

Clay County Agreement/Contract No. 2022/2023 – _____

**AGREEMENT FOR CONTINUING GENERAL ARCHITECTURAL/ENGINEERING
CONSULTING SERVICES FOR PARKS AND RECREATION**

This Agreement for Continuing General Architectural/Engineering Consulting Services for Parks and Recreation (“Agreement”) is made and entered into as of the ____ day of November, 2022 (“Effective Date”) between Chen Moore and Associates, Inc., a Florida Profit Corporation (“Consultant”) and Clay County, a political subdivision of the State of Florida (the “County”).

RECITALS

WHEREAS, Clay County is one of the fastest growing counties in the State of Florida and is made up of four municipalities (City of Green Cove Springs, City of Keystone Heights, Town of Orange Park, and Town of Penney Farms) and various neighborhoods, including Middleburg, Fleming Island, and Oakleaf; and

WHEREAS, the County’s Parks and Recreation Department’s inventory includes, but is not limited to 45 Park Locations which consists of Neighborhood Parks, Community Parks, Regional Parks and Boat Ramps as identified in the map attached to the RFQ along with FEMA mitigation properties; and

WHEREAS, the County has acquired and/or is in the process of acquiring land to develop new Parks including facilities; and

WHEREAS, the County issued a Request for Qualifications, RFQ No. 21/22-47 (“RFQ”) to solicit and engage multiple licensed and qualified consulting firms to provide continuing general architectural/engineering consulting services for a variety of projects for the County’s Parks and Recreation Department covering all aspects of project design, planning, and consulting for existing and future County Parks and Parks and Recreation Facilities; and

WHEREAS, the Consultant responded to the RFQ with a proposal to offer the requested services (“Consultant’s Response”); and

WHEREAS, the County evaluated and ranked the qualifications submitted in accordance with Section 287.055, Florida Statutes, and the County awarded the RFQ to the Consultant as one of four selected consultants based on the Consultant’s Response and approved ranking; and

WHEREAS, the Consultant is licensed and qualified to provide professional services in architectural, engineering and design; and

WHEREAS, the parties hereby acknowledge and expressly agree that the terms and conditions of the RFQ and the Consultant’s Response apply to this Agreement and are incorporated herein by reference; and

WHEREAS, the Consultant desires to provide and perform the services as requested and assigned by the County in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

SECTION 1. PROJECTS

1.1. Projects shall be assigned by the County to the Consultant on an as needed and as requested basis as set forth in Section 2 during the term of this Agreement and shall consist of a variety of projects, including, but not limited to, studies, master planning, design, plan updates, drainage improvements, and preparation and distribution of Bid/contract documents related to existing and/or future County Parks and Parks and Recreation Facilities. The Services shall include, but are not limited to, architectural, engineering, design, environmental, planning, and consulting services and will vary from project to project.

1.2. For purposes of this Agreement, the County Representative will be Howard Wanamaker, County Manager, and the Project Manager will be Justin Pierce, Director of Parks and Recreation.

SECTION 2. SCOPE OF SERVICES

2.1. When Services are needed by the County for a particular Project, the County will request Services from the Consultant. The Consultant shall develop and provide to the Project Manager for review and approval a Scope of Services that includes a time schedule for the Project along with a Fee Summary for the Services to be performed by the Consultant and any subconsultants and a Lump Sum or Not-to-Exceed amount for the Project based on the Schedule of Hourly Rates attached hereto as **Attachment 1** and incorporated herein by reference. If the Scope of Services, Fee Summary, and Lump Sum or Not-to-Exceed amount for the Project are mutually agreeable, the County will prepare a Work Order for the particular Project. A Project is not officially assigned to the Consultant and the Consultant shall not commence Services on any Project under this Agreement until a Work Order is executed by the County Manager and the Consultant and the County issues a Purchase Order/Notice to Proceed to the Consultant for the assigned Project. The fully executed Work Order shall become a part of this Agreement.

2.2. The Consultant shall perform all Services for each assigned Project in accordance with the RFQ Scope of Services attached hereto as **Attachment 2** and incorporated herein by reference, the Scope of Services developed by the Consultant for each assigned Project, and the Work Order issued by the County for the assigned Project in the general form attached hereto as **Attachment 3** (the "Services").

2.3. In performing the Services, the Consultant will provide all professional, technical, clerical, subconsultant, subcontracting, and other services necessary to completely perform the Services for each assigned Project. The Consultant will function as an extension or augmentation of the County's staff by providing qualified technical and professional personnel to perform the duties

and responsibilities, when specifically assigned by authorized County staff under the terms of the Agreement, in a quality, timely and expeditious manner.

2.4. Once a Project is assigned to the Consultant, the Consultant shall meet with the Project Manager as arranged by the Project Manager to review the status of the Services, the progress of the assigned Project, upcoming critical activities, and overall performance. In addition to the meetings, the Consultant must also provide to the Project Manager thorough and accurate monthly progress reports detailing the status of the assigned Project and overall progress, identifying forecasted Services to be performed, and timeframe of the Services.

2.5. The Consultant shall perform the Services using the degree of care and skill ordinarily exercised by like professionals performing the same services under the same conditions in the same geographic area and in compliance with all applicable laws (“Standard of Care”). The Consultant shall be responsible for the quality, technical accuracy, completeness, and coordination of all designs, drawings, specifications and other services furnished by the Consultant and its subconsultants and/or vendors under this Agreement.

2.6. In entering into this Agreement, the Consultant represents that it now has or will secure all personnel required to perform all Services under this Agreement. The Consultant shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Services pursuant to the requirements of this Agreement. The Consultant shall ensure that the personnel assigned to perform the Services shall comply with the terms of this Agreement, have current licenses and permits required to perform the Services, and are fully qualified and capable to perform their assigned tasks. The Consultant shall submit in writing to the Project Manager the names of key personnel proposed for assignment to the assigned Project.

2.7. In performance of the Services, the Consultant is bound by and shall comply with all applicable federal, state, and local laws and regulations. Additionally, the Consultant is bound by and shall comply with all applicable administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, including, but not limited to, those of the Florida Department of Transportation (FDOT), St. Johns River Water Management District, Florida Department of Environmental Protection, Florida Department of Health, and Florida Fish and Wildlife Conservation Commission. Any express reference in this Agreement to a particular statute, rule, standard, or regulation in no way implies that no other statute, rule, standard or regulation applies. Any violation of these laws, rules, standards, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Consultant as outlined herein.

2.8. The County, by virtue of this Agreement, gives the Consultant no guarantee of any services or any specific amount of services or Work Orders that may be issued or assigned during the term of this Agreement.

2.9. The Services will be provided by the Consultant on a non-exclusive basis. The County reserves the right to add to, substitute or delete from time-to time, depending on the County’s actual project workload and schedules, and to make project assignments based solely on its

judgment as to which consultant, if any, is the best most qualified consultant to provide the desired services for a specific project or portion of a project. In making project assignments, the County may consider the consultants' capabilities and resources, record in providing qualified and experienced personnel, expertise of the personnel to be provided, record of providing services in a timely manner, and the performance of the consultants and their personnel on County projects.

2.10. A performance evaluation of the Consultant will be conducted periodically by the County and at the completion of each assigned Project.

SECTION 3. ADDITIONAL SERVICES AND FEES

3.1. If the County identifies or the Consultant recommends any additional services to be provided by the Consultant that are not covered under the Agreement but are beneficial to the County or assigned Project, such additional services, including scope, timing, and fees of any additional services must be mutually agreeable between the County and the Consultant and authorized in writing by the County.

SECTION 4. TERM AND TIMELY PERFORMANCE

4.1. The term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of two (2) years from this date, unless otherwise terminated as provided herein. The County has the sole option to renew the Agreement for two (2) additional one (1) year periods if it is deemed to be in the County's best interest to do so ("renewal term").

4.2. The parties hereto mutually understand and agree that time is of the essence in the performance and completion of the Services associated with an assigned Project. The Consultant agrees to timely perform all necessary Services to complete an assigned Project in accordance with this Agreement, the Work Order for the assigned Project, and the Purchase Order/Notice to Proceed issued for the Work Order.

SECTION 5. SUBCONSULTANTS

5.1. The Consultant shall obtain prior written authorization from the County for the utilization of any subconsultants in connection with the Services to be performed under this Agreement. Such written authorization may be obtained from the Project Manager on behalf of the County and shall not be unreasonably withheld.

5.2. Any subconsultant utilized by the Consultant shall be supervised and compensated by the Consultant.

5.3. The Consultant shall be fully responsible to the County for the (i) acts and omissions (ii) satisfactory performance and (iii) timeliness of Services of its subconsultants and of persons directly or indirectly employed by them.

5.4. The Consultant shall cause appropriate provisions under this Agreement to be inserted in all subconsultant agreements relative to the Services giving the Consultant the same powers that the County may exercise over the Consultant under any provision of this Agreement.

5.5. Nothing in the Agreement shall be construed as providing any subconsultant with any rights or remedies against the County or any of its employees, principals, officers, or agents for nonpayment or otherwise.

SECTION 6. PAYMENT FOR SERVICES

6.1. Payments will be made by the County to the Consultant for all Services actually, timely and satisfactorily rendered for an assigned Project on a Lump Sum or Not-to-Exceed basis in accordance with the Work Order for the assigned Project upon presentation of an Invoice submitted to the County on a monthly basis in accordance with Section 7. The mutually agreed upon Lump Sum or Not-to-Exceed amount for each assigned Project will be based on the hourly rates located in **Attachment 1**.

6.2. The hourly rates in **Attachment 1** includes the Services performed by the Consultant and its subconsultants, travel, overtime, man-hours, materials, equipment, supplies, labor, overhead, profit, and all other costs, expenses and reimbursables associated with the Consultant's performance of the Services associated with each assigned Project.

6.3. No increases in the hourly rates reflected in **Attachment 1** are permitted during the initial two year term. Thereafter, the Consultant may request an adjustment to the hourly rates by providing written notice to the Project Manager no later than sixty (60) days prior to the end of the initial term and any renewal term thereafter. The written notice must identify the requested adjustment(s) to the hourly rates and the reasons for the adjustment(s). The County and the Consultant may then enter into negotiations to address the requested adjustments. If the Consultant fails to timely provide written notice along with supporting documentation for the adjustment and/or the County determines that the requested adjustment is excessive, the County may refuse to accept the requested adjustment and may refuse to enter into a renewal term. Any agreed to adjustment(s) to the hourly rates during a renewal term shall be made a part of this Agreement by a written amendment.

SECTION 7. PAYMENT PROCEDURES

7.1. As used in this Section, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Consultant under the Agreement; and the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent. Invoices shall be submitted to Clay County Comptroller's office ("Paying Agent") by Email at invoices@clayclerk.com or U.S. Mail at Clay County BOCC PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable. All payments will be governed by the Local Government Prompt Payment Act, which provides that payments will be made not later than 45 days from receipt of proper invoice.

7.2. The Consultant shall submit an Invoice to the Paying Agent no more than once per month based on the amount of Services done or completed for an assigned Project. The amount of the monthly payment shall be the total value of the Services rendered for an assigned Project to the date of the Invoice, in accordance with the allocations and Lump Sum or Not-to-Exceed amount set forth in the Work Order for the assigned Project based on the hourly rates in **Attachment 1**, less requests previously submitted and payments made.

7.3. Invoices shall be signed by the Consultant and must include the following information and items:

- 1) The Consultant's name, address and phone number, including payment remittance address.
- 2) The Invoice number and date.
- 3) Reference to the Agreement by its title and number as designated by the County and Purchase Order and/or Work Order number.
- 4) The total amount of payment requested for the assigned Project, the Lump Sum or Not-to-Exceed amount for the assigned Project, the total amount previously requested, and the total amount paid to date.
- 5) Supporting documentation necessary to satisfy auditing requirements (both pre-audits and post-audits), for cost and Services completion.
- 6) The Consultant must provide any additional documents, records, updates, or information as needed to support or document the Invoice as may be requested by the County.

7.4. Upon receipt of an Invoice submitted under this paragraph, the Paying Agent and/or Project Manager shall review the Invoice and may also review the Services as delivered, installed, performed or to be performed to determine whether the quantity and quality of the Services is as represented in the Invoice and is as required by this Agreement. If the Paying Agent and/or Project Manager determine that the Invoice does not conform with the applicable requirements of this Agreement or that the Services within the scope of the Invoice has not been properly delivered, installed, performed or to be performed in full accordance with this Agreement, the Paying Agent and/or Project Manager shall notify the Consultant that the Invoice is improper and indicate what corrective action on the part of the Consultant is needed to make the Invoice proper.

7.5. By the submittal of an Invoice hereunder, the Consultant shall have been deemed to have warranted to the County that all Services for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Consultant or any other person or entity for failure to make payment.

7.6. The parties will attempt to settle any payment dispute arising under this Section through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-

level managers of the parties, if necessary. If the dispute remains unresolved within 30 calendar days following the Submittal Date, then the Project Manager shall schedule a meeting with the County Manager between the Consultant's representative and the Project Manager, to be held no later 45 calendar days following the Submittal Date, and shall provide written notice to the Consultant regarding the date, time and place of the meeting no less than 7 calendar days prior thereto. At the meeting, the Consultant's representative and the Project Manager shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 60 calendar days following the Submittal Date, and serve copies thereof on the Consultant's representative and the Project Manager.

7.7. To the extent not otherwise expressly provided in the Agreement, any work or services performed under a subconsultant agreement for which the County has agreed to reimburse the Consultant shall not be marked-up, but shall be payable by the County only in the exact amount reasonably incurred by the Consultant. No other work or services performed under a subconsultant agreement shall be reimbursed.

7.8. Prior to submitting an Invoice, the Consultant shall certify that all subconsultants and suppliers having any interest or performing any of the Services in relation to the assigned Project have received their pro rata share of previous periodic payments to the Consultant for all Services completed and materials supplied. This certification shall be in the form designated by the County. The Consultant shall within 10 days of receipt of progress payments pay all subconsultants and suppliers performing any of the Services or supplying any of the materials with respect to the assigned Project their pro rata shares of the payment for all Services completed and materials supplied. The term "subconsultant", as used herein, shall mean a person(s) or firm(s) that enters into a subconsultant agreement with the Consultant for the performance of any part of the Agreement and also includes persons or firms supplying materials or equipment incorporated into the Services of the Project for which partial payment has been made by the County and work done under equipment rental contracts.

7.9. Final Payment for an assigned Project. Subsequent to completion of the Services for an assigned Project and prior to final payment for that assigned Project, final accounting of the total amount of all payments shall be provided by the Consultant in the form of a detailed cost report showing Invoice number and date of Invoice for all costs as is maintained by the Consultant in its accounting system. Utilizing the final accounting of costs and the Consultant's records as needed, the County shall, within a reasonable time, conduct a review of all costs presented. The amount of final payment for an assigned Project is to be made subject to the County agreeing with the final accounting of cost and payment of Services of the Consultant. It is agreed and understood that the acceptance of the final payment for an assigned Project by the Consultant shall be considered as a release in full of all claims against the County or any of its officers, principals, employees, members or agents arising out of, or by reason of, Services done or material furnished for an assigned Project under this Agreement. It is further agreed and understood that final payment is not due and payable and the County shall not be obligated to remit final payment for an assigned Project under the Agreement until the Consultant has provided a proper final accounting and any release or waiver of liens and claims or equivalent proof of payments to subconsultants and suppliers.

SECTION 8. CHANGE ORDERS

8.1. Change Orders shall be used when necessary to clarify the Services; to provide for a change in the Services; to provide for an adjustment to the amounts set forth in a Work Order; to provide for a time extension; to settle contract claims; to provide for unforeseen circumstances, and to make the assigned Project functionally operational in accordance with the intent of the Agreement. Prior to requesting approval of a Change Order, the Contractor shall review the costs of any proposals and negotiate in good faith with any affected subcontractors in order to advise the County of the validity and reasonableness of such Change Order request. No work or services covered by a Change Order shall be performed before the County approves the Change Order. The Change Order shall set forth the prices or amount to be agreed upon and/or the amount of time to be granted for an extension and any other pertinent information. No payment shall be made on a Change Order request prior to the County's executed approval of the Change Order. In addition, the County shall make no payment for any unauthorized work or services. If authorization is not previously given, the Contractor hereby agrees to waive the claim for such extra compensation. However, such notice or accounting shall not in any way be construed as proving the validity of the claim.

8.2. Change Orders must set forth the basis for the change or requested adjustment supported by sufficient substantiating data to permit evaluation by the County. Additionally, if a Change Order requests a time extension, the Change Order must set forth the circumstances justifying a time extension supported by sufficient substantiating data to permit evaluation by the County. Change Orders shall not be used for time extensions requested by the Contractor under circumstances or conditions attributable to the Contractor.

SECTION 9. INSURANCE

9.1. The Consultant shall maintain throughout the term of this Agreement and completion of any Work Orders and during any renewal or extension term(s) of this Agreement or as required herein insurance of the following types and with such terms and limits:

Insurance Type	Limits
Commercial General Liability (including premises operations, and contractual liability)	\$1,000,000 General Aggregate \$1,000,000 Products/Comp.Ops.Agg. \$1,000,000 Personal/Advertising Injury \$1,000,000 Each Occurrence \$ 50,000 Damage to Rented Premises \$ 5,000 Medical Expenses (any one person)
Automobile Liability (all automobiles-owned, hired or non-owned)	\$1,000,000 Combined Single Limit with bodily injury/property damage, with minimum limits for all additional coverages
Workers Compensation Employers Liability	Statutory limits \$100,000 Each Accident

\$500,000 Disease Policy
\$100,000 Disease-Each Employee

Professional Liability

\$1,000,000 (with continuous coverage in place for 3 years after the Agreement ends and the Services associated with the last Work Order issued under this Agreement is completed)

9.2. Providing and maintaining adequate insurance coverage is a material obligation of the Consultant. Prior to performance of the Services, the Consultant must deliver certificates of insurance for the required insurance coverage to the County's Purchasing Department. The certificates of insurance for the required coverages, other than workers compensation, employers liability, and professional liability, shall add **"Clay County, a political subdivision of the State of Florida; and The Board of County Commissioners, Clay County, Florida, its employees, boards and commissions, as their interests may appear"** as **"Additional Insured."** The Consultant must provide confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement or any Work Order. Consultant shall provide thirty (30) day prior written notification to the County's Purchasing Department in the event coverage is cancelled, modified, or non-renewed. If any required insurance coverage is cancelled, terminated or revoked, the Consultant shall immediately suspend its operations until replacement insurance is obtained and verified.

SECTION 10. INDEMNIFICATION; SOVEREIGN IMMUNITY

10.1. To the fullest extent permitted by law and in accordance with Section 725.08, Florida Statutes, the Consultant shall indemnify and hold harmless the County, including its officers and directors from any and all 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 Consultant or other persons employed or utilized by Consultant in the performance of the Agreement. Notwithstanding anything to the contrary in this Agreement, in no event shall either party be liable to the other party for any indirect or consequential damages.

10.2. No negligence shall be attributed to Consultant based on any acts or omissions of County's contractors or other consultants.

10.3. The County does not agree to and shall not indemnify the Consultant or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections.

10.4. No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any damage suffered as a result of any act, event, or failure to act.

10.5. PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

10.6. The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 11. DEFAULT AND TERMINATION

11.1. Default. If the Consultant fails to satisfactorily perform any provision of this Agreement or Work Order, fails to make progress so as to endanger performance under the terms and conditions of the Agreement, fails to perform on time, provides false or inaccurate information, fails to comply with the terms, conditions, and obligations of this Agreement or Work Order or as directed by the Project Manager, fails to comply with applicable rules, laws and regulations; or whenever the Consultant ceases operation, dissolves its corporation, or otherwise no longer provides the required Services under the terms of this Agreement, the County may consider the Consultant to be in default and may assert a default claim by giving the Consultant a written Notice of Default. Except for a default by the Consultant for failing to comply with applicable laws, rules, and regulations, which must be cured immediately, the Consultant shall have ten (10) days after receipt of the Notice of Default to either cure the default or, if the default is not curable within ten (10) days, provide a written cure plan to the County describing how and when the default will be cured. The Consultant will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan. If the County does not approve the cure plan, then the County may terminate this Agreement for cause.

11.2. Termination for Cause. Upon the failure or inability of the Consultant to cure the default as provided above, unless otherwise agreed in writing, the County may terminate this Agreement, in whole or in part, for cause immediately upon written Notice of Termination by the County Representative and/or Project Manager to the Consultant. In the event the County terminates the Agreement, in whole or in part, because of default by Consultant, the County may procure goods and/or services similar to those terminated, and the Consultant shall be liable for any excess costs incurred due to this action. If it is determined that the Consultant was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of the Consultant), the rights and obligations of the parties shall be those as provided in the Section for Termination for Convenience.

11.3. Termination for Convenience. The County may whenever the interests of the County so require, terminate the Agreement, in whole or in part, for the convenience of the County. The County Representative and/or Project Manager shall give thirty (30) days prior written Notice of Termination to the Consultant, specifying when the termination is to become effective. In the event of any such termination, the Consultant shall be paid by the County for all Services actually and timely rendered up to receipt of the notice of termination, and thereafter until the date of termination, the Consultant shall be paid only for such Services as are specifically authorized in writing by the County.

11.4. Unless directed differently in the Notice of Termination, the Consultant, shall incur no further obligations in connection with the terminated services, and shall stop services to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the Consultant shall terminate outstanding orders and/or subconsultant agreements related to the terminated services and shall transfer all services/work in progress, completed work, and other materials related to the terminated work to the County. The Consultant must also deliver to the County all documents, including, but not limited to, plans, studies, reports, notes, records, data, summaries, files, and such other information and materials as may have been accumulated by the Consultant and/or prepared on behalf of the County in relation to this Agreement, whether completed or in progress.

11.5. Termination of this Agreement or a portion hereof under the provisions incorporated herein shall not relieve the Consultant of its responsibilities for the completed portion or concerning any just claims arising out of the Services performed.

11.6. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a "Force Majeure". For purposes of this Agreement, the term "Force Majeure" means any cause, action or agency delaying or preventing the performance of a party's obligation(s) under this Agreement which is beyond the reasonable control or foreseeability of such party including, but not limited to, natural disasters, wars, power failures, fires, floods, explosion, internet outages and other acts of God. Upon notice of a Force Majeure event, the party whose performance under this Agreement is affected thereby shall: (i) promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and (ii) use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party.

SECTION 12. REMEDIES

12.1. The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

SECTION 13. AUTHORITY TO SUSPEND SERVICES

13.1. The County Representative and/or Project Manager shall have the authority to suspend the Services, wholly or in part, for such period or periods as may be deemed necessary, due to unsuitable weather, other conditions which are considered unfavorable for the prosecution of the Services, or due to circumstances related to an assigned Project. Should the County be prevented or enjoined from proceeding with the Services either before or after the start of the assigned Project by reason of any litigation or other reason beyond the control of the County, the Consultant shall not be entitled to make or assert a claim for damage by reason of said delay, but time for completion of the assigned Project will be extended to such reasonable time as the County may determine and will be set forth in writing. In the event of any such suspension, the Consultant shall be paid for all Services actually and timely rendered up to the date of suspension and for all

Services so rendered after cessation of the suspension and resumption of the Services. In no event shall the County be liable to the Consultant whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

SECTION 14. DOCUMENT OWNERSHIP AND USE

14.1. All documents, including, but not limited to, notes, files, evaluations, reports, studies, data, drawings, plans, maps, and other records and data relating to this Agreement (other than working papers) specifically prepared or developed by the Consultant under this Agreement shall be the property of the Consultant until the Consultant has been paid for providing and performing the Services required to produce such documents whereupon they shall become the sole property of the County. Upon completion of this Agreement and/or an assigned Project, to the extent requested, all of the documents shall be delivered by the Consultant to the County within seven (7) days of the County making a request.

14.2. The Consultant shall not, and agrees not to, use any of these documents, data and information contained therein on any other project or for any other client without prior written permission of the County. Any use by the County of the documents, data and information contained therein, obtained by the County under the provisions of the Agreement for any purpose not within the scope of the Agreement shall be at the sole risk of the County, for which the Consultant shall not be liable.

SECTION 15. AUDIT OF CONSULTANT'S RECORDS

15.1. All records, expenditures, and payments under this Agreement are subject to examination and/or audit by the County. The Consultant and any of its subconsultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred in the performance of the Services, and the Consultant must make the records available upon request.

15.2. All records connected with this Agreement must be retained for a period of at least five (5) years following the date of final payment and close-out of all pending matters. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.

15.3. Failure of the Consultant or any of its subconsultants to comply with these requirements may result in disqualification or suspension from quoting and bidding on future projects/contracts or disapproval as a subcontractor at the option of the County.

15.4. The Consultant must require that each of its subconsultants will provide access to the subconsultant's records pertaining to the Service upon request by the County.

15.5. The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 16. ACCURACY OF SERVICES

16.1. The Consultant shall be responsible for the accuracy of its Services, including Services by any subconsultants, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Consultant or subconsultants without additional compensation. Acceptance of the Services by the County shall not relieve the Consultant of the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

16.2. Following completion of Services, if the Services provided hereunder do not conform to the foregoing standards and the same is reported to Consultant by County in writing promptly after recognition thereof, Consultant shall, at no cost to County, furnish all remedial design or consulting services required in connection therewith as soon as reasonably possible after receipt of such report from County.

16.3. At any time during the construction of an assigned Project, the Consultant shall confer with the County for the purpose of interpreting the information furnished and/or to correct any errors and/or omissions made by the Consultant. The Consultant shall prepare all data to correct its errors and/or omissions without added compensation, even though final payment may have been received therefor.

SECTION 17. PUBLIC RECORDS

17.1. The Consultant acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Consultant acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Consultant covenants to comply with the Public Records Laws, and in particular to:

- a. Keep and maintain public records required by the County to perform the Services required under the Agreement;
- b. Upon request from 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;
- c. 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 Agreement term and following completion of the Agreement if the Consultant does not transfer the records to the County; and,
- d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the Services. If the Consultant transfers all public records to the County upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant 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.

17.2. The Consultant's failure to comply with the requirements of this Section shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Consultant.

17.3. The Consultant acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Consultant, require as follows:

- a. A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Consultant of the request, and the Consultant must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
- b. If the Consultant does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.
- c. If the Consultant fails to provide the public records to the County within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

SECTION 18. TAXES

18.1. In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of this Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

SECTION 19. APPROPRIATED FUNDS

19.1. The Consultant acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

SECTION 20. SCRUTINIZED COMPANIES CERTIFICATION

20.1. In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that the Consultant is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating this Agreement if the Consultant is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

SECTION 21. NOTICE

21.1. All notices given under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered by hand, (b) two days after having been delivered to Federal Express, UPS, Airborne or another recognized overnight courier or delivery service, or (c) five days after having been deposited into the United States mail, by registered or certified mail, return receipt requested, postage prepaid, to the respective parties at their respective addresses set forth below:

If to Consultant:

Chen Moore and Associates, Inc.
500 W. Cypress Creek Road, Suite 630
Fort Lauderdale, FL 33309
Attention: Peter Moore

Copy to: Jennifer Smith
3970 Hendricks Avenue
Jacksonville, FL 32207

If to County:

Clay County
P.O. Box 1366
477 Houston Street
Green Cove Springs, FL 32043
Attention: Howard Wanamaker, County
Manager
Copy to: Justin Pierce

SECTION 22. PROHIBITION AGAINST CONTINGENT FEES

22.1. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee or subcontractor working solely for the Consultant, 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 Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Section, the County shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the total not to exceed amount, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 23. TRUTH-IN-NEGOTIATION CERTIFICATE

23.1. The Consultant understands and agrees that execution of this Agreement by the Consultant shall be deemed to be simultaneous execution of a Truth-in-Negotiation Certification to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 287.055, Florida Statutes. In compliance with Section 287.055(5)(a), Florida Statutes, the Consultant hereby states that the wage rates and other factual unit costs supporting the compensation for the Services hereunder are accurate, complete and current at the time of negotiating and entering into this Agreement. Further, the Consultant agrees that the compensation specified herein and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the compensation was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement.

SECTION 24. NON-DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT

24.1. The Consultant agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

24.2. The Consultant represents that it has adopted and shall maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex color, national origin, age or handicap, in all areas of employee relations, throughout the term of this Agreement.

SECTION 25. SUSPENSION AND DEBARMENT

25.1. By execution of this Agreement, the Consultant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

SECTION 26. PUBLIC ENTITIES CRIMES/CONVICTED VENDOR LIST

26.1. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

26.2. By signing this Agreement, the Consultant represents that the execution of this Agreement

will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.

26.3. In addition to the foregoing, the Consultant further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether the Consultant has been placed on the convicted vendor list.

26.4. The Consultant will promptly notify the County if it or any subconsultant of the Consultant is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

SECTION 27. INDEPENDENT CONTRACTOR

27.1. Nothing herein shall constitute or be construed to create or suggest any type or kind of employment, partnership, joint venture, or other legal relationship, express or otherwise, between the parties. The Consultant is an independent contractor and is not an employee, agent, joint-venture, or partner of the County.

SECTION 28. NO ASSIGNMENT

28.1. The Consultant shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Consultant without such prior written consent shall be null and void. If the Consultant attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County as provided herein.

SECTION 29. NO THIRD-PARTY BENEFICIARIES

29.1. Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement or such documents against either party to this Agreement.

SECTION 30. AMENDMENT OR MODIFICATION OF AGREEMENT

30.1. The Agreement may only be modified or amended upon mutual written agreement of the County and the Consultant. No oral agreements or representation shall be valid or binding upon either party. Terms or conditions included in a Task Authorization, Invoice, or similar document that are inconsistent with the Agreement are not valid and shall not constitute a modification of the Agreement.

SECTION 31. FURTHER ASSURANCES

31.1. Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement. The Consultant further agrees to execute such documents as the County may reasonably require.

SECTION 32. GOVERNING LAW AND VENUE

32.1. The terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled exclusively in accordance with the laws of the State of Florida, that jurisdiction shall be limited to the courts of the State of Florida, and that venue shall lie exclusively in Clay County, Florida.

SECTION 33. ATTORNEYS' FEES

33.1. In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, costs, and expenses against the other party, including fees, costs, and expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 34. WAIVER

34.1. No waiver by the County of any breach of any provision of this Agreement by the Consultant shall constitute a waiver of any other breach of either the same provision or of any other provision by the Consultant. The failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof or any other provisions.

SECTION 35. SEVERABILITY

35.1. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

SECTION 36. HEADINGS

36.1. The headings contained in this Agreement are for reference purposes only and shall not be deemed to expand, limit or change any or all the provisions hereof.

SECTION 37. COUNTERPARTS

37.1. The Agreement may be executed in one or more counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

SECTION 38. ENTIRE AGREEMENT

38.1. This Agreement represents the entire agreement between the parties for the provision of the Services. No understanding, statement, representation, writing, agreement, course of conduct or course of action by the parties or the authorized representatives of the parties, which is not expressed in this Agreement shall be valid.

SECTION 39. ATTACHMENTS

39.1. All attachments to this Agreement are incorporated by reference as if set out fully herein:

- Attachment 1** Schedule of Hourly Rates
- Attachment 2** RFQ Scope of Services
- Attachment 3** Work Order Form

SECTION 40. AUTHORITY

40.1. The parties to this Agreement agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties to the Agreement represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

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

CHEN MOORE AND ASSOCIATES, INC.

By: _____

Print Name: _____

Print Title: _____

CLAY COUNTY, a political subdivision of the State of Florida

By: _____

Wayne Bolla
Its Chairman

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

ATTACHMENT 1
SCHEDULE OF HOURLY RATES



2022 Hourly Rate Schedule

<u>Labor Category</u>	<u>Hourly Rate</u>
President	\$440
Principal	\$350
Principal Engineer	\$235
Senior Engineer	\$205
Project Engineer	\$140
Associate Engineer	\$120
Engineer	\$110
Principal Landscape Architect	\$165
Senior Landscape Architect	\$140
Project Landscape Architect	\$125
Landscape Designer	\$110
Senior Environmental Scientist	\$150
Senior Designer	\$150
Designer	\$115
Senior Technician	\$105
Technician	\$90
Senior Construction Specialist	\$135
Construction Specialist	\$95
Administrative Staff	\$85
Intern	\$55

Hourly Rate Schedule

Principal	\$235
Funding Coordinator	\$145
Grants Administrator	\$95
Clerical	\$60



42 Masters Drive St. Augustine, FL 32084
Tel: 904.540.1786
www.carterenv.com

Carter Environmental Services, Inc.
2022 Rate Schedule

<u>Job Description</u>	<u>\$/Hour</u>
Principal	180
Senior Project Manager	145
Senior Scientist	115
Senior Draftsperson/GIS	115
Project Scientist III	100
Project Scientist I	85
Environmental Technician	65
Office Manager	65



R. DEAN SCOTT
ARCHITECT, INC.

RFQ NO. 21/22-47 - CLAY COUNTY
CONTINUING CONSULTING SERVICES - PARKS AND RECREATION

Prepared: November 1, 2022

Prepared by: Stacy Folkers, AIA

HOURLY RATES

Firm	Staff	Rate	Unit
RDSA	Principal Architect	\$200.00	hour
RDSA	Licensed Architect	\$125.00	hour
RDSA	Designer / CAD / BIM Tech	\$85.00	hour
RDSA	General Administration	\$50.00	hour

PROS CONSULTING RATE SHEET

2022

- Leon Younger, President \$195
- Principal \$175
- Associate Principal \$165
- Senior Project Manager \$145
- Project Manager \$125



Rate Schedule

Effective January 2022

SURVEY OFFICE PERSONNEL RATES:

Office/Department Manager	\$230.00	per hour
Senior Project Manager	\$200.00	per hour
Project Manager	\$175.00	per hour
Staff Surveyor	\$160.00	per hour
Phase Manager	\$150.00	per hour
Project Coordinator	\$125.00	per hour
Senior Office Technician	\$110.00	per hour
Office Technician	\$105.00	per hour
Project Specialist	\$90.00	per hour
Administration/Clerical Support	\$90.00	per hour

SURVEY FIELD CREW RATES:

Field Operations Manager	\$135.00	per hour
Field Coordinator/Supervisor	\$115.00	per hour
One (1) Person Survey Field Crew	\$110.00	per hour
Two (2) Person Survey Field Crew	\$165.00	per hour
Three (3) Person Survey Field Crew	\$220.00	per hour
Additional Rodperson or Flagperson	\$55.00	per hour

UTILITY ENGINEERING OFFICE PERSONNEL RATES:

Office/Department Manager	\$230.00	per hour
Senior Project Manager	\$200.00	per hour
Project Manager/Senior Engineer	\$175.00	per hour
Staff Engineer	\$175.00	per hour
Phase Manager	\$150.00	per hour
Senior Office Technician	\$110.00	per hour
Office Technician	\$105.00	per hour
Senior Utility Coordinator	\$180.00	per hour
Utility Coordinator	\$150.00	per hour
Project Specialist	\$90.00	per hour
Administration/Clerical Support	\$90.00	per hour

UTILITY ENGINEERING FIELD CREW RATES:

Field Operations Manager	\$160.00	per hour
Field Coordinator/Supervisor	\$115.00	per hour
Field Technician	\$100.00	per hour
One (1) Person SUE Designating Crew	\$105.00	per hour
Two (2) Person SUE Designating Crew	\$185.00	per hour
Three (3) Person SUE Designating Crew	\$250.00	per hour
Two (2) Person Vacuum Crew With One (1) Unit	\$277.50	per hour
Three (3) Person Vacuum Crew With One (1) Unit	\$342.50	per hour



FIBER ENGINEERING PERSONNEL RATES:

Office/Department Manager	\$230.00	per hour
Senior Project Manager	\$200.00	per hour
Project Manager	\$150.00	per hour
OSP Engineer III	\$120.00	per hour
OSP Engineer II	\$105.00	per hour
OSP Engineer I	\$95.00	per hour
Drafter	\$85.00	per hour
Project Specialist	\$90.00	per hour

FIBER ENGINEERING FIELD CREW RATES:

Fielder	\$95.00	per hour
OSP Inspector	\$95.00	per hour
Senior OSP Inspector	\$105.00	per hour

GEOSPATIAL OFFICE PERSONNEL RATES:

Director/Operations Manager	\$325.00	per hour
Senior Project Manager	\$240.00	per hour
Acquisition Manager	\$215.00	per hour
Project Manager	\$190.00	per hour
Aircraft Pilot	\$205.00	per hour
Two (2) Person UAS Geo Crew – Unmanned Pilot & Observer	\$215.00	per hour
Two (2) Person UAS Survey Crew – Unmanned Pilot & Observer	\$155.00	per hour
Three (3) Person UAS Crew – Unmanned Pilot & 2 Observers	\$350.00	per hour
Photogrammetrist/Project Lead/Sensor Operator (Tech 3)	\$130.00	per hour
Acquisition/Calibration/Aerial Triangulation Technician (Tech 2)	\$115.00	per hour
LiDAR/Photogrammetry/GIS Technician (Tech 1)	\$100.00	per hour
Project Specialist	\$90.00	per hour

GIS OFFICE PERSONNEL RATES:

Director/Operations Manager	\$185.00	per hour
Senior Project Manager	\$150.00	per hour
GIS Office Technician 1	\$70.00	per hour
GIS Office Technician 2	\$90.00	per hour
GIS Field Technician	\$80.00	per hour
IT Web Administrator	\$150.00	per hour
Programmer	\$125.00	per hour
Project Specialist	\$90.00	per hour
Office Administration	\$120.00	per hour



SURVEY EQUIPMENT RATES:

GPS Receiver	\$10.00	per hour
Robotic Total Station S-7	\$13.25	per hour
Robotic Total Station S-9	\$66.75	per hour
SX-10	\$35.00	per hour
Tier 1 HDS Scanner (BLK360 & Faro)	\$33.00	per hour
Tier 2 HDS Scanner (RTC360)	\$35.00	per hour
Tier 3 HDS Scanner (Leica P20, P40, P50)	\$312.00	per hour
Digital Level	\$4.00	per hour
UTV	\$18.00	per hour
Aluminum Boat	\$15.00	per hour
Echo Sounder – Remote Controlled Boat	\$25.00	per hour
Echo Sounder – Sonarmite	\$9.25	per hour
VM810 Survey	\$5.75	per hour
RD8000 Survey	\$11.50	per hour
IKE-IKE4	\$28.50	per hour
Tool Tracking Equipment (Hans Box & Traxall)	\$2.75	per hour
SPAR 300 Kit	\$5.00	per hour
Weather Station	\$6.00	per hour

UTILITY ENGINEERING EQUIPMENT RATES:

GPS Receiver	\$10.00	per hour
Robotic Total Station S-7	\$13.25	per hour
Robotic Total Station S-9	\$66.75	per hour
SX-10	\$35.00	per hour
Digital Level	\$4.00	per hour
UTV	\$18.00	per hour
SPAR 300 Kit	\$5.00	per hour
Vacuum Excavator Truck	\$92.00	per hour
Vacuum Excavator Towed	\$50.00	per hour
Vacuum Excavator (Canister)	\$4.00	per hour
Single Axle Trailer (Compressor/Generator-Towed) IR185	\$20.00	per hour
Magnetometer (EM-61)	\$88.40	per hour
SUE Equipment Package	\$7.00	per hour
Ground Penetrating Radar (GPR-Push Cart)	\$12.50	per hour
GPR Towed (Raptor Towed Array)	\$125.00	per hour
Confined Space Entry (CSE)	\$13.00	per hour
All Material Locator (AML PRO)	\$10.00	per hour

FIBER ENGINEERING EQUIPMENT RATES:

Fiber Engineering Equipment Package	\$13.50	per hour
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GEOSPATIAL EQUIPMENT RATES:

Riegl VQ 1560II	\$1,300.00 per hour
Riegl 480II or 780I	\$1,000.00 per hour
Mobile Mapping System, includes 360° Camera System (Equip. Only)	\$1,000.00 per hour
Mobile Mapping Equipment Stand-by Fee (Equip. Only)	\$200.00 per hour
HDS Laser Scanner	\$100.00 per hour
High Rail Equipped Vehicle	\$10.00 per hour
Weather Station	\$10.00 per hour
Oblique HD Camera System – Manned Aircraft	\$30.00 per hour
Video Camera System – Manned Aircraft	\$5.00 per hour
360° Camera System – Terrestrial Marine Stand Alone	\$100.00 per hour
Helicopter (Turbine Engine Powered)	\$1,450.00 per hour
Helicopter (Reciprocal Engine Powered)	\$850.00 per hour
Fixed Wing Twin Engine (Piston)	\$1,300.00 per hour
Fixed Wing Single Engine (Piston)	\$750.00 per hour
Fixed Wing Single Engine (Turbine)	\$1,400.00 per hour
UAS Autel Devon2 / Mavic / Phantom / Small Lift TIER 1	\$50.00 per hour
UAS Alta-X / Galaxy / SkyFront Heavy Lift with LiDAR TIER 3	\$300.00 per hour
UAS M600 Type Inspection Platform TIER 2	\$75.00 per hour
Handheld DSLR Camera	\$50.00 per hour
GPS Receiver (Unmanned)	\$10.00 per hour / \$100 per day
Geospatial Work Station	\$15.00 per hour

OTHER DIRECT RATES:

Lodging / Per Diem*	GSA
Mileage	\$0.80 per mile
Additional Vehicle (plus mileage)	\$20.00 per hour
Environmental Supplies	\$25.00 per day
Recording Fees	At Cost plus 10%
Permitting Fees	At Cost plus 10%
Third-Party Traffic Control	At Cost plus 10%
Metered Water	At Cost plus 10%
Backfill Material	At Cost plus 10%
Spoils Disposal	At Cost plus 10%
Coring	At Cost plus 10%
Document Reproduction	At Cost plus 10%
Records Collection Fees	At Cost plus 10%
All Other Services Not Described	At Cost plus 10%

ATTACHMENT 2
RFQ SCOPE OF SERVICES

RFQ NO. 21/22-47, CONTINUING ARCHITECTURAL / ENGINEERING CONSULTING SERVICES FOR PARKS AND RECREATION

Purpose:

Clay County is seeking to obtain the design services from one or more architectural and engineering consulting firms to provide continuing services for a variety of work on an as-needed basis. The continuing contract(s) will be used for general architectural/engineering design services for the County and will cover all aspects of project design for all future County Parks and Recreation needs including, but not limited to design of new parks and/or renovations to existing Parks and Recreation Facilities.

Background:

Clay County is one of the fastest growing counties in the State of Florida and home to 4 incorporated towns/cities, and 12 unincorporated communities. The Clay County Parks and Recreation Department inventory includes, but is not limited to 45 Park Locations (broken out below), multiple FEMA Mitigation Properties, and currently developing a 250-acre Regional Sports Complex with the intent of attracting Sports Related Tourism. The Sports Complex Master Plan includes future phases that include baseball fields, indoor gymnasium, outdoor courts, dog park, playgrounds, trails, and skate park. The County also acquired a 19-acre parcel to develop a Community Park in the Lake Asbury area, to be designed and built within 3 years. Parks & Recreation has a deed to develop 25 acres of land for a park identified as Boyd Park in Green Cove Springs. The County has an MOU with North Florida Land Trust to preserve a 578-acre tract named Rideout Point Preserve with the purpose of developing a public passive park with trails, and kayak launches. The current plan is that FDOT will replace the old Shands Pier Bridge, once the new bridge is in place, with a fishing pier and parking lot creating an additional park location for Clay County Parks and Recreation.

Neighborhood Parks: 17

Community Parks: 14

Regional Parks: 4

Boat Ramps: 10

Project Scope of Work:

Anticipated services required but are not limited to: studies and master planning, design services, plan updates, drainage improvements, preparation and distribution of bid/contract documents. Individual projects assigned by work order will be miscellaneous in scope, of varied size and complexity as required by the County. The successful firm(s) will be required to have the ability to take these projects from initial identification through the completion of construction.

The selected firm(s) will be required to provide professional architectural/engineering and consulting services to be specified more fully in a continuing contract agreement to be negotiated after selection. For each individual project, the exact scope of work and fee will be issued and described by Work Order. It shall be understood, prior to the authorization of any project, the firm will prepare a detailed scope of work, consulting fee, and project schedule for the County's consideration.

Work projects may involve, but are not limited to one or more of the following:

1. Architectural Services

- A. Project studies and master planning
- B. Design services
- C. Landscape Architecture
- D. Preparing bid documents

2. Engineering Services

- A. Road and parking design
- B. Drainage design
- C. Stormwater design
- D. Construction engineering inspection

3. Environmental Services

- A. Wetland Assessment and mapping
- B. Regulatory and jurisdiction line delineation
- C. Mitigation plan and design
- D. Site evaluation
- E. Phase I, II and III environmental assessments
- F. Soil and Groundwater testing and evaluation
- G. Contamination assessment reports and remedial action plans
- H. Baseline and continuing vegetative and wildlife surveys

4. Planning Services

- A. Recreation Master-planning
- B. Park Master-planning
- C. Site Management Plans
- D. User and needs assessment surveys
- E. Satisfaction surveys

Anticipated Specific Projects Include:

Parks Strategic Master Plan
Moccasin Slough Nature Center and Boardwalk
Saratoga Springs Park Design/Build
Oakleaf Community Park Phase II Design/Build

Term:

The initial contract shall be awarded for a period of twenty-four (24) months from the date of the Board of County Commissioners approval, with the County reserving the right and option to

extend the contract for an additional two (2) periods of twelve months each, if such is agreeable with the successful consulting firm(s).

Performance Evaluation:

A work performance evaluation will be conducted periodically and at the completion of each various project.

Additional Services:

If the County identifies any additional services or projects to be provided by the firm that are not covered under the agreement that are beneficial to the County, such additional services shall be mutually negotiated between the County and the Firm.

ATTACHMENT 3
WORK ORDER FORM

ATTACHMENT A

BASE AUTHORIZATION I.D.

Base Authorization: Contract/Agreement No. 2022/2023-_____

Clay County Contract/Agreement No. 2022/2023-_____ is included herein by reference and made a part hereof.

ATTACHMENT B

[Insert Consultant's Scope of Services]

ATTACHMENT C

[Insert Fee Summary for Consultant and any subconsultants]

ATTACHMENT D

[Insert Schedule of Hourly Rates]