

## GRANTS AND CONTRACTS - TRANSMITTAL MEMO

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**Date:** March 1, 2017

**From** Purchasing/Contracts

**To:** Charlie Jackson, Karen Smith

**CONTRACT #:** 10217

**VENDOR:** Paul Stressing Architectural

**DESCRIPTION:** #10217 Agreement with Paul Stressing Architectural for Architectural and Engineering Services

**APPROVED BY:** BoCC

**APPROVAL DATE:** 20170228

**Received On:** 20170301

**TERM START** 20170228

**TERM END** 20170930

**AMOUNT:** Rate based

**ACCOUNT:**

**ENCUMBRANCE #**

**RFP/BID #** 17-35

**ACTIONS REQUIRED** Please forward a copy to the vendor & retain a copy for your files.  
One of two originals sent to

**copy to:** F&A  
Risk  
Purchasing  
File

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**CONTINUING SERVICES AGREEMENT**  
**FOR ANNUAL ARCHITECTURAL AND ENGINEERING SERVICES**

This Agreement is entered into this 08 day of February, 2017 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and Paul Stresing Associates, Inc. doing business at 14617 Main Street, Alachua, FL 32615, hereinafter referred to as "Professional."

**WITNESSETH**

**Whereas**, the County desires to employ the Professional to provide services for Annual Architectural and Engineering Projects and related to projects where the estimated construction cost do not exceed \$2,000,000 or where a study is required and where the professional fee does not exceed \$200,000 (Reference FS, Section 287.055); and,

**Whereas**, the Professional is qualified to provide these services;

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Term.** This Agreement is effective upon execution and continuing until September 30, 2017 unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for four (4) 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.

2. **Representations.** By executing this Agreement, the Professional makes the following express representations to the County:

2.1. The Professional is professionally qualified to act as the professional for the Project and is licensed to practice architectural and engineering services by all public entities having jurisdiction over the Professional and the Project;

2.2. The Professional shall maintain all necessary licenses, permits or other authorizations necessary to act as a professional for the Project until the Professional's duties hereunder have been fully satisfied;

2.3. The Professional has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated;

2.4. The Professional shall prepare all deliverables required by this Agreement including, but not limited to, all contract plans and specifications, in such a manner that they shall be accurate, coordinated, and adequate for the purposes intended and shall be in conformity and comply with all applicable law, codes and regulations;

2.5. The Professional represents that the deliverables prepared by the Professional are adequate and sufficient to accomplish the purposes of the project and meet the requirements of all applicable

federal, state, and local codes and regulations.

2.6. The Professional acknowledges that the County's review of the deliverables in no way diminishes the Professionals representations pertaining to the deliverables.

3. **Duties of the Professional.** The Professional shall have and perform the following duties, obligations, and responsibilities to the County as outlined in Attachment "A." This Agreement standing alone does not authorize the performance of any work or require the County to place any orders for work.

4. **Duties of the County.** The County shall have and perform the following duties, obligations, and responsibilities to the Professional:

5. **Authorization For Services.** 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 and signed by the Professional. A sample Work Order is attached hereto as Attachment "B." Each Work Order shall describe the services required, state the dates for commencement and completion of work and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. The County makes no covenant or promise as to the number of available projects, nor that the Professional will perform any project for the County during the life of this Agreement. The County reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the County to be in the best interest of the County to do so.

5.1. The Facilities Director or specified designee is authorized to initiate and sign Work Orders and amendments and modifications to Work Orders on behalf of the County.

5.2. Change Orders to existing Work orders will be authorized by a Work Order Change Order (Attachment "B-1").

6. **Compensation.** The County agrees to compensate the Professional for the Professional services called for under this Agreement on either a "Fixed Fee" basis or on a "Time Basis Method." If a Work Order is issued under a "Time Basis Method," then Professional shall be compensated in accordance with the rate schedule attached as Attachment "C." If a Work Order is issued for a "Fixed Fee Basis," then the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses.

7. **Alachua County Minimum Wage:** Services rendered through this Agreement are considered covered services under Chapter 22, Article III, of the Alachua County Code of Ordinances ("Wage Ordinance"), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government.

7.1. Current required Alachua County Government Minimum Wage is \$12.50 per hour when health benefits are provided at the equivalent value of \$1.98 per hour

7.2. Current required Alachua County Minimum Wage is \$14.48 when health benefits are not provided.

7.3. The Contractor must provide certification, Attachment E, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as well as ensuring that it will require the same of its subcontractors throughout the duration of the Agreement

- 7.4. The Contractor shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Contractor is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements
- 7.5. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, F.S
- 7.6. The Contractor will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the contractor and subcontractor.

8. **Reimbursable Expenses.** If a Work Order is issued on a "Time Basis Method," then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Work Order and to conditions, restrictions, and limitations of §112.061, Florida Statute. Reimbursable expenses may include actual expenditures made by the Professional, his employees, or his Professional associates in the interest of the Project for the expenses listed in the following paragraphs:

- 8.1. Expenses for travel when traveling in connection with the Project, based on §112.061(7) and (8), Florida Statutes, or their successor and with the prior approval of the County.
- 8.2. Fees paid for securing approval of authorities having jurisdiction over the Project.
- 8.3. Actual expense of reproductions, postage and handling of drawings and specifications.
- 8.4. If authorized in writing in advance by the County, the cost of other expenditures made by the Professional in the interest of the Project provided such expenditures are in accordance with the Scope of Services and Work Order as approved by the County.
- 8.5. If the Professional's duties, obligations, and responsibilities are materially changed through no fault of the Professional after execution of this Agreement, additional compensation shall be paid as provided in Exhibit "1."

9. **Payment.**

- 9.1. As a condition precedent for any payment, the Professional shall submit monthly, unless otherwise agreed in writing by the County, an invoice to the County requesting payment for services properly rendered and expenses due. The Professional's invoice shall describe with reasonable particularity each service rendered, the date thereof, *[the time expended, if billed by hour,]* and the person(s) rendering such service. The Professional's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. If payment is requested for services rendered by Professional, the invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall bear the signature of the Professional, which signature shall constitute the Professional's representation to the County that the services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of the Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Professional that payment of any portion thereof should be withheld. Submission of the Professional's invoice for final payment shall further constitute the

Professional's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Professional to others, including its Professionals, incurred in connection with the Project, will be paid in full. The Professional shall submit invoices to the County at the following address:

Facilities Director  
Alachua County  
Facilities Management Department  
915 SE 5<sup>th</sup> Street  
Gainesville, Florida 32601

9.2. In the event that the County becomes credibly informed that any representations of the Professional relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Professional until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

9.3. The County shall make payment to the Professional, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII (Local Government Prompt Payment Act), Florida Statutes.

9.4. Payments shall be made to the following address:

Paul Stresing Associates, Inc.  
14617 Main Street  
Alachua, FL 32615

#### **10. Personnel.**

10.1. The Professional will assign only qualified personnel to perform any service concerning this Agreement. At the time of execution of this Agreement, the parties anticipate the following parties will perform those functions indicated:

<u>NAME</u>	<u>FUNCTION</u>
[list]	[list]

10.2. So long as the individuals named above remain actively employed or able to be retained by the Professional, they shall perform the functions indicated next to their names. The \_\_\_\_\_ Manager of their specific designee may authorize changes to this list in writing.

11. **Notice.** Except as otherwise provided in this Agreement, any notice of termination or default from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with a signed proof of delivery. For purposes of notice, Professional's and County representative are:

County:  
Charlie R. Jackson, Facilities Director  
Facilities Management Department  
915 SE 5<sup>th</sup> Street  
Gainesville, FL

**Professional:**

Paul Stresing, Principal  
Paul Stresing Associates, Inc.  
14617 Main Street  
Alachua, FL 32615

A copy of any notice, request or approval to the County must also be sent to:

J. K. Irby  
Clerk of the Court  
12 SE 1<sup>st</sup> Street  
Gainesville, FL 32601  
ATTN: Finance and Accounting

and

Procurement Division  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida 32601  
Attn: Contracts

**12. Default and Termination.**

12.1. The failure of the Professional to comply with any provision of this Agreement will place the Professional in default. Prior to terminating the Agreement, the County will notify the Professional in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Professional seven (7) days to cure the default. The Facilities Director is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Professional.

12.2. The County may also terminate the Agreement without cause by providing written notice to the Professional. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Professional will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Professional in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Professional recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination, but Professional shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

12.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four hours notice in writing to the Professional. The County will be the final authority as to the availability of funds. The County will pay the Professional for all work completed prior to any notice of termination.

**13. Contract And Work Order In Conflict.** Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

## **14. Project Records.**

### **14.1. General Provisions:**

- 14.1.1. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.
- 14.1.2. In accordance with Section 119.0701, Florida Statutes, the Professional or Contractor (referred hereinafter in all of the "Project Records" section collectively as "Professional"), *when acting on behalf of the County*, as provided under 119.011(2), F.S., shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Professional or Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

### **14.2. Confidential Information**

- 14.2.1. During the term of this Agreement or license, the Professional may claim that some or all of Professional's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Professional in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Professional as "Confidential Information" or "CI."
- 14.2.2. The County shall promptly notify the Professional in writing of any request received by the County for disclosure of Professional's Confidential Information and the Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Professional shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Professional's sole cost and



expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Professional releases County from claims or damages related to disclosure by County.

**14.3. Project Completion:** Upon completion of, or in the event this Agreement is terminated, the Professional, *when acting on behalf of the County* as provided under 119.011(2), F.S., shall transfer, at no cost, to the County all public records in possession of the Professional or keep and maintain public records required by the County to perform the service. If the Professional transfers all public records to the County upon completion or termination of the agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Professional keeps and maintains public records upon the completion or termination of the agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the Counties custodian of public records, in a format that is compatible with the information technology systems of the County.

#### **14.4. Compliance**

14.4.1. If the Professional does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the contract.

14.4.2. A Professional who fails to provide the public records to the County within a reasonable time may be subject to penalties under s. 119.10

**IF THE PROFESSIONAL OR CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY FACILITIES MANAGEMENT DIRECTOR**

**15. Ownership of Deliverables.** All project deliverables and documents are the sole property of the County and may be used by the County for any purpose.

**16. Insurance.** The Professional will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Attachment "D."** A current Certificate of Insurance (COI) showing coverage of the type and in the amounts requires is attached hereto as Exhibit "2".

**17. Permits.** The Professional will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

**18. Laws & Regulations.** The Professional will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Professional is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Professional is not familiar with state and local laws, ordinances, code rules and regulations, the Professional remains liable for any violation and



all subsequent damages or fines.

**19. Indemnification.**

The Professional agrees to indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Professional and other persons employed or utilized by the Design Professional in the performance of the Agreement. Professional agrees that indemnification of the County shall extend to any and all work performed by the Professional, its subcontractors, employees, agents, servants or assigns.

Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

**20. Standard of Care.** The services of the Professional shall be performed with the skill and care which would be exercised by a qualified professional performing similar services at the time and place such services are performed. If the failure to meet these standards results in deficiencies in the substandard architectural or engineering design, the Professional shall furnish, at his own cost and expense, the redesign necessary to correct such deficiencies, and shall be responsible for any and all consequential damages arising from those deficiencies.

**21. Assignment of Interest.** The Professional and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Professional hereby assigns to the County any and all claims for such overcharges as to goods, materials, or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose of any interest in this Agreement and shall not transfer any interest in same without the prior written consent of the other party.

**22. Successors and Assigns.** The County and Professional each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

**23. Independent Contractor.** In the performance of this Agreement, the Professional is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by the Professional in the full performance of the Agreement.

**24. Collusion.** By signing this Agreement, the Professional declares that this Agreement is made without any previous understanding, Agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

**25. Conflict of Interest.** The Professional warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

**26. Prohibition Against Contingent Fees.** As required by §287.055(56), Florida's Statutes, the Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**27. Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.

**28. Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect

**29. Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

**30. Governing Law and Venue.** This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

**31. Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

**32. Amendments.** The parties may amend this Agreement only by mutual written Agreement of the parties.

**33. Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

**34. Counterparts.** This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

**35. Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.

**36. Entire Contract.** This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

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

ALACHUA COUNTY, FLORIDA

By: [Signature] (Vice)  
Ken Cornell, Chair  
Board of County Commissioners

Date: 2/28/17

ATTEST:

[Signature]  
Jess K. Irby II, Clerk

(SEAL)

APPROVED AS TO FORM

[Signature]  
Alachua County Attorney's Office

ATTEST (By Corporate Officer)

By: [Signature]  
Print: JOHN M. AVERBE  
Title: TRD. MGR.

PAUL STRESING ASSOCIATES, INC.

By: [Signature]  
Print: PAUL M. STRESING  
Title: AUC  
Date: 1/23/2017

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 THE PURCHASING/PROCUREMENT SECTION

## **ATTACHMENT A: SCOPE OF SERVICES**

1. **Purpose:** Serve as the County's professional Architect and Engineer representative on projects and will give consultation to the County during the performance of their services. The Professional warrants that he now has or will secure, at his own expense, all personnel and facilities required to perform all services under the Contract within the period of time set forth.
2. **General Requirements:** Provide the following services, including but not limited to:
  - a. The Professional shall not have any direct or indirect contract relationship with any officer or employee of the County that will conflict with his ability to perform the work hereunder. All personnel assigned to the work shall be fully qualified and all facilities employed shall be adequate for the work required.
  - b. All services performed by shall be executed in cooperation and coordination with the County and in the performance of such services, the Professional shall:
    - i. Maintain close liaison and cooperation with the County during performance of the work hereunder to obtain agreement and coordination of the various phases of work contained herein.
    - ii. Attend all meetings and conferences as arranged and required by the County during the progress of the work hereunder to establish design concepts, to review preliminary and final reports, secure agreement upon comprehensive and detailed basis of design, and discuss any other matters relating to the work.
    - iii. Provide the County with written memoranda to confirm and record the understandings and agreements resulting from meetings and conferences.
    - iv. Provide the County with schedules, including starting dates and contemplated completion dates for the several salient features of the work hereunder, and periodic progress reports. Such schedules and progress reports shall be in such format and detail as the County may require.
    - v. Assist the County by furnishing the necessary design engineering data in the preparation of all documents necessary for any federal, state, city or county approvals or permits.
3. **Preliminary (Schematic Design) Phase:** During the schematic design phase, the Professional will:
  - a. Consult with the County to determine the County's requirements for the project.
  - b. Review and study the reports, documents and design development previously prepared by and for the County. It is agreed that the County shall make available to the Professional, copies of all reports, documents and preliminary design for

purposes of this review and study.

- c. Advise the County as to the necessity for providing or obtaining specialized services, including, without limitation, survey, subsurface investigation and the like and act as the County's technical representative in connection therewith.
  - d. Provide the County with statements of probable construction costs, construction schedules, and other preliminary data concerning construction of the proposed construction for use in overall analysis and planning of the project.
  - e. Provide the County with projected cost. If the lowest responsive bid exceeds the construction budget, the Professional will adjust the design plans and specifications to rebid the project at no cost to the County.
  - f. On the basis of the mutually agreed upon program and project budget requirements, the Professional shall prepare, for approval by the County, schematic design documents consisting of drawings and other documents illustrating the scale and relationship of the project components.
4. **Design Development Phase:** After written authorization to proceed, perform the services of the design development phase in connection with the project, specifically including, but not limited to the following:
- a. Advise the County as to the necessities of obtaining further services from others and act as the County's representative in connection with any such services.
  - b. Provide technical field direction of such services being conducted by others.
  - c. Arrange for acquisition of the services of such subcontractors as are approved by the County to perform surveys, soundings and borings, soil tests and other subsurface investigations necessary for design, materials determination, and utility location. If any such subcontractor's services are acquired by the Professional, as approved by the County, the County will be responsible for reimbursing the Professional for the actual cost incurred by the Professional for such services.
  - d. Interpret and evaluate information obtained from such surveys, soundings and borings, soil tests and other subsurface investigations.
  - e. Evaluate information of conditions to be encountered at the site essential for design and construction purposes and investigate all available information necessary to accurately indicate existing and proposed locations of underground utilities and facilities.
  - f. Report errors in the survey discovered by the Professional to the County.
  - g. Consult with the County to establish general design criteria and standards for use in the project.

- h. Prepare design development documents consisting of specific design criteria for the project and outline specifications to develop and establish the scope of the project.
  - i. Prepare a revised statement of probable construction costs for the project based on the information given in the design development documents.
  - j. Furnish four copies of the above design development documents and statement of probable construction costs to the County for review and approval at the fifty percent (50%) and one hundred percent (100%) completion stages.
- 5. **Construction Document Phase:** After written authorization to proceed with the final design phase, the Professional will:
  - a. On the basis of the approved design development documents, prepare for incorporation in the contract documents detailed construction drawings and plans, hereinafter called "drawings", to show the work to be performed by the contractor on the project and technical provisions, hereinafter called "specifications". Drawings, specifications, statement of probable construction costs and supporting documents will be submitted for review and approval by the County at the fifty percent (50%) and one hundred percent (100%) completion stages. Any changes, refinements, or modifications that may be required after each review shall be completed prior to proceeding further. A proposed complete and final draft of the contract documents shall be prepared by the Professional and submitted to the County for its approval.
  - b. Prepare architectural/engineering data and required architectural/engineering documents in order to secure, with the assistance of the County, approval and/or permits required by governmental authorities that have jurisdiction over design criteria applicable to the project.
  - c. Advise the County of any adjustment of the statement of probable construction costs for the project caused by changes in scope, design requirements, or construction costs and furnish a revised statement of probable construction cost for the project based on the completed drawings and specifications to the County.
- 6. **Bidding or Negotiating Phase:** After written notice to proceed, the Professional shall perform the services of the bidding phase, specifically including, but not limited to the following:
  - a. Produce, assemble and deliver four (4) copies of the contract documents approved by the County for County use, respond to all inquiries from potential bidders and prepare necessary addenda. Any additional copies desired by the County will be provided by the Professional at the cost of reproduction of same.
  - b. Attend all pre-bid meeting, provide minutes for distribution after the pre-bid meeting, produce addendums and produce all communications in a format approved by the County.
  - c. Assist the County concerning the intent of the contract documents as such relate to

subcontractors and other persons and organizations proposed by the general contractor.

- d. Evaluate all bids submitted, including, without limitation, compliance with the specifications, costs and ability of the bidder to perform the work and other factors.
- e. Recommend to the County the lowest, most responsive and responsible bidder.

**7. Construction Administration Phase:** After written notice to proceed is given to the general contractor, the Professional shall provide construction monitoring and inspection, as described below. The construction administration phase will terminate one (1) year after final payment to the County to the general contractor. During the construction phase, the Professional will:

- a. Represent the County as its contract administrator, including, without limitation, interpretation of plans, drawings and specifications and issuing instructions to the general contractor.
- b. Observe and inspect on at least a weekly basis, the progress and quality of the executed work and determine if the work is proceeding in substantial accordance with the contract documents. The Professional shall report to the County any work discovered that fails to conform to the contract documents or which in any way appears to be deficient, defective or otherwise not in accordance with good engineering or construction practices. The Professional shall take all practical steps necessary to ascertain that the contractor corrects such work at the contractor's expense.
- c. Check and approve or disapprove submittals, the results of tests and inspections and other data that the general contractor is required to submit for the purpose of verifying acceptability in accordance with the contract documents. Check and approve or disapprove maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, as required in construction contracts related to the project.
- d. The Professional, based on the Professional's and the Professional's Architectural design professionals on-site inspections as experienced and qualified professionals, and upon their review of the general contractor's application for payment and supporting data, shall approve, or red-line and adjust the applied for amounts, or disapprove the general contractor's "Applications for Payment". The "Application for Payment" amount approved by the Professional will represent the Professional's opinion that the remaining work of the construction contract can be completed with the unpaid construction contract funds.
- e. Make an inspection to determine if the project is substantially complete and a final inspection to determine if the project has been fully completed in substantial accordance with the contract documents, and the contractor has fulfilled all of his obligations thereunder so that the Professional may recommend approval, in writing, of final payment to the general contractor.



8. **As-Built Drawings:** The Professional shall perform the services for preparation and delivery of film reproducible as-built drawings to the County, specifically including, but not limited to the following:
- a. Coordination, observation, cross-referencing and the performance of field surveys, as required to verify as-built drawings.
  - b. Make necessary revisions to reproducible documents to reflect actual facilities installed and/or constructed and provide such documents to the County.
  - c. Take all steps necessary to prepare and deliver to the County, as-built drawings within the one-month period following the date of final acceptance of the project by the County; such period includes the time required by the contractor to prepare, check and submit his as-built construction data.
  - d. The Professional will present to the County on disk a copy of all computer added design drawings produced for projects under the contract.
9. **Permitting:** The Professional shall perform all permitting services, specifically including, but not limited to the following:
- a. Commence permitting services as soon as practicable during the design phase and continue through construction until all conditions of the permits have been completed and the regulatory agencies exerting jurisdiction are duly notified.
  - b. Take all steps necessary to expedite permit processing to assure required permits will be approved and issued prior to commencement of construction operations.
  - c. Take all steps necessary, including the preparation of reports, plans, specifications, and other supporting documentation required and/or pertaining to applications for the project to secure application, issuance and approval of all permits required from federal, state, and local agencies.
  - d. Maintain close monitoring through the construction period to ascertain that the installations meet the particular conditions and/or stipulations set forth in the permits, as well as applicable governmental and environmental guidelines and regulations.

**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
  - ☐ time basis method with a not-to-exceed amount
  - ☐ time basis method with a limitation of funds amount

(b) If the compensation is based on a "Fixed Fee Basis," then 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.

(c) If the compensation is based on a "Time Basis Method" with a Not-to-Exceed Amount, then the Professional shall perform all work required by this Work Order for a sum not

exceeding \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_). The Professional's compensation shall be based on the actual work required by this Work Order.

(d) If the compensation is based on a "Time Basis Method" with a Limitation of Funds Amount, then the Professional is not authorized to exceed the Limitation of Funds amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) without prior written approval of the County. Such approval, if given by the County, shall indicate a new Limitation of Funds amount. The Professional shall advise the County whenever the Professional has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The County shall compensate the Professional for the actual work performed under this Work Order.

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: \_\_\_\_\_

**ATTACHMENT B-1: AMENDMENT TO WORK ORDER FOR CONTINUING CONTRACTS**

AMENDMENT # \_\_\_\_\_

NTP/Project # \_\_\_\_\_

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

Professional: \_\_\_\_\_

Invoicing Reference # \_\_\_\_\_

Contract Manager: \_\_\_\_\_

Project #: \_\_\_\_\_

<b>Work Order Description:</b>
<b>Deliverable(s):</b>

Original Work Order Price:	
Total of Prior Approved Changes	
Amount of this Change in Work Order Add or (deduct)	
New Work Order Price with This Amendment:	

Original Completion Date: \_\_\_\_\_ (\_\_\_\_\_ days after NTP)

New Completion Date: \_\_\_\_\_ (\_\_\_\_\_ days after NTP)

Not valid until signed by County

**ALACHUA COUNTY:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**PROFESSIONAL:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## **ATTACHMENT C: FEE SCHEDULE**

**EXHIBIT 1: ADDITIONAL SERVICES FEE SCHEDULE**

## **ATTACHMENT D: INSURANCE REQUIREMENTS**

### **TYPE "C" INSURANCE REQUIREMENTS "Professional or Consulting Services"**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

#### **I. COMMERCIAL GENERAL LIABILITY.**

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

#### **II. AUTOMOBILE LIABILITY.**

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

#### **III. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY.**

- A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- B Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

#### **IV. PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).**

Professional (E&O) Liability must be afforded for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate

#### **V. OTHER INSURANCE PROVISIONS.**

- A The policies are to contain, or be endorsed to contain, the following provisions:
- B Commercial General Liability and Automobile Liability Coverages
  - 1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
  - 2 The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employee's or volunteers shall be excess of Contractor's insurance and shall be non-contributory.
- C All Coverages
  - 1 The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

#### **VI. SUBCONTRACTORS**

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

**CERTIFICATE HOLDER:** Alachua County Board of County Commissioners

**MAIL, EMAIL or FAX CERTIFICATES TO:**

Risk Management  
12 SE 1<sup>st</sup> Street, 3<sup>rd</sup> Floor  
Gainesville, FL 32601  
[dryon@alachuacounty.us](mailto:dryon@alachuacounty.us)



**Phone: 352-374-5297**

**Fax: 352-381-0168**

**► Attn: Darlene Ryon**

**EXHIBIT 2: Certificate of Insurance**

**ATTACHMENT E: Certification of Meeting Alachua County Wage Ordinance**

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance ("Wage Ordinance").

Corporate Name:

Address

City/State/Zip

Phone Number

Point of Contact \_\_\_\_\_

Project Description:

**CONTRACTOR**

ATTEST (By Corporate Officer)

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

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

**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 THE PURCHASING/PROCUREMENT SECTION**



# Agenda

## ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

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

February 14, 2017 BoCC Regular Meeting 9:00AM

### Agenda Item #18.

#### Agenda Item Name:

Continuing Services Agreement for Architectural and Engineering Services between Alachua County and Brame Heck Architects, Inc.; Strollo Architects, Inc.; Paul Stresing Associates, Inc. and Walker Architects; Bid #17-35

#### Item Description:

Continuing Services Agreement for Architectural and Engineering Services between Alachua County and Brame Heck Architects, Inc.; ~~Strollo Architects, Inc.~~; Paul Stresing Associates, Inc. and Walker Architects. Bid #17-35

Request approval of the Continuing Services Agreement for Annual Architectural and Engineering Services upon execution continuing through September 30, 2017 with the option of four (4) one (1) years renewal terms with ~~Strollo Architects, Inc.~~, Paul Stresing Associates, Brame Heck and Walker Architects; under Bid #17-35.

#### Recommended Action:

Approve and execute the Continuing Services Agreements with Brame Heck Architects, Inc.; ~~Strollo Architects, Inc.~~, Paul Stresing Associates, Inc. and Walker Architects upon execution and continuing through September 30, 2017.

#### Prior Board Motions

N/A

#### Fiscal Consideration:

Approve and execute the Continuing Services Agreements with Brame Heck Architects, Inc.; Strollo Architects, Inc.; Paul Stresing Associates, Inc. and Walker Architects upon execution and continuing through September 30, 2017.

Capital Improvement Program-General Fund

Per Task Assignment - various accounts

#### 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 Contractor's expertise and specific requirements of the project as

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determined by the Facilities Director. Task assignments will be issued to contractors based on services related to the specific projects as needed by the Facilities Management Department. The amount of each task assignment will be controlled by projects, sizes, scopes 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 was selected as the top four vendors.

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.