

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN ALACHUA COUNTY
AND WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.**

This Agreement is entered into this _____ day of _____, 20____ between ALACHUA COUNTY, 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 Wood Environment & Infrastructure Solutions, Inc., with a business address of 404 SW 140th Terrace, Newberry, FL 32669, hereinafter referred to as "Professional". Collectively hereinafter County and Professional referred to as "Parties"

WITNESSETH

WHEREAS, the County issued Request for Proposal (RFP) #20-171 seeking qualified Professionals to furnish Annual Environmental Consulting Services , in Alachua County, Florida; and

WHEREAS, after evaluating and considering all timely responses RFP #20-171, the County identified the Professional as one of the top ranked firms; and

WHEREAS, the County desires to employ the Professional to provide the services described in RFP # 20-171 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 and continues until September 30, 2020 unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for two additional 2-year terms at the terms and conditions contained in this Agreement.

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.

1.3. In the event the County shall order work under this Agreement to commence under the terms of this Agreement which shall not be scheduled for completion under the Term of

the Agreement set herein, then this Agreement shall remain in effect until the work assignment so ordered is completed or this Agreement is terminated as provided for herein. This shall not preclude the County from entering into another agreement with another Professional for other services described herein at any time during this agreement.

2. **Representations.** By executing this Agreement, the Professional makes the following express representations to the County:

2.1. The Professional is professionally qualified to act as the professional for the Project and is licensed to perform environmental consulting by all public entities having jurisdiction over the Professional and the Project;

2.2. The Professional shall maintain all necessary licenses, permits or other authorizations necessary to act as professional for the Project until the Professional's duties hereunder have been fully satisfied;

2.3. The Professional has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated;

2.4. The Professional shall prepare all deliverables required by this Agreement including, but not limited to, technical reports and surveys, in such a manner that they shall be accurate, coordinated, and adequate for the purposes intended and shall be in conformity and comply with all applicable laws, codes and regulations to include ADA accessibility in accordance with WCAG 2.0;

2.5. The Professional represents that the deliverables prepared by the Professional are 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 Professionals 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"**. 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. The County shall provide written notice to the Professional of any deficiencies in task assignment deliverables requiring correction, revision or re-performance of work within ten business days of their discovery.

4.2. The County reserves the right to collect split samples during any sampling and analysis

task assigned to the Professional.

5. Authorization for Services.

5.1. Task Cost Estimate

5.1.1. The County Task Manager, as designated on the Work Order for a specific task, shall solicit proposals containing cost estimates and work scope from the Professional and will initiate Work Orders and Work Order Change Orders on behalf of the County. Preliminary cost estimates may be obtained and preliminary work scope discussions may occur prior to the preparation and submittal of final cost estimates and scopes of work by the Professional. The Professional shall provide the total cost estimate and the proposed scope of work for a specific task assignment to the County. Appropriate back-up materials and documentation for costs in the cost estimate shall be included in the cost estimate provided by the Professional as required by the County.

5.1.2. Within 10 calendar days of receipt of a Work Order from the County (**Exhibit 2A**), Professional shall create, and provide to the County, a total Work Order Cost Estimate for review and approval by the County. The total Work Order cost estimates shall be calculated and provided to the County using the Work Order Cost Spreadsheet (**Exhibit "2"**) included in this Agreement. Total task assignment cost estimates shall be prepared by the Professional using the Standard Rates for Labor, Overhead, Markup, Fees and Equipment contained in **Exhibit "3"** of this Agreement. Laboratory costs shall be based on price quotes from laboratories authorized under this Agreement, identified in **Exhibit "4"**, unless otherwise approved by the Alachua County Director of Environmental Protection, or designee. Estimated costs for reproduction, postage, phone calls and vehicle mileage reimbursement at \$0.50 per mile may be utilized in the cost estimate. Other costs may be included in the Cost Estimate if previously approved in writing by the County for a specific Work Order. The County shall prepare and execute a final Work Order to Professional based upon approval of Professional's total cost estimate and proposed scope of work.

5.1.3. In the Work Order Cost Spreadsheet (**Exhibit "2"**), a subcontractor markup rate of no greater than 10% may be applied to all subcontractors, excluding laboratory analyses. A Laboratory markup rate of no greater than 5% may be applied to subcontractors for laboratory analyses. The negotiated Fee percentage as indicated in **Exhibit "3"** must be calculated as a percent of all costs excluding Professional's equipment rental rates, mileage related to rental of Professional's equipment, subcontractor and laboratory costs.

5.2. Work Order Authorization

5.2.1. 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. 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 term 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.

5.2.2. The Environmental Protection Department Director, or specified designee, is authorized to initiate and sign Work orders and Amendments and modifications to Work Orders on behalf of the County.

5.2.3. Change Orders to existing Work Orders will be authorized by a Work Order Change Order **Exhibit "2B"**.

6. **Compensation.** The County agrees to compensate the Professional for its services called for under this Agreement, an amount Not to Exceed (NTE) One Million, Five Hundred Thousand Dollars and 00/100 Cents (\$1,500,000.00) annually. Projects may be executed up to the NTE amount on a "Fixed Fee" basis, a "Time Basis Method" or a combination of methods.

6.1. 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.

6.2. 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**

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

6.4. 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 Statute. Reimbursable expenses are limited to actual expenditures authorized by the County and made by the Professional, its employees, or its associates, in the interest of the Project for the expenses listed in the following paragraphs:

6.4.1. Expenses for travel when traveling in connection with the Project, in accordance with §112.061(7) and (8), Florida Statutes, or their successor and with the prior

written approval of the County

6.4.2. Fees paid for securing approval of authorities having jurisdiction over the Projects

6.4.3. Actual expense of reproductions, postage and handling of drawings and specifications

6.4.4. If authorized in writing in advance by the County, the cost of other expenditures made by the Professional in the interest of the Project provided such expenditures are in accordance with the Scope of Services and Work Order as approved by the County

6.5. Equipment Any equipment/non-expendable supplies purchased and charged to the County as part a task assignment shall remain the property of the County and must be returned to the County upon task completion. Equipment/non-expendable supplies are defined as equipment or supplies that have a useful life of more than one year and have been purchased for use as a part of an authorized task assignment. Any request for reimbursement for the purchase of equipment/non-expendable supplies is subject to specific written approval by the County. For equipment/non-expendable supplies that are to remain the property of the County, the Professional shall provide the County with an itemized inventory supported by receipts demonstrating proof of purchases, as part of the invoice for the completed task assignment. Equipment must be returned to the County upon task completion.

6.6. Laboratory Costs Laboratory analysis costs shall be invoiced on a unit cost per sample basis multiplied by the number of samples analyzed as established and approved in the Task Assignment. Field laboratory services costs shall be invoiced on a cost per sample basis multiplied by the number of samples analyzed or a daily rate multiplied by the number of days field lab services are used as established and approved in the Task Assignment. The cost for performing sample analyses, laboratory blanks, laboratory duplicates, laboratory QC spikes and standards specified by the analytical method and reporting of this QC data shall be included in the unit cost per sample rates approved in the Task Assignment. Premium costs for expedited turnaround time must be approved in writing, and in advance, by the County. For Task Assignments where the numbers of samples analyzed are less than specified in the proposed Scope of Work, the invoice must reflect a reduction in laboratory costs based on the samples actually analyzed.

6.7. Expert Witness Fees The Professional shall serve as an expert witness for the County in any legal proceedings arising in connection with this Agreement, if the County so requests. The expert witness fee for the Professional shall be in accordance with the rates outlined in **Exhibit "3"**.

6.8. As a condition precedent for any payment, the Professional shall submit, at the

completion of a Work Order (Task Assignment, an invoice to the County requesting payment for services properly rendered and expenses due. For projects of a longer duration, greater than 30 days, invoices may be submitted monthly if approved 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 the 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 constitute the Professional's representation to the County that the services indicated in the invoice have reached the level stated, have served a public purpose, have 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 services or 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 Professional 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

Department Director
Alachua County Environmental Protection Department
408 West University Avenue, Suite 106
Gainesville, Florida 32601

6.9. 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, and the cause thereof, is corrected to the County's reasonable satisfaction

6.10. 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. Payments shall be made to the following address:

Company: Wood Environment & Infrastructure Solutions, Inc.
Address: 404 SW 140th Terrace
City/State/Zip: Newberry, FL 32669
ATTN: Accounts Receivable

7. Performance Standards

- 7.1. For selected Work Orders as determined by the County Task Manager, the meeting of time deadlines for deliverables will be critical to successfully meeting County requirements. A Time Critical Work Order will be indicated to the Professional on the executed Work Order.
- 7.2. In the event the deliverables or products identified in a Time Critical Work Order or Work Order Change Form(s) are not completed and submitted within the required deliverable due date, the compensation stated for that Work Order may be reduced by 1 % for each day the deliverable is late
- 7.3. The date of submission of a Work Order deliverable shall be the date of post office cancellation or the date of pickup indicated by a delivery service or the date of receipt by the County if hand-delivered. If no post office cancellation or delivery service date appears or the date is illegible, the date of submission shall be deemed to be five days prior to receipt by the County. Electronic submissions (E-Mail) must be made electronic return receipt and the date of submission is the date the file is received by the County.
- 7.4. If submission of a deliverable is delayed due to reasons beyond the Professional's control or for other reasons agreed to in writing by the County Task Manager, the County may grant an extension of time for submission of the deliverable upon written request by the Professional. The extension of time shall be documented by written authorization from the County Task Manager.
- 7.5. If Work Order deliverables or products fail to comply with the requirements of this Agreement, or if questions arise from the County's review and the Consultant is so notified and requested to respond, the Professional shall furnish the required additions, deletions, or revisions in accordance with the corresponding Work Order(s) at no additional cost to the County. A deadline for submission of the corrected products shall be established by the County in consultation with the Professional. On a Time Critical Work Order, additions, deletions and revisions necessary to meet the terms of this Agreement or relevant Work Order will be subject to reduction of compensation as stated in Section 7.2 above
- 7.6. The failure to respond to a request to correct the products may result in termination of this Agreement by the County
- 7.7. It is acknowledged that unsatisfactory products due to negligence or unfulfilled performance by the Professional at any time during the Agreement period may result in termination of this Agreement by the County, and damages incurred as a result thereof will be assessed to the Professional

8. Personnel.

- 8.1. The Professional will assign only qualified personnel to perform any service concerning this Agreement.

- 8.2. Primary planned providers of Laboratory Services and other subcontractors are identified by the Professional in **Exhibit "4"**, Subcontractors, which is included and attached to this Agreement
- 8.3. In the event that the Professional, during the course of the work under this Agreement, requires the services of any subcontractor or other Professional associates in connection with services covered by this Agreement that are not designated in **Exhibit "4"**, Subcontractors, of this Agreement, the Professional must first secure the prior express written approval of the County. If subcontractor or other Professional associates are required in connection with the services covered by this Agreement, Professional shall remain fully responsible for the services of subcontractors or other Professional associates
9. **Notice.** Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. All notices shall be deemed delivered two business days after mailing, unless delivery is by personal delivery 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 representative are:

County:

Department Director
Alachua County Environmental Protection Department
408 West University Avenue, Suite 106
Gainesville, Florida 32601

Professional:

Wood Environment & Infrastructure Solutions, Inc.
404 SW 140th Terrace
Newberry, FL 32669

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

Jesse. K. Irby II
Clerk of the Court
12 SE 1st Street
Gainesville, FL 32602
Attn: Finance and Accounting

And to

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 calendar days to cure the default. The Environmental Protection Department 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 expenses incurred 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 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 expenses incurred 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. Project Records.

11.1. General Provisions:

11.1.1. 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.

11.1.2. 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 or 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.

11.1.3. 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.

11.2. **Confidential Information:**

11.2.1. During the term of this Agreement or license, 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."

11.2.2. 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.

- 11.3. **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 Counties custodian of public records, in a format that is compatible with the information technology systems of the County.

- 11.3.1. **Compliance** A Professional who fails to provide the public records to the County within a reasonable time may be subject to penalties under §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 COUNTY REPRESENTATIVE AT E-MAIL publicrecordsrequest@alachuacounty.us, PHONE (352) 264-6906, OF MAIL AT 12 se 1ST Street, Gainesville, FL 32601

12. **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.
13. **Insurance.** The Professional will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Exhibit "5."** A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit "5-A"**.
14. **Permits.** The Professional will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.
15. **Laws & 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.

16. Indemnification

16.1. 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.

16.2. 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.

16.3. 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 Professional.

16.4. In any and all claims against the County or any of its agents or employees by any employee of the Professional, any Subcontractors, 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 subcontractors under workers' compensation acts, disability benefit acts or employee benefit acts.

16.5. 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.

17. **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 services 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.

18. **Assignment of Interest.** Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.

19. **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.
20. **Independent Professional or Consultant.** In the performance of this Agreement, the Professional is acting in the capacity of an independent Professional or Consultant 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.
21. **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.
22. **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.
23. **Prohibition Against Contingent Fees.** If applicable, and as required by §287.055(6), Florida Statutes, the Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
24. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.
25. **Severability.** Paragraphs 13 and 16 are essential and indivisible provisions of this Agreement and must be interpreted to provide the broadest protection to the County. If paragraph 13 or paragraph 16 is declared to be void by a court of law, then this entire Agreement is void. If any other provisions of this Agreement are declared void by court of law, all other provisions will remain in full force and effect.
26. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
27. **Governing Law and Venue.** This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.
28. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of

this Agreement by reference.

29. **Amendments.** The Parties may amend this Agreement only by mutual written agreement, executed with the same formalities as this Agreement.
30. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
31. **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.
32. **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.
33. **Entire Agreement.** This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

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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^{Chair}
Board of County Commissioners

Date: _____

ATTEST:

J.K. "Jess" Irby, Esq., Clerk

(SEAL)

APPROVED AS TO FORM

Alachua County Attorney's Office

PROFESSIONAL

ATTEST (By Corporate Officer)

By: _____

Print: _____

Title: _____

By: Mark C. Doblin

Print: Mark C. Doblin

Title: Vice President/Office Manager

Date: 9/4/19

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

EXHIBIT 1: SCOPE OF SERVICES

The Professional shall provide comprehensive environmental consulting services in support of Alachua County's hazardous materials management, air and water quality protection and monitoring programs, land conservation program, asbestos abatement program, natural resources protection, development review programs and other initiatives.

The County may request environmental consulting services for special projects. Projects may include, but are not limited to: ambient monitoring, pollution control technology assessment, landfill monitoring, asbestos abatement, indoor air quality assessment, industrial hygiene studies, site evaluation, routine compliance monitoring, contamination assessment, regulation and ordinance research and drafting, stormwater management and improvements, Phase 1 and Phase 2 environmental audits, natural resource assessment, wetland delineation and Unified Mitigation Assessment Method (UNAM) assessment, remediation system design/evaluation and technical alternatives evaluation, expert testimony, and guidance in support of regulatory priorities, and hydrological and terrestrial restoration.

These projects may involve one or more matrices including, but not limited to, air, soil, sediment, water (wastewater, surface water or groundwater), sludge, waste(s), biota and building materials. These services may include engineering, field sampling, and laboratory analyses as well as assessment and report preparation. Examples of the work, which may be required, includes the following:

Field sampling and data collection, or supervision of such activities. All sample collection procedures must conform to state quality assurance requirements and laboratory analyses must be performed by NELAC certified and FDEP certified labs.

Compilation, interpretation, and reporting of field data and laboratory analyses.

Preparation of technical reports on assessment of groundwater, surface water, wastewater, storm water, air, or soil.

Preparation of technical reports on potential environmental impacts from potential new pollution sources and the suitability of proposed pollution control and other technologies.

Preparation of potentiometric surface maps and contaminant distribution maps.

Review and interpretation of existing environmental contamination levels or potential emissions from pollution sources and comparison of contaminant levels to appropriate Federal, State, or Local standards and guidelines.

Modeling of existing or potential contaminant migration and remedial scenarios.

Identification of new groundwater, surface water or ambient air contamination.

Evaluation of environmental control alternatives and new technology assessment.

Assistance in regulation and ordinance development in the areas of

Assistance in regulation and ordinance development in the areas of habitat protection, air quality, water quality, hazardous materials control.

Environmental audits and assessments of properties.

Drafting of land development regulations and ordinances, and performance of special studies involving environmental permitting and planning.

Present public presentations of work products, attend public meetings and provide expert testimony relating to work performed in support of ordinance development, land development regulations or other assigned special environmental studies.

Development of asbestos abatement project plans and specifications.

Managing or performing asbestos abatement projects and administration of subcontractors.

Project air monitoring and on-site consultation to assure on-going regulatory and health and safety compliance.

Site surveys for the determination of the presence of asbestos containing materials, sample collection and bulk sample analysis.

Providing training for County staff in asbestos or environmental sampling.

Preparing reports for submittal to local, state and federal regulatory agencies.

Performing indoor air quality assessments and industrial hygiene surveys.

Wetland delineation and UMAM assessments.

Developing construction-ready restoration plans with certified drawings for the county's natural areas and construction ready plans with certified drawings for stormwater management and improvement projects.

Assisting the County during the construction and/or implementation restoration plans, stormwater management, and improvement projects.

Reports, if required, shall be prepared by or under the direction of a professional engineer or geologist (as appropriate) licensed in Florida with relevant experience or a qualified scientist, engineer or environmental planner. The Professional shall furnish all materials, equipment, labor, supervision, and documentation necessary for the production and submission of these reports. The Professional shall be available for public presentations, meetings, and expert testimony relating to all work performed for the County.

EXHIBIT 2: WORK ORDER COST SPREADSHEET

Professional:

Date:

Task

Revision#

Brief task identification

Description:

Site Location:

County Task Mngr.:

Subtask A = *Brief activity description*

Subtask B = *Brief activity description*

Subtask C = *Brief activity description*

Raw Hourly Labor Rate	Job Classification	Manhour		Subtasks		
		Totals	A	B	C	
	Principal Engineer/Geologist/Scientist					
	Senior Engineer/Geologist/Scientist					
	Project Engineer/Geologist/Scientist					
	Staff II Eng./Geologist/Scientist					
	Staff Engineer/Geologist/Scientist					
	Senior Technician					
	Technician					
	Doc Production/Graphics/Drafting					
	Clerical/Administrative					
	Expert Witness Fees					
	Total					
1)	Total Raw Labor					
2)	Overhead Markup (Line 1)					
3)	Total Labor					
4)	Equipment Rental					
5)	Travel @ \$0.50/mile					
6)	Other Direct Costs					
7)	Consultant Subtotal					
8)	Laboratory Costs					
9)	Laboratory Markup (Line 8)	0.05				
10)	Total Lab Costs					
11)	Subcontractors					
12)	Subcontractor Markup (Line 11)	0.10				
13)	Subcontractor Total					
14)	Consultant Total					
15)	Fee (applied to lines 3, 5 and 6)	0.10				

TOTAL PRICE

EXHIBIT 2A: WORK ORDER

WORK ORDER NO: _____
CONTRACT #: _____
PROJECT DESCRIPTION: _____
DATE ISSUED: _____
COMPLETION DATE: _____
PROFESSIONAL: _____
COUNTY TASK MANAGER: _____

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: _____

EXHIBIT 2B: WORK ORDER AMENDMENT

WORK ORDER NO: _____
WORK ORDER AMENDMENT #: _____
CONTRACT #: _____
PROJECT DESCRIPTION: _____

DATE ISSUED: _____
PROFESSIONAL: _____
COUNTY TASK MANAGER: _____
PROJECT CHANGES: _____

NEW COMPLETION DATE: _____

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: _____

ALACHUA COUNTY:

By: _____

Title: _____

Date: _____

PROFESSIONAL:

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT 3: STANDARD RATES FOR LABOR, OVERHEAD, MARKUP, FEES AND EQUIPMENT

STANDARD RATES FOR LABOR, OVERHEAD, MARKUP, FEES AND EQUIPMENT		
PROFESSIONAL: Wood Environment & Infrastructure Solutions, Inc.		
DATE: August 2019		
A. Labor Categories and Raw Hourly Rates		Hourly Rates
Principal Engineer / Geologist / Scientist		\$75.00
Senior Engineer / Geologist / Scientist		\$64.00
Project Engineer / Geologist / Scientist		\$58.00
Staff II Engineer / Geologist / Scientist		\$52.00
Staff Engineer / Geologist / Scientist		\$44.00
Senior Technician		\$38.00
Technician		\$33.00
Doc Production Graphics / Drafting		\$28.00
Clerical Administrative		\$23.00
Expert Witness Fees		\$95.00
B. Overhead Markup		160.1%
C. Subcontractor Markup		10%
D. Laboratory Markup		5%
E. Fee		10%
F. Equipment Rates		Attached

EXHIBIT 4: SUBCONTRACTORS

SouthArc, Inc

EDA Engineers – Surveyors – Planners, Inc.

Advanced Environmental Laboratories, Inc.

Preferred Drilling Solutions, Inc.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/26/2019

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 endorsement(s).

PRODUCER Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED JWGUSA Holdings, Inc. Wood Group USA, Inc. and its Subsidiaries and Affiliates 17325 Park Row Houston TX 77084 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: AIG Specialty Insurance Company	NAIC # 26883
	INSURER B: ACE American Insurance Company	22667
	INSURER C: American International Group UK Ltd	AA1120187
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570077973203 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<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"/> PROJECT <input type="checkbox"/> LOC OTHER:			HDOG71570009	07/01/2019	07/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25300312	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRC66039262 Work Comp- AOS RWCC66039304 Work Comp- WI	07/01/2019 07/01/2019	07/01/2020 07/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
c	Archit&Eng Prof			PSDEF1900726 Claims Made- Prof. Liab. SIR applies per policy terms & conditions	07/01/2019	07/01/2020	Aggregate Limit \$1,000,000 Any One Claim \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project Description: Agreement for Professional Services between Alachua County and Wood Environment & Infrastructure Solutions, Inc., Division: Wood Environment & Infrastructure Solutions, Inc., Office: Gainesville Florida (Gainesville, FL, Newberry), Contract No. 21-171. The Alachua County Board of County Commissioners, its officials, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. SEE ATTACHED ADDENDUM FOR ADDITIONAL NAMED INSURED WOOD COMPANIES.

CERTIFICATE HOLDER

Alachua County Board
of County Commissioners
12 SE 1st Street
Gainesville FL 32601 USA

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

Aon Risk Services Southwest Inc.



INCUMBENCY CERTIFICATE

I, Bradley J. Knight, being the duly elected and acting Secretary of Wood Environment & Infrastructure Solutions, Inc. ("Wood") hereby certify that Mark Diblin is an Office Manager at Wood, and, in this capacity, has the authority, on behalf of Wood, to execute the Professional Services Agreement between Alachua County and Wood regarding RFP #20-171.

Dated: August 30, 2019



Wood Environment & Infrastructure Solutions, Inc.

By: _____

Secretary

Wood Environment & Infrastructure Solutions, Inc.
1105 Lakewood Pkwy
Suite 300
Alpharetta, GA 30009
USA
T: 770.360.0600
www.woodplc.com

'Wood' is a trading name for John Wood Group PLC and its subsidiaries