

**AGREEMENT FOR PROFESSIONAL
CIVIL ENGINEERING SERVICES**

THIS AGREEMENT is entered into this 9 day of November, 2006, between the CITY OF GAINESVILLE, FLORIDA, a municipal corporation existing under the laws of the State of Florida (CITY) and CAUSSEAU & ELLINGTON, INC. (CONSULTANT).

WITNESSETH:

WHEREAS, the CITY desires to obtain professional civil engineering services as described in the Scope of Services.

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

A. Scope of Services

The CONSULTANT agrees to perform professional civil engineering services as assigned by the CITY. The CITY may enter into other agreements for the performance of these services as deemed in the best interest of the CITY.

The scope of work may consist of the following:

1. Primary Services

- a. Surveying Services – Platting/Mapping
- b. The CITY anticipates that the following particular types of surveys may be required in support of project engineering by the CONSULTANT:

- | | |
|-------------------------------|----------------------------|
| - Boundary Surveys | - As Built Surveys |
| - Right-of-way Surveys | - Quantity Surveys |
| - Construction Layout Surveys | - Bench Mark Establishment |
| - Topographic Surveys | - Surveying Cost Estimates |

c. Engineering Services

- Cost Estimating
- Highways, Streets, Airfield Paving, Parking Lots
- Recreation Facilities (Parks, Marinas, etc.)

- Storm Water Handling & Facilities
- Value Analysis, Life-Cycle Costing
- Miscellaneous
- Sidewalk and Bike Path Design
- Preparation of Construction Contract Documents and Bid Specifications
- Florida Department of Transportation Driveway and Drainage Connection Permitting

2. Secondary Services (Services that may be provided by approved subconsultant)

a. Engineering Services

- Bridges, Pedestrian and bicycle bridges
 - Computer Facilities, Computer Service
 - Construction Management
 - Dams (Earth, Rock), Dikes, Levees
 - Planning (Site, Installation, and Project)
 - Soils & Geologic Studies, Foundations
 - Inspection Services
 - Urban Renewals, Community Development
 - Water Resources, Hydrology, Ground Water
- 1) Drainage Studies should include experiences with the following:
 - a) Modeling using:
 - b) HEC-2
 - c) HEC-RAS
 - d) HEC-HMS
 - 2) Urban drainage areas ranging in size from:
 - a) Lower limit – 1 acre
 - b) Upper limit – 2,000 acres
 - 3) Basin modeling generates or uses the following:
 - a) Flood estimates
 - b) Runoff hydrographs
 - c) Alachua County – soil survey
 - d) Land uses
 - e) Rainfall intensity – duration curves
 - 4) Flow controls including but not limited to:
 - a) Flood routing
 - b) Detention/retention structures
 - c) Sedimentation transport
 - d) Hydroeconomic analysis

b. Miscellaneous

- 1) City of Gainesville Patting Process (may act as agent for the CITY)
- 2) City of Gainesville Minor Subdivision Process (may act as agent for the CITY)
- 3) City of Gainesville Development Review Process (may act as agent for the CITY)
- 4) Structural Design, Special Structures

B. Term

The contract period for work under this agreement shall commence upon execution and shall end on September 30, 2007. However, upon satisfactory and faithful performance of this contract by the Contractor, the City reserves the right, through negotiation with the Contractor, to extend the term of this contract for a 12-month period with a maximum of five (5) such extensions. Parties may negotiate changes in terms or in price when renewing the contract; however, any change in price must be based upon a substantiated increase in cost to vendor (i.e. vendor price index or other acceptable industry standard indexing method).

C. Schedule

1. The services of the CONSULTANT are to commence on the date the Agreement is executed by both the CITY and the CONSULTANT. The CONSULTANT will complete all assigned projects in accordance with the time of performance provision discussed in Section D.
2. The CONSULTANT shall prepare a written proposal with completion dates, fees and expenses for each portion of the project as per a project work order as defined in Section D. The proposal will indicate the accomplishment of the project objectives within the time allotted and must be submitted to the Public Works Department for written approval. The CONSULTANT and the Public Works Department shall see that such approved objectives are met and the time schedules are adhered to.

D. City Responsibilities and Tasks

The CITY will be responsible for the following tasks:

1. Delineate specific projects for CONSULTANT. Each time the CITY elects to obtain professional services under this Agreement, the CONSULTANT shall be notified by a written project work order. The CONSULTANT will prepare a written proposal for review by the CITY.

Upon review and acceptance of the CONSULTANT'S proposal, the CITY shall issue a written Notice to Proceed to the CONSULTANT clearly

specifying the following as agreed upon in the proposal review and approval state:

- The scope of services to be furnished, including parameters for required reports, if applicable
 - The time of performance
 - The amount and terms of payment of the CONSULTANT'S fee, including amount for professional fees and other reimbursable expenses
 - Any other specifics pertaining to the work
2. Monitor work achieved for contract compliance
 3. Provide information concerning the project which is available in CITY files
 4. Inform the CONSULTANT of any known design parameters or requirements

E. Compensation

Compensation to the CONSULTANT for services performed under each Notice to Proceed issued shall be established when each Notice to Proceed is prepared. The amount of such compensation will be based on hourly rates plus reimbursable expenses. The CONSULTANT will be paid based on the hourly rates referenced in Attachment I. Rates may be adjusted upon mutual agreement with the CITY.

The CONSULTANT shall submit monthly invoices for payment, describing the specific tasks performed under this Agreement with the percentage work completed. The CONSULTANT is entitled to receive a lump sum or hourly rate as defined under the terms of this Agreement. Total work hours per specific task will be indicated when payment is based on an hourly rate.

All payments for services as herein discussed are contingent upon the satisfactory progress of the work and the work itself being satisfactory to the CITY.

Payment shall be made within thirty (30) days from the date the invoice is approved by the Public Works Department.

F. Standard of Care

CONSULTANT'S services shall be performed with the skill and care which would be exercised by comparable qualified professional engineers performing similar services at the time and place such services are performed. If the failure to meet these standards results in deficiencies in the design, the CONSULTANT shall furnish, at its own cost and expense, the redesign necessary to correct such deficiencies, and shall be responsible for any and all consequential damages arising from these deficiencies.

G. Personnel

The CONSULTANT will perform all of the services and none of the work or services covered by this Agreement shall be subcontracted without prior written authorization by the CITY. The interest of the CONSULTANT shall not be assigned without the prior written authorization of the CITY.

The CONSULTANT will staff the project with qualified individuals and secure others at the CONSULTANT'S own expense as required to carry out and perform the Scope of Services of this Agreement. Such personnel shall not be employees of or have any personal fiscal relationship with any employees or officials of the CITY. Such personnel shall be fully qualified and shall be authorized under State law to perform such services. The CONSULTANT retains the authority to utilize specific qualified personnel, as the project from time to time shall require. Failure of the CONSULTANT for any reason to make the personal service of any person available to the CITY to the extent necessary to perform the services required shall fully and promptly shall be cause for termination of this Agreement. Any changes in Item G. Personnel will be made only by mutual written consent of the CONSULTANT and the CITY.

H. Indemnification

The CONSULTANT agrees to indemnify and defend the CITY from any loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused by the negligence or willful misconduct of the CONSULTANT, its employees, or agents in connection with the services provided under this Agreement.

I. Insurance

The limit of liability shall be equivalent to the insurance coverage required below. The CONSULTANT shall procure and maintain during the life of this Agreement insurance of the types and in the minimum amounts as follows:

- Workers' Compensation Insurance providing coverage in compliance with the laws of the State of Florida in which any part of the work is to be performed, and Employer's Liability Coverage with the minimum of \$1,000,000 for each occurrence.
- Comprehensive General Liability Insurance: Bodily injury and property damage combined single limit, \$1,000,000 each occurrence, \$1,000,000 aggregate.
- Architects' and Engineers' Professional Liability Insurance: Bodily injury and property damage combined, \$1,000,000 aggregate.
- Automobile Liability Insurance: Property Damage \$500,000 per occurrence (combined single limit for bodily injury and property damage).

Said insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to the CITY. A certificate or certificates evidencing the maintenance of said insurance shall be furnished to the CITY and shall provide that the insurance evidenced by the certificate will not be canceled or reduced except after thirty (30) days from receipt by the CITY of written notice thereof. The policy or policies of insurance except for the Engineers' Professional Liability Insurance shall name the CITY as additional insured.

Nothing in this agreement shall be interpreted as a waiver of the CITY'S sovereign immunity under F.S. 768.28.

J. Termination

This Agreement may be terminated by the CITY, with or without cause, upon thirty (30) days written notice by certified mail to the CONSULTANT. In the event this Agreement is terminated as provided herein, the CONSULTANT shall be reasonably compensated for services rendered to the effective date of such termination, as mutually agreed upon.

K. Successors and Assigns

The provisions of this Agreement shall be binding on the successors and assigns of the parties hereto and it is mutually agreed that the CONSULTANT shall not assign the Agreement without express written consent of the CITY.

L. Applicable Law

This Agreement shall be interpreted by the laws of the State of Florida. Venue in Alachua County, Florida.

M. Legal Insertions, Errors, Inconsistencies, or Discrepancies in Agreement

It is the intent and understanding of the parties to this Agreement that each and every provision of law required to be inserted in this Agreement shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if through mistakes or otherwise any such provision is not inserted in correct form, then this Agreement shall, upon application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party.

If this Agreement contains any unlawful provisions, not an essential part of the Agreement and which appear not to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon the application of either party, be stricken from the Agreement without

affecting the binding force of the Agreement as it shall remain after omitting such provision.

If this Agreement contains any errors, inconsistencies, ambiguities, or discrepancies, including typographical errors, the CONSULTANT shall request a clarification of same by writing to the CITY Engineer whose decision shall be binding upon the parties.

N. Statement of Non-Inducement

The CONSULTANT warrants that no company or person, other than a bona fide employee working solely for the CONSULTANT, has been employed or retained to solicit or secure this Agreement. The CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of making of this Agreement.

Notwithstanding any other provisions of this Agreement, for the breach or violation of this paragraph, the CITY shall have the right to terminate this Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, or consideration.

O. Non-Discrimination

No person on the grounds of race, color, religion, national origin, or sexual orientation, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination during the performance of the scope of services of this Agreement.

P. Entire Agreement

This Agreement, Attachment I hereto, the City's Request for Qualifications dated March 31, 2006, Addendum No. 1 dated April 19, 2006, Addendum No. 2 dated April 24, 2006 and Contractor's response, constitutes the entire Agreement between the parties hereto. Modifications of this Agreement shall be in writing, signed by both parties, and incorporated as written amendments to the Agreement prior to becoming effective.

Q. Changes

The CITY may, from time to time, require or request changes in the scope of services of the CONSULTANT to be performed hereunder. Such changes, including any appropriate increase or decrease in the amount of compensation and

changes in the project schedule, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated in written amendments to this Agreement as change orders.

The CITY shall have the right to increase or reduce the scope of the services of the CONSULTANT hereunder, at any time and for any reason, upon written notice to the CONSULTANT specifying the nature and extent of such reduction or increase. In the event of an addition to the scope of services, the CONSULTANT shall be fully compensated for additional work as mutually agreed upon by the CITY and the CONSULTANT. In the event of a reduction to the scope of the services, the total amount due the CONSULTANT will be reduced; however, the CONSULTANT shall be fully compensated for the work already performed, including the payment of all necessary contract fee amounts due and payable hereunder prior to receipt of written notification of such reduction in scope, and shall be compensated for the work remaining to be done as determined by the City Engineer. The work of revising documents as a result of a reduction in the scope of the services shall be compensated for as a change therein as provided in this paragraph.

In the event, however, that any change is required in the plans, drawings, specifications or other documents because of defect of design or unworkability of details, or because of any other fault or errors of the CONSULTANT, no additional compensation shall be paid to the CONSULTANT for making such changes.

R. Notices

Except as otherwise provided herein, any notice, approval, acceptance, request, bill, demand or statement hereunder from either party to the other shall be in writing and shall be deemed to have been given when either delivered personally or deposited in a U.S. Mailbox, in a postage-prepaid envelope, addressed to the other party. Either party may at any time change such address by delivering or mailing, as aforesaid, to the other party, a notice stating the change and the changed address.

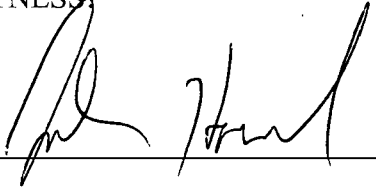
Addresses of the CITY and CONSULTANT are as follows:

CITY
City of Gainesville
Public Works Department, MS58
PO Box 490
Gainesville, FL 32602-0490
Attn: Emery Swearingen, P.E.

CONSULTANT
Causseaux & Ellington, Inc.
6011 NW 1st Place
Gainesville, FL 32607
Attn: Donnie Ellington, P.E.

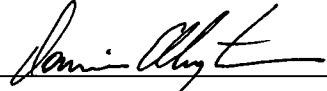
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed for the uses and purposes therein contained on the day and year first above written.

WITNESS:



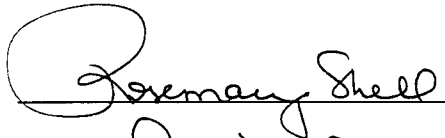
Title: _____

CAUSSEAU & ELLINGTON, INC.



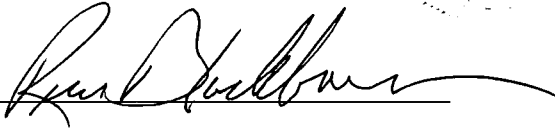
Title: Vice President

WITNESS:



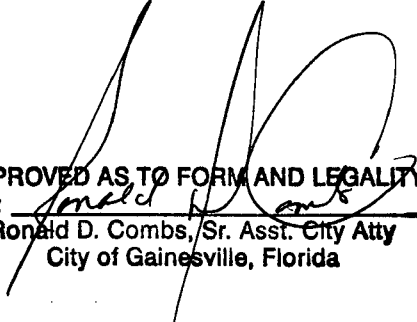
Title: Admin. Asst.

CITY OF GAINESVILLE



Title: City Manager

APPROVED AS TO FORM AND LEGALITY

By: 

Ronald D. Combs, Sr. Asst. City Atty
City of Gainesville, Florida

**FIRST EXTENSION TO THE CONTRACT FOR
PROFESSIONAL CIVIL ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into this 14 day of December, 2007, by and between THE CITY OF GAINESVILLE, FLORIDA, a municipal corporation (hereinafter referred to as "CITY"), and CAUSSEAU, HEWETT, AND WALPOLE, INC. (hereinafter referred to as "CONTRACTOR").

WHEREAS, the CITY and CONTRACTOR have previously entered into an agreement for Professional Civil Engineering Services dated November 9, 2006; and

WHEREAS, the CITY and CONTRACTOR desire to continue the agreement through September 30, 2008;

NOW, THEREFORE, the parties hereto agree as follows:

1. Section I, paragraph pertaining to Workers' Compensation of the Agreement is amended in its entirety to read as follows:

Workers' Compensation Insurance providing coverage in compliance with Chapter 440, Florida Statutes.

2. CONTRACTOR will continue to provide the services described in the agreement dated November 9, 2006, during the period of October 1, 2007 through September 30, 2008, subject to the same terms and conditions.
3. This extension, when executed, together with the original Contract, constitutes the entire contract between the parties.

WITNESS:

Helen Helms
Title: Receptionist

CAUSSEAU, HEWETT, AND
WALPOLE, INC.

[Signature]
Title: President

WITNESS:

Helen Harris
Title: Sr. Executive Asst.

CITY OF GAINESVILLE:

[Signature]
Title: City Manager

APPROVED AS TO FORM AND LEGALITY:

[Signature]

**SECOND EXTENSION TO THE CONTRACT FOR
PROFESSIONAL CIVIL ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into this 13th day of August, 2008, by and between THE CITY OF GAINESVILLE, FLORIDA, a municipal corporation (hereinafter referred to as "CITY"), and CAUSSEAU, HEWETT AND WALPOLE, INC. (hereinafter referred to as "CONTRACTOR").

WHEREAS, the CITY and CONTRACTOR have previously entered into an agreement for Professional Civil Engineering Services dated November 9, 2006, and First Extension dated December 14, 2007, and

WHEREAS, the CITY and CONTRACTOR desire to continue the agreement through, September 30, 2009.

NOW, THEREFORE, the parties hereto agree as follows:

1. CONTRACTOR will continue to provide the services described in the agreement dated November 9, 2006, and First Extension dated December 14, 2007, during the period of October 1, 2008, through September 30, 2009, subject to the same terms and conditions.
2. This extension, when executed, together with the original contract and first extension, constitute the entire contract between the parties.

WITNESS:

CAUSSEAU, HEWETT AND
WALPOLE, INC.

Hevia Helms

Title: Receptionist

[Signature]

Title: President

WITNESS:

CITY OF GAINESVILLE, FLORIDA:

[Signature]
Rosemary Shell

Title: Admin Asst.

[Signature]
Russ Blackburn, City Manager

APPROVED AS TO FORM AND LEGALITY:

[Signature]
Natalie McKellaris

6/9/99