

**CONTINUING SERVICES AGREEMENT NO. 12074 WITH WALKER ARCHITECTS FOR ANNUAL ARCHITECTURAL AND ENGINEERING (A&E) SERVICES FOR CAPITAL CONSTRUCTION LESS THAN \$4 MILLION**

This Agreement is entered into on November 9, 2021, between Alachua County, Florida, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and Walker Architects, Inc., a Florida Corporation with a principle business address located at 2035 NW 13<sup>th</sup> Street, Gainesville, FL 32609, hereinafter referred to as "Professional" (collectively hereinafter the Professional and County referred to as "Parties").

**WITNESSETH,**

**WHEREAS**, the County issued RFP No. 22-35 seeking qualified Professionals to furnish Annual Architectural & Engineering Services for Capital Construction Projects Less Than \$4 Million in Alachua County, Florida; and

**WHEREAS**, after evaluating and considering all timely responses to RFP No. 22-35, the County identified the Professional as a top ranked firm; and

**WHEREAS**, the County desires to contract the Professional to provide the services described in RFP No. 22-35 and the Professional desires to provide such services to the County in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. **Term.**

1.1. This Agreement is effective upon execution and will continue until September 30, 2022, unless, earlier terminated as provided herein. This Agreement may be amended at the option of the County for two (2) additional two (2) year terms at the terms and conditions outlined herein.

1.2. 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. Therefore, the continuation of this Agreement beyond the end of any 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 Supplemental Agreement.

2. **Representations.** By executing this Agreement, the Professional makes the following express representations to the County:
  - 2.1. The Professional is qualified to act as the Professional and is licensed to practice in the field of architectural and engineering services by all public entities having jurisdiction over the Professional;
  - 2.2. The Professional shall maintain all necessary licenses, permits or other authorizations necessary to act as a Professional for the County during the term of this Agreement;
  - 2.3. When requested by the County, the Professional will become familiar with the subject project site and the local conditions under which the subject project will to be designed, constructed and operated;
  - 2.4. When requested by the County, the Professional shall prepare all deliverables including, but not limited to: all Agreement plans and specifications, in such manner that they will be accurate, coordinated and adequate for the purposes intended and shall be in conformity and comply with all applicable law, codes and regulations;
  - 2.5. The Professional represents that any deliverables prepared by the Professional under this Agreement will be adequate and sufficient to accomplish the purposes of the project and meet the requirements of all applicable federal, state and local codes and regulations.
  - 2.6. The Professional acknowledges that the County's review of the deliverables in no way diminishes the Professional's representations pertaining to the deliverables.
  
3. **Duties of the Professional.** The Professional shall have and perform the following duties, obligations, and responsibilities to the County as outlined in **Exhibit 1**, attached hereto and incorporated herein. This Agreement standing alone does not authorize the performance of any work or require the County to place any orders for work.

4. **Authorization for Services.**

4.1 Authorization for performance of professional services by the Professional under this Agreement shall be in the form of written Work Orders issued and executed by the County and signed by the Professional. A sample Work Order is attached hereto as **Exhibit 2**. Each Work Order shall describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The Work Orders will be issued under, and shall incorporate the terms, of this Agreement. The County makes no covenant or promise as to the number of available projects, or that the Professional will perform any project for the County during the life of this Agreement. The County reserves the right to contract with other Parties for the services contemplated by this Agreement when it is determined, by the County, to be in its best interest to do so.

4.2 The Facilities Management Department Director, Public Works Director/County Engineer, or their specified designee, are authorized to initiate and sign Work Orders and Amendments and modifications to Work Orders on behalf of the County.

4.3 Change Orders to existing Work Orders will be authorized by a Work Order Change Order (**Exhibit 2-A**).

5. **Compensation.** The County agrees to compensate the Professional for its services called for by the County under this Agreement, an amount NOT to Exceed (NTE) Two Million Dollars and Zero Cents (\$2,000,000.00) annually. Projects may be executed up to the NTE amount on a "Fixed Fee" basis, a "Time Basis Method" or a combination of methods.

5.1. If a Work order is issued for a "Fixed Fee Basis" then the applicable Work Order Fixed Fee amount will include any and all reimbursable expenses.

5.2. If a Work Order is issued under a "Time Basis Method", then the Professional shall be compensated in accordance with the rate schedule attached as **Exhibit 3**

5.3. In the event the work requires a combination of both types of compensation a separate Work Order shall be completed for each type of compensation. Detailed supporting documentation shall be provided with the Work Orders.

6. **Reimbursable Expenses.** If a Work Order is issued on a "Time Basis Method", then the

reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable Not to Exceed Amount or Limitation of Funds amount set forth in the Work Order, and to conditions, restrictions, and limitations of §112.061, Florida Statutes. Reimbursable expenses may include actual expenditures made by the Professional, its employees, or its associates, in the interest of the Project for the expenses listed in the following paragraphs:

- 6.1. Expenses for travel when traveling in connection with a project, based on §112.061(7) and (8), Florida Statutes, or their successor and with the prior approval of the County.
- 6.2. Fees paid for securing approval of authorities having jurisdiction over a project.
- 6.3. Actual expense of reproductions, postage and handling of drawings and specifications.
- 6.4. If authorized in writing in advance by the County, the cost of other expenditures made by the Professional in the interest of a project provided such expenditures are in accordance with the Scope of Services and Work Order as approved by the County.
- 6.5. If the Professional's duties, obligations, and responsibilities are materially changed through no fault of the Professional after execution of this Agreement, additional compensation shall be paid as provided in **Exhibit 1**.
- 6.6. The Parties may agree for the Professional to assume the services of this Agreement and other required regulatory or permit fees, provided such agreement is memorialized in the form of a written Work Order that is executed by both Parties and identifies the amount(s) that the County will pay the Professional for those services (the "Direct Costs"). Direct Costs shall be negotiated per each written Work Order. No mark-up will be allowed on the Direct Costs.

## 7. ALACHUA COUNTY MINIMUM WAGE

- 7.1. The Work performed through this Agreement is considered covered services under Chapter 22, Article 12, of the Alachua County Code of Ordinances ("Wage Ordinance"), which establishes a government minimum wage for certain professionals and subcontractors providing selected services to Alachua County government. "Covered Employees," as defined in the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Agreement.

- 7.2. The Professional shall provide certification, the form of which is attached hereto as **Exhibit 5**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as may be amended by the County on or before October 1st of each year, as well as ensuring that it will require the same of its subcontractors throughout the duration of this Agreement.
- 7.3. The Professional shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Professional is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements.
- 7.4. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, Florida Statutes.
- 7.5. The Professional will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the professional and subcontractor.

8. **Payment.**

- 8.1. As a condition precedent for any payment, the Professional shall submit a monthly invoice to the County requesting payment for services properly rendered and expenses due, unless otherwise agreed in writing by the County. The Professional's invoice shall describe with reasonable particularity: each service rendered, the date thereof, the time expended (if billed by hour), and the person(s) rendering such service. The Professional's invoice shall be accompanied by such documentation, or data in support of expenses, for which payment is sought as the County may require. If payment is requested for services rendered by Professional, the invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall bear the signature of the Professional, which will constitute the Professional's representation to the County that the services indicated in the invoice have: reached the level stated, served a public purpose, been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of the Professional covered by prior invoices have been paid in full,

and that the amount requested is currently due and owing, there being no reason known to the Professional that payment, of any portion, thereof should be withheld. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Professional to others, including its consultants, incurred in connection with the Project, will be paid in full. The Professional shall submit invoices to the County at the following address:

Alachua County Facilities Management Department Director  
915 SE 5<sup>th</sup> Street  
Gainesville, Florida, 32601  
[FacFiscal@alachuacounty.us](mailto:FacFiscal@alachuacounty.us)

Or

Alachua County Public Works Director/County Engineer  
5620 NW 120<sup>th</sup> Lane  
Gainesville, Florida 32653  
[rgavarrete@alachuacounty.us](mailto:rgavarrete@alachuacounty.us)

- 8.2. In the event that the County becomes credibly informed that any representations of the Professional relating to payment are wholly, or partially, inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Professional until the inaccuracy, or inaccuracies, and the cause thereof, is corrected to the County's reasonable satisfaction.
- 8.3. The County shall make payment to the Professional, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII (Local Government Prompt Payment Act), Florida Statutes.
- 8.4. Payments shall be made to the following address:

Walker Architects, Inc.  
2035 NW 13<sup>th</sup> Street  
Gainesville, FL, 32609  
[info@walker-arch.com](mailto:info@walker-arch.com)

9. **Notice.** Except as otherwise provided in this Agreement, all notices to be provided under this

Agreement from either party to the other party must be by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii) by personal delivery with receipt, or (iii) via electronic mail. All notices shall be deemed two (2) business days after mailing, unless deliver is by personal deliver in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Professional's and County's representatives are:

**County:**

Alachua County Facilities Management Department Director  
915 SE 5<sup>th</sup> Street  
Gainesville, Florida, 32601  
[FacFiscal@alachuacounty.us](mailto:FacFiscal@alachuacounty.us)

Or

Alachua County Public Works Director/County Engineer  
5620 NW 120<sup>th</sup> Lane  
Gainesville, Florida 32653  
[rgavarrete@alachuacounty.us](mailto:rgavarrete@alachuacounty.us)

**Professional:**

Walker Architects, Inc.  
2035 NW 13<sup>th</sup> Street  
Gainesville, FL, 32609  
[info@walker-arch.com](mailto:info@walker-arch.com)

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Jess" Irby, Esq.  
Clerk of the Court  
12 SE 1<sup>st</sup> Street  
Gainesville, FL 32601  
ATTN: Finance and Accounting  
[dmw@alachuaclerk.org](mailto:dmw@alachuaclerk.org)

And

Procurement Division  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida 32601

Attn: Contracts  
[acpur@alachuacounty.us](mailto:acpur@alachuacounty.us)

**10. Default and Termination.**

- 10.1. The failure of the Professional to comply with any provision of this Agreement will place the Professional in default. Prior to terminating the Agreement, the County will notify the Professional in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Professional seven (7) days to cure the default. The Facilities Management Manager is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the County Manager is authorized to provide final termination notice on behalf of the County to the Professional.
- 10.2. The County may also terminate the Agreement without cause by providing written notice to the Professional (hereinafter, "Termination for Convenience"). The County Manager is authorized to provide written notice of Termination for Convenience on behalf of the County. Upon such notice, Professional will immediately discontinue all Work affected (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Professional in performing this Agreement, whether completed or in process. In the event of such Termination for Convenience, Professional's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but 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 Work or additional services not performed.
- 10.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four (24) hours' notice in writing to the Professional. The County will be the final authority as to the availability of funds. The County will pay the Professional for all Work completed prior to delivery of notice of termination. In the event of such Termination, Professional's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but 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 Work not performed.

11. Additional Services.

- 11.1 In the event that the County desires Professional to perform “Additional Services” regarding Architectural and Engineering Services which are not specifically contained in the Scope of Services, the Parties may enter into an amendment to this Agreement, to provide for the provision of such Additional Services by Professional and, therefore, payment by the County. All such Additional Services shall be furnished at the rates set forth in **Exhibit 3. “ADDITIONAL SERVICES”** - are defined as additional design services requested by the County beyond the requirements of the Included Services or those proposed as a part of the response to the RFP.
- 11.2 Professional shall inform the County if any Additional Services are necessary for Professional to perform the Included Services. If the County desires to approve any Additional Services requested to be performed by the Professional, the Parties shall negotiate total fee based on the Additional Services to be provided. The agreed upon scope of services and fees for the Additional Services must be in writing and executed by both Parties in advance of the work being performed. The negotiated fee shall be calculated using the billable rates specified in **Exhibit 3**. There shall be no overtime pay on Additional Services. A not to exceed amount shall be included on each Task Work Order. No mark-up will be allowed on these costs.
- 11.3 In accordance with sub-paragraph 6.6 of this Agreement, the County will reimburse the Professional for the following services: Geotechnical Engineering Services, Environmental Studies, Soil Exploration, Material Testing, Traffic Studies, Permit Fees, Easements, Approval Fees, Regulatory Fees, Land Planning Services, and Assessments that are not under this Agreement. The negotiated fee shall be calculated using the billable rates specified in **Exhibit 3**. There shall be no overtime pay on Additional Services. A not to exceed amount shall be included on each Task Work Order. No mark-up will be allowed on these costs.

12. **Agreement and Work Order in Conflict.** Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, this Agreement including its Exhibits, attached hereto, shall prevail.

13. **Project Records.**

13.1. **General Provisions:**

13.1.1. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

13.1.2. In accordance with §119.0701, Florida Statutes, the Professional, *when acting on behalf of the County*, as provided under 119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. 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 unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Professional shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

13.1.3. Professional shall 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 this Agreement and following completion of this Agreement if the Professional does not transfer the records to the County.

13.2. **Confidential Information:**

13.2.1. During the term of this Agreement, the Professional may claim that some or all 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 Public Record Act. 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 information properly identified by the Professional as “Confidential Information” or “CI.”

13.2.2. The County shall promptly notify the Professional in writing of any request received by the County for disclosure of Professional’s Confidential Information and the Professional may assert any exemption from disclosure available under applicable law by seeking a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Professional shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Professional’s sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Professional releases County from claims or damages related to disclosure by County.

13.3. **Project Completion:** Upon completion of the Work, or in the event this Agreement is terminated, the Professional, *when acting on behalf of the County* as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of the Professional or keep and maintain public records required by the County to perform the service. If the Professional transfers all public records to the County upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Professional keeps and maintains public records upon the completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All

records stored electronically shall be provided to the County, upon request from the Counties custodian of public records, in a format that is compatible with the information technology systems of the County.

- 13.4. **Compliance:** The Professional may be subject to penalties under §119.10, Florida Statutes, if the Professional fails to provide the public records to the County within a reasonable time.

**IF THE PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE AT E-MAIL: [publicrecordsrequest@alachuacounty.us](mailto:publicrecordsrequest@alachuacounty.us); PHONE: (352) 384-3132; ADDRESS: 12 SE 1ST STREET, GAINESVILLE, FL 32601**

14. **Ownership of Deliverables.** All project deliverables and documents are the sole property of the County and may be used by the County for any purpose.
15. **Insurance.** The Professional will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amount detailed in **Exhibit 4**. A current Certificate of Insurance (COI), showing coverage of the type and in the amounts required is attached hereto as Exhibit 4-A.
16. **Permits.** The Professional will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.
17. **Laws and Regulations.** The Professional will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Professional is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Professional is not familiar with state and local laws, ordinances, code rules and regulations, the Professional remains liable for any violation and all subsequent damages or fines.

19. **Indemnification.**

- 19.1. To the maximum extent permitted by Florida law, the Professional shall indemnify and hold harmless the County and its officers and employees from any and all liabilities,

damages, losses and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentional wrongful misconduct of the Professional or anyone employed or utilized by the Professional in the performance of this Agreement. Professional agrees that indemnification of the County shall extend to any and all Work performed by the Professional, its subcontractors, employees, agents, servants or assigns.

19.2. The Professional obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

19.3. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Professional insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Contractor.

19.4. In any and all claims against the County or any of its agents or employees by any employee of the Professional, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Professional or any Subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts.

19.5. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

19. **Standard of Care.** The services of the Professional shall be performed with the skill and care which would be exercised by a qualified professional performing similar service at the time and place such services are performed. If the failure to meet these standards results in deficiencies in the substandard architectural or engineering design, the Professional shall furnish, at his own cost and expense, the redesign necessary to correct such deficiencies, and shall be responsible for any and all consequential damages arising from those deficiencies.

20. **Assignment of Interest.** The Professional and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County.

Therefore, the Professional hereby assigns to the County any and all claims for such overcharges as to goods, materials, or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose of any interest in this Agreement and shall not transfer any interest in same without the prior written consent of the other party.

21. **Successors and Assigns.** 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.
22. **Independent Contractor.** In the performance of this Agreement, the Professional is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by the Professional in the full performance of the Agreement.
23. **Collusion.** By signing this Agreement, the 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.
24. **Conflict of Interest.** The Professional warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify the County of any conflict of interest due to any other clients, Agreements, or property interests.
25. **Prohibition against Contingent Fees.** As required by §287.055(56), Florida's 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.

26. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.
27. **Severability and Ambiguity.** It is understood and agreed by the Parties to this Agreement 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 or provisions held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if jointly drafted by the Parties and no presumption, inference, or burden of proof shall arise favoring or disfavoring a Party by virtue or authorship of any or all of the Agreement's provisions. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professions, including legal professionals, in the review and execution of this Agreement.
28. **Non-Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
29. **Governing Law and Venue.** This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.
30. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
31. **Amendments.** The Parties may amend this Agreement only by mutual written Agreement of the Parties.
32. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
33. **Counterparts.** This Agreement may be executed in any number of and by the different Parties hereto 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 fax or email with pdf attachment by a party or its designated legal counsel of an

executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.

34. **Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Agreement.

35. **Entire Agreement.** This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

36. **Electronic Signature.** 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. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Professional with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), 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.

37. **U.S. Department of Homeland Security E-Verify System**

37.1. The 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. The E-Verify system is located at <https://www.uscis.gov/e-verify>.

37.2. The Professional shall expressly require any subcontractors performing work or providing services pursuant to the County’s 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 the agreement. The E-Verify system is located at <https://www.uscis.gov/e-verify>.

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: Maribelen Wheeler  
Kathleen, Chair  
Board of County Commissioners  
Date: 11/9/2021

ATTEST

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

APPROVED AS TO FORM

DocuSigned by:  
Diana Johnson  
9E292AC48776481  
Alachua County Attorney's Office

PROFESSIONAL

DocuSigned by:  
Joe Walker  
By: 0217E88199027446  
Print: Joe Walker  
Title: President  
Date: 9/14/2021

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 AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

## **EXHIBIT 1: SCOPE OF SERVICES**

### **SCOPE OF SERVICES**

The services requested, herein, are for Annual Architectural & Engineering Services for Building Construction Projects Less Than \$4 Million. The Professional will serve as the County's professional Architect and Engineer representative on projects and will give consultation to the County during the performance of their services. The Professional warrants that they now have or will secure, at their own expense, all personnel and facilities required to perform all services under the Contract within the period of time set forth.

#### **1. General Requirements**

The Professional selected will provide the following services, including but not limited to:

- 1.1. The Professional shall not have any direct or indirect contract relationship with any officer or employee of the County that will conflict with his ability to perform the work hereunder. All personnel assigned to the work shall be fully qualified and all facilities employed shall be adequate for the work required.
- 1.2. All services performed by the Professional shall be executed in cooperation and coordination with the County and in the performance of such services, the Professional shall:
  - 1.2.1. 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.
  - 1.2.2. Attend all meetings and conferences as arranged and required by the County during the progress of the work hereunder to establish design concepts, to review preliminary and final reports, secure agreement upon comprehensive and detailed basis of design, and discuss any other matters relating to the work.
  - 1.2.3. Provide the County with written memoranda to confirm and record the understandings and agreements resulting from meetings and conferences.
  - 1.2.4. Provide the County with schedules, including starting dates and contemplated completion dates for the several salient features of the work hereunder, and periodic

progress reports. Such schedules and progress reports shall be in such format and detail as the County may require.

1.2.5. Assist the County by furnishing the necessary design engineering data in the preparation of all documents necessary for any federal, state, city or county approvals or permits.

1.2.6. Respond to Requests for Information (RFIs) and other inquiries presented by the project team, i.e., Contractors and County within seven (7) business days.

## **2. Preliminary (Schematic Design) Phase**

During the schematic design phase, the Professional will:

- 2.1. Consult with the County to determine the County's requirements for the project.
- 2.2. Review and study the reports, documents and design development previously prepared by and for the County. It is agreed that the County shall make available to the Professional, copies of all reports, documents and preliminary design for purposes of this review and study.
- 2.3. Advise the County as to the necessity for providing or obtaining specialized services, including, without limitation, survey, subsurface investigation and the like and act as the County's technical representative in connection therewith.
- 2.4. Provide the County with statements of probable construction costs, construction schedules, and other preliminary data concerning construction of the proposed construction for use in overall analysis and planning of the project.
- 2.5. Provide the County with projected cost. If the lowest responsive bid exceeds the construction budget, the Professional will adjust the design plans and specifications to rebid the project at no cost to the County.
- 2.6. On the basis of the mutually agreed upon program and project budget requirements, the Professional shall prepare, for approval by the County, schematic design documents consisting of drawings and other documents illustrating the scale and relationship of the project components.

## **3. Design Development Phase**

After written authorization to proceed, the Professional will perform the services of the design

development phase in connection with the project, specifically including, but not limited to the following:

- 3.1. Advise the County as to the necessities of obtaining further services from others and act as the County's representative in connection with any such services.
- 3.2. Provide technical field direction of such services being conducted by others.
- 3.3. Arrange for acquisition of the services of such subcontractors as are approved by the County to perform surveys as necessary for the design, material determination and other environmental impacts. If any such subcontractor's services are acquired by the Professional, as approved by the County, the County will be responsible for reimbursing the Professional for the actual cost incurred by the Professional for such services.
- 3.4. Interpret and evaluate information obtained from all such surveys.
- 3.5. Evaluate information of conditions to be encountered at the site essential for design and construction purposes and investigate all available information necessary to accurately indicate existing and proposed locations of underground utilities and facilities.
- 3.6. Report errors in the survey discovered by the Professional to the County.
- 3.7. Consult with the County to establish general design criteria and standards for use in the project.
- 3.8. Prepare design development documents consisting of specific design criteria for the project and outline specifications to develop and establish the scope of the project.
- 3.9. Prepare a revised statement of probable construction costs for the project based on the information given in the design development documents.
- 3.10. Furnish two (2) hardcopy's and one (1) electronic copy of the above design development documents and statement of probable construction costs to the County for review and approval at the fifty percent (50%) and one hundred percent (100%) completion stages of all work, including any additions caused by Change Orders, e.g., adding solar to a re-roofing project, etc.

#### **4. Construction Document Phase**

After written authorization to proceed with the final design phase, the Professional will:

- 4.1. On the basis of the approved design development documents, prepare for incorporation in the contract documents detailed construction drawings and plans, hereinafter called

"drawings", to show the work to be performed by the contractor on the project and technical provisions, hereinafter called "specifications". Drawings, specifications, statement of probable construction costs and supporting documents will be submitted for review and approval by the County at the fifty percent (50%) and one hundred percent (100%) completion stages. Any changes, refinements, or modifications that may be required after each review shall be completed prior to proceeding further. A proposed complete and final draft of the contract documents shall be prepared by the Professional and submitted to the County for its approval.

- 4.2. Prepare architectural/engineering data and required architectural/engineering documents in order to secure, with the assistance of the County, approval and/or permits required by governmental authorities that have jurisdiction over design criteria applicable to the project.
- 4.3. Advise the County of any adjustment of the statement of probable construction costs for the project caused by changes in scope, design requirements, or construction costs and furnish a revised statement of probable construction cost for the project based on the completed drawings and specifications to the County.

## **5. Bidding or Negotiating Phase**

After written notice to proceed, the Professional shall perform the services of the bidding phase, specifically including, but not limited to the following:

- 5.1. Produce, assemble and deliver four (4) copies two (2) hardcopy's and one (1) electronic copy of the contract documents approved by the County for County use, respond to all inquiries from potential bidders and prepare necessary addenda.
- 5.2. Attend all pre-bid meeting, provide minutes for distribution after the pre-bid meeting, produce addendums and produce all communications in a format approved by the County.
- 5.3. Assist the County concerning the intent of the contract documents as such relate to subcontractors and other persons and organizations proposed by the general contractor.
- 5.4. Evaluate all bids submitted, including, without limitation, compliance with the specifications, costs and ability of the bidder to perform the work and other factors.
- 5.5. Recommend to the County the lowest, most responsive and responsible bidder.

## **6. Construction Administration Phase**

After written notice to proceed is given to the general contractor, the Professional shall provide construction monitoring and inspection, as described below. The construction administration phase will terminate one (1) year after final payment from the County to the general contractor. During the construction phase, the Professional will:

- 6.1. Provide professional architectural and engineering services, including, without limitation, interpretation of plans, drawings and specifications as deemed necessary to the project team.
- 6.2. Observe and inspect on at least a weekly basis, the progress and quality of the executed work and determine if the work is proceeding in substantial accordance with the contract documents. The Professional shall report to the County any work discovered that fails to conform to the contract documents or which in any way appears to be deficient, defective or otherwise not in accordance with good engineering or construction practices. The Professional shall take all practical steps necessary to ascertain that the contractor corrects such work at the contractor's expense.
- 6.3. Check and approve or disapprove submittals, the results of tests and inspections and other data that the general contractor is required to submit for the purpose of verifying acceptability in accordance with the contract documents. Check and approve or disapprove maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, as required in construction contracts related to the project.
- 6.4. The Professional, based on the Professional's and the Professional's Architectural design professionals' on-site inspections as experienced and qualified professionals, and upon their review of the general contractor's application for payment and supporting data, shall approve, or red-line and adjust the applied for amounts, or disapprove the general contractor's "Applications for Payment". The "Application for Payment" amount approved by the Professional will represent the Professional's opinion that the remaining work of the construction contract can be completed with the unpaid construction contract funds.
- 6.5. Inspect to determine if the project is substantially complete and a final inspection to determine if the project has been fully completed in substantial accordance with the contract documents, and the contractor has fulfilled all of his obligations thereunder so that the Professional may recommend approval, in writing, of final payment to the general

contractor.

## **7. As-Built Drawings**

The Professional shall perform the services for preparation and delivery of film reproducible as-built drawings to the County, specifically including, but not limited to the following:

- 7.1. Coordination, observation, cross-referencing and the performance of field surveys, as required to verify as-built drawings.
- 7.2. Make necessary revisions to reproducible documents to reflect actual facilities installed and/or constructed and provide such documents to the County.
- 7.3. Take all steps necessary to prepare and deliver to the County, as-built drawings within the one-month period following the date of final acceptance of the project by the County; such period includes the time required by the contractor to prepare, check and submit his as-built construction data.
- 7.4. The Professional will present to the County an electronic pdf copy of all computer aided design drawings produced for projects under the contract.

## **8. Permitting**

The Professional shall perform all permitting services, specifically including, but not limited to the following:

- 8.1. Commence permitting services as soon as practicable during the design phase and continue through construction until all conditions of the permits have been completed and the regulatory agencies exerting jurisdiction are duly notified.
- 8.2. Take all steps necessary to expedite permit processing to assure required permits will be approved and issued prior to commencement of construction operations.
- 8.3. Take all steps necessary, including the preparation of reports, plans, specifications, and other supporting documentation required and/or pertaining to applications for the project to secure application, issuance and approval of all permits required from federal, state, and local agencies.
- 8.4. Maintain close monitoring through the construction period to ascertain that the installations meet the particular conditions and/or stipulations set forth in the permits, as well as applicable governmental and environmental guidelines and regulations.

**Exhibit 2: Work Order Notice to Proceed for Continuing Agreements**

**Work Order No:** \_\_\_\_\_

**Billing/Invoice Reference No.:** \_\_\_\_\_

**Project Number:**

**Project Description: Annual A&E Services for Building Construction; Annual Architectural & Engineering Services for Building Construction Projects Less Than \$4 Million**

**County:** Alachua County, A Political Subdivision of The State of Florida.

**Date Issued:** \_\_\_\_\_

**Professional:** Walker Architects, Inc.

**Professional's Address:** 2035 NW 13<sup>th</sup> Street, Gainesville, FL 32609

Execution of the Work Order by County shall serve as authorization for the Professional to provide for the above project, professional services as set out in the Scope of Services attached as Exhibit "A," to that certain Agreement No. 12074 for Annual Architectural & Engineering Services for Building Construction Projects Less Than \$4 Million between the County and the Professional and further delineated in the specifications, conditions, and requirements stated in the following listed documents which are attached hereto and made a part hereof.

**ATTACHMENTS:**

- drawings/plans/specifications
- scope of services
- special conditions
- \_\_\_\_\_

The Professional shall provide said services pursuant to this Work Order, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

**TIME FOR COMPLETION:** The work authorized by this Work Order shall be commenced upon  the date written above or upon issuance of a  Notice to Proceed by County and shall be completed within \_\_\_\_\_ (\_\_\_\_) calendar days.

**METHOD OF COMPENSATION:**

(a) This Work Order is issued on a:

- fixed fee basis
- time basis method with a not-to-exceed amount
- fixed fee basis and time basis method with a not-to-exceed amount

(b) If the compensation is based on a "Fixed Fee Basis," then the Professional shall perform all work required by this Work Order for the sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_). In no event shall the Professional be paid more than the Fixed Fee Amount.

(c) If the compensation is based on a "Time Basis Method" with a Not-to-Exceed Amount, then the Professional shall perform all work required by this Work Order for a sum not exceeding \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_). The Professional's compensation shall be based on the actual work required by this Work Order.

(d) If the compensation is based on a "Time Basis Method" with a Limitation of Funds Amount, then the Professional is not authorized to exceed the Limitation of Funds amount of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_ ) without prior written approval of the County. Such approval, if given by the County, shall indicate a new Limitation of Funds amount. The Professional shall advise the County whenever the Professional has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The County shall compensate the Professional for the actual work performed under this Work Order.

The County shall make payment to the Professional in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by the Professional that this Work Order, until executed by the County, does not authorize the performance of any services by the Professional and that the County, prior to its execution of the Work Order, reserves the right to authorize a party other than the Professional to perform the services called for under this Work Order if it is determined that to do so is in the best interest of the County.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Work Order on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purposes stated herein.

**PROFESSIONAL:**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Signature

Title: \_\_\_\_\_  
Print Name and Title

Date: \_\_\_\_\_

**ALACHUA COUNTY, FLORIDA**

By: \_\_\_\_\_  
Alachua County

Date: \_\_\_\_\_

**Exhibit 2-A: Amendment to Work Order for Continuing Agreements**

AMENDMENT No. \_\_\_\_\_

NTP/Project No. \_\_\_\_\_

Date Issued: \_\_\_\_\_

Professional: Walker Architects, Inc.

Invoicing Reference No. \_\_\_\_\_

Contract Manager: \_\_\_\_\_

Project No.:

<b>Work Order Description:</b>
<b>Deliverable(s):</b>

Original Work Order Price:	
Total of Prior Approved Changes	
Amount of this Change in Work Order Add or (deduct)	
New Work Order Price with This Amendment:	

Original Completion Date: \_\_\_\_\_ (\_\_\_\_\_ days after NTP)

New Completion Date: \_\_\_\_\_ (\_\_\_\_\_ days after NTP)

Not valid until signed by County

**ALACHUA COUNTY:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PROFESSIONAL:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit 3: Fee Schedule

<b>Architect Fee Schedule (Walker Architects)</b>	
<b>Position</b>	<b>Rate</b>
Principal Architect	\$ 195.00
Registered Architect	\$ 160.00
Architect Project Manager	\$ 120.00
Architectural Technician	\$ 135.00
CAD Technician	\$ 80.00
Clerical	\$ 65.00
<b>MEP Engineer Fee Schedule (Mitchell Gulledge Engineering <sup>1</sup>)</b>	
<b>Position</b>	<b>Rate</b>
Principal Engineer	\$ 165.00
Mechanical Engineer	\$ 140.00
Electrical Engineer	\$ 140.00
Plumbing Engineer	\$ 140.00
Engineering Technician	\$ 125.00
CAD Technician	\$ 90.00
Clerical	\$ 70.00
<b>Other Engineering/Architectural Fee Schedule</b>	
<b>Position</b>	<b>Rate</b>
Structural Engineer (Wayland Structural Engineering)	\$ 165.00
Civil Engineer (CHW Professional Consultants <sup>2</sup> )	\$ 150.00
Landscape Architect (CHW Professional Consultants <sup>2</sup> )	\$ 150.00

1 - Mitchell Gulledge was featured in our response to RFP, but is not the only option for MEP engineering. Other engineers may be selected based on specific project requirements. This also applies to the other subconsultants listed.

2 - These rates are for a Civil Project Manager / Professional Engineer and a Landscape Project Manager / Professional Landscape Architect. Other rates may apply based on specific project requirements.

## Exhibit 4: Insurance Requirements

### TYPE "B" INSURANCE REQUIREMENTS

#### "Professional or Consulting Services"

Professional shall procure and maintain for the duration of the contract 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 contractor, his agents, representatives, employees or subcontractors.

#### 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 Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

2 The Contractor'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 Contractor's insurance and shall be non-contributory.

**C** All Coverages

1 The Contractor 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 form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

**VI. SUBCONTRACTORS**

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

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

## Exhibit 4-A: Certificate of Insurance



WALKE-2

OP ID: TN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements(s).

PRODUCER: Blue Barclay Group-NIS 511 E Kennedy Blvd, Suite 1000 Tampa, FL 33602 Tim Nolan	813-261-2680 CONTACT: Tim Nolan TEL No. Ext: 813-261-2680 FAX No: 813-261-2686 E-MAIL: tim@bluebarclay.com ADDRESS:	INSURER(S) AFFORDING COVERAGE INSURER A: RLJ Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:
---	--	---

## COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE	TYPE OF INSURANCE	AGL, BUR, GEN, AUTO	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PER <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	PSB0006147	02/10/2021	02/10/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Adv. sick person) \$ 10,000 PERSONAL & ADV. INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> TRUCKS ONLY <input checked="" type="checkbox"/> TRUCKS ONLY <input type="checkbox"/> TRUCKS ONLY <input checked="" type="checkbox"/> NON-SCHEDULED AUTO <input checked="" type="checkbox"/> NON-SCHEDULED AUTO	X	PSB0006147	02/10/2021	02/10/2022	COMBINED SINGLE LIMIT (Per accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION		PSB0006147	02/06/2021	02/06/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER'S EMPLOY (Mandatory in FL)	Y/N N/A	PSB0002978	02/10/2021	02/10/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - IA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 ARCHITECTS & ENGINEERS PROFESSIONAL LIABILITY ON A CLAIMS-MADE BASIS WITH DEFENSE COSTS INSIDE THE LIMITS OF LIABILITY.

## CERTIFICATE HOLDER

Alachua County Board of County Commissioners  
 First Floor  
 12 SE 1st Street  
 Gainesville, FL 32601-6983

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2018/03)

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**NOTEPAD:**

HOLDER CODE  
INSURED'S NAME Walker Architects Inc.

WALKE-2  
OP ID: TN

PAGE 2  
Date 09/14/2021

Alachua County Board of County Commissioners, its officials, employees and volunteers are listed as an additional insured, on a primary non-contributory basis, as respect the general liability and automotive liability insurance policies.

Alachua County Board of County Commissioners, its officials, employees and volunteers shall recieve a 30 day notice of cancellation for any reason other than non payment of premium which affords a 10 day cancellation notice.



**Exhibit 5: Certification of Meeting Alachua County Wage Ordinance**

The undersigned 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 Chapter 22, Article XII of the Alachua County Code of Ordinance (“Wage Ordinance”).

Walker Architects, Inc.  
2035 NW 13<sup>th</sup> Street  
Gainesville, FL 32609  
(352) 672-6448  
[info@walker-arch.com](mailto:info@walker-arch.com)

Project Description: *Annual A&E Services for Building Construction*, Annual Architectural & Engineering Services for Building Construction Projects Less Than \$4 Million

**PROFESSIONAL**

By:  \_\_\_\_\_  
0017E801895740

Print: Joe walker \_\_\_\_\_

Title: President \_\_\_\_\_

Date: 9/14/2021 \_\_\_\_\_

**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 AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.**

**Certificate of Completion**

Envelope Id: 6426E09B6A0742F2B96AC93E6205C9D7

Status: Completed

Subject: Please DocuSign: #12074 with Walker Architects, Inc for Annual A&amp;E Services for Building Constr...

Source Envelope:

Document Pages: 33

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Michelle Guidry

AutoNav: Enabled

mguidry@alachuacounty.us

Envelope Stamping: Enabled

IP Address: 163.120.80.69

Time Zone: (UTC-05:00) Eastern Time (US &amp; Canada)

**Record Tracking**

Status: Original

Holder: Michelle Guidry

Location: DocuSign

9/13/2021 1:56:32 PM

mguidry@alachuacounty.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Alachua County

Location: DocuSign

**Signer Events**

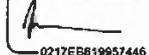
Joe Walker

jwalker@walker-arch.com

President

Security Level: Email, Account Authentication  
(None)**Signature**

DocuSigned by:



0217EB819957446...

Signature Adoption: Drawn on Device

Using IP Address: 216.81.250.226

**Timestamp**

Sent: 9/13/2021 2:01:13 PM

Resent: 9/14/2021 11:54:47 AM

Viewed: 9/14/2021 12:08:06 PM

Signed: 9/14/2021 12:08:37 PM

**Electronic Record and Signature Disclosure:**

Accepted: 9/14/2021 12:08:06 PM

ID: 93124cee-534a-4e6a-b878-b233f886cbb4

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****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)**COPIED**

Sent: 9/14/2021 12:08:40 PM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

9/13/2021 2:01:13 PM

Certified Delivered

Security Checked

9/14/2021 12:08:06 PM

Signing Complete

Security Checked

9/14/2021 12:08:37 PM

**Envelope Summary Events**

**Status**

**Timestamps**

Completed

Security Checked

9/14/2021 12:08:40 PM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

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](mailto: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](mailto: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.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **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](mailto: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](mailto: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.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- 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.

**EXHIBIT G**

Walker Architects, Inc.  
(Insert Name of Corporation)

**CORPORATE RESOLUTION GRANTING SIGNING AUTHORITY  
AND AUTHORITY TO CONDUCT BUSINESS**

The Board of Directors ("Directors") of Walker Architects, Inc., a  
(insert name of company)

Florida corporation (the "Corporation"), at a duly and properly  
(insert state of incorporation)

held meeting on the 27th day of April, 2021, did hereby consent to, adopt,  
ratify, confirm and approve the following recitals and resolutions:

**WHEREAS**, the Corporation is a duly formed, validly existing corporation in good standing under the laws of the State of Florida and is authorized to do business in the State of Florida; and

**WHEREAS**, the Corporation desires to grant certain persons the authority to execute and enter into contracts and conduct business on behalf of the Corporation.

**NOW, THEREFORE, BE IT RESOLVED**, that any of the following officers and employees of the Corporation listed below are hereby authorized and empowered, acting along, to sign, execute and deliver any and all contracts and documents on behalf of the Corporation, and to do and take such other actions, including but not limited to the approval and execution of contracts, purchase orders, amendments, change orders, invoices, and applications for payment, as in his or her judgment may be necessary, appropriate or desirable, in connection with or related to any bids, proposals, or contracts to, for or with to Alachua County, a charter county and political subdivision of the State of Florida:

<b>NAME</b>	<b>TITLE</b>
<u>Joe Walker</u>	<u>President</u>
<u>Tim Williams</u>	<u>Principal</u>
<u>Juli Mitchell</u>	<u>Principal</u>

**NAME**

**TITLE**

Gaurav Lohiya

Principal

**BE IT RESOLVED THAT**, these resolutions shall continue in full force and effect, and may be relied upon by Alachua County, until express written notice of their rescission or modification has been received by the Procurement Manager of Alachua County. Any revocation, modification or replacement of these resolutions must be accompanied by documentation satisfactory to the Procurement Manager of Alachua County, establishing the authority for the changes.

**IN WITNESS WHEREOF**, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 28th day of April, 20    , and do hereby certify that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors of the Corporation and that said meeting was held in accordance with state law and the Bylaws of the Corporation, and that the resolution is now in full force and effect without modification or rescission.

**(Corporate Seal) Secretary of the Corporation**

By:  \_\_\_\_\_

Joe Walker

(Print Secretary's Name)

**Certificate Of Completion**

Envelope Id: 4E337F45D4DB4F31BA69E8B79DAAED0D Status: Completed  
 Subject: Please DocuSign: #12074 with Walker Architects, Inc for Annual A&E Services for Building Constr...  
 Source Envelope:  
 Document Pages: 42 Signatures: 1 Envelope Originator:  
 Certificate Pages: 5 Initials: 0 Michelle Guidry  
 AutoNav: Enabled mguidry@alachuacounty.us  
 EnvelopeId Stamping: Enabled IP Address: 163.120.80.11  
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

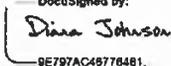
**Record Tracking**

Status: Original Holder: Michelle Guidry Location: DocuSign  
 9/14/2021 2:15:11 PM mguidry@alachuacounty.us  
 Security Appliance Status: Connected Pool: StateLocal  
 Storage Appliance Status: Connected Pool: Alachua County Location: DocuSign

**Signer Events**

Diana Johnson  
 dmjohnson@alachuacounty.us  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 9E797AC49776481

**Timestamp**

Sent: 9/14/2021 2:19:00 PM  
 Viewed: 9/14/2021 2:45:31 PM  
 Signed: 9/14/2021 2:49:08 PM

Signature Adoption: Pre-selected Style  
 Using IP Address: 163.120.80.69

**Electronic Record and Signature Disclosure:**  
 Accepted: 9/14/2021 2:45:31 PM  
 ID: 08ff96c0 92b0-4691-9383 b848752b70ad

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**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)

COPIED

Sent: 9/14/2021 2:49:12 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Jaye Athy  
 jathy@alachuacounty.us  
 Procurement Specialist  
 Alachua County Board of County Commissioners  
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 9/14/2021 2:49:12 PM  
 Viewed: 9/14/2021 2:56:01 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent

Hashed/Encrypted

9/14/2021 2:19:00 PM

Certified Delivered

Security Checked

9/14/2021 2:45:31 PM

Signing Complete

Security Checked

9/14/2021 2:49:08 PM

Completed

Security Checked

9/14/2021 2:49:12 PM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

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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.

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If you created a DocuSign account, you may update it with your new email address through your account preferences.

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#### **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: