Grants & Contracts - Transmittal Memo

DATE:	March 9, 2020
FROM:	Procurement, Contracts
TO:	Brian Singleton
CONTRACT #:	10835
VENDOR:	Jones Edmunds & Associates
DESCRIPTION:	#10835 1st Amendment Jones Edmunds & Associates, Inc. Agreement for Annual Engineering Services to amend the term and include GMW
APPROVED BY:	Board of County Commissioners
APPROVAL DATE:	September 11, 2019
RECEIVED ON:	March 6, 2020
TERM START:	October 1, 2019
TERM END:	September 30, 2021
AMOUNT:	$1,500,000.00
RFP/BID #:	18-115
GMW:	Yes
POR # (ENCUMBERANCE):	N/A
ACTIONS REQUIRED:	Please forward a copy to the vendor & retain a copy for your files.

Prepared: March 2017
Revised: February 2019

FIRST AMENDMENT TO CONTINUING SERVICES AGREEMENT #10835 BETWEEN ALACHUA COUNTY AND JONES EDMUNDS & ASSOCIATES, INC., RFP #18-115, FOR ANNUAL ENGINEERING SERVICES

THIS FIRST AMENDMENT TO AGREEMENT, made and entered into this 10th day of September A.D. 2019, 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 Jones Edmunds & Associates, Inc., with a business address of 730 NE Waldo Road, Gainesville, FL 32641 hereinafter referred to as "Professional". Collectively, the County and the Professional are hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, in 2017, the County issued Request for Proposal (RFP) #18-115 seeking proposals from licensed professionals to provide Annual Engineering Services on Projects Less than $2,000,000.00; and

WHEREAS, after evaluating and considering all timely responses to RFP #18-115, the County identified the Professional as one of the top ranked firms; and

WHEREAS, pursuant to RFP #18-115, the Parties hereto previously entered into the *Continuing Services Agreement between Alachua County and Jones Edmunds & Associates, Inc., RFP 18-115, for Annual Engineering Services.*, dated February 13, 2018 (the "Agreement"); and

WHEREAS, the County has elected to exercise its first option to renew the Term of the Agreement for a two year period commencing October 1, 2019 through September 30, 2021 ("First Renewal Option Term"); and

WHEREAS, the Parties also wish to amend the Agreement to reflect the increase to the Alachua County Minimum Wage as mandated by the Alachua County Code of Ordinances, Chapter 22, Article III ("Wage Ordinance").

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 as follows:

A. SECTION #1 of the Agreement, **Term**, is amended and replaced in its entirety to read as follows:

The County has elected to exercise its first option to renew the Term of the Agreement. Accordingly, the Term of the Agreement is renewed for the period of October 1, 2019 through and ending September 30, 2021 (the "First Renewal Option Term), unless earlier terminated as provided herein. The County has the

option of renewing this Agreement for one (1) additional two (2) year period at the same 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 Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

B. Section #8 of the Agreement, Alachua County Minimum Wage, subsection 8.2 is amended and replaced in its entirety to read as follows:

8.2 Current required Alachua County Government Minimum Wage is $14.00 per hour when health benefits are provided at the equivalent value of $2.17 per hour and $16.17 when health benefits are not provided (collectively, the "Minimum Wage").

C. This First Amendment shall take effect commencing October 1, 2019 after execution by all Parties.

D.SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Agreement shall be and remain in full force and effect.

REMAINDER OF THIS PAGE IS 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: _____
Charles S. Chestnut IV, Chair
Board of County Commissioners
Date: 9/11/2019

ATTEST:

_____
J.K. "Jess" Irby, Esq. Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

PROFESSIONAL

ATTEST
By: _____

Print: Linda Lyles

Title: Contracts Specialist

ksv

By: _____

Print: Stanley F. Ferreira, Jr., PE

Title: President & CEO

Date: 6/11/2019

IF THE PROFESSIONAL IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF CONTRACTOR IS A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED

SIGNATURE AUTHORITY
JONES EDMUNDS & ASSOCIATES, INC.

The undersigned, being the members of the Board of Directors of Jones Edmunds & Associates, Inc., a Florida corporation (the "Company"), hereby take the following actions by written consent:

- Robert C. Edmunds shall serve as a Director and Secretary and Treasurer of the Company.
- Stanley F. Ferreira, Jr. shall serve as a Director and President and Chief Executive Officer and Registered Agent of the Company.

Accordingly, it is resolved as follows:

1. Signature authority for signing contracts on behalf of the Company shall be as follows:

   A. Kenneth S. Vogel, Senior Vice President and Managing Director, and Brett A. Cunningham, Senior Vice President and Managing Director, shall be authorized to sign all contracts.

   B. All members of the Board of Directors shall be authorized to sign all contracts.

   C. Managing Directors shall be authorized to sign subcontracts with a fee of $10,000 or less provided there are no deviations from the Company's standard terms and conditions.

2. In the absence of all authorized contract signers of the Company, a member of the Board of Directors may appoint an officer of the company to serve as Interim Secretary, Interim Treasurer, or authorized contract signer.

3. This Action by Consent may be signed in counterparts, each of which shall be considered an original, and which together shall constitute one and the same instrument. Facsimile copies and signatures shall be treated in all respects as original documents and signatures.

Dated May 2, 2019.

JONES EDMUNDS & ASSOCIATES, INC. CORPORATE SEAL 1974 FLORIDA
<corporate seal>

Director / Secretary / Treasurer

Director / President / Chief Executive Officer

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 2nd day of May 2019, by Robert C. Edmunds, PE (Director, Secretary, and Treasurer) and Stanley F. Ferreira, Jr. (Director and President and Chief Executive Officer) of Jones Edmunds & Associates. Inc. They are personally known to me.

Notary Signature
PRINT, TYPE OR STAMP NAME OF NOTARY

JoAnne Talamo
MY COMMISSION # GG249407
EXPIRES: August 15, 2022

FIRST AMENDMENT TO CONTINUING SERVICES AGREEMENT #10834 BETWEEN ALACHUA COUNTY AND JBROWN PROFESSIONAL GROUP, INC., RFP #18-115, FOR ANNUAL ENGINEERING SERVICES

THIS FIRST AMENDMENT TO AGREEMENT, made and entered into this 10th day of September A.D. 2019, 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 JBrown Professional Group, Inc., with a business address of 3530 NW 43rd St, Gainesville, FL 32607 hereinafter referred to as "Professional". Collectively, the County and the Professional are hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, in 2017, the County issued Request for Proposal (RFP) #18-115 seeking proposals from licensed professionals to provide Annual Engineering Services on Projects Less than $2,000,000.00; and

WHEREAS, after evaluating and considering all timely responses to RFP #18-115, the County identified the Professional as one of the top ranked firms; and

WHEREAS, pursuant to Request for proposal (RFP) #18-115, the Parties hereto previously entered into the *Continuing Services Agreement between Alachua County and JBrown Professional Group, Inc., RFP 18-115, for Annual Engineering Services.*, dated February 13, 2018 (the "Agreement"); and

WHEREAS, the County has elected to exercise its first option to renew the Term of the Agreement for a two year period commencing October 1, 2019 through September 30, 2021 ("First Renewal Option Term"); and

WHEREAS, the Parties also wish to amend the Agreement to reflect the increase to the Alachua County Minimum Wage as mandated by the Alachua County Code of Ordinances, Chapter 22, Article III ("Wage Ordinance").

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 as follows:

A. SECTION #1 of the Agreement, **Term**, is amended and replaced in its entirety to read as follows:

The County has elected to exercise its first option to renew the Term of the Agreement. Accordingly, the Term of the Agreement is renewed for the period of October 1, 2019 through and ending September 30, 2021 (the "First Renewal Option Term), unless earlier terminated as provided herein. The County has the

option of renewing this Agreement for one (1) additional two (2) year period at the same 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 Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

B. Section #8 of the Agreement, Alachua County Minimum Wage, subsection 8.2 is amended and replaced in its entirety to read as follows:

8.2 Current required Alachua County Government Minimum Wage is $14.00 per hour when health benefits are provided at the equivalent value of $2.17 per hour and $16.17 when health benefits are not provided (collectively, the "Minimum Wage").

C. This First Amendment shall take effect commencing October 1, 2019 after execution by all Parties.

D.SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Agreement shall be and remain in full force and effect.

REMAINDER OF THIS PAGE IS 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: _____
Charles S. Chestnut IV, Chair
Board of County Commissioners
Date: 9/11/2019

ATTEST:

_____
J.K. "Jess" Irby, Esq. Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

PROFESSIONAL

ATTEST
By: _____

Print: LOGAN PETERS

Title: STAFF ENGINEER

By: _____

Print: ANTHONY J. BROWN JR.

Title: PRESIDENT

Date: 6-4-2019

IF THE PROFESSIONAL IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF CONTRACTOR IS A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED

JBrown Professional Group
CIVIL ENGINEERING • LAND SURVEYING • PLANNING
3530 NW 43rd Street • Gainesville, FL 32606 • 352.375.8999 • JBProGroup.com

JBROWN PROFESSIONAL GROUP INC.
CORPORATE RESOLUTION

JBrown Professional Group Inc. (JBPro), a Florida corporation, hereby provides the following authorization for signatory authority for conducting business operations. Any other parties not listed below are not allowed signatory authority on behalf of JBPro.

All Contractual Obligations: **Anthony J. "Jay" Brown Jr., President**

Financial and Credit/ Borrowing: **Anthony J. "Jay" Brown Jr., President**

Contractual Obligations Related to Survey Operations: **Troy V. Wright, Vice-President**

Signing of Checks for Spending, Purchasing, Payroll, and Distributions:
Anthony J. "Jay" Brown Jr., P.E., President
Susan S. Brown, Director

Executed by the duly authorized officer's signature below,

6-4-2019
Anthony J. "Jay" Brown Jr., P.E. Date
President, JBrown Professional Group Inc.

STATE OF FLORIDA, COUNTY OF ALACHUA

Sworn to and subscribed before me this 4th day of June, 2019.

Personally Known ✓ or Produced Identification _____

Laurie L. Thomas
Notary Public - Signature

My Commission Expires: 4/1/2020

LAURIE L. THOMAS
Notary Public - State of Florida
Commission # FF 961502
My Comm. Expires Apr 1, 2020
Bonded through National Notary Assn.

FIRST AMENDMENT TO CONTINUING SERVICES AGREEMENT #10833 BETWEEN ALACHUA COUNTY AND DRMP, INC., RFP #18-115, FOR ANNUAL ENGINEERING SERVICES

THIS FIRST AMENDMENT TO AGREEMENT, made and entered into this _____ day of _____A.D. 20___, 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 ~~DRPM~~ DRMP, Inc., with a business address of 7525 NW 4th Blvd, Suite 70, Gainesville, FL 32607 hereinafter referred to as "Professional". Collectively, the County and the Professional are hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, in 2017, the County issued Request for Proposal (RFP) #18-115 seeking proposals from licensed professionals to provide Annual Engineering Services on Projects Less than $2,000,000.00; and

WHEREAS, after evaluating and considering all timely responses to RFP #18-115, the County identified the Professional as one of the top ranked firms; and

WHEREAS, pursuant to RFP #18-115, the Parties hereto entered into the *Continuing Services Agreement between Alachua County and DRMP, Inc., RFP 18-115, for Annual Engineering Services*, dated February 13, 2018 (the "Agreement"); and

WHEREAS, the County has elected to exercise its first option to renew the Term of the Agreement for a two year period commencing October 1, 2019 through September 30, 2021 ("First Renewal Option Term"); and

WHEREAS, the Parties also wish to amend the Agreement to reflect the increase to the Alachua County Minimum Wage as mandated by the Alachua County Code of Ordinances, Chapter 22, Article III ("Wage Ordinance").

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 as follows:

A. SECTION #1 of the Agreement, **Term,** is amended and replaced in its entirety to read as follows:

The County has elected to exercise its first option to renew the Term of the Agreement. Accordingly, the Term of the Agreement is renewed for the period of October 1, 2019 through and ending September 30, 2021 (the "First Renewal Option Term), unless earlier terminated as provided herein. The County has the

option of renewing this Agreement for one (1) additional two (2) year period at the same 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 Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

B. Section #8 of the Agreement, Alachua County Minimum Wage, subsection 8.2 is amended and replaced in its entirety to read as follows:

8.2 Current required Alachua County Government Minimum Wage is $14.00 per hour when health benefits are provided at the equivalent value of $2.17 per hour and $16.17 when health benefits are not provided (collectively, the "Minimum Wage").

C. This First Amendment shall take effect commencing October 1, 2019 after execution by all Parties.

D.SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Agreement shall be and remain in full force and effect.

REMAINDER OF THIS PAGE IS 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: _____
Charles S. Chestnut IV, Chair
Board of County Commissioners
Date: _____

ATTEST:

_____
J.K. "Jess" Irby, Esq. Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

PROFESSIONAL

ATTEST
By: _____

Print: Nicole Baker

Title: Corporate Executive Assistant

By: _____

Print: Lawrence L. Smith, Jr.

Title: President

Date: June 11, 2019

IF THE PROFESSIONAL IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF CONTRACTOR IS A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED

DRMP, INC.

PRINCIPALS
Lawrence L. Smith, Jr.
Wayne D. Chalifoux
Donaldson K. Barton, Jr.
Glenn J. Lusink
Jon S. Meadows
Mark D. Prochak
Mark E. Puckett

941 Lake Baldwin Lane, Orlando, Florida 32814
Phone: 407.896.0594 ¦ Fax: 407.896.4836

RESOLUTION BY THE BOARD OF DIRECTORS OF DRMP, INC.

The Directors of DRMP, Inc., a Florida corporation, (the "Corporation"), hereby take the following written action, pursuant to the terms of Florida Statutes, and hereby direct that this written action be filed in the minute book of the Company.

The Directors hereby adopt the following resolutions:

RESOLVED, that the following individuals constitute the corporate officers:

Lawrence L. Smith, Jr., Vice Chairman of the Board & President
Wayne D. Chalifoux, Chairman of the Board & Vice President
Jon S. Meadows, Secretary & Vice President
Donaldson K. Barton, Jr., Treasurer, Assistant Secretary & Vice President
Glenn J. Lusink, Vice President, Assistant Treasurer
Mark D. Prochak, Vice President, Assistant Secretary
Mark E. Puckett, Vice President, Assistant Secretary
Michael K. Albano, Vice President
James E. Beck, Vice President
John R. Burkett, Vice President
Christopher J. Cantrell, Vice President
Joseph Di Benedetto, Vice President
Benjamin C. Faust, Vice President
Scott A. Garth, Vice President
Lisa A. Greene, Vice President
James W. Highland, Vice President
Bryant A. King, Vice President
Kenneth R. Kniel, Vice President
Timothy J. Lallathin, Vice President
Jeffrey R. Lance, Vice President
George P. McLatchey, Vice President
Colette F. Moss, Vice President
Tracie V. Samillano, Vice President
Robert M. Walker, Vice President
Amanda E. Woods, Vice President

RESOLVED, that the following individuals are authorized to sign contracts or otherwise enter into agreements binding the Corporation, unlimited:

Donaldson K. Barton, Jr.
Wayne D. Chalifoux
Glenn J. Lusink
Jon S. Meadows
Mark D. Prochak
Mark E. Puckett
Lawrence L. Smith, Jr.

OFFICES
Boca Raton, Florida
Cary, North Carolina
Charlotte, North Carolina
Chipley, Florida
Fort Myers, Florida
Gainesville, Florida
Jacksonville, Florida
Lakeland, Florida
Melbourne, Florida
Mooresville, North Carolina
Orlando, Florida
Panama City, Florida
Pensacola, Florida
Stockbridge, Georgia
Tallahassee, Florida
Tampa, Florida

1.833.811.3767
www.DRMP.com

DRMP

RESOLVED, that the following individuals are authorized to sign contracts or otherwise enter into agreements binding the Corporation up to $2,000,000.00.

Michael K. Albano
James E. Beck
John R. Burkett
Joseph Di Benedetto
Benjamin C. Faust
Kenneth R. Kniel
Colette F. Moss
Robert M. Walker

RESOLVED, that the following individuals are authorized to sign contracts or otherwise enter into agreements binding the Corporation up to $500,000.00.

Donald C. Bieger
Kyle D. Brown
C. William Faust
Chad M. Friday
Scott A. Garth
Carmelo Gibilaro
James W. Highland
Erica T. Jernigan
Bryant A. King
Timothy J. Lallathin
Jeffrey R. Lance
Frank Lopez
Luis E. Maldonado
Adam K. Maze
George P. McLatchey
Michael E. Ross
Tracie V. Samillano
August A. Thick
Christopher W. Wild
David S. Wilkison
Amanda E. Woods
William A. Yates
Thomas J. Yocom

RESOLVED, that the following individuals are authorized to sign contracts or otherwise enter into agreements binding the Corporation up to $100,000.00.

Donald W. Brown
Brian P. Crowl
Christine Dalickas
Patrick J. Day
John M. Gilreath
Juan J. Gonzalez
Michael J. Leo
John L. Minton, Jr.
Lisa M. Moon
Xavier O. Pagan
Bobby J. Paulk
Ryan D. Pellarin
Allen L. Quickel
Brandon M. Robbins
W. Edward Shaffer
David C. Sowell
Randy L. Tompkins
Jason A. Waldemer
Steven L. Wallace
Derek G. Zeman

IN WITNESS WHEREOF, the Secretary of the Corporation hereby certifies that the foregoing resolution was duly adopted by the Board of Directors of the Corporation on April 23, 2019.

J.S. Meadows
Corporate Secretary

Date: April 23, 2019