

Contract No. CM1344
Bid/RFQ No. NC08-017

PROFESSIONAL SERVICES AGREEMENT
Engineering Design Services for the Rehabilitation of Tanks at the
West Nassau Landfill, Callahan, Florida

THIS AGREEMENT made and entered into this 14th day of January 2009 ~~2008~~, by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **Jordan, Jones, & Goulding**, a foreign profit corporation, whose principle office address is located at 841 Prudential Drive, Suite 1330, Jacksonville, Florida 32207, hereinafter referred to as "JJG":

WHEREAS, the County desires to obtain professional services in connection with the Rehabilitation of the three (3) leachate tanks at the West Nassau Landfill located at 46026 Landfill Road, Callahan, Florida; and

WHEREAS, JJG desires to render specialized tank engineering services as described in the Scope of Work, and has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, JJG hereby certifies that JJG has been granted and possesses all necessary and current licenses to do business in the State of Florida and in Nassau County, Florida, issued by the respective State Boards and Government Agencies responsible for regulating and licensing the services to be provided and performed by JJG pursuant to this Agreement; and

WHEREAS, the County, through a competitive selection process conducted in accordance with the requirements of law and County policy has determined that it would be in the best interest of the County to award a contract to JJG for the rendering of those services in the Scope of Work, described herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE 1 - EMPLOYMENT OF CONSULTANT

The County hereby agrees to engage JJG, and JJG hereby agrees to perform the services set forth in the Scope of Work, described herein.

ARTICLE 2 - SCOPE OF WORK

JJG shall provide professional services in accordance with the Scope of Work set forth in Attachment "A", attached hereto and incorporated by reference.

ARTICLE 3 - THE COUNTY'S RESPONSIBILITY

Except as provided in the Scope of Service, the County's responsibilities are to furnish required information, services, render approvals and decisions as necessary for the orderly progress of JJG's services. The County hereby designates the Director of Solid Waste to act on the County's behalf with respect to the Scope of Work. The Director of Solid Waste, under the supervision of the County Administrator shall have complete authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to materials, elements and systems pertinent to JJG's services.

ARTICLE 4 - TERM OF AGREEMENT

4.1 The provisions for this article and the rate of compensation for JJG's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. JJG's obligation to render services hereunder will extend for a period of not less than one hundred and sixty (160) days from the date of the Notice to Proceed. If the County has requested significant modifications or changes in the general scope, extent or character of the project, the time of performance of JJG's services shall be adjusted equitably as agreed upon in writing by the County and JJG.

4.2 The term of this Agreement shall be for a period of not less than one hundred and sixty (160) days and will continue until such time that a satisfactory final acceptance of the project is accepted by the County.

ARTICLE 5 - COMPENSATION

5.1 The County shall pay JJG in accordance with the provisions contained in the Scope of work, which is attached hereto as Attachment "A", and incorporated herein as if set forth in full, as follows:

Task #	Description of Services	Fee basis	Cost
1	Design	Lump Sum	\$23,200.00
2	Bidder Pre-Qualification and Bidding Assistance	Lump Sum	\$6,900.00
3	Contract Administration	Lump Sum	\$5,000.00
4	Inspection Services <ul style="list-style-type: none">• Field Inspections and Project Management• Expenses	Not to exceed Not to exceed (based on maximum cost of \$900 per week)	\$35,710.00 \$7,200.00
TOTAL			\$78,010.00

5.2 JIG shall prepare and submit to the Director of Solid Waste, for approval, a monthly invoices for the services rendered under this Agreement. Invoices for services shall be paid within forty-five (45) upon receipt of the invoice, in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report identifying the nature and progress of the work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. The County reserves the right to withhold payment to JIG for failure to perform the work in accordance with the provisions of this Agreement, and the County shall promptly notify JIG if any invoice or report is found to be unacceptable and will specify the reasons therefor.

5.3 All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment and termination or completion of this Agreement.

5.4 Final Invoice per Project: In order for both parties herein to close their books and records, JIG will clearly state "Final Invoice" on JIG'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 that there is no further work to be performed on the specific project.

ARTICLE 6 - STANDARD OF CARE

JIG shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional under

similar circumstances and JJG shall, at no additional cost to the County, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 7 - DOCUMENTS

The documents which comprise this Agreement between the County and JJG are attached hereto and made a part hereof and consist of the following:

- 7.1 This Agreement;
- 7.2 The Scope of Work attached hereto as Attachment "A";
- 7.3 Rate Schedule attached hereto as Attachment "B";
- 7.4 Any written amendments, modifications or Addenda to this Agreement.

ARTICLE 8 - EQUAL OPPORTUNITY EMPLOYMENT

In connection with the work to be performed under this Agreement, JJG agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

ARTICLE 9 - TRUTH-IN-NEGOTIATION/PUBLIC ENTITY CRIMES AFFIDAVIT

JJG certifies that wage rates and other factual unit costs supporting the compensation 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 non-current wage rates and other factual unit costs. JJG represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

ARTICLE 10 - INDEMNIFICATION

10.1 JJG shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of JJG and other persons employed or utilized by JJG in the performance of this agreement.

ARTICLE 11 - INDEPENDENT CONTRACTOR

JJG undertakes performance of the services as an independent contractor under this Agreement, and shall be wholly responsible for the methods of performance. The County shall have no right to supervise the methods used, but the County shall have the right to observe such performance. JJG shall work closely with the County in performing services under this Agreement.

ARTICLE 12 – EXTENT OF AGREEMENT

12.1 This Agreement represents the entire and integrated agreement between the County and JJG and supersedes all prior negotiations, representations, or agreement, either written or oral.

12.2 This Agreement may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

ARTICLE 13 - COMPLIANCE WITH LAWS

In performance of the services, JJG will comply with applicable regulatory requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

ARTICLE 14 - INSURANCE

14.1 JJG shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance as is appropriate for the services being performed hereunder by JJG, its employees or agents. The amounts and types of insurance shall conform to the following minimum requirements.

14.1.1 Worker's Compensation: Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:

- a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
- b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) days' written notice of cancellation and/or restriction.

14.1.2 Comprehensive General Liability: Coverage must include:

- a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage; \$2,000,000 general aggregate.
- b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.

- c. Additional Insured. County is to be specifically included as an additional insured.
- d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) days' written notice of cancellation and/or restriction.

14.1.3 Comprehensive Automobile Liability: Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

- a. \$1,000,000 combined single limit per accident for bodily injury and property damage.
- b. Owned Vehicles
- c. Hired and Non-Owned Vehicles
- d. Employee Non-Ownership
- e. Additional Insured. County is to be specifically included as an additional insured.
- f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) days' written notice of cancellation and/or restriction.

14.1.4 Umbrella policy: Coverage must be afforded on a form no more restricted than the latest Umbrella Policy filed by Insurance Services Offices and must include:

- a. \$5,000,000 per occurrence

- b. General Liability underlying coverage: \$1,000,000 for bodily injury, personal injury and property damage. General Aggregate of \$2,000,000.
- c. Auto liability: Underlying Combined single limit of \$1,000,000.
- d. Employers' Liability: Underlying limit \$500,000/\$500,000/\$500,000.

14.1.5 Additional Insured. County is to be specifically included as an additional insured.

14.1.6 Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) day's written notice of cancellation and/or restriction.

14.2 Certificates of Insurance evidencing the insurance coverage specified in this Section shall be filed with the County. The Certificates of Insurance shall be filed with County before this Agreement is deemed approved by the County. The required Certificates of Insurance not only shall name types of policies provided, but also shall refer specifically to this Agreement. All the policies of insurance so required of JJG except workers compensation and professional liability insurance shall be endorsed to include as additional insured the County, its officers, employees, and agents to the extent of the County's interest arising from any contract agreement between County and JJG. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

14.3 Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the County, licensed to do business in the State of Florida and with a resident agent designated for the service of process. All insurers shall have an “A” policyholder’s rating and a financial rating of at least Class IX in accordance with the most current Best’s rating. JJG shall provide the County with financial information concerning any self insurance fund insuring JJG. At the County’s option, a Best’s rating or Self-Insurance Fund financial information may be waived.

ARTICLE 15 – ACCESS TO PREMISES

The County shall be responsible for providing access to all project sites, and for providing project-specific information.

ARTICLE 16 - TERMINATION OF AGREEMENT

16.1 Termination for Convenience: Notwithstanding any other provision herein, this Agreement may be terminated by the County for convenience, upon thirty (30) days of written notice to JJG. In such event, JJG shall be paid its compensation for services performed prior to the termination date. In the event that JJG abandons this Agreement or causes it to be terminated, JJG is liable to the County for any and all loss pertaining to this termination.

16.2 Default by Consultant: Notwithstanding any other provision herein, In addition to all other remedies available to the County, the County may terminate this Agreement for cause should JJG neglect, fail to perform, or observe any of the terms, provisions, conditions, or requirements herein

contained. Prior to termination the County shall provide written notice of the specific conditions warranting default, and the County shall allow thirty (30) days for JJG to cure.

ARTICLE 17 - UNCONTROLLABLE FORCES

17.1 Neither the County nor JJG shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

17.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 18 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Nassau County.

ARTICLE 19 - MISCELLANEOUS

19.1 Non-waiver: A waiver by either County or JJG of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

19.2 Severability: Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

19.3 The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

The County and JJG each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

ARTICLE 21 - CONTINGENT FEES

JJG warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for JJG 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 JJG, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 22 - OWNERSHIP OF DOCUMENTS

JJG shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by the County.

ARTICLE 23 - FUNDING

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the County Commission of the County of Nassau in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 24 - NOTICE

24.1 Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

COUNTY

Contract Manager
Nassau County Contract Management
96135 Nassau Place, Suite 6
Yulee, Florida 32097

With a copy to the County Attorney at the same address.

CONSULTANT:

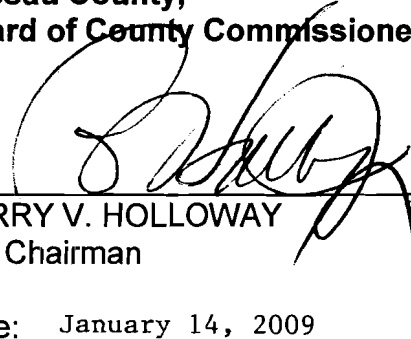
John Quattrochi, P.E.
Project Manager
JJG Jacksonville
841 Prudential Drive, Suite 1330
Jacksonville, Florida 32207

24.2 Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Facsimile is acceptable notice effective when received, however, facsimiles received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

24.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of JJG and County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

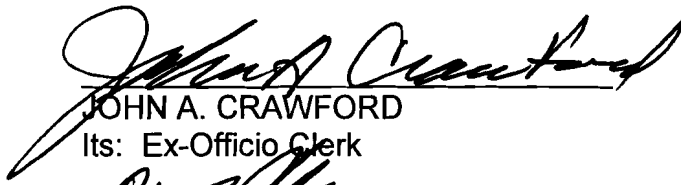
**Nassau County,
Board of County Commissioners**



BARRY V. HOLLOWAY
Its: Chairman

Date: January 14, 2009

ATTEST TO CHAIR SIGNATURE



JOHN A. CRAWFORD
Its: Ex-Officio Clerk



Approved as to form and legal sufficiency:



DAVID A. HALLMAN

[Consultant signature next page]

JORDAN, JONES & GOULDING

J. J. Wallace
By
JAMES J. WALLACE
Type/Print Name

As its: JACKSONVILLE OFFICE MANAGER

STATE OF Florida :
COUNTY OF Duval :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared James J. Wallace, of Jordan, Jones & Goulding A _____ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 16 day of December, 2008.

Anita Jo Davis
Signature of Notary Public
State of Florida at Large
ANITA JO DAVIS
Notary Public, State of Florida
Print, Type or Stamp
My Comm. expires 10, 2012
Name of Notary Public
Comm. No. ~~9081~~ 2170

- Personally known to me or
- Produced Identification

Type of I.D. Produced

- DID take an oath, or
- DID NOT take an oath

Scope of Work West Nassau Landfill Leachate Tanks Rehabilitation

Callahan, Florida

September 8, 2008

Introduction

The purpose of this project is to provide engineering services to assist Nassau County with the interior rehabilitation of the three 20,000 gallon leachate tanks at the West Nassau Landfill located in Callahan, Florida. These services include preparation of contract documents, bidder pre-qualification and bidding assistance, contract administration, and field inspections.

Scope of Work

Specific tasks included in this Scope of Services are as follows:

Task 1 – Preparation of Contract Documents

1. Prepare contractual documents and technical specifications to allow the County to solicit competitive bids for painting the tank interior.
2. Submit draft documents at the 90-percent completion level to the County for review. Meet with the County to review the draft documents and revise the documents in response to County comments.
3. The technical specifications will include the following:
 - Identification of all applicable standards which must be adhered to in completing the work.
 - Specific identification and references to the steel surfaces requiring cleaning and painting.
 - Specific surface preparation requirements.
 - Specific coating systems and applications methods.
 - Performance guarantees, warranties, and damages to be assessed for noncompliance.
 - Specification of containment, collection, and disposal procedures for both removed coating material and spent cleaning debris.

- Proper compliance with environmental and worker protection regulations as required by the scope of the work.
- Procedures for verifying finish coat integrity, total film thickness, and final cure.

Task 2 – Bidder Pre-Qualification and Bidding Assistance

1. Provide the County an opinion as to whether or not applicants have submitted sufficient evidence that they meet the published pre-qualification criteria.
2. Respond to written inquiries made from bidders. Any items which necessitate a change or clarification to the contract documents will be prepared as a part of an addendum.
3. Prepare a tabulation of the bids submitted. JIG will review the apparent low bidder's submittal for responsiveness.
4. Prepare a recommendation of award, based on the bid prices submitted and the responsiveness of the low bidder.
5. Prepare conformed documents for the project. This shall consist of incorporating all addenda issued on the project into the contract documents, as well as incorporating all information submitted with the bid by the awarded contractor.

Task 3 – Contract Administration

1. Review shop drawings and other contractor submittals.
2. Attend the pre-construction conference among the contractor, County, and JIG.
3. Respond to requests for clarification and requests for information; monitor the contractor's progress compared to the established contract time; review and respond to issues which require a change order; and process pay requests.
4. At the conclusion of the project, review all close-out documents, prepare a final close-out change order, and recommend final payment.

Task 4 – Field Inspections

Conduct field inspections at critical milestones to monitor the progress and quality of the work. Our recommended inspections will supplement and support site visits by County staff. We recommend conducting the following site visits and inspections:

1. Start of cleaning and priming: Site visits will be made to confirm that the initial approach to cleaning meets the specified requirements and that the thickness of the prime coat is as

specified. These visits will include the inspection of the draping/containment system installation effectiveness that will be specified, prior to cleaning and painting being allowed to begin.

2. Ongoing cleaning and priming: Site visits will be made to ensure that the quality of work established in the first inspections is maintained.
3. Completion of the prime coat: Site visit(s) will be made to check final thickness of prime coat.
4. Application of stripe coat on seams and pitted areas: Site visits will be made to ensure correct application by brush or roller
5. Application of intermediate coat: Site visit(s) will be made to check coating thickness
6. Application of final coat: Site visit(s) will be made to check coating thickness.
7. Final removal of scaffolding/suspension system: Site visit(s) will be made to ensure coating has not been damaged.
8. Supplemental inspections: Supplemental site visit(s) will be made to inspect specific repairs or to address issues of poor workmanship that require additional attention.
9. Written inspection reports: Written reports will be furnished to the County. The reports shall include the following:
 - a. Number of workers on the job
 - b. Equipment on the job
 - c. Location of work performed
 - d. Temperature of steel
 - e. Weather conditions
 - a) Temperature
 - b) Wind velocity and direction
 - c) Relative humidity
 - d) Dew point
 - f. Paint batch numbers used on the day of the observation
 - g. Quality of work being performed and compliance with the project documents
 - h. Wet and dry film thickness readings
 - i. Calibration record of dry mil thickness gauge
 - j. Recommendations made
 - k. Estimated completion date

- l. Photographs of significant details
- m. Other pertinent data as required or requested

Project Staffing

The following JJG staff will work on this project:

- John Quattrochi – Project Manager
- Chuck Barnes – Contract Document Preparation, Inspection Supervision
- Andre Hegyesi – Field Inspection
- Tommy Miller – QA/QC
- Wayne Price – Contract Document Preparation, QA/QC

Project Schedule

JJG will commence with the contract document preparation within 14 days of receipt of Notice to Proceed. We anticipate that contract document preparation and bid will be completed within 90 days. The construction schedule will depend on the number of tanks the contractor can rehabilitate at one time.

Fee

The lump sum fee guaranteed for Tasks 1, 2, and 3 including expenses is as follows:

Task 1 - Design	\$ 23,200
Task 2 - Bidder Pre-Qualification and Bidding Assistance	\$ 6,900
Task 3 - Contract Administration	\$ 5,000
Total	\$ 35,100

Scope of Work
West Nassau Leachate Tanks
Rehabilitation
September 8, 2008

The man-hour and expense estimate for Task 4 – Inspection Services is as follows:

Field Inspection (Labor Grade 3)	232 hrs	\$16,240
Field Inspection Supervision (Labor Grade 9)	88 hrs	\$14,520
Project Management (Labor Grade 9)	30 hrs	\$ 4,950
Total	350 hrs	\$35,710

The inspection fee is based on the rehabilitation of one tank at time and a total rehabilitation schedule of eight weeks. The estimated expenses will be a maximum cost of \$900 per week. The fee for this task shall not exceed the fee of \$35,710 plus expenses (receipts required) for a max cap of \$42,910.00 without written authorization from Nassau County.

JJG will be compensated in accordance with its current rate schedule as enumerated in Exhibit A.

Exhibit A

July 2008 to June 2009

RATE SCHEDULE

Labor Grade	Hourly Billing Rate
1	\$ 45.00
2	\$ 55.00
3	\$ 70.00
4	\$ 85.00
5	\$ 95.00
6	\$ 110.00
7	\$ 125.00
8	\$ 140.00
9	\$ 165.00
10	\$ 180.00
11	\$ 195.00
12	\$ 210.00
