

**AGREEMENT BETWEEN COLUMBIA COUNTY
and
JONES EDMUNDS & ASSOCIATES, INC.
for
PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN AND
PERMITTING OF A WASTEWATER TREATMENT PLANT AND ASSOCIATED
APPURTEANCES**

RFQ 2019-F

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, FL 32055 (hereinafter referred to as "County"), and JONES EDMUNDS & ASSOCIATES, INC. located at 730 NE Waldo Road, Gainesville, FL 32641, (hereinafter referred to as "Engineer") on this _____ day of _____, 2019.

WITNESSETH:

WHEREAS, the County issued a Request for Qualifications #2019-F for Professional Engineering Services for the Design and Permitting of a Wastewater Treatment Plant and Associated Appurtenances in accordance with the provisions of Section 287.055, Florida Statutes; and

WHEREAS, the Engineer submitted a response to RFQ 2019-F (the "Proposal"), and was subsequently selected by the County to enter into an Agreement to provide services authorized under RFQ 2019-F by Task Order (as that term is described in RFQ 2010-F); 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 2019-F, Engineer's Proposal, this Agreement, applicable Task Orders, 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 2019-F, issued by the County, and the Proposal submitted by the Engineer dated May 30, 2019, 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) Any Task Order issued by the County pursuant to this Agreement;
- 2) This Agreement;
- 3) RFQ 2019-F;
- 4) The Engineer's Proposal.

ARTICLE 2
ENGINEER'S DUTIES

2.1 The Engineer agrees to perform the services outlined in RFQ 2019-F and described in individual Task Orders issued pursuant to this Agreement. A sample Task Order is included as Attachment A.

2.2 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.

2.3 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.

2.4 (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
penny_stanley@columbiacountyfla.com (e-mail)**

ARTICLE 3

SERVICES/TASK ORDERS

3.1 The project requires the design and permitting of a new 500,000-gallon-per-day (GPD) field-erected wastewater package treatment plant and approximately 0.5 miles of water and wastewater lines needed to connect to the existing City of Lake City utility lines at US Highway 90. The proposed plant design will need to demonstrate that the proposed plant layout will accommodate plant expansions in increments of 250,000 GPD to an ultimate 1,000,000 GPD to 1,500,000 GPD plant capacity. The plant design will include connecting to the City of Lake City utilities approximately 0.5 miles north of where the plant will be located and providing access to the plant. The design and permitting of the WWTP shall include water reuse. Plant operations and maintenance costs should also be a consideration of the design. The Engineer will be responsible for acquiring all necessary permits and utilities for the successful construction and final operation of the new facility. The Engineer will participate as the Engineer of Record in the bidding and the construction of the project.

3.2 The County intends to authorize the services under this Agreement on a task-by-task basis. The Engineer will provide a proposal as requested by the County, and upon authorization by the County, the Engineer will prepare a Task Order for signature by both parties.

3.3 Each Task Order issued hereunder shall contain a description of the specific services required for that Task Order, shall state the compensation to be paid to the Engineer for such Task Order, and shall include a schedule for completing the services pursuant to the Task Order. Each Task Order issued to the Engineer by the County shall become a part of this Agreement upon written approval by both parties. Compensation for each Task Order will be on a Lump Sum basis. The County acknowledges that adjustments to the services, schedule and compensation for any Task Order may be necessary based on circumstances and any such adjustments shall be consented to in writing by both the Engineer and the County. The Engineer shall be authorized to proceed with services pursuant to any Task Order upon receipt of the fully executed Task Order. The Engineer agrees to perform the services in consideration of the compensation described in each Task Order and in accordance with the terms of this Agreement.

3.4 The scope of services to be performed shall consist of but not limited to the following:

- 1) General Planning
- 2) Design and Permitting of all types of Public Infrastructure

- 3) Water Treatment Facilities
- 4) Wastewater Treatment Plants
- 5) Gravity Collection System Analysis and Design
- 6) Wastewater Transmission System
- 7) Water Distribution
- 8) Pump Stations
- 9) Stormwater Management
- 10) Geotechnical Investigation
- 11) Site Planning, Design, and Inspection
- 12) Local, State, and Federal Permitting (stormwater, wastewater, consumptive use/reuse, wetland impact, etc.)
- 13) Architectural Services
- 14) Recreation Facilities
- 15) GIS services
- 16) Feasibility Analysis
- 17) Cost Estimating
- 18) Funding Research
- 19) Grant/Loan Applications
- 20) Any other related service that may be requested by the County

ARTICLE 4

TERM/TERMINATION

4.1 The services shall begin upon execution of the first Task Order to this Agreement and shall extend until the completion of the construction of the wastewater treatment plant and all appurtenances or a period of three (3) years, whichever is longer. The Agreement may be extended for additional one (1) year periods upon mutual consent of both parties.

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 for any Task Order 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 pursuant to a Task Order 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 compensation for its services rendered to the County in an amount and method as agreed in individual Task Orders.

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. The total Fee amount shall be available for all tasks set forth in a Task Order. 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 pursuant to a Task Order to the applicable County department. Billings shall be detailed as to nature of the services performed and shall refer to the particular line item(s) in the Task Order to which services apply. 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 and materials under any Task Order within the times allowed for performance in the schedule contained in the applicable Task Order 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 act, error or omission of the Engineer or any subconsultant or subcontractor 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 coverage 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. In addition, a Task Order may designate one or more County employees to whom all communications pertaining to the day-to-day conduct of the performance of that Task Order 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 Lake City, 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**

Chair

Date: _____

JONES EDMUNDS & ASSOCIATES, INC.

By: _____

Title: _____

Date: _____

ATTACHMENT A
SAMPLE TASK ORDER

**AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN
AND PERMITTING OF A WASTEWATER TREATMENT PLANT AND
ASSOCIATED APPURTENANCES**

Task Order No.

TITLE OF TASK

This Task Order, made and entered into by mutual agreement of the parties hereto, is made a part of the Agreement for Professional Engineering Services for the Design and Permitting of a Wastewater Treatment Plant and Associated Appurtenances dated _____, by and between Columbia County (County) and Jones Edmunds & Associates, Inc. (Engineer), and by being made a part of said Agreement is therefore subject to the conditions and considerations contained therein, unless otherwise provided herein.

Engineer will provide services as outlined in the attached Exhibit A, Scope of Services, for a total Lump Sum Fee of \$.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Task Order upon the terms and conditions stated herein, effective as of the date of the last signature shown below. All other provisions of the referenced Agreement shall remain in effect unless subsequently changed in writing and signed by both parties.

Client:
Columbia County

Engineer:
Jones Edmunds & Associates, Inc.

By:

By:

Name: _____

Title:

Name _____

Date:

Date: