



AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT, made and entered into by and between NASSAU COUNTY, FLORIDA, hereinafter called the "CLIENT", and JORDAN, JONES AND GOULDING, INC., a corporation chartered and existing under the laws of the State of Florida, hereinafter called the "CONSULTANT".

WHEREAS, the CLIENT has need of professional advice and consulting services regarding engineering services for the Transfer Station / Recycling Convenience Center located at the West Nassau Landfill in Nassau County,;

NOW, THEREFORE, for and in consideration of the covenants and promises to be carried out by each party herein, it is agreed by and between the parties that the CLIENT shall and does hereby employ said CONSULTANT to provide certain professional advice and consulting services as follows:

ITEM A - CONSULTANT'S SCOPE OF SERVICES

The Scope of Services is enumerated in Exhibit A.

ITEM B - CONSULTANT'S COMPENSATION

The CONSULTANT will be compensated for the Scope of Services as enumerated in Exhibit B.

ITEM C - TERMS AND CONDITIONS OF AGREEMENT

The parties agree that services covered by this AGREEMENT shall be performed in accordance with the TERMS AND CONDITIONS OF AGREEMENT on page 2 of 2 of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this, the 11th day of May, 2009.

NASSAU COUNTY

JORDAN, JONES AND GOULDING, INC.

By: [Signature]
Signature

By: [Signature]
Signature

Barry V. Holloway
Print Name

James J. Wallace
Print Name

Title: Chairman

Title: Office Manager

Attest to Chairman's Signature:

Approved as to form by:

By: [Signature]
Signature

By: [Signature]
Signature

John A. Crawford
Print Name

David A. Hallman
Print Name

Title: Ex - Officio Clerk

Title: County Attorney

EBK 5/10/09



TERMS AND CONDITIONS OF AGREEMENT



1. **AGREEMENT TO PROCEED.** This AGREEMENT shall be in effect from the signature date until completion of the work by CONSULTANT, or unless terminated sooner. Signing this form shall be construed as authorization by CLIENT for CONSULTANT to proceed with the work, unless a prior Notice-to-Proceed has been issued by the CLIENT.
2. **PAYMENT OF CONSULTANT.** Monthly invoices will be issued by CONSULTANT for all work performed under the terms of this AGREEMENT. Invoices are due and payable within forty five (45) days of receipt. In addition to any other remedies CONSULTANT may have, CONSULTANT shall have the absolute right to cease performing any basic or additional services in the event payment has not been made, without any liability to CLIENT, pending payment of CLIENT's outstanding indebtedness.
3. **STANDARD OF CARE FOR CONSULTANT.** CONSULTANT shall furnish services in a manner consistent with industry standards and to the level of professional skill generally acceptable in the industry with regard to services of this kind.
4. **PROJECT INFORMATION.** CLIENT shall furnish or cause to be furnished to CONSULTANT all documents and information known to CLIENT that relate to the identity, location, quantity, nature or characteristics of any hazardous waste, environmentally sensitive material, and/or asbestos at, on, or under the project. In addition, CLIENT will furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents, information on surface and subsurface site conditions, and any other information required by CONSULTANT for proper performance of its services. CONSULTANT shall be entitled to rely upon CLIENT-provided documents and information in performing the services required under this AGREEMENT; however, CONSULTANT assumes no responsibility or liability for the accuracy or completeness of such CLIENT-provided documents.
5. **COST ESTIMATES AND TIME SCHEDULES.** Any opinions of construction costs provided by CONSULTANT will be on a basis of experience and judgment, but since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT cannot warrant that bids or ultimate construction costs will not vary from these cost estimates. Additionally, any opinions of time schedules provided by CONSULTANT will be on the basis of experience and judgment. However, since CONSULTANT has no control over permitting authority time frames, market conditions or weather related delays, CONSULTANT cannot warrant that schedules will not vary from the actual time frames.
6. **CONSTRUCTION MONITORING.** Any construction inspection or testing provided by CONSULTANT is for the purpose of determining the Contractor's compliance with the functional provision of the project contract documents only. CONSULTANT in no way guarantees or insures Contractor's work, nor assumes responsibility for construction means and methods used by Contractor, nor for jobsite safety, nor for Contractor's compliance with any State or Federal laws and regulations. CLIENT agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for jobsite conditions during the course of construction of the project, including safety of all persons and property and that this responsibility shall be continuous and not be limited to normal working hours.
7. **EXISTING CONDITIONS AND RESPONSIBILITIES.** CLIENT acknowledges that CONSULTANT and its subconsultants have played no part whatsoever in the creation of any existing hazardous waste, pollution sources, nuisance, or chemical or industrial disposal problem which may exist or be discovered and that CONSULTANT has no responsibility beyond informing CLIENT of the discovered condition in a reasonable manner of time. CONSULTANT and its subconsultants, agents and employees shall not be responsible for any costs to cover claims, damages, losses and/or expenses (direct, indirect, and consequential), including, but not limited to, fees and charges of attorneys and court costs, arising out of existing conditions before, during and after the performance of the services by CONSULTANT. CLIENT recognizes and agrees that CONSULTANT has assumed responsibility for making only those investigations, reports, and recommendations to the CLIENT that are specifically included within the CONSULTANT's SCOPE OF SERVICES. CLIENT acknowledges and agrees that the sole responsibility for making any disclosures or reports to any third party, for the taking of corrective, remedial, or mitigating action shall be solely that of CLIENT.
8. **PROJECT PROGRESS.** CONSULTANT's services and compensation under this AGREEMENT have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.
9. **PROJECT TIME.** Should completion of the services be delayed for cause(s) beyond CONSULTANT's responsible control, including, but not limited to, force majeure, the time for performance shall be extended for a period at least equal to the delay and the parties will mutually agree on the terms and conditions upon which the services may be continued.
10. **PROJECT DELAYS.** The CONSULTANT will prepare drawings, specifications and/or reports in a timely manner, but it is agreed between the parties to this AGREEMENT that the CONSULTANT cannot be responsible for delays occasioned by factors beyond CONSULTANT's control, nor by factors which could not reasonably have been foreseen at the time this AGREEMENT was prepared and executed.
11. **LIMITATION OF PROFESSIONAL SERVICES.** Unless expressly stated to the contrary, the professional services to be provided by the CONSULTANT do not include meetings and consultations in anticipation of litigation or arbitration or attendance as an expert witness in any deposition, hearing or arbitration. If requested, these services will be provided by an amendment to this AGREEMENT, setting forth the terms of compensation to be received by the CONSULTANT.
12. **CONFIDENTIALITY.** The CONSULTANT shall not disclose nor permit disclosure of any information specifically designated by the CLIENT as confidential, except to its employees and other subconsultants who need such information in order to properly execute the services of this AGREEMENT.
13. **OWNERSHIP OF WORK PRODUCT.** Upon completion of the project, the work product, i.e. the drawings, reports and other material provided to the CLIENT by the CONSULTANT become the property of the CLIENT. CONSULTANT may keep copies of all work products and reuse as CONSULTANT may choose. CLIENT agrees to use the work product solely for the project covered by this Agreement. Should the CLIENT reuse any portion of the work product without the CONSULTANT'S written approval, the CLIENT shall assume full responsibility and liability for such use.
14. **SEVERABILITY; SURVIVAL.** If any of these TERMS AND CONDITIONS OF AGREEMENT shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this AGREEMENT to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision. These TERMS AND CONDITIONS OF AGREEMENT shall survive the completion of the services under

this AGREEMENT and the termination of this AGREEMENT for any cause.

15. **DATE CHANGES.** If in this AGREEMENT specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of CONSULTANT, the rates and amounts of compensation provided for herein may be subject to equitable adjustment.
16. **ASSIGNMENTS.** Each party binds himself and his partners, successors, executors, administrators and assigns to the other party of this AGREEMENT, and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this AGREEMENT. Neither party shall assign, sublet or transfer his interest in this AGREEMENT without the written consent of the other. However, CONSULTANT may subcontract any portion of the work to be performed hereunder with written consent of client.
17. **TERMINATION.** Either party may terminate this AGREEMENT at any time by giving thirty days (30) notice to the other party. If this AGREEMENT is terminated, the CONSULTANT shall be compensated for work actually performed and expense incurred up to the date of termination.
18. **WAIVER.** No waiver by either party of any default or non-performance by either party shall be considered a waiver of any subsequent default or non-performance.
19. **RECORD RETENTION.** All records related to this AGREEMENT shall be retained by both parties for a period of five (5) years after the conclusion of this AGREEMENT. Records relating to any claim arising out of the performance of this AGREEMENT, or costs and expenses of this AGREEMENT to which exception has been taken by either party, shall be retained by the other party until the claim has been resolved.
20. **USE AND TRANSFER OF ELECTRONIC MEDIA FILES.** In accepting or using electronic media files ("Files") provided by CONSULTANT, CLIENT agrees that all such Files are instruments of professional service and CONSULTANT shall remain the Owner of Files. Copies of documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) provided by the CONSULTANT. Any conclusion or information obtained or derived from such Files will be at the user's sole risk. In the event of a conflict between the hard copies prepared by the CONSULTANT and the Files, the hard copies shall govern. The CLIENT agrees not to reuse these Files, in whole or in part, for any purpose or project other than the project that is the subject of this AGREEMENT. The CLIENT agrees not to transfer these Files to others without the prior written consent of the CONSULTANT and further agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized alterations, modifications and/or additions to the Files as well as reuse of the Files for any other project.
21. **INTEGRATION CLAUSE/EFFECT OF PRIOR AGREEMENTS/PRECEDENCE.** This AGREEMENT is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of the terms thereof. This AGREEMENT supersedes and revokes all prior negotiations, representations and agreements, whether oral or written, relating to the subject matter hereof. Furthermore, these TERMS AND CONDITIONS OF AGREEMENT shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding CONSULTANT's services absent CONSULTANT's express written agreement.
22. **THE CLIENT'S RESPONSIBILITIES.** The CLIENT shall: (a) Upon request from the CONSULTANT, provide all criteria and full information as to the CLIENT's requirements for the project, including project objectives/constraints, space, capacity, and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all standards which the CLIENT will require in the work products; (b) Assist CONSULTANT by placing at his disposal all available information pertinent to the project; (c) Acquire all real estate interests and provide right-of-entry to all property necessary to perform this project; (d) Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals and other documents presented by the CONSULTANT to the CLIENT, and promptly render in writing the decisions pertaining thereto within a period mutually agreed upon; (e) Designate in writing a person to act as the CLIENT's representative with respect to the services rendered under this AGREEMENT. Such person shall have complete authority to transmit instructions, receive information, interpret and define the CLIENT's policies and decisions with respect to materials, equipment, elements and systems pertinent to the CONSULTANT's services and to bind CLIENT with respect to these items; (f) Give prompt written notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any development that affects the satisfactory completion of the project; (g) Furnish all required approvals and permits from all governmental authorities having jurisdiction over the project, and such approvals and consents from others as may be necessary for completion of the project, except as specifically excluded herein; and (h) Bear all costs incident to compliance with the requirements of item 22.
23. **GOVERNING LAW.** This AGREEMENT shall be governed in all respects by the laws of the State of Florida.





Exhibit A

Transfer Station/Recycling Convenience Center West Nassau Landfill Callahan, Florida

Scope of Services

Project Understanding. This project will provide services to assist Nassau County with the planning and development of a Transfer Station/Recycling Convenience Center at the West Nassau Landfill located in Callahan, Florida. This landfill currently accepts approximately 150 tons per day of municipal solid waste (MSW) for disposal. Based on documents prepared by the CONSULTANT, the County will solicit a design-build contractor to prepare final construction plans and construct this manned convenience center. It is the intent of the County that this convenience center be a first class facility. The County also intends that the new Convenience Center to be available for initial operations by September 30, 2009. The CONSULTANT's services include assistance with facility planning, preparation of conceptual plans suitable for solicitation of a design-build contractor, and bidding assistance, as further described in detail below.

Task 1 – Conceptual Planning. The CONSULTANT will

- a. Prepare a sketch of the layout for the new convenience center on existing County Landfill property, using existing topographic information supplied by the County GIS department.
- b. Identify traffic flow patterns, anticipated vehicle types, and traffic
- c. Prepare a narrative operations plan outlining routine facility operations, including
 1. waste types accepted and prohibited,
 2. waste volume recording and recordkeeping,
 3. facility inspections,
 4. traffic flow and
 5. container handling.
- d. Prepare a conceptual facility plan that addresses
 1. paved access roads
 2. vehicle parking, loading and unloading spaces and aisles, turning radii, and emergency access
 3. separate access lanes for hauling away material by vendor's truck / trailers.
 4. containers for all recyclable products, construction debris, and household waste.
 5. a covered area for containers
 6. site fencing and security,
- e. Prepare a preliminary estimate of probable construction costs for convenience center
- f. Review the operations narrative, the conceptual facilities plan, and cost estimate with County to receive feedback, decisions, and direction for preparation of design-build documents

Task 2 – Design Build Documents. The CONSULTANT will

- a. Prepare drawings and specifications signed and sealed by a design criteria professional suitable for the County to solicit competitive bids for the design - build construction of the convenience center, including





1. a general site plan and geometric layout
 2. conceptual on-site grading,
 3. convenience center shelter plans, elevations, and sections
 4. interior layout of the convenience center
 5. criteria for asphalt and concrete pavements
 6. erosion and sediment control
 7. conceptual utility plans
 8. a storm water plan
 9. technical specifications, including any special materials that may require a significant lead time to acquire.
 10. Bidding documents
- b. Update the estimate of probable construction costs
 - c. Prepare a report and calculations to address run-off from the new impervious surface areas and submit for permit to SJRWMD.
 - d. Meet with the County to
 1. review design documents and updated cost estimate
 2. address revisions in response to County comments.

Task 3 – Bidding Assistance. The CONSULTANT will

- a. Assist the County with advertising for design-build services.
- b. Respond to written inquiries from prospective bidders.
- c. Prepare and issue addenda, as directed.
- d. Prepare a tabulation of the bids received.
- e. Review the apparent low bidder’s submittal for responsiveness.
- f. Prepare a recommendation of award
- g. Conform the design-build documents for the project, incorporating
 1. addenda
 2. information submitted by the awarded contractor.

Project Schedule. The CONSULTANT will

- a. commence with the contract document preparation within 5 days of receipt of Notice to Proceed.
- b. proceed in accordance with the following anticipated schedule:

<u>Date /Milestone</u>	<u>Task</u>
May 11	Authorization to proceed
May 26	Complete Concept Plan
June 10	Complete design-build documents
June 17	Advertise for proposals
July 2	Receive proposals
July 6	Evaluate, Score and Rank Proposals
July 8	Award
July 14	Complete Contract Negotiations
July 15	Contract Execution
Aug 3	DB contractor complete final design
Aug 4	Construction starts
Sept 30	Construction complete





Project Understandings, Assumptions, and Exclusions. The following are integral to the scope of services described above.

- a. Project understandings include those stated above.
- b. The project will be bid once.
- c. The project will proceed in general conformance with the schedule provided above.
- d. This schedule is dependent on several factors beyond the control of the CONSULTANT, including, but not limited to, authorization to proceed by April 15, 2009, County bidding and contracting procedures, availability and delivery of critical construction items, SJRWMD reviews times, DB contractor capabilities and efficiency, and weather.
- e. It is estimated the construction work can be completed within ten (10) weeks.
- f. It is anticipated that a simple detention pond will be adequate for stormwater management.
- g. Fees for provision of construction phases services may be submitted to the CLIENT, if and as desired, during or immediately after the bidding assistance phase.
- h. Exclusions: The following services are not included, but if desired or directed, may be provided with suitable adjustment to the CONSULTANT's compensation.
 1. financial analysis for determining waste disposal charge rates (tipping fees)
 2. geotechnical exploration or analysis
 3. wetlands delineations, permitting, or mitigation
 4. topographic or boundary surveys
 5. FDOT permitting
 6. services during construction.





Exhibit B

**Transfer Station/Recycling Convenience Center
West Nassau Landfill
Callahan, Florida**

Compensation

For the services described in Exhibit A, the CLIENT agrees to pay and the CONSULTANT agrees to accept the lump sum amount of \$24,900, further delineated as

Conceptual Planning	\$ 7,300
Design Build Documents	\$13,800
Bidding Assistance	\$ 3,800

which sum constitutes compensation for all of the CONSULTANT's salary costs, general and administrative overhead, direct project expenses, and profit. The CLIENT agrees to pay the CONSULTANT monthly based on the estimated percentage of total work completed through the billing period as certified by the CONSULTANT.

Services requested by the CLIENT beyond those described in ITEM A will be considered to be additional services, for which the CLIENT agrees to pay the CONSULTANT monthly, for work completed, on the basis of the standard hourly billing rates in effect when services are provided by the CONSULTANT's employees of various labor grades, currently, as below. In such cases, direct project expenses are also reimbursable at cost.

July 2008 thru 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



January 20, 2009

James J. Wallace, Office Manager
Jordan, Jones and Goulding, Inc.
841 Prudential Drive
Suite 1330
Jacksonville, FL 32207

*Original
- Certified Mailed 5/1/09*

RE: Professional Services Agreement for engineering Design Services for the
Rehabilitation of Tanks at the West Nassau Landfill

Dear Mr. Wallace:

During a regular session of the Nassau County Board of County Commissioners held January 14, 2009, the Board approved and authorized the Chairman to sign the referenced agreement. I have enclosed an original agreement for your records.

If I can be of any service to you, please do not hesitate to let me know.

Sincerely,

John A. Crawford
Ex-Officio Clerk

enclosure