

## Grants & Contracts - Transmittal Memo

**DATE:** March 9, 2020

**FROM:** Procurement, Contracts

**TO:** Brian Singleton

**CONTRACT #:** 10835

**VENDOR:** Jones Edmunds & Associates

**DESCRIPTION:** #10835 1<sup>st</sup> 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.

**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 10<sup>th</sup> 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  
Charles S. Chestnut IV, Chair  
Board of County Commissioners  
Date: 9/11/2019

ATTEST:

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

(SEAL)

APPROVED AS TO FORM

Alachua County Attorney's Office

PROFESSIONAL

ATTEST  
By: Linda Lyles  
Print: Linda Lyles  
Title: Contracts Specialist

ksv  
ksv

By: Stanley F. Ferreira, Jr.  
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.

  
\_\_\_\_\_  
Director / Secretary / Treasurer

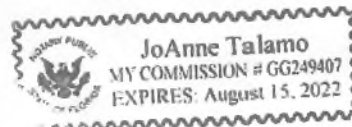


  
\_\_\_\_\_  
Director / President / Chief Executive Officer

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



**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 10<sup>th</sup> 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.

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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

Charles S. Chestnut IV, Chair  
Board of County Commissioners

Date: 9/11/2019

ATTEST:

APPROVED AS TO FORM

J.K. "Jess" Irby

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

(SEAL)

Alachua County Attorney's Office

PROFESSIONAL

ATTEST

By: Logan Peters

Print: LOGAN PETERS

Title: STAFF ENGINEER

By: Anthony L. Brown Jr.

Print: ANTHONY L. 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,

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

6-4-2019

Date

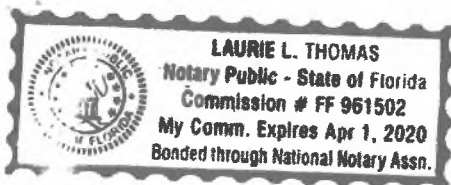
STATE OF FLORIDA, COUNTY OF ALACHUA

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

Personally Known ☒ or Produced Identification ☐

Notary Public - Signature

My Commission Expires: 4/1/2020



**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 ~~DRMP~~ DRMP, Inc., with a business address of 7525 NW 4<sup>th</sup> 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:

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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

Charles S. Chestnut IV, Chair  
Board of County Commissioners

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM

J.K. "Jess" Irby

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

(SEAL)

[Signature]  
Alachua County Attorney's Office

**PROFESSIONAL**

ATTEST

By: N. Baker

Print: Nicole Baker

Title: Corporate Executive Assistant

By: Lawrence L. Smith, Jr.

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

**PRINCIPALS**

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

## **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





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

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

A handwritten signature in blue ink, appearing to read "J.S. Meadows", written over a horizontal line.

J.S. Meadows  
Corporate Secretary

Date: April 23, 2019