

AGREEMENT FOR REGISTERED SURVEYING AND MAPPING SERVICES

This Agreement is entered into by and between The School Board of Clay County, Florida, ("SBCC") 900 Walnut Street, Green Cove Springs, Florida, 32043, and Perret & Associates, Inc, ("Contractor") 1614 Atlantic University Circle, Jacksonville, Florida 32207 for Registered Surveying and Mapping Services for various needs county-wide.

This Agreement shall cover the period from April 20, 2007 through April 17, 2008. At the expiration of its term, by mutual agreement between the parties, this Agreement may be renewed for additional contract periods on same terms and conditions. Notice of intent to renew shall be given to the Contractor in writing by the SBCC normally sixty (60) days before the expiration date of the current Agreement. This notice shall not be deemed to commit the SBCC to a contract renewal.

This Agreement shall include surveying and mapping of developed and undeveloped property. The SBCC shall issue a purchase order for each project detailing the scope of work requested.

The SBCC shall notify the Contractor when work is required. Contractor shall respond to the SBCC within forty-eight hours (48) after notification. A SBCC representative shall schedule a meeting with Contractor to discuss the scope of work required. Based upon those discussions, the Contractor shall submit to the SBCC a lump sum cost proposal to perform the work based upon their fixed hourly rates contained in this Agreement. The estimate shall contain the estimated number of hours broken out by category of service, firm hourly rates for each category, a narrative describing work to be performed and estimated time for completion. After review and acceptance of the cost proposal, the SBCC shall issue a purchase order to perform the work.

When the scope of services involves work of such nature that the Contractor cannot reasonably estimate the time which would be required to provide the services, the SBCC may agree to an Hourly Rate Purchase Order based on the actual hours worked times the hourly rate indicated in this Agreement.

If delay is foreseen, Contractor shall give thirty (30) days prior written notice to the SBCC. The SBCC has the right to extend completion date if reasons appear, in the sole discretion of the SBCC, to be valid. Contractor must keep the SBCC advised at all times of status of order. Default in promised completion (without accepted reasons) or failure to meet specifications, authorizes the SBCC to purchase services elsewhere and charge full increase in cost and handling to the Contractor.

Any reports, surveys, specifications or other documents prepared by the Contractor in the performance of its obligations under this Agreement shall be the exclusive property of the SBCC. The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractor's obligations under this Agreement without the prior written consent of the SBCC.

Subject to the provisions below, this Agreement may be terminated by the SBCC upon thirty (30) days advanced written notice to Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this Agreement may be extended upon written approval of the SBCC until said work or services are completed and accepted.

Termination by the SBCC for cause, default or negligence on the part of the firm shall be excluded from the foregoing provision; termination costs, if any shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

If funds are not appropriated or otherwise made available to support continuation of the performance of this contract in a subsequent fiscal year, then this Agreement shall be canceled and Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under this Agreement.

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor under their sole direction and not an employee or agent of the SBCC. Contractor shall supply appropriate employees and the SBCC may require the Contractor to remove an employee it deems careless, inappropriate, insubordinate or otherwise objectionable and whose presence on the SBCC property is not in the best interest of the SBCC. Each employee of the Contractor shall have and/or wear proper identification while performing work for the SBCC.

Contractor and all their employees, when required, shall obtain a Level II fingerprinting and background screening in accordance with the Jessica Lunsford Act. All cost associated with obtaining fingerprinting and background check shall be at no expense to the SBCC. Refer to the SBCC web site www.clay.k12.fl.us and click into Jessica Lunsford Act for more information on when and how to obtain fingerprinting and background checks under this law and what employee this may affect.

Contractor shall not assign, transfer, convey, subcontract or otherwise dispose of this Agreement, or of any or all of their rights, title or interest herein, or their power to execute such Agreement to any person, company or corporation without prior written consent of the SBCC. Contractor has the sole and exclusive responsibility for furnishing services in accordance with the Agreement. Contractor's obligations cannot be delegated.

Contractor shall be paid upon submission of invoices to the SBCC at the prices stipulated on this Agreement. After acceptance for services performed under this Agreement invoices shall be paid in accordance with the Florida Prompt Payment Act. Invoices shall contain purchase order number. An original invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment.

Contractor shall maintain any and all current licenses throughout this entire Agreement, failure to do so may be cause for immediate termination.

Prior to commencement of performance under this Agreement, Contractor shall furnish to the SBCC Purchasing Department, a certificate of insurance clearly indicating the following insurance coverage's have been obtained:

General Professional Responsibility – minimum \$1,000,000.

General Commercial Liability – minimum \$1,000,000.

Business Automobile Liability – minimum \$1,000,000 per occurrence

Worker's Compensation – minimum statutory limits

The SBCC shall be named as an additional insured on the Contractor's policy.

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the firm to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the firm any fee, commission, percentage, gift or any other consideration contingent upon the award of this Agreement.

Contractor shall comply with the requirements of law regarding ethics as set forth in Chapter 112, Florida Statutes, and rules promulgated by the Florida Commission of Ethics.

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only the provision adjudged or decreed to be invalid and the remaining provisions shall continue to be valid, binding and in full force and effect.

Contractor shall hold and save the SBCC, its officers, agents and employees harmless against the claims by third parties resulting from Contractor's breach of this Agreement or Contractor's negligence.

Contractor shall, in addition to any other statutory or common law obligation to indemnify the School Board, indemnify, defend and hold harmless the School Board, its agents, officers, elected officials and employees against all claims, actions, liabilities, damages, losses, costs, fines, punitive damages and expenses of any kind or nature whatsoever, including but not limited to attorney's fees and legal costs brought against the School Board and/or its agents, officers, elected officials, employees and assigns, by any individual, corporation, consortium or any other legal person or entity, arising out of or caused by the acts or omissions, negligence, recklessness, intentional wrongful misconduct, violations of laws, statutes, ordinances, government administration orders, rules or regulations of the contractor, contractor's employees, officers, agents subcontractors, sub-subcontractors, materialman or agents of any tier or their respective employees. This indemnification clause shall not be construed to require any indemnitor to indemnify the School Board for any negligence on the part of the School Board, its agents or employees.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts or any statutory bar.

This indemnification/hold harmless provision shall survive the termination of any contract with the School Board.

The fee to provide Registered Surveying and Mapping Services under this Agreement shall be provided at the following rates:

Field Work - \$150.00 per hour

Office Work - \$75.00 per hour

Contractor shall provide an itemized breakdown of costs when invoicing.

Executed this 19th day of April, 2007

Chairperson -School Board of Clay County, Florida

Date

Authorized Representative of Perret & Associates, Inc.

Date

THE ATTACHED MANDATED FORMS MUST BE COMPLETED AND SIGNED:

Required forms (attached and described below) - please execute and include with proposal

1 - Certification regarding non-discriminating

2 - Certification regarding lobbying

3 - Certification regarding debarment, suspension, ineligibility and voluntary exclusion

4 - Drug-free workplace certification

Please note the following public entity crime statement:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, for category two for a period of 36 months from the date of being placed on the convicted vendor list.

Discrimination: an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

If applicable, it should be noted that the program/project requiring the solicitation of this bid is being funded by the percentage of Federal funds listed below:

NA %

CERTIFICATION REGARDING NON-DISCRIMINATING

The undersigned assures that it shall comply with:

- A. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin.
- B. Section 504 of the Rehabilitation Act of 1973, as amended, 20 U.S.C. 794, which prohibits discrimination on the basis of handicap.
- C. Title IV of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex.
- D. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 Et seq., which prohibits discrimination on the basis of age.
- E. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- F. The Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for person with disabilities.
- G. All regulations, guidelines, and standards as are now or may be lawfully adopted under the above statutes.

The vendor agrees that compliance with this assurance constitutes a condition of receiving payments under this contract/purchase order and that it is binding upon the vendor for the period during which services/products are provided.

Authorized Signature of Vendor

Date

CERTIFICATION REGARDING LOBBYING

Certification for contracts, grants, loans and cooperative agreements

The undersigned certifies, to the best of their knowledge and belief, that:

1. No federal appropriated funds have been paid or shall be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-III, "disclosure form to report lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U. S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Signature of Vendor

Date

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive order 12549, debarment and suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFT Part 85, Section 95.105 and 85.110.

1. The bidder (contractor) certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three year period preceding this invitation to bid been convicted of or had civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining or attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction: violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of paying federal funds or shall pay federal funds by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with the making of any federal grant, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal grant or cooperative agreement.
 - D. Have not within a three year period preceding this invitation to bid had one or more public transaction (federal, state or local) terminated for cause or default; and
2. Where the bidder is unable to certify to any of the statement in this certification, he or she shall attach an explanation to this bid package.

As duly authorized representative of the company or individual submitting the bid proposal, I hereby certify that the company or individual does comply with the above certification.

Name of bidder _____

Printed name and title of authorized representative

Signature: _____ Date: _____

DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.07, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie bids shall be followed if none of the tied vendors have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions what shall be taken against employee for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later that five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

COMPANY NAME _____

VENDOR'S
SIGNATURE _____