

Grants & Contracts - Transmittal Memo

DATE: September 25, 2018

FROM: Purchasing Division, Contracts

TO: Susie Funderburk
Charlie Jackson

CONTRACT #: 10215

VENDOR: Brame Heck Architects, Inc.

DESCRIPTION: #10215 2nd Amendment Brame Heck Architects, Inc. to extend term to 9/30/2019 and update renewal terms. RFP 17-35

APPROVED BY: Board of County Commissioners

APPROVAL DATE: 9/25/2018

RECEIVED ON: September 25, 2018

TERM START: 10/1/2018

TERM END: 9/30/2019

AMOUNT: NTE \$120,000.00

RFP/BID #: 17-35

POR #
(ENCUMBERANCE):

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

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

THIS SECOND AMENDMENT TO AGREEMENT, made and entered into this 25th day of September A.D. 2018, 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" Collectively, the County and the Professional shall be referred to herein as the "Parties."

WITNESSETH:

WHEREAS, in 2016, the County issued Request for Proposal (RFP) #17-35 seeking proposals for Annual Architectural and Engineering Services for Capital Construction, Less than \$2,000,000.00 for Alachua County; and

WHEREAS, after evaluating and considering all timely responses to RFP #17-35, the County identified the Professional as one of the top ranked firms; and

WHEREAS, the Parties entered in the *Continuing Services Agreement for Annual Architectural and Engineering Services* dated February 28, 2017 (the "Agreement"), and thereafter renewed the term of the Agreement for a one year period by entered into a First Amendment to the Agreement dated September 14, 2017 (the "First Amendment"); and

WHEREAS, the Parties now wish to exercise the County's option to renew the term of the Agreement for another one year period.

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 as follows:

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

This Agreement is effective upon execution and will continue through September 30, 2019 unless terminated as provided herein. This Agreement may be amended at the option of the County for two (2) additional one (1) year terms at the terms and conditions outlined herein.

B. The first sentence of SECTION #5 of the Agreement, **Authorization for Services**, is hereby deleted and replaced with the following for the purpose of requiring an approved Purchase Order from the County:


Authorization for performance of Professional services by the Professional under this Agreement shall be in the form of written Work Orders issued and executed by the County, signed by the Professional, and the issuance of an approved Purchase Order by the County.

C. This Second Amendment shall take effect upon execution by both Parties.


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

IN WITNESS WHEREOF, the parties have caused this Second 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: 
Lee Pinkoson, Chair
Board of County Commissioners
Date: 9/25/2018

ATTEST:


Jesse K. Irby II, Clerk

(SEAL)


APPROVED AS TO FORM


Alachua County Attorney's Office

VENDOR

ATTEST

By: 
Print: EVA MARIA KIRKMAN
Title: DESIGNER

By: 
Print: MICHAEL RICHMOND, AIA
Title: PRESIDENT
Date: 08/30/2018

IF INCORPORATED PROVIDE A CORPORATE RESOLUTION OF SIGNATURE AUTHORITY AND HAVE 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.



**BOARD OF DIRECTORS MEETING
BRAME HECK ARCHITECTS INC.
Thursday, August 30, 2018**

MINUTES

Present: Michael Richmond President / Secretary / Treasurer

Meeting commenced at 4:07 PM.

WHEREAS, the Corporation desires to grant signing and authority to Michael Richmond, AIA who is the sole board member, President, Treasurer, and Secretary of Brame Heck Architects, Inc.

RESOLVED, that the Board of Directors is hereby authorized and approved to grant signing and authority to conduct business to the following person:
Michael Richmond, AIA

The foregoing signing and authority granted shall include, but shall not be limited to, the execution of Deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates, and other instruments of whatever nature entered into by this Corporation.

The undersigned hereby certifies that he/she is the duly elected and qualified Secretary and the custodian of the books and records and seal of Brame Heck Architects Inc., a corporation duly formed pursuant to the laws of the state of Florida and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on August 30th, 2018, and that said resolution is now in full force and effect without modification or rescission.

The By-Laws of Brame Heck Architects Inc., previously approved and adopted on December 4th, 2014 remain otherwise in effect.

Meeting adjourned at 4:12PM

APPROVED (August 30, 2018)


CHAIRMAN OF MEETING



Agenda

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

Jack Durrance Auditorium
Second Floor
12 SE 1st Street

September 25, 2018 BoCC Regular Meeting 9:00AM

Agenda Item #37.

Agenda Item Name:

Amendment #2 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, 2018 through September 30, 2019

Presenter:

Charlie Jackson, Facilities Director, 374.5289

Item Description:

Amendment #2 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, 2018 through September 30, 2019

Recommended Action:

Approve and execute Amendment #2 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, 2018 through September 30, 2019

Prior Board Motions

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.

On September 14th, 2017, the Board approved the First Amendments to these agreements extending the term through September 30th, 2018.

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 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 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, 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 #2 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 this approach provides an architectural/engineering professional to verify that the construction work is performed according to design documents.