

July 3, 2019

Mr. James (Tony) Flegert, PE
Contracts and Design Manager
Alachua County Public Works Dept.
5620 NW 120th Lane
Gainesville, FL 32653

Re: ***North-Central Solid Waste Collection Center Improvements***
Engineering & Surveying Services Proposal

Dear Tony:

JBrown Professional Group Inc. (JBPro) is pleased to submit our revised proposal to provide civil engineering and surveying services for your ***North-Central Solid Waste Collection Center Improvements*** project. **JBPro** is committed to working with you to improve the conditions at this collection center to better serve Alachua County residents.

The proposal below presents the civil engineering and surveying services that we feel are necessary to execute this project. We understand that a Purchase Order will be required to formally authorize us to begin work. Please do not hesitate to contact me to discuss any portions of the proposed work scope or fee schedule.

- I. General Project Description:** This project consists of the design and permitting of several new improvements to the existing North-Central Solid Waste Collection Center site. The site is located at 10714 N. State Rd. 121 in Gainesville, FL, and is approximately 1.61 acres in size. The property is further identified as Alachua County Tax Parcel No. 07781-001-000. The property is zoned A (Agriculture) and has Rural / Agricultural Land Use.
- II. Scope of Services:** **JBPro** proposes to provide the following Scope of Services for the project.
- A. **Surveying Services:** A Topographic Survey will be performed by CHW, an Alachua County annual services surveying consultant. CHW will provide the topographic surveying services as a sub-consultant to JBPro. The proposed services are outline in CHW's surveying services proposal included as **Attachment A**.
- B. **Civil Engineering Services (Initial Planning):** The Initial Planning civil engineering work scope shall include:
1. Initial coordination with the Collection Center Supervisor (Supervisor) and County staff to define all improvements required for the property. Generally, it is understood that the improvements to be designed include:

- A. A new concrete pad in the northwest portion of the site to allow an additional refuse container in that location.
 - B. Grading & drainage improvements in the southeast portion of the site, where the existing yard trash containers are stored, to reduce standing water during and after storm events.
 - C. A new concrete pad in the yard trash containment area.
 - D. An alternative runoff containment storage solution for the Household Hazardous Waste (HHW) storage building. This item will be coordinated with the Alachua County Environmental Protection Dept.
 - E. Convert the existing re-use building to an electronic drop-off location for the public.
 - F. Remove old sign posts and foundations onsite.
 - G. Other grading and drainage improvements, as needed, based on the site evaluation, up to and including any drainage modifications in the FDOT right-of-way.
- 2. Perform a site visit to the property and walk the property with the Supervisor to identify all portions of the property requiring improvements.
 - 3. Develop an initial Master Plan depicting the proposed improvements to be reviewed and approved by the Supervisor. The Master Plan will generally identify all proposed improvements that will be designed, but will not include final design or details. The Master Plan will be submitted initially to confirm that JBPro is identifying each particular area of improvement desired by the Supervisor. The Master Plan will be a single 24" x 36" drawing prepared at a scale of 1" = 20'. Once the Master Plan is agreed upon by the Supervisor, the final design and permitting phase can proceed.
- C. **Civil Engineering Services (Design & Permitting)**: The Design & Permitting civil engineering work scope shall include:
- 1. General project meetings throughout the life of the project. These meetings are anticipated with the owner, and/or with the review agencies involved.
 - 2. Preparation of an engineering design drawing set for the proposed improvements. The drawing set proposed will consist of the following sheets:
 - A. Cover Sheet
 - B. Legend, Abbreviation & Notes
 - C. Demolition Plan
 - D. Erosion & Sedimentation Control Plan
 - E. Open Space Plan
 - F. Tree Canopy Plan
 - G. Dimension Plan
 - H. Paving Grading & Drainage Plan
 - I. Details & Notes
 - J. Topographic Survey
 - 3. The engineering design submittal will be provided in 2 phases, 50% CD and 100% CD. The County will provide review and comments based on the 50% CD submittal. JBPro will address all County comments from the 50% CD submittal and will incorporate required revisions into the 100% CD submittal.
 - 4. Coordinate with Alachua County Growth Management (ACGM) staff to arrange and attend a pre-application conference to review the proposed

- project improvements and verify that County DRC approval is required. For the purposes of this proposal it is assumed that DRC approval will be required.
5. Manage the County DRC review process for official County review and approval of the site improvements. This will involve preparing submittal applications, plans, documents, and supporting information as required by the County DRC staff. The DRC review process should most likely be handled as Final DRC only, and may involve multiple submittals throughout the review process.
 6. Attend the County Final DRC public hearing, if required, for final approval of the DRC review process.
 7. It is likely that the proposed drainage improvements may require Suwannee River Water Management District (SRWMD) Environmental Resource permitting. This will not be known until the actual project design is finalized and the stormwater management impact is evaluated. For the purpose of this proposed work activity SRWMD ERP permitting is provided as a base service and is expected to be required. JBPro will coordinate with SRWMD and research if any existing permits are active for this facility, and coordinate all required SRWMD permit activity.
 8. Coordinate with the Florida Dept. of Transportation (FDOT) for submittal of a Drainage Connection Permit. The on-site stormwater management facility discharges offsite to the FDOT drainage swale along the west side of SR 121. In the event that additional onsite stormwater is discharged to the FDOT SR 121 stormwater system, a new permit will be required from the FDOT. This will involve analyzing and modeling the onsite stormwater system for multiple FDOT required design storms, and preparing submittal applications, plans, stormwater calculations, documents, and other supporting information as required for the FDOT Drainage Connection Permit.
 9. Prepare a cost estimate for the proposed improvements based on the final 100% CD design documents.
 10. In the event a new building is proposed for the HHW facility, an architect may be required to design the building. These services would not be performed by JBPro, but JBPro could contract with an architect sub-consultant to design the building. This would be deemed additional services if required.

D. **Civil Engineering Services (Construction Phase):** The Construction Phase civil engineering work scope shall include:

1. Working with the County on any necessary site construction activities, which may include; attending meetings, shop drawing review, evaluations of RFI's and other construction changes or field issues, and limited site inspections, as necessary, to assure that site construction is proceeding according to the civil design.
2. Site construction phase services will only be provided on an as-needed basis as directed by County staff.

III. Fees:

- A. JBPro proposes the following lump sum fees and invoicing schedule for the work scope items listed previously.

SURVEYING SERVICES

1. Topographic & Tree Survey (By CHW):	\$ 5,384.00 (item II.A.)
2. JBPro Administrative Fee (10%):	\$ 538.40
Total =	\$ 5,922.40

CIVIL ENGINEERING SERVICES

3. Initial Planning:	\$ 5,760.00 (item II.B.1-3)
4. Design & Permitting:	\$ 24,730.00 (item II.C.1-9)
5. Construction Phase:	\$ 2,832.00 (item II.D.1-2)
Total =	\$ 33,322.00

- B. Item 1 above is a maximum not-to-exceed fee for surveying services and item 2 includes a 10% administration fee for managing the survey contract.
- C. The Civil Engineering fees provided above are broken down into an hourly rate work effort summary provided in **Attachment B**.
- D. The Civil Engineering fees are based on the Hourly Rate Fee Schedule included as **Attachment C**. The Fee Schedule in Attachment C is per JBPro's Alachua County Continuing Services Agreement.
- E. Invoicing is proposed monthly based on the percentage of work completion.

IV. Owner Responsibilities:

- A. The owner is responsible for all permit application fees. The Alachua County DRC process may include fees for submittals due to their extensive review process. All submittal fees including any required re-submittal fees are the responsibility of the owner.
- B. The owner is responsible for the SRWMD permit application fee, FDOT Drainage Connection Permit application fee, any building permit application fee, or any other fees required to fully permit this project. JBPro can assist the owner in determining all of the required fees and can provide the fees as reimbursable items if desired by the County.
- C. The owner is responsible for contracting with any necessary sub-consultants required outside of the JBPro work scope. This could include an architect, structural engineer, landscape architect, geotechnical engineering firm, environmental consultant, or others necessary to fully permit the project.

V. Additional Services:

Services in addition to the scope of work will be billed as hourly rate charges per the attached JBPro Hourly Rate Fee Schedule, included as **Attachment C**. Additional services shall be performed only upon prior authorization by the County. These services may include but are not limited to the following:

- A. Major project revisions requested by the County after preliminary design approval and after substantial engineering design work has been completed.
- B. JBPro work effort related to potential archaeological, environmental, structural, architectural, geotechnical, legal, or other issues outside of the control of JBPro.
- C. Offsite utility extensions due to capacity issues or other utility issues beyond the property limits.

I am happy to meet with you again to go over this proposal in more detail if you would like. Our firm is excited about this project and we are looking forward to working with you on this project and the other collection center improvement projects. Our goal is to make sure you end up with a very successful project.

Sincerely,



A. J. 'Jay' Brown Jr., P.E.
President, JBrown Professional Group Inc.

Acceptance: The undersigned hereby agree to the terms, limitations, and fees as delineated in this proposal.



A. J. "Jay" Brown, Jr., P.E.
President
JBrown Professional Group Inc.

James (Tony) Flegert, PE
Contracts and Design Manager,
Alachua County Public Works

June 18, 2019

AJ "Jay" Brown, Jr., PE
JBrown Professional Group
3530 NW 43rd St
Gainesville, FL 32606

Re: Alachua County Rural Collection Center Site on SR121
Tax Parcel 07781-001-000
Topographic Survey

Dear Jay:

We appreciate the opportunity to present the following proposal for Professional Land Surveying Services. We submit this proposal based on your email requested dated March 19, 2019. The following is our understanding of the scope of services:

Topographic Survey:

CHW will perform a Topographic & Tree Survey of the referenced parcel. The survey will include the location of all visible improvements; such as, driveways, fencing, visible utility structures, drainage structures, including elevations of their tops and inverts, water valves, etc. Vertical data will be collected in pervious areas to assist in the preparation of a one-foot (1') interval contour map. Spot elevations will be depicted on impervious surfaces to the nearest one-hundredth of a foot. The limits of the Survey are as depicted on the attached map. The vertical control will be referenced to a published datum (NAVD 88 datum) and horizontal control will be tied to State Plane Florida North Zone. In addition, we will locate, tag, and map all trees 8 inches and up as measured at breast height, in accordance with Alachua County Land Development Regulations.

***This proposal does not include the location or verification of underground utilities. If necessary, a separate proposal will be provided for the service.**

The above described services will be performed for a lump sum fee of **\$5,384.00**. See itemized breakdown of fee as shown below:

Task	Description	Hours	Hourly Rate	Fee
- Research & Development, Coordination of Services, Map Review & Certification	Professional Land Surveyor (PLS)	4	\$110.00	\$440.00
- Field Work	2-Man Field Crew	32	\$108.00	\$3,456.00
- Map Preparation	Survey CADD Technician	16	\$90.00	\$1,440.00
- Initial Project Set-up/Research	Project Assistant	1	\$48.00	\$48.00
Total				\$5,384.00

All survey services will be performed in accordance with the Standards & Practices as set forth in Florida Administrative Code 5J-17 adopted by the Florida Board of Professional Surveyors and Mappers, pursuant to Florida Statute 472.027.

We trust this proposal meets your request and approval. We may commence work upon the receipt of the purchase order, as it will serve as our formal notice to proceed. Please contact our office with any questions or comments.

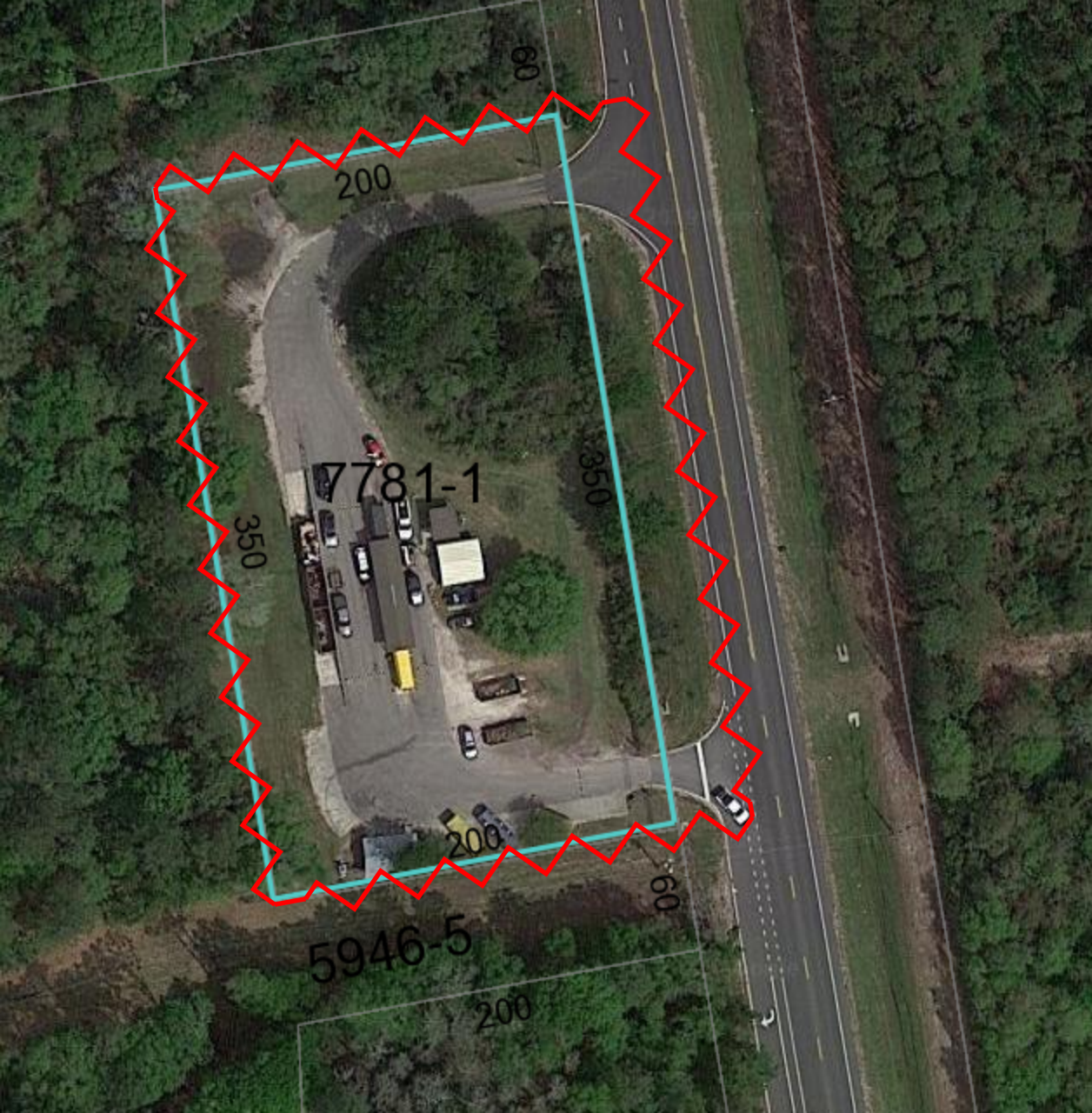
Sincerely,

CHW



Aaron H. Hickman, PSM
Director of Surveying

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7781-1

5946-5

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AGREEMENT FOR PROFESSIONAL SERVICES

CONSULTANT:

Causseaux, Hewett & Walpole, Inc.

11801 Research Dr.

Alachua, FL. 32615

Phone: (352) 331-1976

Email: kevinh@chw-inc.com

CLIENT:

JBrown Professional Group

3530 NW 43rd St

Gainesville, FL 32606

Phone:

Facsimile:

Email:

CLIENT retains and authorizes **CONSULTANT** to perform the following services:

1) **SCOPE:** The specific scope of **CONSULTANT'S** services is as described by that letter proposal dated June 18, 2019, referencing : Alachua County Rural Collection Center Site on SR 121, Tax Parcel 07781-001-000, Topographic Survey ("Letter Proposal"), and upon execution by the parties, are incorporated by reference. Reference to this Agreement shall include all provisions of the Letter Proposal. In the event any of the terms or conditions of this Agreement require further interpretation, **CONSULTANT'S** reasonable good faith interpretation of these documents, including this Agreement and the Letter Proposal, shall be presumed correct.

CONSULTANT agrees to serve as the **CLIENT'S** professional engineer, surveyor, and/or planner and perform professional services to **CLIENT** on the Project described in the Letter Proposal during the performance of **CONSULTANT'S** professional services, but only to the extent described in the Letter Proposal.

2) **COMPENSATION:** **CONSULTANT** shall receive fees and reimbursement of costs as described in the Letter Proposal. When compensation is based on a cost-reimbursable basis, a service charge of 15 percent will be added to Direct Expenses. All sales, use, value added, business transfer, gross receipts, or other similar taxes, if any, shall be added to **CONSULTANT'S** compensation when invoicing **CLIENT**.

3) **OTHER TERMS:** Services to be performed under this Agreement shall be performed in accordance with the STANDARD PROVISIONS stated on the back of this form, and any attachments or schedules. This Agreement supersedes all prior agreements and understanding, and may only be changed by a writing executed by both parties.

Agreed to by **CLIENT**:

By: _____

Printed Name: _____

Title: _____

Date: _____

Agreed to by **Causseaux, Hewett & Walpole, Inc.:**

By: _____

Printed Name: Kevin W. Hewett, P.L.S.

Title: Vice President

Date: _____

STANDARD PROVISIONS

A. Representation; Authorization to Proceed. CLIENT and the person signing individually jointly and severally represent and warrant: i) CLIENT is the owner of the property subject to the services to be performed by CONSULTANT; or ii) CLIENT has written authority on behalf of the owner of the property to contract as described in this AGREEMENT and CONSULTANT is authorized to proceed with the professional services described herein. CLIENT shall furnish proof of ownership or authority upon request of CONSULTANT, and the CLIENT and individual signing shall indemnify CONSULTANT and hold CONSULTANT harmless for any and all claims arising from the failure of CLIENT to own or have authority hereunder. CONSULTANT shall have a lien on all real property for services rendered in connection with this Agreement, including reasonable attorney's fees and costs incurred in collection.

B. Per Diem Rates. CONSULTANT's Per Diem Rates, when stated as basis of compensation, are those hourly rates charged for work performed on the Project by CONSULTANT's employees for the indicated classifications. These rates are subject to annual adjustments and include all allowances for salary, overheads, and fees, but do not include allowances for Direct Expenses.

C. Direct Expenses. CONSULTANT's Direct Expenses are those necessary costs and charges incurred for the services to be performed under this Agreement including, but not limited to, the direct costs of transportation, meals and lodging, mail, subcontracts and outside services, materials, supplies, and equipment.

D. Opinions. CONSULTANT may provide to CLIENT opinions and other economic information based on CONSULTANT's experience and judgment. Nonetheless, CONSULTANT has no control over market conditions, bidding procedures and other variables, and any opinions or evaluations are made by CONSULTANT in good faith only, and shall not constitute any type of warranty as to accuracy. CONSULTANT specifically represents that bids, construction costs and other economic forecasts often differ, and are only probable estimates.

E. Standard of Care. The Standard of Care applicable to CONSULTANT's services shall be the degree of skill and diligence normally employed by professional engineers, surveyors, planners or consultants performing the same or similar services at the time CONSULTANT's professional services are performed. CONSULTANT may also rely on actions, opinions and other information provided by others involved in the Project as CONSULTANT performs its professional services. CLIENT shall timely place at CONSULTANT's disposal any and all tests, surveys and other information that may affect the professional services to be provided herein, and shall provide prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any defect or other matter that may affect CONSULTANT's ability to provide professional services. In the event CONSULTANT reasonably believes an action is required or of need in order for CONSULTANT to timely complete CONSULTANT's professional services under this Agreement, and such action may not be timely completed, CLIENT hereby authorizes and empowers CONSULTANT to take such action, if, and only if, CONSULTANT desires and is able to do so, and CONSULTANT shall bill for the professional services rendered as an additional professional service.

F. Termination. This AGREEMENT may be terminated by either party without cause on 30 days written notice. Additionally, if CONSULTANT reasonably determines it is unable to perform its services due to the action or inaction of CLIENT or its agents, CONSULTANT may terminate for cause upon five days notice to CLIENT. In the event of termination other than for cause, CONSULTANT shall be entitled to be paid for services rendered, and if this Agreement is on a fixed or similar type of compensation arrangement, then CONSULTANT shall be entitled to its reasonable estimate of the compensation arrangement. In the event of termination for cause, CONSULTANT shall be paid in full for all professional services contracted for herein, plus any costs association with termination, including, but not limited to, reassignment of personnel, subcontract termination costs, and related close-out costs.

G. Payments. Periodic invoices will be submitted by CONSULTANT for services provided under this AGREEMENT. In the event of a fixed fee for any service, the invoice submitted shall represent a reasonable billing installment only. Invoices are due and payable on receipt. Interest at a rate of 1-1/2 percent per month, or the maximum rate permitted by law (if less), shall be charged on all past-due amounts starting 30 days after the date of the invoice. Payment shall first be credited to interest, and then to principal. In the event of a good faith dispute as to the invoice amount, only that portion so disputed shall be withheld from payment, and the undisputed portion shall be paid. No interest shall accrue on any contested portion of the invoice until sixty days after disputed. CONSULTANT is given, as a result of the professional services rendered, all general, possessory or retaining liens, and all special or charging liens, known to the common law, or prescribed by statute, on the project and property, and shall be entitled to reasonable attorney fees and costs incurred in collection.

H. Limitation of Liability. To the maximum extent permitted by law, notwithstanding any other provision herein (including the Letter Proposal), CONSULTANT's liability for CLIENT's damages for any cause or combination of causes, including, but not limited to, in tort, strict liability, statutory liability, warranty, contract, or otherwise, shall, in the aggregate, not exceed the compensation received by CONSULTANT under this AGREEMENT. Nonetheless, the limitations described under this paragraph shall not apply to willful, wanton or reckless misconduct or gross negligence of CONSULTANT.

PURSUANT TO FLORIDA STATUTES SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF DESIGN PROFESSIONAL MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OR RELATED TO THIS AGREEMENT AND THE SERVICES PROVIDED.

I. Severability and Survival. If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of all remaining provisions shall not be impaired thereby. Additionally, the limitation of liability, indemnities, and any other express representations described in this Agreement shall survive termination of this AGREEMENT.

J. Hazardous Substances. CLIENT shall indemnify and hold harmless CONSULTANT from any and all claims, damages, losses and costs, including attorney's fees, arising out of or relating to the presence of hazardous substances or contaminants in connection with this Agreement, unless said hazardous substance or contaminant relates solely to acts by CONSULTANT.

K. Interpretation. The laws of the State of Florida shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it, including that the appropriate state court in Alachua County, Florida, shall be the sole proper and convenience venue for any legal proceedings arising out of or related to this Agreement and the transactions contemplated by this Agreement. Each party waives any defense, whether asserted by motion or pleadings to a jury trial, and that Alachua County, Florida, is an improper or inconvenience venue. This Agreement shall be construed under and governed by the laws of Florida. For purposes of this Agreement, CONSULTANT shall include any of its employees, agents, officers, directors, owners, affiliated organizations, and subcontractors.

L. No Third Party Beneficiaries. This AGREEMENT gives no rights or benefits to anyone other than CLIENT and CONSULTANT, and has no third party beneficiaries.

M. Complete Agreement. This is the complete understanding and agreement between the parties associated with the matters contained herein, and supersede all other agreements between the parties. No waiver or modification of this Agreement, or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence of any proceeding or litigation between the parties arising out of or affecting this Agreement or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing and duly executed as aforesaid. Further, the parties agree that the provisions of this section may not be waived except as herein set forth.

N. Materials and Samples. Any items, materials, samples, or substances taken by CONSULTANT for testing, analysis, or other evaluation shall be returned within 60 days of completion of the professional services provided by CONSULTANT, unless otherwise agreed. CLIENT recognizes and agrees that CONSULTANT is acting as a bailee, and at no time assumes title to said items, materials, samples, or substances.

O. Successors & Assigns. The parties binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of the other party, in respect to all covenants of this agreement. Neither party shall assign, sublet, or transfer its interest in this Agreement without the express written consent of the other party. Nothing shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be party to this agreement, nor shall it be construed as giving any rights or benefits to anyone other than the parties to this agreement.

P. Other.



Attachment B

Alachua County SR 121 Transfer Station

Civil Engineering Services Fee Proposal - Work Effort Summary

I. Civil Engineering Services

		Principal Engineer P.E.	Staff Engineer P.E.	Staff Engineer E.I.	Engineering Tech II	Admin./ Clerical				Total Fees
Hourly Rate Fee:		\$158.00	\$131.00	\$98.00	\$86.00	\$70.00				
Item	Task									
B	Initial Planning Services									
1	General Coordination	4								\$632.00
2	Site Visit & Inspection	3		3						\$768.00
3	Develop Overall Master Plan	4		24	16					\$4,360.00
									Subtotal =	\$5,760.00
C	Design & Permitting Services									
1,4	Project Meetings	6		6						\$1,536.00
2	Construction Drawings	12		40	64					\$11,320.00
3	50% & 100% CD Submittals	2		4	2					\$880.00
5,6	Alachua County DRC Review Process	4		4						\$1,024.00
7	SRWMD ERP Permitting	4		32						\$3,768.00
8	FDOT Drainage Connection Permitting	4		32						\$3,768.00
9	Cost Estimate	3		20						\$2,434.00
									Subtotal =	\$24,730.00
D	Construction Services									
1,2	RFI's, Inspections, Submittals, Punchlists,	8		16						\$2,832.00
									Subtotal =	\$2,832.00
Engineering Fee Total:										\$33,322.00
II. Consulting Fees:						Consultant Fee			Consultant Admin	Total Fees
1	Site Topographic Survey (By CHW, Inc.)					\$5,384.00			\$538.40	\$5,922.40
2						\$0.00			\$0.00	\$0.00
Consultant Fee Total:										\$5,922.40
III. Reimbursable Expenses:									Reimbursable Expense	
1	Reimbursables								\$0.00	\$0.00
Reimbursable Fee Total:										\$0.00

Fee Total: \$39,244.40



ATTACHMENT C

JBrown Professional Group

CIVIL ENGINEERING • LAND SURVEYING • PLANNING

3530 NW 43rd Street • Gainesville, FL 32606 • 352.375.8999 • JBProGroup.com

Alachua County Public Works Annual Services Contract

Hourly Rate Fee Schedule

(Effective: February 18, 2018)

Personnel

Fee Rate (\$ per Hr.)

Engineering Services

Principal Engineer, PE	\$158.00
Project Engineer, PE	\$131.00
Staff Engineer, EI	\$ 98.00
Engineering Technician II	\$ 86.00
Engineering Technician I	\$ 67.00
Administrative / Clerical	\$ 70.00

Surveying Services

Principal Surveyor, PLS	\$151.00
2-Person Field Crew	\$161.00
1-Person Robotic Field Crew	\$100.00
Surveying Technician	\$ 78.00
Administrative / Clerical	\$ 70.00