICLE 27 **APPLICABLE LAW, JURISDICTION, VENUE AND WAIVER OF JURY TRIAL**

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

ARTICLE 28 **ARBITRATION**

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

ARTICLE 29
CONTRACT TO BE NON-EXCLUSIVE

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

ARTICLE 30
NOTICE

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

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

and if sent to the Engineer shall be mailed to:


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

ARTICLE 31
MISCELLANEOUS

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

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

COLUMBIA COUNTY, FLORIDA

By: 
Robby Hollingsworth, Chairman
Board of County Commissioners

ATTEST:


James M. Swisher, Clerk of Courts

Form Approved by: 
County Attorney

ENGINEER: PITMAN ENGINEERING, LLC

EXECUTED by the Engineer, Pitman Engineering LLC, this
1st day of June, 2022.

Brian Pitman

Print: Brian Pitman

Title: Owner

Ellen Snyder
Witness

[Signature]
Witness

EXHIBIT “A”

SCOPE OF SERVICES

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

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

EXHIBIT "B"

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

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



Date: May 25, 2022

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

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

1) Engineering Service Rates – General:

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

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

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

4) Subdivision Plan or Plat Review:

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

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

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6) Planning Service Rates – General:

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

7) Planning Review of Zoning Application:

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

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

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

Thank you,

Brian Pitman

Brian Pitman

Owner – Pitman Engineering LLC

