



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 5/1/2020 Meeting Date: 5/7/2020

Name: Esther Chung Department: BCC Administration

Division Manager's Signature:

A handwritten signature in blue ink, appearing to be "Esther Chung", is written over the signature line.

1. Nature and purpose of agenda item:

Contract Approval - RFQ 2019-V Surveying and Mapping Services

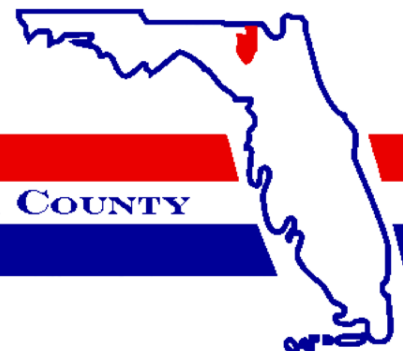
2. Recommended Motion/Action:

Approve contracts

3. Fiscal impact on current budget.

This item has no effect on the current budget.

District No. 1 - Ronald Williams
District No. 2 - Rocky Ford
District No. 3 - Bucky Nash
District No. 4 - Toby Witt
District No. 5 - Tim Murphy



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: Board of County Commissioners

FR: Esther Chung, Office Manager

A handwritten signature in blue ink, which appears to be "Esther Chung", is written over the printed name.

DATE: May 1, 2020

RE: RFQ 2019-V
Surveying and Mapping Services

On February 20, at the regular meeting of the Board of County Commissioners, the Board approved the final ranking and negotiation authorization of Bid No. 2019-V for surveying and mapping services. The top three (3) ranked firms, Britt Surveying and Mapping, J. Sherman Firer and Association, and Daniel & Gore, were contacted for negotiations. At this time, Staff is requesting your review and approval of the attached contracts.

XC: RFQ 2019-V File

BOARD MEETS FIRST AND THIRD THURSDAY AT 5:30 P.M.

P.O. BOX 1529

LAKE CITY, FLORIDA 32056-1529

PHONE (386) 755-4100

**NON-EXCLUSIVE AGREEMENT FOR SURVEYING AND
MAPPING SERVICES (Contract for Surveying and
Mapping Services)**

THIS MASTER CONSULTING AGREEMENT (this "Agreement") is entered into as of the Effective Date defined in Article I, below (the "COUNTY"), between Columbia County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners, and BRETT SURVEYING AND MAPPING, LLC (the "CONSULTANT"), a Florida Corporation, whose address 2086 SW MAIN BOULEVARD #112, and whose Federal Employer Identification is 45-4148519.

Number is:

WHEREAS, the COUNTY owns, operates, buys, leases and sells a variety of public facilities and improvements; and

WHEREAS, WHEREAS, the County desires to retain the services of competent and qualified professionals and firms to provide mapping and surveying services, including but not limited to residential, commercial and vacant land surveying and mapping services to support various purchasing, leasing, selling, regulatory, permitting, planning and statutory compliance issues from time to time; and

WHEREAS, after review and consideration of the responsive proposals, the COUNTY desires to engage the CONSULTANT as one of its providers for surveying and mapping services; and

WHEREAS, after review and consideration of the responsive proposals, the COUNTY desires to engage the CONSULTANT to provide the surveying and mapping services; and CONSULTANT represents that it is capable and prepared to do so, and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree, as follows:

1.0 Term.

1.1 This Agreement shall take effect on _____ (the "Effective Date").

1.2 The initial term of this Agreement shall be for a 3 (three) year time period, commencing upon the Effective Date and shall remain in force and effect unless sooner terminated as provided herein. This agreement may be extended for an additional term of three years (3) years upon mutual agreement of the parties regarding rates for services and costs.

2.0 Non Exclusive Services to be performed by Consultant

2.1 The COUNTY does hereby retain, on a non-exclusive basis, the CONSULTANT to furnish, provide and perform the professional services (collectively, the "Services") described in the COUNTY's Request for Proposal R F Q - 2 0 1 9 - V —to include all attachments and addenda, and in the CONSULTANT's response thereto_ (collectively, R F Q - 2 0 1 9 - is attached hereto as a composite "Exhibit A" and made a part of this Agreement) as those Services may be further specifically designated and authorized by the COUNTY in writing. County may add or amend services to be performed under the Agreement. All such authorization will be issued in the form of a TASK ORDER (TO). All provisions of this Agreement shall apply to any TO as if appearing in full therein. Each TO will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages, if applicable, and initiation and completion date. Each TO for a Lump Sum scope will include a schedule of deliverables with associated milestones to complete the deliverables.

2.2 The CONSULTANT is not authorized to undertake any project without a duly executed TO, which shall specify the Services to be performed and the time to be completed. The CONSULTANT acknowledges that the COUNTY may employ several different consultants to perform the same or similar Services for the COUNTY and that the CONSULTANT has not been employed as the exclusive agent to perform any such Services.

2.3 When the CONSULTANT and the COUNTY enter into a TO where the term of the TO expires on a date that is later than the date of this Agreement, the CONSULTANT and the COUNTY agree that the terms of this Agreement and any amendments, attachments, or provisions thereof are automatically extended until the expiration or full completion of the requirement of the TO.

3.0 Compensation

3.1 General

3.1.1 The COUNTY shall pay the CONSULTANT in accordance with "Exhibit B, Fee Schedule," which is attached hereto and made a part of this Agreement. The Fee Schedule identifies all rate classifications for this Agreement.

3.1.2 The Fee Schedule, as set out in Exhibit B, is effective for the entirety of the initial term.

3.1.3 Compensation may be negotiated as a "Not-To Exceed" or "Lump-Sum" price on each individual TO.

3.1.4 Invoices must reference the applicable TO Number, using an invoice form approved by the County.

3.1.5 The CONSULTANT's Project Manager or other authorized officer shall, by affidavit, attest to the correctness and accuracy of all charges and requested reimbursements.

3.1.6 Any invoice submitted that does not satisfy the criteria as outlined herein will be returned to the CONSULTANT until correct.

3.1.7 Each individual invoice shall be due and payable 30 days after the date the COUNTY receives a correct, fully documented, invoice in form and substance satisfactory to the COUNTY with all appropriate cost substantiations attached. All invoices shall be delivered to:

Chad Williams
County Engineer
P.O. Box 1529
Lake City, FL 32056-1529

3.1.8 In order to enable both parties to close their books on a project, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT's final/last billing for the services rendered to the COUNTY for each project. The CONSULTANT's submission of a Final Invoice for a project is its certification that all its services have been properly performed and all charges and costs have been invoiced to the COUNTY. Upon receipt of the Final Invoice, the account for such project will be closed, and the CONSULTANT shall be deemed to have waived any further charges not properly included on the Final Invoice.

3.1.9 Payment of the Final Invoice by the COUNTY shall not constitute evidence of the COUNTY's acceptance of the CONSULTANT's performances of the Services.

3.2 Reimbursable Expenses

3.2.1 All of the CONSULTANT's requests for payment of pre-approved actual "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed by the County at cost. The CONSULTANT's requests for payment shall include copies of paid receipts, invoices or other documentation acceptable to the COUNTY.

3.2.2 All assets (i.e. durable goods, equipment, etc.) purchased, as part of the Reimbursable Expenses become the property of the COUNTY. The CONSULTANT shall maintain a running current inventory of all such assets during the rendering of Services and all such assets shall be turned over to the COUNTY upon completion of the project or termination of this Agreement.

4.0 Standard of Care

4.1 The CONSULTANT represents to the COUNTY that it has the personnel and experience necessary to perform all Services in a professional and workmanlike manner and

specifically warrants that all Services shall be performed by skilled and competent personnel to the professional standards in the field.

4.2 The CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

4.3 The CONSULTANT shall, at no additional cost to the COUNTY, re-perform all those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

5.0 Independent Contractor

5.1 The CONSULTANT undertakes performance of the Services as an independent contractor and will be wholly responsible for the methods and manner of performance.

5.2 The COUNTY shall have no right to supervise the methods the CONSULTANT uses to perform the Services, but the COUNTY shall have the right to observe the CONSULTANT's performance.

5.3 The CONSULTANT shall work closely with the COUNTY in performing Services under this Agreement.

5.4 The CONSULTANT shall not pledge the COUNTY's credit or make the COUNTY a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The CONSULTANT shall have no right to speak for or bind the COUNTY in any manner.

5.5 Professional Liability Insurance. CONSULTANT shall maintain One Million Dollars (\$1,000,000.00) for errors and omissions inclusive of defense costs. The CONSULTANT shall be required to provide continuing Professional Liability Insurance to cover all Services provided for this Agreement for a period **7 years** after this Agreement is completed. Notwithstanding the foregoing requirement, the insurance requirements may *vary depending* on the Services the CONSULTANT will provide for each project as determined by the County Administrator. Accordingly, the COUNTY may from time to time require the CONSULTANT to provide a higher level of *coverage* for certain Services provided in support of a specific TO for certain projects and time periods.

5.6 Workers Compensation. The CONSULTANT shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

6.0 Compliance with Laws

6.1 In performance of the Services, the CONSULTANT agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If CONSULTANT observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 381, Florida Administrative Code; and (4) Florida Department of Transportation Manual of Traffic Control and Safe Practices.

6.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONSULTANT must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONSULTANT must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONSULTANT is a state or local government, the CONSULTANT may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

7.0 Public Entity Crimes

7.1 The CONSULTANT understands and acknowledges that this Agreement will be void in the event the conditions stated in Section 287.133, *Florida Statutes*, relating to conviction for a public entity crime apply to the CONSULTANT.

8.0 - COUNTY's Responsibilities

8.1 The COUNTY shall be responsible for providing access to all COUNTY project sites, and providing information in the COUNTY's possession that the CONSULTANT may

reasonably require to perform the Services including existing reports, studies, financial information, and other relevant data that are available in the files of the COUNTY.

9.0 Termination of Agreement

9.1 The COUNTY may terminate this Agreement, in whole or in part, at any time, either due to the failure of the CONSULTANT to fulfill its obligations under this Agreement or for the COUNTY's convenience. The COUNTY shall deliver written notice of such termination to the CONSULTANT, and upon receipt thereof, the CONSULTANT shall:

9.1.1 Immediately discontinue all affected Services unless the notice directs otherwise; and

9.1.2 Deliver to the COUNTY all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the CONSULTANT in performing this Agreement, whether completed or in process.

9.2 Unless in dispute or subject to the COUNTY's right of set-off or other remedy, the CONSULTANT shall be paid for Services actually rendered through the date of termination.

9.3 The rights and remedies of the COUNTY provided for in this Section 9 are in addition and supplemental to any and all other rights and remedies provided bylaw or under this Agreement.

10.0 Governing Law and Venue

10.1 This Agreement shall be governed in all respects by the laws of the State of Florida. The venue for any disputes or litigation with respect to the obligations under this Agreement shall be brought only in the court of appropriate jurisdiction in Columbia County Florida.

11.0 Non-Discrimination

11.1 The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

12.0 Waiver

12.1 A waiver by either the COUNTY or the CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of this Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement and shall not be construed as doing so.

13.0 Severability

13.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. 13.2 Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void.

13.3 The parties further agree to reform this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

13.4 The provisions of this Section 13 shall not prevent this Agreement from being void should a provision which is of the essence of this Agreement be determined to be void.

14.0 Entirety of Agreement

14.1 The COUNTY and the CONSULTANT agree that this Agreement sets forth the entire Agreement between the parties with respect to its subject matter, and there are no promises or understandings other than those stated herein. 14.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the COUNTY and the CONSULTANT pertaining to the Services, whether written or oral.

15.0 Modification

15.1 The provisions, terms and conditions stated in this Agreement may not be modified, superseded or otherwise altered unless by a written amendment executed by both the COUNTY and the CONSULTANT.

16.0 Successors and Assigns

16.1 The COUNTY and the CONSULTANT each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

16.2 The CONSULTANT shall not assign this Agreement without the express written approval of the COUNTY, which the COUNTY may unreasonably withhold in its sole discretion.

17.0 Contingent Fees

17.1 The CONSULTANT warrants that (i) it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement; and (ii) it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the

CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

18.0 Truth-In-Negotiation Certificate

18.1 The CONSULTANT's execution of this Agreement serves as its execution of a Truth-in-Negotiation certificate certifying that the rates used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the effective date of this Agreement.

19.0 Ownership of Documents

19.1 The CONSULTANT shall be required to cooperate with other COUNTY consultants and shall timely provide those consultants any information requested in the specified format. Any and all documents, records, disks, original drawings, or other information shall become the property of the COUNTY for its use and/or distribution as the COUNTY may determine in its sole discretion. The CONSULTANT is not liable for any damages, injury or costs associated with the COUNTY's use or distribution of these documents for purposes other than those originally intended by the CONSULTANT.

20.0 Assets and Audits

20.1 The CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the Services for at least - years after completion of this Agreement. The COUNTY shall have access to all books, records, and documents that the CONSULTANT must maintain in accordance with this Section 19 for the purpose of inspection or audit during the CONSULTANT's normal business hours at its usual place of business. 20.2 All invoices submitted to the COUNTY pursuant to this Agreement are subject to audit and demand for refund of overpayment for a time extending-years beyond the expiration or earlier termination of this Agreement.

21.0 Notice

21.1 Any notice, demand, communication, or request that is required to be delivered to a Party hereunder shall be in writing, addressed to the party for whom it is intended, and delivered at the place last specified by such party: (i) in person, (ii) via nationally recognized overnight delivery service, (iii) via Certified United States Mail, postage prepaid with return receipt requested, or (iv) via email, with confirmation from the recipient acknowledging receipt thereof within 72 hours (and if there is no receipt within such time period, one of the other methods described in this Section 20.1 must be utilized). The parties initially designate the following as their respective places for delivery of notice:

As to County: Columbia County Board of County Commissioners
P.O. Box 1529, Lake City FL 32056-1529
Attention: Chad Williams
Email: chad_williams@columbiacountyfla.com

As to Consultant: Scott Britt
Britt Surveying and Mapping, LLC
2086 SW Main Blvd #112
Lake City FL 32056
Email: lsbritt@msn.com

21.2 Nothing contained in this Section shall be construed to restrict the transmission of routine communications between representatives of the CONSULTANT and the COUNTY.

22.0 Contract Administration

22.1 The CONSULTANT shall deliver the Services under the general direction of the County Manager, County Engineer, County Attorney. COUNTY'S representative during the term of this Agreement.

23.0 Limitation of Liability

23.1 IN NO EVENT SHALL THE COUNTY BE LIABLE TO THE CONSULTANT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

24.0 Public Records Law

24.1 The CONSULTANT acknowledges the COUNTY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request. The CONSULTANT acknowledges that the COUNTY is required to comply with Article I, Section 24, of the Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute and constitutional provisions control over the terms of this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

CONSULTANT: BRETT SURVEYING AND MAPPING, LLC
(Company Name)

ATTEST:

By: L. Scott Brett (Signature) [Signature] (Printed)
Its: OWNER (Title)
Date: 4-29-2020

Witness:

Its: [Signature] Date: 4/29/2020
President/Corporate Secretary/Witness

[Corporate Seal]

[Signature]
2nd Witness (if not incorporated)

OWNER: Board of County Commissioners of Columbia County, Florida

(SEAL)

By: _____

Chairman

Clerk: _____

Date: _____

Approved as to Form and Content:

County Attorney

EXHIBIT C
Hourly Price Schedule

Field work:

2 man crew	\$110 per hour
3 man crew	\$125 per hour
4 man crew	\$140 per hour

Office or Clerical work:

Drafting	\$50 per hour
Deed or records research	\$35 per hour
Calculations	\$50 per hour
Deed writing	\$50 per hour (usually requires calculations and drafting also)
meetings as required	\$50 per hour

Professional Land Surveyor:

Consulting	\$75 per hour
Expert witness	\$75 per hour

**NON-EXCLUSIVE AGREEMENT FOR SURVEYING AND
MAPPING SERVICES (Contract for Surveying and
Mapping Services)**

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WHEREAS, the COUNTY owns, operates, buys, leases and sells a variety of public facilities and improvements; and

WHEREAS, the County desires to retain the services of competent and qualified professionals and firms to provide surveying and mapping services, including but not limited to residential, commercial and vacant land surveying and mapping services to support various purchasing, leasing, selling, regulatory, permitting, planning and statutory compliance issues from time to time; and

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WHEREAS, after review and consideration of the responsive proposals, the COUNTY desires to engage the CONSULTANT to provide the surveying and mapping services; and CONSULTANT represents that it is capable and prepared to do so, and

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8.1 The COUNTY shall be responsible for providing access to all COUNTY project sites, and providing information in the COUNTY's possession that the CONSULTANT may

13.0 Severability

13.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. 13.2 Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void.

13.3 The parties further agree to reform this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

13.4 The provisions of this Section 13 shall not prevent this Agreement from being void should a provision which is of the essence of this Agreement be determined to be void.

14.0 Entirety of Agreement

14.1 The COUNTY and the CONSULTANT agree that this Agreement sets forth the entire Agreement between the parties with respect to its subject matter, and there are no promises or understandings other than those stated herein. 14.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the COUNTY and the CONSULTANT pertaining to the Services, whether written or oral.

15.0 Modification

15.1 The provisions, terms and conditions stated in this Agreement may not be modified, superseded or otherwise altered unless by a written amendment executed by both the COUNTY and the CONSULTANT.

16.0 Successors and Assigns

16.1 The COUNTY and the CONSULTANT each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

16.2 The CONSULTANT shall not assign this Agreement without the express written approval of the COUNTY, which the COUNTY may unreasonably withhold in its sole discretion.

17.0 Contingent Fees

17.1 The CONSULTANT warrants that (i) it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement; and (ii) it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the

reasonably require to perform the Services including existing reports, studies, financial information, and other relevant data that are available in the files of the COUNTY.

9.0 Termination of Agreement

9.1 The COUNTY may terminate this Agreement, in whole or in part, at any time, either due to the failure of the CONSULTANT to fulfill its obligations under this Agreement or for the COUNTY's convenience. The COUNTY shall deliver written notice of such termination to the CONSULTANT, and upon receipt thereof, the CONSULTANT shall:

9.1.1 Immediately discontinue all affected Services unless the notice directs otherwise; and

9.1.2 Deliver to the COUNTY all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the CONSULTANT in performing this Agreement, whether completed or in process.

9.2 Unless in dispute or subject to the COUNTY's right of set-off or other remedy, the CONSULTANT shall be paid for Services actually rendered through the date of termination.

9.3 The rights and remedies of the COUNTY provided for in this Section 9 are in addition and supplemental to any and all other rights and remedies provided bylaw or under this Agreement.

10.0 Governing Law and Venue

10.1 This Agreement shall be governed in all respects by the laws of the State of Florida. The venue for any disputes or litigation with respect to the obligations under this Agreement shall be brought only in the court of appropriate jurisdiction in Columbia County Florida.

11.0 Non-Discrimination

11.1 The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

12.0 Waiver

12.1 A waiver by either the COUNTY or the CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of this Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement and shall not be construed as doing so.

CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

18.0 Truth-In-Negotiation Certificate

18.1 The CONSULTANT's execution of this Agreement serves as its execution of a Truth-in-Negotiation certificate certifying that the rates used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the effective date of this Agreement.

19.0 Ownership of Documents

19.1 The CONSULTANT shall be required to cooperate with other COUNTY consultants and shall timely provide those consultants any information requested in the specified format. Any and all documents, records, disks, original drawings, or other information shall become the property of the COUNTY for its use and/or distribution as the COUNTY may determine in its sole discretion. The CONSULTANT is not liable for any damages, injury or costs associated with the COUNTY's use or distribution of these documents for purposes other than those originally intended by the CONSULTANT.

20.0 Assets and Audits

20.1 The CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the Services for at least 10 years after completion of this Agreement. The COUNTY shall have access to all books, records, and documents that the CONSULTANT must maintain in accordance with this Section 19 for the purpose of inspection or audit during the CONSULTANT's normal business hours at its usual place of business.

20.2 All invoices submitted to the COUNTY pursuant to this Agreement are subject to audit and demand for refund of overpayment for a time extending years beyond the expiration or earlier termination of this Agreement.

21.0 Notice

21.1 Any notice, demand, communication, or request that is required to be delivered to a Party hereunder shall be in writing, addressed to the party for whom it is intended, and delivered at the place last specified by such party: (i) in person, (ii) via nationally recognized overnight delivery service, (iii) via Certified United States Mail, postage prepaid with return receipt requested, or (iv) via email, with confirmation from the recipient acknowledging receipt thereof within 72 hours (and if there is no receipt within such time period, one of the other methods described in this Section 20.1 must be utilized). The parties initially designate the following as their respective places for delivery of notice:

As to County: Columbia County Board of County Commissioners
P.O. Box 1529, Lake City FL 32056-1529
Attention: Chad Williams
Email: chad_williams@columbiacountyfla.com

As to Consultant:

21.2 Nothing contained in this Section shall be construed to restrict the transmission of routine communications between representatives of the CONSULTANT and the COUNTY.

22.0 Contract Administration

22.1 The CONSULTANT shall deliver the Services under the general direction of the County Manger, County Engineer, County Attorney. COUNTY'S representative during the term of this Agreement.

23.0 Limitation of Liability

23.1 IN NO EVENT SHALL THE COUNTY BE LIABLE TO THE CONSULTANT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

24.0 Public Records Law

24.1 The CONSULTANT acknowledges the COUNTY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request. The CONSULTANT acknowledges that the COUNTY is required to comply with Article I, Section 24, of the Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute and constitutional provisions control over the terms of this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

CONSULTANT: J. Sherman Frier + Assoc. Inc.
(Company Name)

ATTEST:

By: [Signature] (Signature) Annetk Alcorn (Printed)
Its: President (Title)
Date: 4-23-2020

Witness:

[Signature]

Its: _____

Date: 4-23-20

~~President/Corporate Secretary/Witness~~



[Corporate Seal]

2nd Witness (if not incorporated)

OWNER: Board of County Commissioners of Columbia County, Florida

(SEAL)

By: _____

Chairman

Clerk: _____

Date: _____

Approved as to Form and Content:

County Attorney

**NON-EXCLUSIVE AGREEMENT FOR SURVEYING AND
MAPPING SERVICES (Contract for Surveying and
Mapping Services)**

THIS MASTER CONSULTING AGREEMENT (this "Agreement") is entered into as of the Effective Date defined in Article I, below (the "COUNTY"), between Columbia County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners, and **Daniel & Gore, LLC** (the "CONSULTANT"), a Florida Corporation, whose address 426 SW Commerce Blvd, Suite 130-N, Lake City, Florida, and whose Federal Employer Identification is **26-2438958**.

WHEREAS, the COUNTY owns, operates, buys, leases and sells a variety of public facilities and improvements; and

WHEREAS, the County desires to retain the services of competent and qualified professionals and firms to provide surveying and mapping services, including but not limited to residential, commercial and vacant land surveying and mapping services to support various purchasing, leasing, selling, regulatory, permitting, planning and statutory compliance issues from time to time; and

WHEREAS, after review and consideration of the responsive proposals, the COUNTY desires to engage the CONSULTANT as one of its providers for surveying and mapping services; and

WHEREAS, after review and consideration of the responsive proposals, the COUNTY desires to engage the CONSULTANT to provide the surveying and mapping services; and CONSULTANT represents that it is capable and prepared to do so, and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree, as follows:

1.0 Term.

1.1 This Agreement shall take effect on _____ (the "Effective Date").

1.2 The initial term of this Agreement shall be for a 3 (three) year time period, commencing upon the Effective Date and shall remain in force and effect unless sooner terminated as provided herein. This agreement may be extended for an additional term of three years (3) years upon mutual agreement of the parties regarding rates for services and costs.

2.0 Non Exclusive Services to be performed by Consultant

2.1 The COUNTY does hereby retain, on a non-exclusive basis, the CONSULTANT to furnish, provide and perform the professional services (collectively, the "Services") described in the COUNTY's Request for Proposal R F Q - 2 0 1 9 - V —to include all attachments and addenda, and in the CONSULTANT's response thereto_ (collectively, R F Q - 2 0 1 9 - V is attached hereto as a composite "Exhibit A" and made a part of this Agreement) as those Services may be further specifically designated and authorized by the COUNTY in writing. County may add or amend services to be performed under the Agreement. All such authorization will be issued in the form of a TASK ORDER (TO). All provisions of this Agreement shall apply to any TO as if appearing in full t h e r e i n . Each TO will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages, if applicable, and initiation and completion date. Each TO for a Lump Sum scope will include a schedule of deliverables with associated milestones to complete the deliverables.

2.2 The CONSULTANT is not authorized to undertake any project without a duly executed TO, which shall specify the Services to be performed and the time to be completed. The CONSULTANT acknowledges that the COUNTY may employ several different consultants to perform the same or similar Services for the COUNTY and that the CONSULTANT has not been employed as the exclusive agent to perform any such Services.

2.3 When the CONSULTANT and the COUNTY enter into a TO where the term of the TO expires on a date that is later than the date of this Agreement, the CONSULTANT and the COUNTY agree that the terms of this Agreement and any amendments, attachments, or provisions thereof are automatically extended until the expiration or full completion of the requirement of the TO.

3.0 Compensation

3.1 General

3.1.1 The COUNTY shall pay the CONSULTANT in accordance with "Exhibit B, Fee Schedule," which is attached hereto and made a part of this Agreement. The Fee Schedule identifies all rate classifications for this Agreement.

3.1.2 The Fee Schedule, as set out in Exhibit B, is effective for the entirety of the initial term.

3.1.3 Compensation may be negotiated as a "Not-To Exceed" or "Lump-Sum" price on each individual TO.

3.1.4 Invoices must reference the applicable TO Number, using an invoice form approved by the County.

3.1.5 The CONSULTANT's Project Manager or other authorized officer shall, by affidavit, attest to the correctness and accuracy of all charges and requested reimbursements.

3.1.6 Any invoice submitted that does not satisfy the criteria as outlined herein will be returned to the CONSULTANT until correct.

3.1.7 Each individual invoice shall be due and payable 30 days after the date the COUNTY receives a correct, fully documented, invoice in form and substance satisfactory to the COUNTY with all appropriate cost substantiations attached. All invoices shall be delivered to:

Chad Williams
County Engineer
P.O. Box 1529
Lake City, FL 32056-1529

3.1.8 In order to enable both parties to close their books on a project, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT's final/last billing for the services rendered to the COUNTY for each project. The CONSULTANT's submission of a Final Invoice for a project is its certification that all its services have been properly performed and all charges and costs have been invoiced to the COUNTY. Upon receipt of the Final Invoice, the account for such project will be closed, and the CONSULTANT shall be deemed to have waived any further charges not properly included on the Final Invoice.

3.1.9 Payment of the Final Invoice by the COUNTY shall not constitute evidence of the COUNTY's acceptance of the CONSULTANT's performances of the Services.

3.2 Reimbursable Expenses

3.2.1 All of the CONSULTANT's requests for payment of pre-approved actual "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed by the County at cost. The CONSULTANT's requests for payment shall include copies of paid receipts, invoices or other documentation acceptable to the COUNTY.

3.2.2 All assets (i.e. durable goods, equipment, etc.) purchased, as part of the Reimbursable Expenses become the property of the COUNTY. The CONSULTANT shall maintain a running current inventory of all such assets during the rendering of Services and all such assets shall be turned over to the COUNTY upon completion of the project or termination of this Agreement.

4.0 Standard of Care

4.1 The CONSULTANT represents to the COUNTY that it has the personnel and experience necessary to perform all Services in a professional and workmanlike manner and

specifically warrants that all Services shall be performed by skilled and competent personnel to the professional standards in the field.

4.2 The CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

4.3 The CONSULTANT shall, at no additional cost to the COUNTY, re-perform all those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

5.0 Independent Contractor

5.1 The CONSULTANT undertakes performance of the Services as an independent contractor and will be wholly responsible for the methods and manner of performance.

5.2 The COUNTY shall have no right to supervise the methods the CONSULTANT uses to perform the Services, but the COUNTY shall have the right to observe the CONSULTANT's performance.

5.3 The CONSULTANT shall work closely with the COUNTY in performing Services under this Agreement.

5.4 The CONSULTANT shall not pledge the COUNTY's credit or make the COUNTY a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The CONSULTANT shall have no right to speak for or bind the COUNTY in any manner.

5.5 Professional Liability Insurance. CONSULTANT shall maintain One Million Dollars (\$1,000,000.00) for errors and omissions inclusive of defense costs. The CONSULTANT shall be required to provide continuing Professional Liability Insurance to cover all Services provided for this Agreement for a period 7 years after this Agreement is completed. Notwithstanding the foregoing requirement, the insurance requirements may *vary depending* on the Services the CONSULTANT will provide for each project as determined by the County Administrator. Accordingly, the COUNTY may from time to time require the CONSULTANT to provide a higher level of *coverage* for certain Services provided in support of a specific TO for certain projects and time periods.

5.6 Workers Compensation. The CONSULTANT shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

6.0 Compliance with Laws

6.1 In performance of the Services, the CONSULTANT agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If CONSULTANT observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 381, Florida Administrative Code; and (4) Florida Department of Transportation Manual of Traffic Control and Safe Practices.

6.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONSULTANT must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONSULTANT must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONSULTANT is a state or local government, the CONSULTANT may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

7.0 Public Entity Crimes

7.1 The CONSULTANT understands and acknowledges that this Agreement will be void in the event the conditions stated in Section 287.133, *Florida Statutes*, relating to conviction for a public entity crime apply to the CONSULTANT.

8.0 COUNTY's Responsibilities

8.1 The COUNTY shall be responsible for providing access to all COUNTY project sites, and providing information in the COUNTY's possession that the CONSULTANT may

reasonably require to perform the Services including existing reports, studies, financial information, and other relevant data that are available in the files of the COUNTY.

9.0 Termination of Agreement

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9.1.1 Immediately discontinue all affected Services unless the notice directs otherwise; and

9.1.2 Deliver to the COUNTY all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the CONSULTANT in performing this Agreement, whether completed or in process.

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CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

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20.2 All invoices submitted to the COUNTY pursuant to this Agreement are subject to audit and demand for refund of overpayment for a time extending years beyond the expiration or earlier termination of this Agreement.

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As to County: Columbia County Board of County Commissioners
P.O. Box 1529, Lake City FL 32056-1529
Attention: Chad Williams
Email: chad_williams@columbiacountyfla.com

As to Consultant: Daniel & Gore, LLC
P.O. Box 1501, Lake City, FL 32056
Attention: Scott Daniel
Email: sdaniel@dgsurveying.com

21.2 Nothing contained in this Section shall be construed to restrict the transmission of routine communications between representatives of the CONSULTANT and the COUNTY.

22.0 Contract Administration

22.1 The CONSULTANT shall deliver the Services under the general direction of the County Manger, County Engineer, County Attorney. COUNTY'S representative during the term of this Agreement.

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23.1 IN NO EVENT SHALL THE COUNTY BE LIABLE TO THE CONSULTANT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.


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24.1 The CONSULTANT acknowledges the COUNTY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request. The CONSULTANT acknowledges that the COUNTY is required to comply with Article I, Section 24, of the Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute and constitutional provisions control over the terms of this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

CONSULTANT: Daniel & Gore, LLC
(Company Name)

ATTEST:

By: Scott Daniel (Signature) 

(Printed) Its: MGM (Title)

Date: 04/29/2020

Witness:



Its: WITNESS Date: 4/29/2020

President/Corporate Secretary/Witness

[Corporate Seal]

2nd Witness (if not incorporated)

OWNER: Board of County Commissioners of Columbia County, Florida

(SEAL)

By: _____

Chairman

Clerk: _____

Date: _____

Approved as to Form and Content:

County Attorney

EXHIBIT B

HOURLY PRICE SCHEDULE

Professional Surveyor	\$125.00 per hour
Project Manager	\$80.00 per hour
2-Man Survey Crew	\$125.00 per hour
3-Man Survey Crew	\$150.00 per hour
GPS Survey Crew	\$150.00 per hour
CADD Technician	\$60.00 per hour
Clerical	\$40.00 per hour