



RESOLUTION NO. 2020-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEPTUNE BEACH, FLORIDA REGARDING RFQ 19-02.

WHEREAS, the City issued RFQ 19-02, requesting qualifications for Wastewater Treatment Plant Expansion Services to the City;

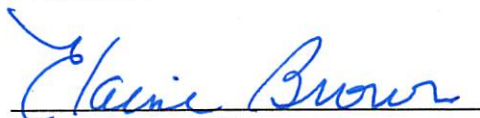
WHEREAS, the City Council desires to award the contract under RFQ 19-02.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF NEPTUNE BEACH THAT:

1. The City Council selects J. Collins & Associates, LLC pursuant to RFQ 19-02.
2. This Resolution shall be effective upon adoption.

DONE AND ADOPTED by the City Council of Neptune Beach, Florida this 4th day of May, 2020.

CITY OF NEPTUNE BEACH,
FLORIDA


Elaine Brown, Mayor

Attest:


Catherine Ponson, CMC
City Clerk

Approved as to Form and Content:


Zachary Roth, City Attorney



**REQUEST FOR QUALIFICATIONS FOR WASTEWATER TREATMENT PLANT EXPANSION
SERVICES FOR THE CITY OF NEPTUNE BEACH
RFQ 19-02**

The City of Neptune Beach hereby requests a statement of qualifications from individuals or firms to provide engineering services for a phased Wastewater Treatment Plant Expansion. The existing Wastewater Treatment Plant has a Total Plant Capacity of 1.03 mgd. The Plant uses Advanced Treatment with nitrogen removal by IFAS MBR, Contact Stabilization and Extended Aeration treatment.

Phase 1 of the project will increase the Total Plant Capacity to 1.18 mgd and is comprised of the following Treatment Plant improvements:

- Install Floating Aerators in Surge Basin
- Convert 2nd Surge Basin to Digester
- New Electric Building and electrical Improvements with consideration for both Phase 1 and Phase 2 Improvements

Phase 2 of the project will increase the Total Plant Capacity to 1.60 mgd and is comprised of the following Treatment Plant improvements:

- Install a 2nd IFAS MBR Tank
- Install a 3rd Clarifier
- Convert an Anoxic / Contact Stabilization Tank to an Anoxic Tank
- Convert a Digester to a Contact Stabilization Tank
- Convert a Package Plant to a Digester / Thickener
- Install a 2nd RAS/WAS Pump Station
- Install a new Generator

Engineering Services for this project will include but not be limited to topographical surveying, geotechnical evaluation, engineering design, permitting, bidding, construction administration and resident observation services.

Proposals will be accepted on an equal competitive basis. No qualifications statement will be accepted from individuals or firms placed on the convicted vendor list following a conviction for a public entity crime.

The evaluation criteria that will be utilized in the selection of the engineer are as follows:

1. Knowledge of Existing Wastewater Treatment Plant; 10 pts.
2. Experience with Nitrogen Removal Wastewater Treatment Plant Design including IFAS MBR systems; 20 pts.
3. Experience with municipal engineering projects; 15 pts
4. Management and Staffing; 15 pts.
5. Approach to Task; 20 pts
6. References: All Wastewater Treatment Design projects for last three (3) years for which you are responsible; 20 pts

Negotiation will begin with the firm ranked highest based upon the final rankings.

Respondents are required to submit one (1) original and Five (5) copies in a sealed envelope

marked "SEALED QUALIFICATIONS FOR WASTEWATER TREATMENT PLANT EXPANSION SERVICES". Qualifications must be received by 2:00 p.m. on December 20, 2019 at the City of Neptune Beach City Hall, Attention: Catherine Ponson, City Clerk, 116 First Street, Neptune Beach, FL 32266.

This solicitation does not commit the City of Neptune Beach to award a contract, to pay any costs incurred in the preparation of a qualifications statement, or to procure or contract for services. The City Council reserves the right to reject any and all qualification statements received as a result of this request, to negotiate with all qualified responders, to cancel in part or in its entirety this solicitation, or to re-advertise if it is in the best interest of the City to do so.

THE CITY OF NEPTUNE BEACH SUPPORTS "EQUAL OPPORTUNITY EMPLOYMENT, FAIR HOUSING AND PROVIDING HANDICAP ACCESS".

INSTRUCTIONS TO RESPONDENTS

All submittals shall be prepared in accordance with these instructions to be considered responsive.

Submittals shall include the following information and shall be organized in the following order:

- A. Title Page: include the name of the firm, address, phone number, and contact person.
- B. Table of Contents
- C. Letter of Transmittal: Limit to one or two pages.
 - a. Describe your understanding of the project and the treatment plant process improvements.
 - b. Briefly describe the members of the project team and their roles in the implementation of the project.
- D. Provide resumes for key members of the team: Limit to two pages each.
- E. Provide a statement that the lead firm is licensed and qualified to perform the requested services in the State of Florida. Include copies of applicable licenses, registration and certifications of the firm and key personnel who will participate on the project.
- F. Explain how the firm will approach the project and comply with the project schedule to complete the Phase 1 design within 6 months of award of contract. Limit to two pages.
- G. Explain how the firm plans to become quickly familiar with local conditions and your firm's approach to Project Management and the availability of Key Personnel who will be part of the Project Team. Limit of one page
- H. Executed and notarized Sworn Public Entities Crime Statement.

QUESTIONS: Submit all questions regarding this RFQ document to the David Bolam, Utility Engineer email engineering@nbfl.us in writing not later than five (5) working days prior to the due date. Written replies will be issued to all responders of record. Questions received less than five (5) working days prior to the due date may not be answered.

**THE BEACHES LEADER/
PONTE VEDRA LEADER**
Published Weekly
Jacksonville Beach, Duval County, Florida
STATE OF FLORIDA
COUNTY OF DUVAL

Before the undersigned authority personally appeared **Aline Bailey**, who on oath says that she is an **Authorized Agent of The Beaches Leader/Ponte Vedra Leader**, weekly newspapers published at **Jacksonville Beach** in **Duval County, Florida**; that the attached copy of advertisement, being a **Legal Notice** in the matter of:

Public Notice

City of Neptune Beach, Florida is requesting statement of qualifications from interested parties for furnishing the following:
Request for Qualifications No. 19-02
Wastewater Treatment Plant Expansion Services

was published in said newspaper in the issues of:

November 21 & 27, 2019

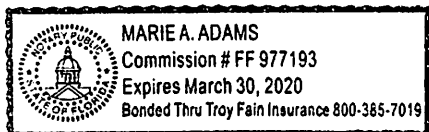
Affiant further says that the said **The Beaches Leader/Ponte Vedra Leader**, newspapers published at **Jacksonville Beach**, in said **Duval and St. Johns Counties**, Florida, and that the said newspaper has heretofore been continuously published in said **Duval and St. Johns Counties**, Florida, each **week** and has been entered as periodicals matter at the post offices in Jacksonville Beach, Atlantic Beach, Jacksonville and Ponte Vedra Beach, in said **Duval and St. Johns Counties**, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Aline Bailey
(Signature of Affiant)

Sworn to and subscribed before me this
27th day of **November 2019**, by

Marie A Adams
(Signature of Notary Public)

_____ who is personally known to me.



(Print, Type, or Stamp Commissioned Name of Notary)

PUBLIC NOTICE

The City of Neptune Beach, Florida is requesting statement of qualifications from interested parties for furnishing the following:

**Request for Qualifications
No. 19-02
Wastewater Treatment Plant
Expansion Services**

Complete request information can be found at <https://www.ci.neptune-beach.fl.us/home/pages/procurement>. The information can also be requested by contacting David Bolam, Utility Engineer, engineering@nbfl.us or Catherine Ponson, City Clerk, (904) 270-2400, ext. 30, or clerk@nbfl.us.

Deadline to submit qualifications is:

**Day: Friday
Date: December 20, 2019
Time: 2:00pm**

**Location: City of Neptune Beach
FL, City Hall**

**Address: 116 First Street,
Neptune Beach FL 32268**

BL 11/21 & 11/27- 2019

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made as of the 1st day of June, 2020 by and between the CITY OF NEPTUNE BEACH, a Florida municipal corporation, hereinafter referred to as the AGENCY, and J. COLLINS ENGINEERING ASSOCIATES, LLC, (JCEA) hereinafter referred to as the CONSULTANT.

In consideration of the mutual promises contained herein, the AGENCY and the CONSULTANT agree as follows:

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

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

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

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

This Contract is a "Continuing Contract" pursuant to the "Consultants' Competitive Negotiation Act", Section 287.055, Florida Statutes, hereinafter referred to as the ACT. Pursuant to this Contract, the AGENCY may award projects to the CONSULTANT that are within the maximum dollar amounts for continuing contracts as provided in the ACT. Should the ACT be amended in the future to alter the maximum dollar amounts for continuing contracts, this Contract shall be deemed to be automatically likewise amended. Presently, the ACT allows projects to be awarded pursuant to a continuing contract where the construction costs for the project do not exceed \$2 million, and for study activity when the fee for such professional service does not exceed \$200,000.

ARTICLE 2 – PAYMENTS TO CONSULTANT

The AGENCY shall pay to the CONSULTANT for services satisfactorily performed, as follows:

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

the governing board of the AGENCY, the CONSULTANT may bill the AGENCY at a different rate or by a different method.

- B. The CONSULTANT will bill the AGENCY on a monthly basis for services rendered toward the completion of the scope of work contained in various Task Orders. The amounts billed shall represent the approximate completion of services outlined in such scopes of work based upon a percentage.
- C. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the AGENCY prior to payment. Invoices must reference this Contract and the Task Order against which the CONSULTANT is billing.
- D. In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT's final/last billing to the AGENCY, indicating that all services have been performed and all charges and costs have been invoiced to the AGENCY and there is no further work to be performed on the specific Task Order.
- E. The payment of all invoices shall be subject to the "Local Government Prompt Payment Act", Part VII of Chapter 218, Florida Statutes.
- F. Except for issues arising from contract indemnification provisions, the AGENCY shall have the right to retain out of any payment due the CONSULTANT under this Contract an amount sufficient to satisfy any amount due and owing to the AGENCY by the CONSULTANT on any other contract or agreement between the CONSULTANT and the AGENCY. The AGENCY may withhold payment on any invoice in the event that the CONSULTANT is in default under any provision of this Contract or any other contract or agreement between the CONSULTANT and the AGENCY as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold shall continue until such time as the default has been cured, and, upon cure, the AGENCY shall have the right to retain an amount equal to the damages suffered as a result of the default.

ARTICLE 3 – SCHEDULE

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

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 – TERM

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

Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the AGENCY's satisfaction through the date of termination plus any reasonable and unavoidable costs incurred by CONSULTANT and imposed by third parties due to such termination, such as costs charged by third parties for cancelling orders for equipment, materials or services, but excluding attorney fees and fees charges by CONSULTANT. After receipt of a Termination Notice and except as otherwise directed by the AGENCY, CONSULTANT shall:

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

ARTICLE 6 – PERSONNEL

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

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

In providing services under this Agreement, the CONSULTANT agrees to provide such services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

ARTICLE 7 – SUBCONTRACTING

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

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

ARTICLE 8 – FEDERAL AND STATE TAX

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

The CONSULTANT shall be responsible for payment of his/her own FICA and Social Security benefits with respect to this Contract and any other taxes incurred by CONSULTANT in performing the services under this Agreement.

ARTICLE 9 – AVAILABILITY OF FUNDS

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

ARTICLE 10 – INSURANCE

- A. The CONSULTANT shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the AGENCY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONSULTANT shall furnish Certificates of Insurance to the AGENCY prior to the commencement of operations. The Certificates shall clearly

indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the AGENCY. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.

- C. The CONSULTANT shall maintain during the term of the Contract, standard Professional Liability Insurance in the amount of \$1,000,000.00 per occurrence.
- D. The CONSULTANT shall maintain during the life of this Contract, Comprehensive General Liability Insurance in the amount of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate, to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.
- E. The CONSULTANT shall maintain during the life of this Contract Comprehensive Automobile Liability Insurance in the amount of \$1,000,000.00 combined single limit for bodily injury and property damage liability to protect the CONSULTANT from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.
- F. The CONSULTANT shall maintain during the life of this Contract, adequate Worker's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by the law for all of its employees as required by and pursuant to Florida Statute 440.02.
- G. All insurance other than Professional Liability and Workman's Compensation, to be maintained by the CONSULTANT shall specifically include the AGENCY as an "Additional Insured", for the vicarious liability resulting from the conduct of the CONSULTANT and others employed and/or utilized by the CONSULTANT in the performance of the services.
- H. All policies of insurance required by this Contract shall be underwritten by an insurer with a rating equal or superior to A.M. Best A- (Excellent). A certificate of insurance and a copy of the additional insured endorsement shall be issued to AGENCY documenting coverage (including all policy limits and special risk policy limits if less than the standard limits) and deductible amounts upon commencement and thereafter prior to expiration of any policy or upon change of coverage or insurer. Upon request of AGENCY, CONSULTANT shall promptly furnish copies of complete certified policies and endorsements, but in all cases no later than five (5) days after request. All policies shall be primary to any insurance

maintained by AGENCY and shall include a waiver of subrogation rights of the insurers against AGENCY

ARTICLE 11 – INDEMNIFICATION

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

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

ARTICLE 12 – SUCCESSORS AND ASSIGNS

This Contract shall be binding upon the parties and their respective partners, successors, executors, administrators and assigns. Neither party may assign, sublet, convey or transfer its interest in this Contract without the written consent of the other.

ARTICLE 13 – CONFLICT OF INTEREST

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

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

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

ARTICLE 14 – EXCUSABLE DELAYS

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

If delay is caused by the failure of the CONSULTANT's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the CONSULTANT and its subcontractor(s) and is without the fault or negligence of either of them, the CONSULTANT shall not be deemed to be in fault.

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

ARTICLE 15 – CONSULTANT NOT TO PLEDGE AGENCY'S CREDIT

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

ARTICLE 16 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

Where documents must be filed with other government agencies, the CONSULTANT will furnish copies to the AGENCY upon request. The AGENCY shall have the right to visit the CONSULTANT's work site for inspection of the work and the drawings of the CONSULTANT at any time.

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

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

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

ARTICLE 17 – INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 18 – NO WARRANTY BY AGENCY

Approval by the AGENCY of any of the CONSULTANT's work, including but not limited to drawings, design specifications, written reports, or any work products of any nature whatsoever furnished hereunder, shall not in any way relieve the CONSULTANT of responsibility for the technical accuracy and adequacy of the work. Neither the AGENCY's review, approval or acceptance of, or payment for, any of the services furnished under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause or action arising out of the performance of this Contract. The CONSULTANT shall be and remain liable in accordance with all applicable laws for all damages to the AGENCY caused by the negligent performance by the CONSULTANT or any of its subcontractors of any of the services furnished under this Contract. The CONSULTANT hereby warrants that all designs, drawings, plans and specifications, written works, or any work product are compliant with all applicable codes, laws, ordinances, standards, etc. in effect at the time the design is submitted for permit. The AGENCY has the right to rely upon all such professional representations and services provided under this Contract.

ARTICLE 19 – ACCESS AND AUDITS

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

ARTICLE 20 – COMPLIANCE WITH LAWS

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

- A. All final plans, documents, reports, studies, permits and other data prepared by the CONSULTANT shall bear the design professional's seal/signature, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the Department of Business and Professional Regulation, in effect at that time.
- B. Chapter 337.162 Florida Statutes applies as follows:
 - 1. If the AGENCY has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it will submit a complaint about the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
 - 2. Any person who is employed by the AGENCY and who is licensed by the Department of Business and Professional Regulations and who, through the course of his employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules will submit a complaint about the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455 and the state licensing law applicable to that licensee. The complaint shall be confidential.
 - 3. Any confidential information submitted to the Department of Business and Professional Regulation shall remain confidential pursuant to Chapter 455 and applicable state law.
- C. The CONSULTANT shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, disability, age, religion, gender, or national origin in the performance of work under this Contract.

- D. The CONSULTANT warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this Paragraph, the AGENCY shall have the right to immediately terminate this Contract without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration. No member of the AGENCY, and no other officer, employee, or agent of the AGENCY who exercise any functions or responsibilities in connection with the carrying out of the projects to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.
- E. The CONSULTANT shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT, or its subcontractors, in conjunction with this Contract. Failure by the CONSULTANT to grant such public access shall be grounds for immediate unilateral cancellation of the Contract by the AGENCY.
- F. The CONSULTANT agrees that it shall make no statements, press releases, or publicity releases concerning this Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Contract, or particulars thereof, during the term of this Contract, without first notifying the AGENCY and securing its consent in writing.
- G. CONSULTANT covenants and agrees that it, its employees, and its subcontractors shall be bound by the standards of conduct provided in applicable Florida Statutes and applicable rules of the Department of Business and Professional Regulation as they relate to work performed under this Contract.
- H. The AGENCY will consider the employment by any CONSULTANT or sub-consultant of unauthorized aliens a violation of SECTION 274A(e) of the Immigration and Naturalization Act. Such violation will be cause for unilateral cancellation of this Contract by the AGENCY, if the CONSULTANT knowingly employs unauthorized aliens.

ARTICLE 21 – ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 22 – ENFORCEMENT COSTS

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

ARTICLE 23 – AUTHORITY TO PRACTICE ITS PROFESSION

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

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

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

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

ARTICLE 24 – SEVERABILITY

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

ARTICLE 25 – AMENDMENTS AND MODIFICATIONS

No Task Orders and/or modifications of this Contract shall be valid unless in writing and signed by each of the parties. All amendments and modifications shall be in the form of a change order or Task Order.

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

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

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

ARTICLE 26 – ENUMERATION OF CONTRACT DOCUMENTS

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

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

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

ARTICLE 28 – ARBITRATION

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

ARTICLE 29 – CONTRACT TO BE NON-EXCLUSIVE

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

ARTICLE 30 – NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, shall be effective three (3) days after depositing with the United States Postal Service, and if sent to the AGENCY shall be mailed to:

City of Neptune Beach
116 First Street
Neptune Beach, FL 32266

and if sent to the CONSULTANT shall be mailed to:

J Collins Engineering Associates, LLC (JCEA)
c/o John Collins
12412 San Jose Blvd., Suite 204
Jacksonville, Florida 32223

ARTICLE 31 – MISCELLANEOUS

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

ARTICLE 32 – COUNTERPARTS

This Contract may be signed in counterparts. A facsimile, electronic, or other copy shall be deemed an original signature for all purposes under this Contract.

EXECUTED by the AGENCY, CITY OF NEPTUNE BEACH 15th day of June, 2020.

CITY OF NEPTUNE BEACH

By: 
ELAINE BROWN, MAYOR

ATTEST: 
CATHERINE PONSON, CITY CLERK

EXECUTED by the CONSULTANT, J COLLINS ENGINEERING ASSOCIATES, LLC
this 9th day of March, 2020.

J COLLINS ENGINEERING ASSOCIATES, LLC

By: 
JOHN COLLINS, MANAGING MEMBER

EXHIBIT "A"

SCOPE OF SERVICES TO BE PERFORMED

EXHIBIT "A"

SCOPE OF SERVICES:

Under the continuing contract CONSULTANT shall provide the engineering services for projects undertaken by the City, including without limitation, municipal utilities, public works and similar projects, which may involve all or some of the following tasks:

1. Site planning, design and site permitting.
2. Design services with preliminary drawings and final design, technical specifications, bid documents, contract documents with opinion of probable construction cost.
3. Survey for site description and elevations.
4. Geotechnical services as necessary to design purposes.
5. Permitting preparation and submittal to all levels of Government jurisdictions.
6. Advertising and bidding service, providing to the City advertisement to bid, conduct pre-bid meeting, assist in bid service and award. Prepare contract documents for City and contractor execution.
7. Professional services during construction. Answer questions of contractor and/or City. Review shop drawings, change orders and pay request. Prepare and submit record drawings to City and other Government agencies.

EXHIBIT “B”

RATES

SCHEDULE A
2020 BILLABLE HOURLY RATES
FOR

J. COLLINS ENGINEERING ASSOCIATES, LLC

TITLES	DIRECT LABOR HOURLY RATES
--------	------------------------------

PRINCIPLE PE	158
PROJECT MANAGER PE	158
SENIOR PROFESSIONAL ENGINEER	155
DESIGN ENGINEER -REGISTERED	150
SENIOR DESIGNER OR TECHNICAL STAFF	85
DESIGNER/DRAFTER	80
FIELD REPRESENTATIVE (Depends on Assignment)	100
CLERICAL	45

REIMBURABLES

- Copying - \$0.10/Copy or Actual cost if Outside Vendor
- Cad Plot - \$15/plot or Actual cost if Outside Vendor
- Cad Computer Charges - None
- Blueprints – Estimated at \$2/Each or Actual cost if Outside Vendor
- Mileage – 2020 IRS Rate
- Travel - Actual Cost – No Markup
- Subconsultant - Actual Cost - No Markup
- Subsistence - Actual Cost - No Markup

RATES EFFECTIVE THROUGH DECEMBER 31, 2020