

CONTRACT FORM

Name: Sarabi & Asso., Inc.

Description: Engineering, Technical, management, Consulting & Administrative Services.

Category (circle one):

Building -Office Space Agreements

Interlocal Government Agreements

Recreation Agreements

Construction Agreements

Maintenance Agreements

Service Agreements

Employment Agreements

Professional Service Agreements

Start Date: 7-29-14 End Date: 7-29-14

Auto Review (circle one):

Yes

No

Review every _____ months.

AGREEMENT

THIS AGREEMENT made and entered into this 17th day of July, 2014, between **DARABI AND ASSOCIATES, INC.**, whose mailing address is 4140 NW 37TH Place Suite A Gainesville, FL 32606 hereinafter referred to as "Engineer;" and **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, hereinafter referred to as "County."

RECITALS

WHEREAS, Engineer is a Florida licensed professional engineer properly registered in the State of Florida to provide such services, including consulting, design and other engineering services; and

WHEREAS, County desires to retain the services of Engineer to accomplish a wide range of engineering, technical, management, consulting, and administrative services to assist bringing to completion as expeditiously as possible various projects as determined by the County Manager; and

WHEREAS, Engineer will be an independent contractor, but paid on an hourly basis, or on a lump sum basis per project within the agreed upon rate structure, for the services rendered to County. No benefits will be provided to Engineer and no payroll or other taxes withheld as Engineer is an independent contractor.

NOW, THEREFORE, in consideration of the mutual covenants and agreements between the parties as set forth herein, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the parties, they agree as follows:

1. The foregoing recitals are true and correct.
2. Engineer agrees to perform professional engineering services for the County, including but not limited to those services described in the Scope of Services in RFQ 2011-C, attached hereto and incorporated herein by reference, and such other tasks as may be specifically assigned to the Engineer and accepted by the Engineer as may be directed by the County Manager.
3. The County's responsibilities in connection with the work are as follows:

- (a) provide to the Engineer available information, reports and other data in possession or available to the County to assist Engineer in performing his tasks herein described;
- (b) designate a person to act as County's representative with respect to the work to be performed under this agreement;
- (c) upon proper billing to the County, pay Engineer the agreed hourly rates as per Exhibit "1" attached hereto and incorporated herein by reference for services performed. The parties acknowledge no additional benefits will be provided by the County to the Engineer, and Engineer shall be responsible for all payroll tax and other withholding as to Engineer and/or Engineer's employees or representatives; and

4. The responsibilities of Engineer in connection with the work are as follows:

- (a) Engineer shall be an independent contract and not an employee of the County;
- (b) Engineer shall not perform any work outside the scope of services described herein without prior written authorization from the County, and any such additional work shall be reimbursed at the rates as per Exhibit "1" attached hereto and incorporated herein by reference.
- (c) Engineer shall perform all the work and services described herein, and shall not be authorized to subcontract any of the work without the prior written authorization from the County;
- (d) during the term of this Agreement, Engineer will maintain his status as a properly licensed engineer in the State of Florida; and
- (e) Engineer will maintain during the term of this agreement the following insurance coverage:
 - Comprehensive General Liability for a minimum limit of \$2,000,000 per occurrence on an occurrence policy form, and property damage liability for a limit of \$1,000,000 per occurrence.

- Professional Liability for \$1,000,000.
- Comprehensive Auto Liability for a minimum limit of \$1,000,000 per occurrence.
- Workers Compensation coverage in the statutory amounts for the prime firm and each partner or subconsultant firm.

5. Engineer shall provide the County with the original and minimum of two (2) additional copies of documents, drawings and data summaries and such additional copies as the County may request at the County's expense for the reproduction of such documents. The original of such documents are produced for the benefit of the County and shall be the County's property, except the County agrees it will not sell or improperly publish or display the documents in any manner. The County shall be allowed to use and reproduce the documents for its own use without further consent of the Engineer and without further compensation to the Engineer provided, however, that such use and reproduction shall be without liability to the Engineer and at the sole risk of the County.

6. The County agrees to pay the Engineer in a timely manner within thirty (30) days of submission of properly completed, documented, and signed invoices from the Engineer to the County.

7. Engineer, at his own expense, indemnifies, defends and holds harmless the County from any against any and all claims arising out of or relating to personal injury (including death), or property damage which is caused by any negligent act, error or omission or willful misconduct of Engineer, his employees or subcontractors.

8. This agreement is effective from the date it is signed by both parties and will remain in effect for the initial term of three years provided either party may terminate this agreement with written notice to the other effective immediately if the other party is in material breach of this agreement and, in the case of a breach capable of remedy, fails to cure the breach within thirty (30) days of receiving written notice of the breach. Either party may cancel this agreement upon thirty (30) days prior written notice to the other party without cause. This agreement may be extended annually upon mutual written agreement of the parties.

9. This agreement shall be governed and interpreted in accordance with the

laws of the State of Florida and Columbia County, Florida shall be the sole and exclusive venue for any legal action between the parties.

10. In the event of a breach of this agreement, the defaulting party shall be liable to the prevailing non-defaulting party for all reasonable costs and attorney's fees, including appellate fees.

IN WITNESS WHEREOF, the parties have executed the agreement the day and year first above written.

Signed, sealed and delivered
in the presence of:

DARABI AND ASSOCIATES, INC.

Connie S. Brecheen
Witness

By: [Signature]

Connie S. Brecheen
Print or type name

Print: Frank Darabi

KEVIN WILBY
Witness

(SEAL)

[Signature]
Print or type name

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this 29th day of July, 2014, by **FRANK DARABI**, as president of **DARABI AND ASSOCIATES, INC.**, who is personally known to me or who has produced a Florida driver's license as identification.

Connie S. Brecheen
Notary Public, State of Florida

(NOTARIAL
SEAL)

My Commission Expires:

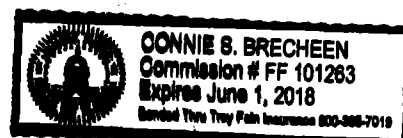


Exhibit " 1" Page 1 of 2
DARABI AND ASSOCIATES, INC.

(1) Staff Costs

Staff costs shall be invoiced at the following standard billing rates:

<u>Classification</u>	<u>Hourly Rate</u>
Principal / Senior Engineer	\$187.00
Senior Project Manager	\$165.00
Project Manager	\$145.00
Scientist I	\$ 90.00
Scientist II	\$ 95.00
Geologist	\$115.00
Accountant	\$ 90.00
Technician III	\$ 70.00
CAD Tech	\$ 75.00

(2) Reimbursable Expenses

Expenses incurred, such as surveying, soil borings, subcontractors/sub -consultants, are to be charged at direct cost plus 15 percent.

Expenses incurred, such as travel, lodging, meals, printing, binding, drafting materials, and miscellaneous are to be charged at direct cost plus 10 percent