

**AGREEMENT FOR PROFESSIONAL SERVICES FOR
ANNUAL PROFESSIONAL SURVEYING SERVICES
CAUSSEAU HEWETT & WALPOLE, LLC
NO. 14215 [CCNA]**

This Agreement (“Agreement”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and Causseaux Hewett & Walpole, LLC (CHW), a Florida for-profit corporation which is authorized to do business in the State of Florida (“Professional”), who are collectively referred to as the “Parties”, for professional services.

WITNESSETH:

WHEREAS, the County publicly issued RFP 24-23-LC seeking to hire a qualified professional to provide Professional Land Surveying and Plat Preparation Services on an as-needed basis; and

WHEREAS, in such solicitation process the County complied with the requirements of the Consultants’ Competitive Negotiation Act, F.S. § 287.055 (“CCNA”); and

WHEREAS, after evaluating and considering all timely responses to the solicitation, the County identified Professional as top ranked firm; and

WHEREAS, the Professional is qualified and is willing to provide the County with the work and professional services as set forth herein; and

WHEREAS, the County desires to engage Professional to provide the professional services described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the County and Professional agree as follows:

1. **Recitals.** The foregoing recitals are incorporated herein.
2. **Scope.** In accordance with the terms and conditions of this Agreement, County engages Professional to provide professional services for the Annual Professional Surveying Services located at various, yet to be determined, locations within Alachua County(hereinafter referred to as the “Project”). The Professional agrees to provide services in accordance with the Scope of Services attached hereto as **Exhibit “1”** and incorporated herein (“Services”) for and as needed by the County. Professional acknowledges that time is of the essence completing the Services. The County reserves the right to make changes to the Scope of Services, including alterations, reductions or additions. If the County elects to make a change, the County shall initiate a written modification which must be in writing and executed by both the Parties.
3. **Term.** This Agreement is effective on the day the last Party signs it (“effective date”) and continues until 9/30/2026, or until this Agreement is earlier terminated as provided herein. This Agreement may be amended at the option of the County for one additional 2-year term at the same terms and conditions outlined herein. If, during any subsequent renewal period the County elects to exercise the option to renew the contract, the contract rates may be adjusted by an amount equal to the United States Bureau of Labor Statistics latest twelve-month average Consumer Price Index, CPI-W.
4. **Qualifications and Representations.** By executing this Agreement, Professional makes the following representations to County and agrees to the following:
 - A. Professional is qualified and has the skill, knowledge and expertise to provide the Services. Professional will maintain all certifications, permits, licenses, and other authorizations necessary to act as a professional and to provide the Services during the term of this Agreement.

- B. Professional will perform the Services with the skill and care which would be exercised by a qualified professional performing similar services at the time and place such Services are performed. If failure to meet these standards results in a deficiency in the Services or the related tasks or designs, Professional will, at his/her/its own cost and expense, re-do the Services to correct the deficiency, and Professional shall be responsible for any and all consequential damages to the County arising from the deficiency.
- C. Professional is familiar with the Services and the specifications and the conditions of the site and location of the Project.
- D. Professional will prepare deliverables required by this Agreement, including but not limited to Contract Documents, in such a manner that they shall be accurate, coordinated and in compliance with applicable federal, state, and local law, codes, and regulations. The Parties agree that the County's review of the deliverable in no way diminishes the Professional's warranty pertaining to the deliverables.
- E. Professional will attend scheduled meetings required by the County for the Project and related to administration of this Agreement, including any those with staff from County departments and offices and other stakeholders. Meeting protocols and obligations are included in the Scope of Services, **Exhibit "1"**.
- F. Professional will coordinate, cooperate, and work with any other consultants and contractors retained by the County. The Parties acknowledge that there is nothing in this Agreement that precludes County from retaining other professionals for similar or same Services or from independently performing the Services provided under this Agreement on its own.
- G. Pursuant to and to the extent Section 558.0035, Florida Statutes is applicable, AN INDIVIDUAL EMPLOYEE OR AGENT OF PROFESSIONAL MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE SCOPE OF SERVICES PROVIDED IN THIS AGREEMENT.

5. **Payments.**

- A. For the timely and complete performance of the Services described in this Agreement, the County agrees to pay and Professional will accept, an amount not to exceed of sum of **One Million, Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00) per Fiscal Year**, arrived at utilizing the rates contained in the Payment Schedule attached hereto as **Exhibit "2"** and incorporated herein by this reference. Other than the rates and fees listed in Exhibit "2" Professional shall not be entitled to payment for any other expenses, fees, or costs that may incur at any time and in connection with its/her/his performance hereunder. For the purposes of this Agreement, a Fiscal Year is defined as October 1st through September 30th.
- B. As a condition precedent for any payment, Professional shall submit monthly invoices to the County, on or about the same day each month, requesting payment for Services properly rendered and expenses due. Professional shall submit invoices to the County at the following address, unless otherwise directed by the County:
 - Alachua County Public Works Department
 - Attn: Public Works Manager
 - 12 SE 1st Street
 - Gainesville, Florida 32601
 - jflegert@alachuacounty.us
- C. Professional's invoice must describe the Services rendered, the date performed and the person(s) rendering such Services. Professional's invoice shall be accompanied by documentation or data in support of expenses, as the County may require. Each invoice

shall constitute the Professional's representation to the County that the Services listed have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the Professional of the amount invoiced, all obligations of the Professional to others, including its consultants and subcontractors, will be paid in full.

- D. The County will make payment to Professional for amounts properly invoiced, as set out below, and in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.
- E. In the event that the County becomes credibility informed that any representations of the Professional relating to payment are wholly or partially inaccurate, the County may withhold payment of sum then, or in the future, otherwise due to the Professional until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.
- F. Prior to the submission of requests for final payment, the County representative and the Professional will conduct a project close-out session with County staff, ensuring that the County is satisfied with the project. As a minimum, the close-out session should include: 1) Review of project documents and 2) Inventory of transmittals; with User Group. In the event this section conflicts with a section of the Scope of Services on close-out, this Scope of Services section will prevail over this paragraph.
- G. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Continuation of this Agreement beyond the term or the end of any County fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.
- H. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Professional agrees to cooperate with County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Services and as specifically required by the granting agency, and receiving no payment until all required forms are completed and submitted.

6. **Insurance.** Professional will procure and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and in the minimum amounts detailed in **Exhibit "3"** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit "3-A"**.

7. **Deliverables and Construction Documents.**

- A. Any and all Project Deliverables required by this Agreement to be prepared by Professional, will be done in such a manner that they shall be accurate, coordinated and adequate for the purposes intended. Professional represents that the Project Deliverables prepared under this Agreement will meet the requirements of all applicable federal, state and local codes, laws, rules and regulations and will be free from errors and omissions. The County's review of the Project Deliverables in no way diminishes the Professional's representations pertaining to the deliverables. All final plans and documents that are required by Florida Law to be endorsed and are prepared by Professional in connection with the Services shall bear the endorsement of a person in the full employment of the Professional or duly retained by Professional and

- duly licensed in the appropriate professional category.
- B. All Project Deliverables are the sole property of County and may be used by County for any purpose without restriction or limitation of use for this Project for the life of the facilities designed and constructed as part of the Project, and may be reproduced, used and published by the County for all purposes related to the Project, including but not limited to the permitting, construction, operation, maintenance, altering, repairing, remodeling and adding to the facilities designed and constructed as part of the Project.
- C. The County may allow its construction manager, contractors, consultants, and subcontractors, to reproduce applicable portions of the Deliverable, solely and exclusively for use in performing services or construction for this Project.
8. **Permits.** Professional will obtain, maintain, and pay for all necessary permits, permit application fees, licenses or any fees required for performing the Services, except for the building permit(s) which may be the responsibility of the Construction Manager and the County. The costs to obtain and maintain professional certifications or licenses regulated by federal, state, or local government, necessary to complete the Services, shall be the responsibility of the Professional. The costs necessary to obtain permits to complete the Services shall be reimbursable to the Professional by the County.
9. **Inspections.** County may have one or more representatives visit the site of the Project from time to time, or on a full-time basis, as the work progresses. Professional shall not interfere with the functions of said representatives and will cooperate and work with said representatives. No action or failure to act by a representative shall relieve Professional from any of its Services or obligations hereunder.
10. **Personnel.**
- A. Professional will assure that all Professional's personnel who perform the Services, or perform any part of the Services, are competent, reliable and experienced to perform their assigned task timely and satisfactory. The County reserves the right to terminate this Agreement due to a change in Professional's personnel. Pursuant to Section 558.0035, Florida Statutes if applicable, and to the extent allowed by law, AN INDIVIDUAL EMPLOYEE OR AGENT OF PROFESSIONAL PERFORMING SERVICES PROVIDED IN THIS AGREEMENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE SCOPE OF SERVICES.
- B. The Parties acknowledge that Professional may contract or otherwise retain the services of consultants, subcontractor or other professional (collectively, the "Consultants") to assist it in performing any of its services under this Agreement. Professional agrees, represents and warrants that shall include a provision in its agreements with its Consultants that the Consultants owe a duty to the County regarding the performance of Consultants' services to Professional, and that the County is an intended third-party beneficiary of said agreement.
11. **Alachua County Minimum Wage.** If, as determined by County, the Services to be performed under this this Agreement are 'Covered Services', as defined under the Alachua County Government Minimum Wage Ordinance ("Wage Ordinance"), then during the term of this Agreement and any renewals, Professional shall pay its 'Covered Employees', as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage ("Minimum Wage"), as may be amended by the County. Professional will require the same of its subcontractors and subconsultants who provide the Services. If applicable, Professional will certify this understanding, obligation, and commitment to County through a certification, a copy of which is attached hereto as **Exhibit "4"**. Professional will (a) post a copy of the Minimum Wage Rate in a prominent place of its principal place of business where it is easily seen by Covered Employees; (b) supply a copy to any Covered Employee upon request; (c) make any person submitting a bid for a subcontract for Covered Services aware of these requirements; and (d) include the necessary provisions in subcontracts to ensure compliance. The County shall not be deemed a necessary, or indispensable, party in any litigation between Professional and subcontractor. At this time of execution of this Agreement, the

prevailing Minimum Wage is as follows, which is subject to change during the term of this Agreement, and will be applicable without necessary of amendment to this Agreement:

\$17.00 per hour with qualifying health benefits amounting to at least \$2.00 per hour \$19.00 per hour without health benefits

If applicable to the Services under this Agreement and to Professional, failure to comply with the provisions of the Wage Ordinance will be deemed a breach of this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes.

12. **Default and Termination.**

- A. **Termination for Default:** The failure of Professional to comply with any provision of this Agreement will place Professional in default. If Professional is in default or fails to perform in accordance with the terms or conditions of this Agreement, the County may provide a written notice of default. The County Manager and his/her designee is authorized to provide notice of default on behalf of County and notice may be sent electronically. If the default is not corrected within the allotted time as specifically provided in the notice of default, the County Manager is authorized to provide Professional with written notice of termination of this Agreement on behalf of County. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if the date is not specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Professional.
- B. **Termination for Convenience:** County may terminate the Agreement without cause by providing written notice of termination for convenience to the Professional. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. Upon such notice, Professional will immediately discontinue all Services for the County currently or to be provided to the County, unless the notice from the County directs otherwise. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if the date is not specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Professional.
- C. **Termination for Unavailability of Funding:** If funds to finance this Agreement become unavailable, as determined by the County, County may terminate this Agreement upon written notice to Professional. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if the date is not specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Professional.
- D. Upon termination of this Agreement, the County may obtain the Services from any other sources, firms, and individuals, and may use any method deemed in the County's best interest. Upon notice of termination, unless otherwise directed by the County in writing, the Professional will (a) stop work on the termination date, (b) transfer all Services in process to the County, (c) deliver to County all data, drawings, specifications, reports, estimates, summaries, and other records as may have been accumulated by Professional in performing this Agreement, whether completed or in draft. In the event of termination, Professional's recovery against County shall be limited to that portion of this Agreement amount earned for Services done up to the date of termination. Professional shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.

13. **Indemnification.** THE PROFESSIONAL AGREES TO INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS,

OFFICERS, AND EMPLOYEES (COLLECTIVELY “ALACHUA COUNTY”) FROM ANY LIABILITIES, DAMAGES, CLAIMS, DEMANDS, LOSSES AND COSTS, INCLUDING ATTORNEYS’ FEES, BROUGHT AGAINST ALACHUA COUNTY TO THE EXTENT CAUSED BY THE NEGLIGENCE, RECKLESSNESS, OR INTENTIONALLY WRONGFUL CONDUCT OF THE PROFESSIONAL OR PROFESSIONAL’S EMPLOYEES, OFFICERS, AGENTS, OR OTHERS UTILIZED BY PROFESSIONAL IN THE PERFORMANCE OF THE SERVICES TO BE PERFORMED UNDER THIS AGREEMENT, INCLUDING ITS ATTACHED EXHIBITS. This remedy provided to the County is in addition to and not in lieu of any other remedy available under this Agreement or otherwise available under the law. This obligation shall in no way be limited in any nature by any limitation on the amount or type of Professional’s insurance coverage. Professional and County will jointly cooperate with each other in the event of any litigation concerning this Agreement, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

14. **Notice.** Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party written notice of election to change the address.

To Professional:

Causseaux Hewett & Walpole, LLC
11801 Research Drive
Alachua, Florida 32615
marketing@chw-inc.com

To County:

Alachua County Public Works Department
Attn: Public Works Manager
12 SE 1st Street
Gainesville, Florida 32601
jflegert@alachuacounty.us

cc: With a copy electronically sent to:

Alachua County Procurement, Attn: Contracts
acpur@alachuacounty.us
Clerk of Court, Attn Finance & Accounting
dmw@alachuaclerk.org

15. **Other Services.** Upon request of the County, the Professional shall testify in any legal proceeding or deposition, concerning the services provided for the Project, and shall make available to the County any personnel or consultants employed or retained by the Professional for the purpose of reviewing, studying, analyzing or investigating any claims, contentions, allegations, or actions relating to, or arising out of, the services provided for the Project at an hourly rate based on the schedule attached in Exhibit “2”. Also at the request the County, the Professional agrees to provide additional services as may not be clearly set forth in the agreement.

16. **Standard Clauses.**

A. **Public Records.** In accordance with §119.0701, Florida Statutes, Professional, *when acting on behalf of the County*, shall keep and maintain ‘public records’ as required by Florida law, and shall:

1. Keep and maintain public records required by the County to perform the service.

2. 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 Florida law or as otherwise provided by law.
3. 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 term of this Agreement and following completion of the Agreement if Professional does not transfer the records to the County.
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Professional or keep and maintain public records required by the County to perform the Service. If Professional transfers all public records to the County upon completion of the Agreement, Professional shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Professional keeps and maintains public records upon completion of the Agreement, Professional 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 County's information technology systems.

IF PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT publicrecordsrequest@alachuacounty.us OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

If Professional fails to comply with this section, Professional will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Professional who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

Professional will take reasonable measures to protect, secure and maintain any data held by Professional in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Professional suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Professional shall immediately notify the County in writing and will work, at Professional's expense, to prevent or stop the data breach.

B. Confidential Information. During the term of this Agreement, Professional may claim that some of Professional's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Professional in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida's public record laws. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the Confidential Information that is clearly identified by Professional. County will promptly notify Professional in writing if the County receives a request for disclosure of Professional's Confidential Information. Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. County reserves the right to require the Professional to submit to an audit, by any auditor of the County's choosing. Professional shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. Professional shall retain all records pertaining to this Agreement and upon request make them available to County for three (3) complete calendar years following expiration or termination of the Agreement. Professional agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial

standards. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Professional to the County, Professional shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). Any adjustments or payments which must be made as a result of any such audit or inspection of the Professional's invoices or records must be made. If the Overcharged Amount is equal to or greater than \$50,000.00, Professional shall pay to County the Overcharged Amount and the Audit Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of Professional. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing to Professional whether under this Agreement and any other agreement between Professional and County. If such amounts owed to Professional are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Professional hereby shall pay such remaining amounts to County. Payment is due within a reasonable amount of time, but in no event may the time exceed sixty (60) calendar days, from presentation of the County's audit findings to Professional. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable cost of the work or Services. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Professional in performance of the Services under this Agreement. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

C. Laws & Regulations. Professional will comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the work required by this Agreement. Professional is presumed to be familiar with all laws, ordinances, regulations, and rules that may in any way affect the work outlined in this Agreement. If Professional is not familiar with laws, ordinances, rules and regulations, Professional remains liable for any violation and all subsequent damages, penalties, or fines.

D. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.

E. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. The County and Professional each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

F. Additional Services. Additional services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment by the Parties.

G. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party or any person who is not a party to this Agreement.

H. Independent Contractor. In the performance of this Agreement, Professional is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by Professional and its employees in the full performance of the Services referenced in this Agreement. The Professional does not have the power or authority to bind the County in any promise, agreement or representation.

I. E-Verify. Professional shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Professional during the term of the Agreement. Professional shall expressly require any subcontractors performing work or providing Services under this Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

J. Conflict of Interest. Professional warrants that neither Professional nor any of Professional's employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify County of any conflict of interest due to any other clients, contracts, or property interests.

K. Prohibition Against Contingent Fees. As required by §287.055(6), Florida Statutes, the Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Professional breaches this provision, the County has the right to terminate this Agreement without liability, and at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

L. Force Majeure. The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, pandemics, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.

M. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

N. Collusion. By signing this Agreement, Professional declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

O. Counterparts. This Agreement may be executed in any number of and by the Parties on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Agreement shall constitute valid and sufficient delivery in order to complete execution and delivery of this Agreement and bind the Parties to the terms hereof.

P. Severability and Ambiguity. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Agreement.

Q. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing a manual written or electronic signature, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

R. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates under each signature: the County, through the Chair of the Board of County Commissioners, who is authorized to sign and by Professional, through its duly authorized representative.

PROFESSIONAL

By: Robert J. Walpole
36DD409FEA1A45E...

Print: Robert J. Walpole

Title: COO

Date: 3/25/2024

IF THE PROFESSIONAL IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

ALACHUA COUNTY, FLORIDA

By: _____
Mary C. Alford, Chair

Board of County Commissioners

Date: _____

ATTEST

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

Exhibit 1: Scope of Services

Scope of Services

1. Purpose

The purpose of this Agreement is to provide Professional Land Surveying and Plat Preparation Services on an as-needed basis.

The annual services contract will not guarantee the successful consultant(s) a specified dollar value of work or limit the County's right to seek proposals and award other Professional Surveying Services to firm(s) other than the selected consultant(s) for this annual services contract and approved by the procurement Manager.

2. Background

The Public Works Department provides professional surveying services for the County and at times utilizes consultants for staff augmentation and specialty services.

All work shall be performed under the direction and supervision of a Professional Surveyor licensed in the State of Florida.

The County shall advise the provider of the need for services and shall furnish details of the project for which services are being solicited. The Provider shall consult with the County on the surveying requirements of the project and using sound judgment make recommendations for a proposed scope of work.

The County reserves the right to make multiple awards from this solicitation and/or utilize other providers for Professional Surveying Services.

3. General Requirements

- A. Contracts awarded under this RFP are defined as continuing services agreements where performance of the scope is for an undefined number of projects. Task work orders/purchase order request for detailed project scope of services shall be issued as needed.
- B. All personnel assigned to the work shall be fully qualified, licensed as necessary, and all facilities employed shall be adequate for the work required.
- C. All services performed by the Consultant shall be executed in cooperation and coordination with the County and in the performance of such services, the Consultant shall: Maintain close liaison and cooperation with the County during performance of the work hereunder to obtain agreement and coordination of the various phases of work contained herein.
 1. Attend all meetings and conferences as arranged and required by the County during the progress of the work hereunder to discuss any matters relating to the work.
 2. Provide the County with written memorandum or documentation necessary to confirm and record the understandings and agreements resulting from meetings and conferences.
- D. The Surveyor agrees to perform professional surveying services as assigned by the County Surveyor or County Engineer. This is a non-exclusive professional surveying agreement, and the County may enter into other agreements for the performance of surveying services as deemed in the best interest of the County and approved by the Procurement Manager.

- E. The provisions contained in this section are intended to be cooperative with, to supplement or to modify Instructions to Bidders, Terms and Conditions. In case of any conflict with such sections, the intent of any kind and all Technical Specifications shall govern.

4. Scope of Surveying Services

1. Surveying services shall be provided in accordance with Chapter 61G17-6, Rules of the Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Minimum Technical Standards, latest edition.
2. Reimbursement will be made on an hourly basis for each classification of personnel and for actual expenses as per this agreement.
3. The Consultant(s) selected may provide any of the following services, including but not limited to:
 1. Boundary Surveys
 2. Right-of-Way Surveys
 3. Construction Layout Surveys
 4. Topographic Surveys
 5. As-Built Surveys
 6. Quantity Surveys
 7. Vertical Control Surveys
 8. Surveying Cost Estimates
 9. Mapping
 10. Horizontal Control Surveys
 11. Hydrographic Surveys
 12. Record Surveys
 13. Specific or Special Purpose Surveys
 14. Description and Description Sketches

Exhibit 2: Payment Schedule and Rates

Classification	Rate*	
Director/Professional Surveyor & Mapper	\$ 200.00	
Senior Project Manager (Survey)	\$ 185.00	
Professional Surveyor & Mapper	\$ 170.00	
Chief of Surveys	\$ 135.00	
1-Man GPS Field Operator	\$ 130.00	
2-Man Field Crew	\$ 166.00	
3-Man Field Crew	\$ 210.00	
Senior CADD/GIS Designer	\$ 130.00	
CADD Designer II/GIS Technician	\$ 120.00	
Project Coordinator	\$ 80.00	
SUE Tech III (QL B designations)	\$ 150.00	
SUE Truck (QL A Test Hole Locations)	\$ 750.00	per Test Hole (Includes Crew)

**per hour unless otherwise noted*

Exhibit 3: Insurance Requirements

TYPE “B” INSURANCE REQUIREMENTS “Professional or Consulting Services”

Architect shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Architect, his agents, representatives, employees or subconsultants.

I. COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

II. AUTOMOBILE LIABILITY.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

III. WORKERS COMPENSATION AND EMPLOYER’S LIABILITY.

- A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- B Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

IV. PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).

Professional (E&O) Liability must be afforded for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate

V. OTHER INSURANCE PROVISIONS.

- A The policies are to contain, or be endorsed to contain, the following provisions:
- B Commercial General Liability and Automobile Liability Coverages
 - 1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Architect; products and completed operations of the Architect; or automobiles owned, leased, hired or borrowed by the Architect.
 - 2 The Architect’s insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Architect’s insurance and shall be non-contributory.
- C All Coverages
 - 1 The Architect shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a “claims made” or “per occurrence” form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

VI. **SUBCONSULTANTS**

Contractors shall include all subcontractors as insured under its policies. All sub consultants shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

Exhibit 3-A: Certificate of Insurance

Exhibit 4: Certification of Meeting Alachua County Wage Ordinance

Contact Title: #14215 - Annual Professional Surveying Services

Contract No. 14215

RFP No. 24-23-LC

The undersigned, who is authorized on behalf of the Contractor, certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with the Alachua County Government Minimum Wage requirements (“Wage Ordinance”) contained in the Alachua County Code, as may be amended.

Causseaux Hewett & Walpole, LLC
11801 Research Drive
Alachua, Florida 32615
marketing@chw-inc.com

PROFESSIONAL

By: Robert J. Walpole
30DD409FEA1A45E...
Print: Robert J. walpole
Title: COO
Date: 3/25/2024

Certificate Of Completion

Envelope Id: E2ABB3EFD6084BE0AB9842E7FD17783F	Status: Completed
Subject: Complete with DocuSign: #14215 - Annual Professional Surveying Services with CHW, LLC.pdf	
Source Envelope:	
Document Pages: 17	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Michelle Guidry
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	mguidry@alachuacounty.us
	IP Address: 163.120.80.11

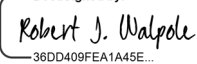
Record Tracking

Status: Original	Holder: Michelle Guidry	Location: DocuSign
3/25/2024 9:08:05 AM	mguidry@alachuacounty.us	
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Signer Events

Robert J. Walpole
 walpole@chw-inc.com
 COO
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 36DD409FEA1A45E...
 Signature Adoption: Pre-selected Style
 Using IP Address: 68.105.161.102

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 Signed: 3/25/2024 9:46:08 AM

Electronic Record and Signature Disclosure:
 Accepted: 3/25/2024 9:45:39 AM
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Signature

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Status

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Intermediary Delivery Events

Status

Timestamp

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Status

Timestamp

Carbon Copy Events

Status

Timestamp

Thomas (Jon) Rouse
 trouse@alachuacounty.us
 Contracts Supervisor
 Alachua County Board of County Commissioners
 Security Level: Email, Account Authentication (None)

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Barbara Fair
 bafair@alachuacounty.us
 Security Level: Email, Account Authentication (None)

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Carbon Copy Events	Status	Timestamp
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Carolyn Miller
crmiller@alachuacounty.us
Procurement Specialist
Procurement
Security Level: Email, Account Authentication
(None)

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Shannon Braddy
shannonb@chw-inc.com
Security Level: Email, Account Authentication
(None)

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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	3/25/2024 9:45:39 AM
Signing Complete	Security Checked	3/25/2024 9:46:08 AM
Completed	Security Checked	3/25/2024 9:46:11 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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From time to time, Alachua County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Alachua County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mguidry@alachuacounty.us

To advise Alachua County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mguidry@alachuacounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request paper copies from Alachua County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Alachua County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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- Until or unless you notify Alachua County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Alachua County during the course of your relationship with Alachua County.