



**Client Name: Alachua County Housing Authority**

**Property Address / Parcel ID: 06675-020-039 (924 SW 61ST ST, GAINESVILLE, FL)**

**Email: ron@acha-fl.com**

**Phone: 352-372-2549 ext 512**

### **Contract for Fence Survey**

This price proposal is in response to your request for 3002 Surveying to provide professional surveying and mapping services in connection with the referenced property address or Parcel ID.

#### **SCOPE OF SERVICES:**

Boundary Survey: 3002 Surveying will provide a fence survey which consists of the following scope and standard of care:

- **Research:** The property's deeds, plats, legal descriptions, and other reference material will be researched with the local County Property Appraiser and with the County's Official Records. This is done to help ensure that there are no conflicts with surrounding properties. Other sources of data will be used to help prepare for the field work associated with this job.
- **Field Work** will be performed to identify the locations of the property corners and supporting surveying monuments such Permanent Control Points and then measuring them using specialized surveying instrumentation. Because this is a fence survey, **Only features in close proximity to the property line will be collected at this time.**
- **Mapping:** Upon the completion of the survey, a map will be drawn in AutoCAD or a similar CAD drafting program which will include a copy of the legal description for the property, survey notes, date(s) of the field work, and a map showing the location of the property corners, the property lines, setbacks, overhead and above ground utilities, fences, buildings, and paved or easily identifiable unpaved areas. Measurements will also be shown, showing the bearing and distance of what was measured in the field, in addition to any other relevant measurements. Building ties will also be drawn, showing the relative distance for buildings or wells to the closest property line.
- All surveying and mapping will be conducted under the direct supervision of a Florida Licensed Surveyor carrying professional liability insurance and appropriate amounts of umbrella coverage. The survey will meet the Standards of Practice as set forth by the State of Florida Board of Professional Surveyors and Mappers in Chapter 5J-17 of the Florida Administrative Code and pursuant to Section 472.027 of the Florida Statutes.

#### **Fees:**

For the above services we propose a lump sum fee of: **\$900**



**Important! Potential Issues with Boundary Surveys:**

At times, adjoining surveys and monumentation conflict with one another creating boundary disagreements and requiring an additional level of effort on behalf of the surveyor. If 3002 Surveying finds issues with a survey, additional work that goes above and beyond the normal level of effort will be required. If additional work is required, 3002 Surveying will inform the client of the situation and describe the necessary steps to move forward and provide a quote associated with the additional level of effort. If the client decides not to proceed, the originally quoted amount will be due and 3002 will provide a map which will be clearly identified as “Not a Survey” representing the monumentation the surveyor found in the field, for the client to use as a reference.

**Deliverables:**

A digitally signed PDF of the map of the survey.

**Hardcopies:**

Hardcopies of the survey can be printed at any print store; however, the printed versions of the survey will refer to the original digitally signed document, which remains the “Official” version of the survey.

If you would like 3002 to print the survey for you, in black and white, there is a \$50.00 printing, shipping and handling charge. This includes 4 copies (1 page/ 1 sided).

**Terms and Conditions:**

As a condition of this Agreement, CLIENT agrees to accept 3002 Surveying’s “Terms and Conditions of Agreement” attached hereto as Attachment “B” and made part of this agreement.

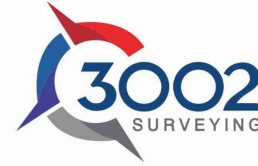
Receipt of a signed copy of this agreement will serve as our notice to proceed.

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Brian E. Murphy, PSM LS # 7033  
President  
3002 Surveying  
12207 NW 39th Ave  
Gainesville, FL 32606  
352-535-0307

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Client



## **3002 Surveying**

### **TERMS AND CONDITIONS OF AGREEMENT**

This engagement of 3002 Surveying, by CLIENT is under the following terms and conditions and is an integral part of the accepted Proposal between CLIENT and 3002 Surveying

1. The fee estimate for the proposed scope of services is valid for 30 days from the date of proposal.
2. Payment to 3002 Surveying is the sole responsibility of signatory of this Agreement and is not subject to third party agreements.
3. All schedules set forth in the attached scope of services commence upon receipt of a signed Agreement and, if requested, a retainer. All retainer amounts will be applied to the last invoice.
4. Requests for additional services must be authorized in writing before additional work can begin. Any fee adjustment required will be established at that time.
5. Invoices will be rendered upon completion and become due upon receipt. Any invoice outstanding for more than 30 days after date of invoice will be subject to a finance charge of 10 percent per month. Invoices will be rendered on a 3002 Surveying standard form. Special formats requested by the CLIENT may require additional compensation.
6. 3002 Surveying shall be entitled to collect its costs and reasonable attorney's fees incurred in the collection of any amounts due it hereunder including all costs and reasonable attorney's fees incurred in any litigation resulting from the collection or enforcement of any of the terms of this contract.
7. Invoice payments must be kept current for work to continue. If the CLIENT fails to pay any invoice due to 3002 Surveying within 45 days of the date of invoice, 3002 Surveying may, without waiving any other claim or right against CLIENT, suspend services under this Agreement until 3002 Surveying has been paid in full all amounts due to 3002 Surveying and/or any of its consultants and subcontractors. All payments due to 3002 Surveying under this contract are to be made at 3002 Surveying's business either electronically or located at 12207 NW 39th Ave, Gainesville, FL 32606. Unless 3002 Surveying elects otherwise, the venue for any proceedings brought under the terms of this contract will be in Alachua County, Florida.
8. 3002 Surveying agrees to carry the following insurance during the term of this Agreement: workmen's compensation, general liability, professional liability and comprehensive automobile liability. Certificates of insurance will be furnished upon request. If the CLIENT requires insurance coverage or limits in excess of 3002 Surveying normal policies, and it is available, CLIENT agrees to reimburse 3002 Surveying for such additional expense.
9. Damages are solely economic in nature and the damages do not extend to personal injuries or property not subject to this contract. AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.



10. The CLIENT shall, at all times, indemnify and save harmless 3002 Surveying and its officers, agents, and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages personal injuries, property losses and/or economic damages sustained by or alleged to have been sustained by any person or entity, and caused in whole or in part by the acts, omissions or negligence of the CLIENT, its agents, employees, or subcontractors in connection with the project.

11. For any damage on account of any error, omission or other professional negligence, 3002 Surveying liability will be limited to a sum not to exceed \$50,000 or the fee received under this Agreement, less third-party costs, whichever is greater.

12. 3002 Surveying shall not be responsible for failure to perform or for delays in the performance of work, which arises out of causes beyond the control and without the fault or negligence of 3002 Surveying.

13. All documents including drawings, digital files and specifications prepared by 3002 Surveying pursuant to this Agreement are instruments of service in respect to the project. They are not intended or represented to be suitable for reuse by the CLIENT on extensions of the project or on any other project. Any reuse without written verification or adaptation by 3002 Surveying for the specific purpose intended will be at the CLIENT's sole risk and without liability or legal exposure to 3002 Surveying; and the CLIENT, or whoever shall reuse said documents, shall indemnify and hold harmless 3002 Surveying from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting there from. Any such verification or adaptation will entitle 3002 Surveying to additional compensation at rates to be agreed upon by 3002 Surveying and the person or entity seeking to reuse said documents.

14. In entering into this Agreement, CLIENT has relied only upon the warranties or representation (a) set forth in this Agreement; or (b) implied in law. No oral warranties, representations or statements shall be considered a part of this Agreement or a basis upon which the CLIENT relied in entering into this Agreement. No statements, representations, warranties, or understandings, unless contained herein, exist between CLIENT and 3002 Surveying.

15. In the event that any survey staking is destroyed by acts of nature or parties other than 3002 Surveying, the cost of re-staking shall be considered as additional services and will be provided upon authorization by the CLIENT.

16. In the event all or any portion of the work prepared or partially prepared by 3002 Surveying is suspended, abandoned, or terminated by the CLIENT, the CLIENT shall pay 3002 Surveying all fees, charges, and services provided for the project, not to exceed any contract limit specified herein.

17. CLIENT is responsible for any and all taxes that may be associated with the work, including, but not limited to, municipal, state, territorial and federal taxes.

18. 3002 Surveying's services under this agreement do not include participation in any litigation. 3002 Surveying agrees to serve as an expert witness provided that a separate contract is negotiated and agreed upon.

