

Grants & Contracts - Transmittal Memo

DATE: September 15, 2017

FROM: Purchasing Division, Contracts

TO: Susie Funderburk
Charlie Jackson

CONTRACT #: 10215

VENDOR: Brame Heck Architects, Inc.

DESCRIPTION: #10215 1st Amendment to extend services until 9/30/2018 NTE
\$120,000.00

APPROVED BY: Board of County Commissioners

APPROVAL DATE: 9/14/2017

RECEIVED ON: 9/15/2017

TERM START: 9/14/2017

TERM END: 9/30/2018

AMOUNT: NTE \$120,000.00

ACCOUNT:

ENCUMBRANCE #:

RFP/BID #:

ACTIONS REQUIRED: Please forward a copy to the vendor & retain a copy for your files.

COPY TO: Finance and Accounting
Risk Division
Purchasing Division
File

**FIRST AMENDMENT TO AGREEMENT, #10215,
BETWEEN ALACHUA COUNTY AND BRAME HECK ARCHITECTS, INC.
FOR ANNUAL ARCHITECTURAL AND ENGINEERING SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT, made and entered into this 14th day of September A.D. 2017, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and Brame Heck Architects, Inc., hereinafter referred to as "Professional".

WITNESSETH:

WHEREAS, the parties hereto previously entered into an agreement dated February 28, 2017, for the provision of Annual Architectural and Engineering Services procured via Request for Proposal # 17-35; and,

WHEREAS, the parties wish to amend the agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties hereby agree to amend the Agreement dated February 28, 2017 as follows:

A. SECTION # 1 of the Agreement, **Term**, is amended to read:

This Agreement is effective upon execution and will continue through September 30, 2018, unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for three (3) additional one (1) year terms at the terms and conditions outlined herein.

The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

B. SECTION #5 of the agreement, **Authorization For Services**, Attachment "B", **Work Order**, is hereby replaced with Attachment "B", which is attached hereto.

C. SECTION #6 of the Agreement, Compensation, is amended in its entirety to read:

The County agrees to compensate the Professional for the Professional Services called for under this Agreement on a "Fixed Fee" basis, not to exceed \$120,000 annually. If a Work order is issued the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses.

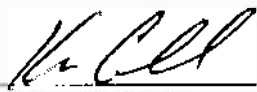
D. This First Amendment shall take effect upon the date of execution by the parties.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement between the parties, dated February 28, 2017, shall be and remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

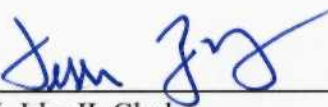
IN WITNESS WHEREOF, the parties have caused this First Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

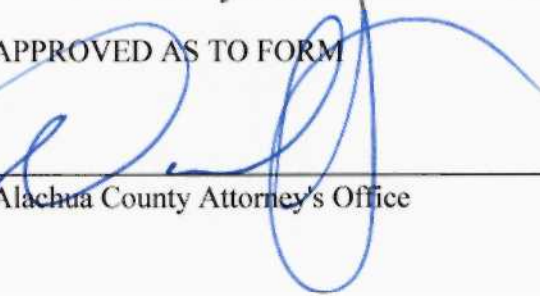
By: 
Ken Cornell, Chair
Board of County Commissioners

Date: 9.14.17

ATTEST:


Jess K. Irby II, Clerk

(SEAL)

APPROVED AS TO FORM

Alachua County Attorney's Office

BRAME HECK ARCHITECTS, INC.

ATTEST (By Corporate Officer)
By: 
Print: Michael P. Richmond
Title: President

By: 
Print: Michael P. Richmond
Title: President

Date: August 15, 2017

MUST BE ATTESTED (WITNESSED) BY A DESIGNATED OFFICER OF THE CORPORATION. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER OFFICE OF MANAGEMENT AND BUDGET SECTION.

ATTACHMENT B: WORK ORDER NOTICE TO PROCEED FOR CONTINUING CONTRACTS

WORK ORDER NO: _____
BILLING/INVOICE REFERENCE NO.: _____
PROJECT NUMBER: _____
PROJECT DESCRIPTION: _____

County: Alachua County, a political subdivision of the State of Florida.

Date Issued: _____

PROFESSIONAL:

PROFESSIONAL'S ADDRESS:

Execution of the Work Order by County shall serve as authorization for the Professional to provide for the above project, professional services as set out in the Scope of Services attached as Exhibit "A," to that certain Agreement of _____ between the County and the Professional and further delineated in the specifications, conditions, and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

- ☐ drawings/plans/specifications
- ☐ scope of services
- ☐ special conditions
- ☐ _____

The Professional shall provide said services pursuant to this Work Order, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The work authorized by this Work Order shall be commenced upon ☐ the date written above or upon issuance of a ☐ Notice to Proceed by County and shall be completed within _____ (____) calendar days.

METHOD OF COMPENSATION:

- (a) This Work Order is issued on a fixed fee basis
- (b) The Professional shall perform all work required by this Work Order for the sum of _____ DOLLARS (\$_____). In no event shall the Professional be paid more than the Fixed Fee Amount.

The County shall make payment to the Professional in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by the Professional that this Work Order, until executed by the County, does not authorize the performance of any services by the Professional and that the County, prior to its execution of the Work Order, reserves the right to authorize a party other than the Professional to perform the services called for under this Work Order if it is determined that to do so is in the best interest of the County.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this ____ day of _____, 20____, for the purposes stated herein.

PROFESSIONAL:

Witness

By: _____
signature

Title: _____
Print Name and Title

Date: _____

ALACHUA COUNTY, FLORIDA

By: _____
Alachua County

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

BRAME-1

OP ID: PB

DATE (MM/DD/YYYY)

10/25/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Ellett Insurance, P.L.
905 NW 56th Terrace, Suite A
Gainesville, FL 32605-6408
Ellett Insurance, P.L.

CONTACT NAME: Ellett Insurance, P.L.

PHONE (A/C, No. Ext): 352-331-8044

FAX (A/C, No.): 352-331-2347

E-MAIL: ellett@bellsouth.net

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Owners Insurance Company

32700

INSURER B: Auto-Owners Insurance Co.

18988

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Brame Heck Architects Inc.
606 NE 1st Street
Gainesville, FL 32601-5305

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	COMMERCIAL GENERAL LIABILITY					
	☐ CLAIMS-MADE ☒ OCCUR	X	9321849400	04/13/2016	04/13/2017	EACH OCCURRENCE \$ 1,000,000
	☒ Business Owners					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ INCLUDED
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 1,000,000
	☒ POLICY ☐ PROJECT ☐ LOC					PRODUCTS - COM/OP AGG \$ 1,000,000
	OTHER:					\$
B	AUTOMOBILE LIABILITY	X	9321849400	04/13/2016	04/13/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS	X				PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS					\$
	☐ NON-OWNED AUTOS					\$
B	☒ UMBRELLA LIAB					EACH OCCURRENCE \$ 1,000,000
	☐ EXCESS LIAB					AGGREGATE \$ 1,000,000
	☐ CLAIMS-MADE		9321849402	04/13/2016	04/13/2017	\$
	DED ☒ RETENTION \$ 5000					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	78325658	10/11/2016	10/11/2017	☒ PER STATUTE ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
						PROPERTY 39,220

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Engineers & Architects - Consulting Only
Alachua County Board of County Commissioners, its officials, employees and volunteers on a primary or non-contributory basis are Additional Insureds for General Liability with regard to insured's negligence.

CERTIFICATE HOLDER

CANCELLATION

Alachua County Board of
County Commissioners
Risk Management
12 SE 1st Street, 3rd Floor
Gainesville, FL 32601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Agenda

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

Jack Durrance Auditorium
Second Floor
12 SE 1st Street
9:00AM

September 12, 2017 BoCC Regular Meeting 9:00AM

Agenda Item #28.

Agenda Item Name:

Amendment #1 to the Agreement for Architectural and Engineering Services between Alachua County and Brame Heck Architects, Inc.; Paul Stresing Associates, Inc. and Walker Architects, Inc. for the period of October 1, 2017 through September 30, 2018

Presenter:

Charlie Jackson, Facilities Director, 374.5289

Item Description:

Amendment #1 to the Agreement for Architectural and Engineering Services between Alachua County and Brame Heck Architects, Inc.; Paul Stresing Associates, Inc. and Walker Architects, Inc. for the period of October 1, 2017 through September 30, 2018

Recommended Action:

Approve and execute Amendment #1 to the Annual A & E Agreements to Paul Stresing Associates, Inc.; Brame Heck Architects, Inc. and Walker Architects, Inc. for the period of October 1, 2017 through September 30, 2018

Prior Board Motions

N/A

Fiscal Consideration:

Capital Improvement Program – General Fund

Per Task Assignment – various project accounts

Not To Exceed \$120,000 annually for each vendor

Background:

The BoCC has contracted with various Architectural and Engineering firms over the years for architectural and engineering services. These firms are able to offer architectural design, engineering and contract administration services. These contracts generally fall under continuing services on an annual basis, with the County having the option of renewing the contract for subsequent annual terms. The size, scope and complexity of specific projects under the A/E Annual Services will be determined based upon specific requirements of the project as determined by the Facilities Director. Task assignments are issued for services related for the specific projects as needed by the Facilities Management Department. The amount of each task assignment will be controlled by the projects types and budgets. On February 24 and March 2, 2016, the County advertised an RFP #17-35 for Annual Continuing Services Agreement for Architectural and Engineering Services.

On March 30, 2016, the County received a total of nine responses to the RFP.

On October 28, 2016, the following vendors presented at the oral presentations. Brame Heck Architect, Inc.; Strollo Architects, Inc.; Paul Stressing Associates, Inc.; and Walker Architects were selected as the top four vendors.

On January 10, 2012, the Board of County Commissioners approved the Continuing Services Agreements for Annual A/E Services for Capital Construction <\$2,000,000. On August 25, 2015 the Board of County Commissioners approved the renewal of A/E Services and Amendments to continue through September 30, 2016.

On January 10, 2017, the Board approved the Finance Report and authorized staff to negotiate agreements with the top ranked firms until three contracts were awarded.

On February 28, 2017 the Board approved the Continuing Services Agreement for Annual Architectural and Engineering Services through September 30, 2017.

This Amendment #1 is based on a "Fixed Fee" not to exceed \$120,000 annually.

A/E Services are required by licensed firms and without authorization to issue Annual A/E Services Agreements; the County will not be able to produce adequate design documents for bidding, permitting and construction work.