

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into this ____ day of _____, 2020 (the “Effective Date”), by and between JEA, a body politic and corporate in the City of Jacksonville (“JEA”) and Nassau County, Florida (“Nassau County”).

Recitals

WHEREAS, JEA and Nassau County (collectively, the “Agencies” or, individually, an “Agency”), desire to jointly solicit bids for the design, construction and construction inspection and engineering services for the William Burgess Boulevard Extension Project, US 17 to Miner Road Water Main (the “Joint Project”); and

WHEREAS, JEA is authorized to enter into this MOU pursuant to Section 21.04(bb) of the Ordinance Code of the City of Jacksonville, and Section 3-116 of the JEA Procurement Code;

NOW, THEREFORE, in consideration of the mutual promises contained herein, each of the Agencies agrees as follows:

Agreement

1. Design Services. Following execution of this MOU, Nassau County will amend its design contract with GAI, Inc. to include JEA’s specifications for its portion of the Joint Project (the “Design Contract”). JEA will be responsible for all design costs associated with the incorporation of the water main design.
2. Construction Services. Upon completion of the design services, Nassau County will issue a Solicitation for construction services for the Joint Project in the form of a draft Solicitation circulated to, and approved by, JEA, prior to its issuance by Nassau County (the “Construction Solicitation”).
3. Construction Engineering Inspection (CEI) Services. Upon completion of the design services, Nassau County will issue a Solicitation for Construction Engineering Inspection (CEI) services for the Joint Project in the form of a draft Solicitation circulated to, and approved by JEA, prior to its issuance by Nassau County (the “CEI Solicitation”).
4. Bidding. Services procured under this MOU shall be procured in accordance with all applicable laws, including, but not limited to, the provisions of Sections 287.055, 255.0525

and 255.20 of Florida Statutes. Nassau County will allow JEA to review the responses to the Construction Solicitation prior to award. Nassau County shall award a contract under the Construction Solicitation based on price to the lowest qualified and responsible bidder, determining lowest price on the basis of lowest price for Nassau County's and JEA's portions of the Joint Project combined as a single project. For the CEI Solicitation, qualifications shall be evaluated on the basis of Nassau County's and JEA's portions of the Joint Project combined as a single project. Nassau County shall competitively negotiate a contract with the most qualified firm responding to the CEI Solicitation in accordance with Section 287.055, Florida Statutes.

5. Award Recommendation. Nassau County, on behalf of the Agencies, will manage the Construction Solicitation and CEI Solicitation (the "Solicitations") and make all administrative determinations concerning minimum qualifications, timeliness, responsiveness and all other aspects of administration of the Solicitations up to and including evaluation of bids and proposals as provided in paragraph 4. Nassau County shall consult frequently with JEA, and keep JEA fully informed, with respect to all aspects of such administration that may affect JEA's portion of the Joint Project in any manner.
6. Contract. Each Agency will enter into separate final contracts for its portion of the Joint Project as described in the Construction Solicitation and CEI Solicitation (collectively, the "Contracts" or, separately, a "Contract"). Nassau County shall include in the Construction Solicitation and CEI Solicitation standard contract terms and conditions on behalf of both Agencies, and all provisions requested by JEA to be applicable to its portion of the Joint Project.
7. Term. This MOU shall be effective on the Effective Date and shall continue until completion and acceptance of all services to be provided to the Agencies under this MOU in connection with the Joint Project, and resolution of any and all disputes in connection therewith.
8. Fee Payment. The costs of the Solicitations will be borne by Nassau County and JEA proportionately based upon the good faith estimate of the cost of the services procured on behalf of each Agency in advance of the issuance of the Solicitation. Each Agency shall be responsible for the payment of all costs and expenses for services and equipment provided to the Agency for its portion of the Joint Project and nothing in this MOU or in

the Solicitations shall be construed to create an obligation of one Agency to cover any costs or expenses or create any liability of one Agency for the other Agency's portion of the Joint Project.

9. Contract Management: Each Agency will be responsible for administration of its own Contracts, including, but not limited to, all purchase orders, invoices, payments, contract management, amendments and renewals. However, each Agency shall continue to collaborate with the other Agency by providing notice to the other Agency as soon as reasonably possible after an Agency discovers any problems or issues with the services provided in connection with the Joint Project.
10. Joint Marketing. Each Agency will use commercially reasonable efforts to solicit interest in the Solicitations.
11. Publicity. All press releases issued by an Agency with respect to this MOU, the Solicitations or the Contracts shall be presented to the other Agency reasonably in advance of issuance and shall be subject to the other Agency's prior approval, which shall not be unreasonably withheld or delayed.
12. Procurement Management. Each Agency shall appoint a single individual (a "Procurement Manager") to be primarily responsible for: (1) arranging all meetings, visits and consultations between the Agencies relating to the Solicitations; (2) receiving all notices under this MOU and the resulting Solicitations; and (3) coordinating all administrative matters relating to the Solicitations. The Procurement Managers shall also be responsible for coordinating the resolution of any issues and disputes between the parties arising under this MOU. From time to time during the terms of this MOU, each Agency may replace its Procurement Manager with another person having equivalent authority by providing written notice to the other Agency.
13. General: This MOU may be amended only by a written instrument executed by both Agencies. This MOU and all transactions contemplated herein shall be governed by, construed in accordance with, and enforced under the laws of the State of Florida. Any litigation involving this MOU shall take place in the state or federal courts located exclusively in Nassau County, Florida.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this MOU to be executed and delivered by their duly authorized officers, as of the Effective Date.

Nassau County, Florida

By: _____

Its: _____

JEA

By: _____

Its: _____

Approved as to Form:

Office of General Counsel, Jacksonville, Florida

Approved as to Form:

General Counsel to Nassau County