

Grants & Contracts - Transmittal Memo

DATE: December 18, 2018

FROM: Purchasing Division, Contracts

TO: Kelli Hutchins, Ken Fair, Brian Singleton

CONTRACT #: 11144

VENDOR: CHW Professional Consultants

DESCRIPTION: #11144 CHW Professional Consultants Continuing Services agreement to furnish annual professional surveying RFP 19-23

APPROVED BY: Board of County Commissioners

APPROVAL DATE: December 11, 2018

RECEIVED ON: December 18, 2018

TERM START: December 11, 2018

TERM END: September 30, 2019

AMOUNT: \$1,500,000.00

RFP/BID #: 19-23

POR #
(ENCUMBERANCE)

ACTIONS REQUIRED: Please forward a copy to the vendor & retain a copy for your files.

**CONTINUING SERVICES AGREEMENT BETWEEN ALACHUA COUNTY AND
CHW PROFESSIONAL CONSULTANTS**

THIS AGREEMENT is entered into this 11th day of December, 2018 between ALACHUA COUNTY, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as ("County"), and CHW Professional Consultants doing business at 11801 Research Drive, Alachua, FL 32615, hereinafter referred to as "Professional." Collectively, the County and the Professional shall be referred to herein as the "Parties".

WITNESSETH,

WHEREAS, the County issued Request for Proposal (RFP) #19-23 seeking qualified professionals to furnish Annual Professional Surveying in Alachua County, Florida, for the benefit of the County; and

WHEREAS, after evaluating and considering all timely responses to RFP #19-23, the County identified the Professional as one of three top ranked firms and desires to contract with all three of the top ranked firms; and

WHEREAS, the County desires to contract with the Professional to provide the services described in RFP #19-23 and the Professional desires to provide such services to the County in accordance with the terms and conditions set forth herein; and

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 by both Parties (the "Effective Date") and shall continue through September 30, 2019 (the "Initial Term"), unless, earlier terminated as provided herein. This Agreement may be renewed 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 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 for the Work and is licensed to practice Surveying by all public entities having jurisdiction over the Professional and the Work;
 - 2.2. The Professional shall maintain all necessary licenses, permits or other authorizations necessary to act as such for the Work until the duties hereunder have been fully satisfied;
 - 2.3. The Professional has become familiar with the Work site and the local conditions under which the Work will to be designed, constructed and operated;
 - 2.4. The Professional shall prepare all deliverables required by this Agreement including, but not limited to: all survey documents, 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 the deliverables prepared are adequate and sufficient to accomplish the purposes of the Work and meet the requirements of all applicable federal, state and local codes and regulations.
 - 2.6. The Professional acknowledges and agrees that the County's review or inspection of the Work performed by the Professional shall in no way diminish the Professionals obligations to perform the Work in full compliance with the requirements of this Agreement nor shall it diminish the Professional's warranty pertaining to the Work.
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"** (the "Work"). This Agreement standing alone does not authorize the performance of any Work or require the County to place any orders for Work.
4. **Duties of the County.** The County shall have and perform the following duties, obligations, and responsibilities to the Professional:
- 4.1. Provide a written request for Work in a written Work Order or Notice to Proceed.
 - 4.2. The County will provide project data currently in the County's possession.
 - 4.3. The County will provide timely reviews of deliverable to meet schedule requirements.

4.4. The County will be responsive to questions in a timely manner.

4.5. The County will process invoices in a timely manner.

4.6. The County confirms that the Professional may reasonably rely on any documents, information, materials provided by the County.

5. **Authorization for Services.** Authorization for performance of Work 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 form Work Order is attached hereto as **Exhibit "2"**. Each Work Order shall describe the scope of the Work to be performed by the Professional, state the dates for commencement and completion of the Work, and establish the amount that the County shall pay the Professional under the Work Order, and method of payment. The total amount that the County shall pay the Professional under each Work Order shall be based on, and shall not exceed, the prices set forth in the Work Order. 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 Work for the County during the Initial Term or subsequent renewal Terms of this Agreement. The County reserves the right to contract with other parties for the Work contemplated by this Agreement when it is determined, by the County, to be in its best interest to do so.

5.1. The Public Works Director or his specified designee is authorized to initiate and sign Work Orders and amendments and modifications to Work Orders ("Change Orders") on behalf of the County provided that the compensation to be paid to the Professional for all Work Orders and Change Orders issued by the County shall not exceed the Annual Contract Price set forth in Paragraph 6 of this Agreement. It shall be the Professional's duty and responsibility to track the total, cumulative dollar amount of all Work Orders and Change Orders each fiscal year. In the event that the County issues Work Orders or Change Orders that collectively, or individually, exceed the Annual Not-To-Exceed Contract Price set forth in Paragraph 4.2, said Work Orders or Change Orders last issued that would cause the Annual Contract Price to be exceeded shall automatically be deemed invalid, and the Professional shall immediately notify the County and shall not commence said Work without further authorization from the Board of County Commissioners.

5.2. Change Orders to existing Work Orders will be authorized by a Work Order Change Order **Exhibit "2-A"**.

6. **Compensation.**

- 6.1. The County agrees to compensate the Professional for Work provided to the County under this Agreement in an annual amount that SHALL NOT exceed \$1,500,000.00 (the "Annual Not-To-Exceed Contract Price"), unless prior approved is given by the Board of County Commissioners. Work Orders may be executed up to the Annual Not-To-Exceed Contract Price on a "Fixed Fee" basis, a "Time Basis Method" or a combination of methods.
 - 6.1.1. If a Work Order is issued on a "Fixed Fee" basis, then the applicable Work Order Fixed Fee amount will include any and all expenses.
 - 6.1.2. 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**.
 - 6.1.3. In the event the Work requires a combination of both types of compensation, the Work Order shall clearly note which tasks are to be compensated on a Fixed Fee basis and which tasks are to be compensated on a Time Basis Method. Detailed supporting documentation shall be provided with the Work Orders.
- 6.2. Except as otherwise authorized in Section 6.1, the County shall not pay or reimburse the Contractor for any expenses incurred by the Contractor to perform the Work.
7. **Alachua County Minimum Wage:** Work performed pursuant to this Agreement is considered a covered service under Chapter 22, Article III, of the Alachua County Code of Ordinances ("Wage Ordinance"), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. "Covered Employees," as defined in Sec. 22.45 of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Agreement.
 - 7.1. Current required Alachua County Government Minimum Wage is \$13.50 per hour when health benefits are provided at the equivalent value of \$2.10 per hour and \$15.60 when health benefits are not provided (collectively, the "Minimum Wage").
 - 7.2 The County may amend the applicable Minimum Wage on or before October 1st of each year.
 - 7.3 The Professional shall provide certification, **Exhibit "4"**, to the County confirming that it pays each of its employees the Alachua County Government Minimum Wage, as well as ensuring that it will require the same of its subcontractors throughout the duration of the Agreement.

- 7.4 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.
- 7.5 Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of the contract and authorize the County to withhold payment of funds in accordance with §218, Florida Statutes.
- 7.6 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 its subcontractors.

8. Payment:

- 8.1. As a condition precedent to being owed any payment under this Agreement, the Professional shall submit monthly, an invoice to the County, requesting payment for Work properly rendered and expenses due. 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. All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"), and shall be remitted to:

Department Director
Alachua County Public Works Department
5620 NW 120th Lane

Gainesville, Florida, 326053

The County shall remit all payments to the Contractor at the following address:

CHW Professional Consultants
11801 Research Drive
Alachua, Florida 32615

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

9. **Notice.** Except as otherwise provided in this Agreement, any all notices to be provided under this Agreement, including but not limited to default or termination, 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, or (ii) by personal delivery with receipt, or (iii) via electronic mail. All notices shall be deemed delivered two (2) business days after mailing, unless delivery 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 and County's representatives are:

Alachua County Public Works
Public Works Director
5620 NW 120th Lane
Gainesville, FL 32653

CHW Professional Consultants
11801 Research Drive
Alachua, FL 32615

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 1st Street
Gainesville, FL 32601
ATTN: Finance and Accounting
and

Procurement Division
12 SE 1st Street
Gainesville, Florida 32601
Attn: Contracts

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 days to cure the default. The Public Works Director 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 Not-To-Exceed 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.
- 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 Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all Work completed prior to delivery of notice of termination. In the event of such Termination, Contractor's recovery against County shall be limited to that portion of the Annual Not-To-Exceed Contract Price earned through the date of termination, but Contractor 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 Contract and Work Order in Conflict. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

12 Project Records.

12.1 General Provisions

12.1.1 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(11), Florida Statutes, or as otherwise provided by law.

12.1.2 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.

12.1.3 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.

12.2 Confidential Information

12.2.1 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 reasonable efforts to maintain the confidentiality of the information properly identified by the Professional.

12.2.2 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 or seek 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 or license, the provisions of this paragraph shall continue to survive. Professional releases County from claims or damages related to disclosure by County

12.3 **Project Completion:** Upon completion of, 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 County's custodian of public records, in a format that is compatible with the information technology systems of the County.

12.4 **Compliance** If the Professional fails to provide the public records to the County within a reasonable time, the Professional may be subject to penalties under s. 119.10, Florida Statutes.

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 ALACHUA COUNTY PUBLIC WORKS COUNTY SURVEYOR BY EMAIL cbrecken@alachuacounty.us, PHONE (352) 548-1225 OR MAIL AT 5620 NW 120th Lane, Gainesville, FL 32653.

- 13 **Ownership of Deliverables.** All Work deliverables and documents are the sole property of the County and may be used by the County for any purpose.
- 14 **Insurance.** The Professional will procure and maintain insurance throughout the Initial Term and all renewal Terms 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."**
- 15 **Permits.** The Professional will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.
- 16 **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.
- 17 **Indemnification**
 - 17.1 To the maximum extent permitted by Florida law, the Contractor 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 Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. Contractor agrees that indemnification of the County shall extend to any and all Work performed by the Contractor, its subcontractors, employees, agents, servants or assigns.
 - 17.2 The Contractor 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.

- 17.3 This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Contractor.
- 17.4 In any and all claims against the County or any of its agents or employees by any employee of the Contractor, 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 Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts.
- 17.5 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.
- 18 **Standard of Care.** The Work performed 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 Work or services performed by other professionals or contractors, the Professional shall furnish, at his own cost and expense, the Work necessary to correct such deficiencies, and shall be responsible for any and all consequential damages arising from those deficiencies.
- 19 **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.
- 20 **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.
- 21 **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.

- 22 **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.
- 23 **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, contracts, or property interests.
- 24 **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.
- 25 **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.
- 26 **Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect
- 27 **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
- 28 **Governing Law and Venue.** This Agreement is governed in accordance with the laws of the State of Florida. Sole and exclusive venue for all actions arising under this Agreement shall be in Alachua County, Florida.
- 29 **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
- 30 **Amendments.** The Parties may amend this Agreement only by mutual written Agreement that is signed by both Parties.
- 31 **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
- 32 **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 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.

- 33 **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 acknowledged and agreed that both Parties have substantially contributed to the preparation of this Agreement.
- 34 **Entire Contract.** This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

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: Charles S. Chestnut, IV
Charles S. Chestnut, IV, Chair
Board of County Commissioners

Date: 12/17/2018

ATTEST:

Steve Donahay, D.C.
JJ.K. "Jess" Irby, Esq., Clerk

APPROVED AS TO FORM

[Signature]
Alachua County Attorney's Office

PROFESSIONAL

CHW Professional Consultants

ATTEST (By Corporate Officer)

By: [Signature]
Print: Taylor Rose
Title: Vice President

By: [Signature]
Print: Kevin Hewett
Title: Vice President
Date: 11/30/18

IF THE APPLICANT IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOU SIGNATURE MUST BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION

EXHIBIT 1: DUTIES OF THE PROFESSIONAL:

1. The Professional shall provide the following services, including but not limited to
 - 1.1. Surveying and Mapping
 - 1.1.1. Boundary Surveys
 - 1.1.2. Right-of-Way Surveys
 - 1.1.3. Construction Layout Surveys
 - 1.1.4. Topographic Surveys
 - 1.1.5. As-Built Surveys
 - 1.1.6. Quantity Surveys
 - 1.1.7. Vertical Control Surveys
 - 1.1.8. Surveying Cost Estimates
 - 1.1.9. Mapping
 - 1.1.10. Horizontal Control Surveys
 - 1.1.11. Hydrographic Surveys
 - 1.1.12. Record Surveys
 - 1.1.13. Specific or Special Purpose Surveys
 - 1.1.14. Description and Description Sketches
 - 1.1.15. Any other Surveying and Mapping Services.
 - 1.2. All other Professional Services the Professional is licensed to provide as may be required by the County.
2. Surveying services shall be provided in accordance with Florida Administrative Code Chapter 5J-17.
3. All Work shall be completed within the timeframe denoted in the Work Order or Notice to Proceed. Failure to complete Work in the timeframe specified shall result in liquidated damages assessed in the amount one percent (1%) of the Total Work Order Amount per calendar day until the Work is completed. If in the sole opinion of the County, and due to events beyond control of the Professional, the liquidated damages may be waived.

EXHIBIT 2:

WORK ORDER NOTICE TO PROCEED FOR CONTINUING CONTRACTS

WORK ORDER NO: _____

BILLING/INVOICE REFERENCE NO.: _____

PROJECT NUMBER: _____

PROJECT DESCRIPTION:

County: Alachua County, a political subdivision of the State of Florida.

Date Issued: _____

PROFESSIONAL:

PROFESSIONAL'S ADDRESS:

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 of

_____ 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
- ☐ time basis method with a limitation of funds 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: _____

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EXHIBIT 2-A:

AMENDMENT TO WORK ORDER FOR CONTINUING CONTRACTS

AMENDMENT # _____

NTP/Project # _____

Date Issued: _____

Professional: _____

Invoicing Reference # _____

Contract Manager: _____

Project #: _____

Work Order Description:
Deliverable(s):

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

Classification.....	Billing Rate per Hour
Principal Surveyor & Mapper	\$160
Professional Surveyor & Mapper	\$110
Project Coordinator.....	\$48
Chief of Surveys/Project Surveyor	\$86
Field Tech I	\$48
Field Tech II	\$60
GPS Field Operator/Robotics	\$100
Sr. CADD Tech.....	\$90
CADD Tech II.....	\$80
GIS/Mapping Tech.....	\$55
2-Staff Survey Crew	\$108
3-Staff Survey Crew	\$148

EXHIBIT4:

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 III of the Alachua County Code of Ordinance ("Wage Ordinance").

CHW Professional Consultants

11801 Research Drive

Gainesville, FL 32601

(352) 331-1976

Annual Professional Surveying

PROFESSIONAL

CHW Professional Consultants

ATTEST (By Corporate Officer)

By: 

Print: Taylor Rose

Title: Vice President

By: 

Print: Kevin Hewett

Title: Vice President

Date: 11/30/18

IF THE APPLICANT IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOU SIGNATURE MUST BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION

EXHIBIT 5: INSURANCE REQUIREMENTS

TYPE "B" INSURANCE REQUIREMENTS

"Professional or Consulting Services"

Contractor 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 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 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 5-A: CERTIFICATE OF INSURANCE

REQUEST FOR PROPOSALS RFP #19-23 ANNUAL PROFESSIONAL SURVEYING
Alachua County, Florida



SECTION 7. APPENDIX - CERTIFICATE OF LIABILITY INSURANCE

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 4/5/2018																															
<p>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.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 endorsement(s).</p>																																			
PRODUCER McGraw-Hill Insurance 3501-A W. University Ave Gainesville FL 32607		CONTRACT Name: Usa Camaron FAX NO. Ext: 352-371-7077 FAX: 352-535-2068 E-MAIL: usa@mcgraw-hill.com		INSURER'S AFFIDAVIT OF COVERAGE NAME # 42587 42579 20052 70051																															
INSURED Causabon, Hawaii & Walpole Inc DBA CHW 11601 Research Drive Alachua FL 32615		CAUSE # 		INSURER'S 																															
COVERAGES CERTIFICATE NUMBER: 00672732 REVISION NUMBER:																																			
<p>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.</p>																																			
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<p>DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES, ETC. (ACORD 101, Additional Remarks Schedule, may be attached. Where space is required) Job Name: Grant Lake Infrastructure Phase II #16003 Certificate holder and project owners are additional insured with respect to General Liability and Auto Liability on a primary and non-contributory basis per the attached endorsements. A Waiver of Subrogation is in favor of certificate holder and project owners with respect to General Liability, Auto Liability & Workers Compensation per the attached endorsements. Umbrella is follow form. 30 days notice of cancellation. 10 days notice of non-pay.</p>																																			
CERTIFICATE HOLDER Alachua County Board of County Commissioners			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 [Signature]																																

ACORD 25 (2014/01)

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CHW | PLANNING, DESIGN, SURVEYING, ENGINEERING, CONSTRUCTION | 1000 1st Street, Suite 100, Gainesville, FL 32601

RFP #19-23

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CORPORATE MEETING MINUTES



Date: October 1, 2018
Location: CHW Corporate Office
Alachua, FL

A meeting was held on this date for the purpose of forming a resolution identifying the authorized individuals who are authorized to enter into contracts on behalf of Causseaux, Hewett, & Walpole, Inc. d/b/a CHW. The following identifies the authorized signers and their title(s):

Robert J. Walpole, President + Secretary
Kevin W. Hewett, Vice President
Gerry Dedenbach, Vice President
Elroy J. Bolduc, III, Vice President
Taylor K. Rose, Vice President + Treasurer

A handwritten signature in blue ink, appearing to read 'R. Walpole', is written over a horizontal line.

Robert J. Walpole
President + Secretary



Agenda

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

Jack Durrance Board Room
12 SE 1st Street, 2nd Floor
Gainesville, Florida

December 11, 2018 BoCC Regular Meeting 9:00AM

Agenda Item #49.

Agenda Item Name:

Surveying Services Agreements

Presenter:

Ramon Gavarrete, 352 548-1214, Charles Brecken, 352 548-1225

Item Description:

Request approval of annual surveying services agreements.

Recommended Action:

Approve continuing services agreement for annual surveying services (RFP 19-23) with (1) CHW Professional Consultants, Inc. and (2) NV5, Inc.

Prior Board Motions

August 14, 2018 - Board approved the finance report for RFP 19-23, and authorized staff to negotiate agreements with the 3 top ranked firms.

Fiscal Consideration:

Contracts will be used on an as-needed basis and surveying services are included in department annual operating budgets and capital project budgets.

The contracts for RFP19-23 have an annual not to exceed amount of \$1,500,000.

Background:

These agreements are necessary to supplement in-house staff for surveying services when projects exceed our staffing capacity. These agreements provide professional surveying services for Public Works and all other County departments requiring surveying services.

Consultant will be selected on a project-by-project basis depending on the type of survey required, the consultant's qualification, consultant's availability and project timelines. A single consultant does not have the resources to provide the County's needs without impacting timelines.