



Town of _____

Micanopy

Florida

January 13, 2026

Agenda Item: Proposed Planning and Engineering Services – EDA Consultants

Background

The Town has recently worked with **EDA Consultants** in two capacities: (1) planning and engineering services associated with the Community Resource Center project, and (2) contracted planning and engineering review of a recent site plan submittal. Staff has been impressed with the quality, timeliness, and professionalism of EDA's work. Additionally, EDA maintains a strong reputation and currently provides planning and engineering services to several small municipalities within and around Alachua County.

The Town currently contracts with **North Central Florida Regional Planning Council (NCFRPC)** for planning services at an annual cost of approximately \$7,000, regardless of whether services are utilized. While NCFRPC provides valuable regional support, this structure does not allow flexibility or cost efficiency when planning services are not needed in a given year.

Proposal

Staff proposes that the Town consider entering into a professional services agreement with EDA Consultants by piggybacking off a recently executed contract with a similarly sized municipality, in accordance with the Town's procurement policy. Under this approach, the Town would only incur costs when specific task orders are executed, rather than paying a fixed annual fee.

In addition to planning services, EDA's engineering capabilities would also be available to the Town under the same agreement, providing added flexibility and continuity for development review, capital projects, and grant-related work.

Financial Considerations

- EDA services would be billed on a task-order basis, allowing the Town to pay only for services actually rendered.
- This approach has the potential to reduce overall planning expenditures while improving responsiveness and service quality.
- If approved, amendments to the Town's fee schedule will be required to allow EDA's planning and engineering review fees to be passed through to land development applicants, consistent with current practice for professional review services.

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PO Box 137, Micanopy, FL 32667-0137
(352) 466-3121 Town Hall (352) 466-4912 Fax
townhall@micanopytown.com

Staff Recommendation

Staff recommends discussion and consideration of authorizing the Town Administrator to move forward with piggybacking on an existing professional services contract with EDA Consultants for planning and engineering services, subject to legal review, and to bring back any necessary fee schedule amendments for Commission consideration.

**AGREEMENT FOR CONTINUING PROFESSIONAL
PLANNING AND RELATED SERVICES**

THIS AGREEMENT is made this 9th day of July, 2024 between the Town of White Springs, Florida, a municipal corporation, hereinafter referred to as "TOWN", and eda consultants, inc., doing business at 720 SW 2nd Avenue, South Tower, Suite 300, Gainesville, Florida 32601, hereinafter referred to as "CONSULTANT."

RECITALS

WHEREAS the TOWN is a public entity organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

WHEREAS the TOWN has requested statements of qualifications from qualified firms for professional planning and related services in accordance with Chapter 287.055, Laws of Florida, Consultants Competitive Negotiation Act; and

WHEREAS the TOWN selected the CONSULTANT based on the firm's experience and qualifications in providing the requested services; and

WHEREAS the CONSULTANT is duly licensed to practice in the State of Florida and desires to render the professional services for the TOWN as provided herein; and

WHEREAS CONSULTANT further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

THEREFORE, the TOWN hereby engages the services of the CONSULTANT, and in consideration of the mutual promises herein contained, the parties agree as follows:

I. TERM

1.1. This Agreement shall be in effect until July 9th, 2025 and shall automatically renew, thereafter, for one-year periods unless action to terminate this Agreement is taken by a party consistent with the provisions of this Agreement. The TOWN, however, may terminate the Agreement earlier subject to the terms herein.

II. TIME IS OF THE ESSENCE

2.1. CONSULTANT acknowledges that time is of the essence in the completion of tasks and services specified herein. CONSULTANT further agrees that the completion of all tasks and services specified in this Agreement are of vital importance to the TOWN and the TOWN will suffer irreparable harm and injury of a nature not capable of being calculated with reasonable certainty if they are not timely completed.

III. SERVICES

3.1. CONSULTANT agrees to perform services listed in the RFQ number 2024-004, hereto attached as Exhibit "A" and Response to RFQ number 2024-004 which is incorporated herein, and any related services as may be required.

3.2. CONSULTANT agrees to perform services in accordance with Work Orders and other directions consistent with this Agreement issued by the TOWN to the CONSULTANT from time-to-time. The CONSULTANT shall provide all labor, services, equipment, materials, and supplies necessary to accomplish the provision of the services set forth herein.

3.3. CONSULTANT shall commence the provision of services as described in this Agreement immediately upon execution of this Agreement and upon the execution of a Work Order.

3.4. While CONSULTANT is not an employee of the TOWN, CONSULTANT shall be an independent contractor of the TOWN during the term of this Agreement and shall advise and consult the TOWN as required.

3.5. CONSULTANT represents to TOWN that the services to be performed under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in CONSULTANT'S trade in general and that CONSULTANT'S services shall conform to professional standards and in accordance with this Agreement.

3.6. CONSULTANT represents that it is licensed to do business in the State of Florida and further warrants its capability and experience to perform the tasks and services provided for herein in a professional and competent manner.

IV. COMPLIANCE WITH STATE AND OTHER LAWS

4.1. CONSULTANT shall comply with any and all applicable federal, state, and local laws, rules, and regulations as the same exist and may be amended from time to time.

V. USE OF AGENTS OR ASSISTANTS

5.1. To the extent reasonably necessary to enable the CONSULTANT to perform his, her or its duties hereunder, the CONSULTANT shall be authorized to engage the services of any agents or assistants which he, she or it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of his, her or its duties. All cost of the services of, or expenses incurred by such agents or assistants shall be paid by CONSULTANT.

VI. PROJECT MANAGEMENT

6.1. CONSULTANT shall appoint a Project Manager who shall meet with the TOWN Manager to coordinate, review and insure performance by CONSULTANT under this Agreement. The TOWN Manager shall oversee the daily administration of the tasks to be performed by CONSULTANT under this Agreement.

VII. FEE AND BILLING

7.1. For services to be rendered under this Agreement, the CONSULTANT shall be entitled to the agreed upon fee rates, as listed in Exhibit "B", or as otherwise defined by an approved Work Order for services performed. Should the TOWN require additional services not included in an approved Work Order, fees and payment for such services will be set forth in a separate Additional Services Addendum, as authorized, in writing, by the TOWN.

7.2. CONSULTANT shall submit an itemized billing to the TOWN Manager for approval prior to receiving compensation. Billing shall include an itemized summary of total costs and shall be made at no more than monthly intervals. All billings shall include a description of the status of efforts, a brief itemization of costs associated with each project or project phase, and the total phase or project costs to date.

7.3. CONSULTANT shall be paid in thirty (30) days from approved invoice for services and, by accepting final payment, waives all claims except those which it has previously made in writing, and which remain unsettled at the time of acceptance.

VIII. SETTLEMENT OF CLAIMS

8.1. All claims, disputes, and other matters in question between the CONSULTANT and the TOWN arising out of, or relating to, this Agreement and/or the Contract Documents or the breach thereof, except for claims that have been waived by the making or acceptance of final payment, shall be settled through negotiations between the TOWN Manager and the CONSULTANT. In the event an agreement is not consummated at this negotiation level, the dispute will then be submitted to the TOWN Commission for a decision. The TOWN'S decision shall be final and conclusive upon the parties thereto; however, nothing in the Agreement shall be construed as denying either party from seeking judicial relief or pursuing any other legal remedy.

IX. RETENTION OF RECORDS AND AUDIT BY TOWN

9.1. CONSULTANT shall maintain all books, documents, papers, and shall permit the TOWN or any authorized representatives of the TOWN, at all reasonable times, access to and the right to examine all records, books, papers or documents related to CONSULTANT's performance under this Agreement including, but not limited to, expenses for sub-consultants, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement. CONSULTANT shall maintain such records for a period of not less than ten (10) years from the date of final payment under this Agreement.

X. ACCURACY OF WORK

10.1. CONSULTANT shall be responsible for and hereby warrants the accuracy of the work and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the CONSULTANT without additional compensation or undue delay. Acceptance of the work by the TOWN will not relieve the CONSULTANT of the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

10.2. At any time during the project, the CONSULTANT shall confer with the TOWN for the purpose of interpreting the information prepared and/or to correct any errors and/or omissions without added compensation even though final payment may have been received.

10.3. CONSULTANT shall be and shall remain liable, in accordance with applicable law, for all damages to the TOWN caused by the CONSULTANT'S negligent performance of any of the services furnished under this Agreement except for errors, omissions, or other deficiencies to the extent attributable to the TOWN, TOWN furnished data, or any third party. CONSULTANT shall not be responsible for any time delays in the project caused by circumstances beyond the CONSULTANT'S control.

XI. INSURANCE

11.1. CONSULTANT shall at all times during this Agreement maintain such insurance as is generally available at reasonable expense to businesses similarly situated and as will protect it from claims under workers' compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damage because of bodily injury, occupational sickness or disease, or death of its employees, and claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; from claims for injury to or destruction of tangible property, including loss of use resulting therefrom; and any claims of malpractice or professional liability - any or all of which may arise out of or result from any action of CONSULTANT or its employees in its performance of this Agreement.

11.2. A Certificate of Coverage shall be provided to the TOWN at the time CONSULTANT signs this Agreement.

11.3. Nothing in this Agreement shall be construed as a waiver of the TOWN'S sovereign immunity as provided for under Chapter 768, Florida Statutes.

XII. INDEMNITY

12.1. CONSULTANT shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the TOWN and its officers, agents, employees and representatives, from and against any and all liability, suits, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death or property damage), costs and expenses (including investigation costs, attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent caused by the negligent acts, errors or omissions during or which are alleged to have arisen out of or to have been connected with, CONSULTANT'S performance of this Agreement (including performance by its agents, employees, subcontractors or by anyone CONSULTANT directly or indirectly employed). CONSULTANT shall not be obligated to indemnify the TOWN for the TOWN's own negligence.

12.2. CONSULTANT's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon CONSULTANT whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

XIII. DEFAULTS, TERMINATION OF AGREEMENT

13.1. The TOWN reserves the right to terminate this Agreement at any time, for any reason, upon thirty (30) days written notice to CONSULTANT. In the event of such termination, the CONSULTANT shall be paid by the TOWN for all services actually, timely, and faithfully 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 TOWN. Upon termination and payment for services rendered, CONSULTANT shall provide and turn over to TOWN all documents, review, reports, etc. prepared up to and including the date of such termination.

XIV. ENTIRE AGREEMENT

14.1. This Agreement, including any and all attachments incorporated herein by reference, represents the entire agreement and understanding between the parties, and any negotiations, proposals, purchase orders, or oral agreements are superseded by this written Agreement and are not intended to be integrated herein. Any supplement or amendment to this Agreement, to be effective, shall be in writing and signed by CONSULTANT and TOWN.

XV. ASSIGNMENT

15.1. Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the TOWN and CONSULTANT. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the TOWN and CONSULTANT, and not for the benefit of any other party. CONSULTANT shall not assign any right or interest in this Agreement, and shall not delegate any duty owed, without the TOWN's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes and shall constitute a material breach upon which the TOWN may immediately terminate or suspend this Agreement.

15.2. In the event the TOWN consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions. This Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

XVI. WAIVER OF BREACH

16.1. The waiver of either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision.

XVII. ATTORNEY'S FEES

17.1. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which he, she or it may be entitled, whether at the trial or appellate level.

XVIII. GOVERNING LAW

18.1. The validity, interpretation and/or performance of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Alachua County, Florida.

XIX. NOTICES

19.1. All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date either personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. Postal mailbox or at any U.S. Post Office; or when sent via facsimile to a party at the facsimile number set forth below or to such other or further facsimile number provided in a notice sent under the terms of this paragraph, on the date of transmission of that facsimile. Should the TOWN or CONSULTANT have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from CONSULTANT to the TOWN shall be given to the TOWN addressed as follows:

TOWN:

Vanessa George, Town Manager
Town of White Springs
P.O. Drawer D
10363 Bridge Street
White Springs, FL 32096
Tel. No.: (386) 397-2310

CONSULTANT:

eda consultants, inc.
720 SW 2nd Avenue
South Tower, Ste 300
Gainesville, Florida 32601
Tel. No.: (352) 373-3541

XX. PUBLIC RECORDS

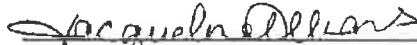
20.1. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS AT (386) 397-2310, manager@whitespringsfl.us, and 10363 Bridge Street, White Springs, FL 32096.

XXI. SEVERABILITY

21.1. Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their respective representatives, each such representative having been first duly authorized to so act, as of the date and year first herein above written.

TOWN OF WHITE SPRINGS



Jacqueline Williams, Mayor

Date: 9/9/2024

ATTEST


Vanessa George, Town Manager

eda consultants, inc.


Sergio Reyes, P.E., President

Date: 9/9/2024

Exhibit "A"
RFQ Number 2404-004

Exhibit "B"
eda consultants, inc.
Fee Rate Table



Rate Table as of 7/9/2024	
Principal P.E.	\$250.00
AICP, LEED AP Planner	\$175.00
Planner, AICP	\$110.00
Staff Asst.	\$60.00
Project Manager	\$150.00
Staff P.E. I	\$120.00
Staff P.E. II	\$150.00
Staff P.E. III	\$175.00
CADD Designer	\$100.00
Sr. CADD Designer	\$110.00
Staff P.S.M. I	\$100.00
Staff P.S.M. II	\$122.00
Staff P.S.M. III	\$140.00
Project Engineer	\$100.00
Expert Witness	\$450.00
Project Coordinator	\$75.00
Production Manager	\$120.00
Intern	\$75.00
Project Accountant	\$150.00