

Grants & Contracts - Transmittal Memo

DATE: February 14, 2018

FROM: Purchasing Division, Contracts

TO: Brian Singleton

CONTRACT #: 10834

VENDOR: JBrown Professional, Inc.

DESCRIPTION: #10834 JBrown Professional, Inc. Agreement for Annual Engineering Services for RFP #18-115

APPROVED BY: Board of County Commissioners

APPROVAL DATE: 2/13/2018

RECEIVED ON: February 14, 2018

TERM START: 2/13/2018

TERM END: 9/30/2019

AMOUNT: \$1,500,000.00

ACCOUNT:

ENCUMBRANCE #:

RFP/BID #: 18-115

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

COPY TO: Risk Division
File

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

This Agreement is entered into this 13th day of February, 2018 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 JBrown Professional Group, Inc., doing business at 3530 NW 43rd St, Gainesville, FL 32607, hereinafter referred to as "Professional" (collectively referred to as the "Parties").

WITNESSETH,

WHEREAS, the County issued 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, the County desires to employ the Professional to provide the services described in RFP #18-115 and the Professional desires to provide such services to the County in accordance with the terms and conditions set forth herein, and

WHEREAS, the Professional is qualified to provide these services.

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 hereto do mutually agree as follows:

1. **Term.** This agreement is effective upon execution continuing through September 30, 2019, unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for two additional two-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 qualified to perform the services required as the Professional under the Agreement and is licensed to practice engineering by all public entities having jurisdiction over the Professional and the Agreement;
- 2.2 The Professional shall maintain all necessary licenses, permits or other authorizations necessary to act as such under the Agreement until the duties hereunder have been fully satisfied;

- 2.3 The Professional agrees to become familiar with the Project site(s) and the local conditions pertaining to each Work Order;
 - 2.4 The Professional shall prepare all deliverables required by each Work Order in accordance with the Standard of Care outlined in Article 20;
 - 2.5 The Professional represents that the deliverables prepared will be adequate and sufficient to accomplish the purposes of the Agreement and its Work Orders and meet the requirements of applicable federal, state and local codes and regulations.
 - 2.6 The Professional acknowledges that the County's review, acceptance and/or payment for the deliverables in no way diminishes the Professional's representations pertaining to the deliverables nor does it constitute acceptance or waive of any errors, omissions or defects regarding 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:
- 4.1. Provide a written request for services in a written Work Order or Notice to Proceed.
 - 4.1.1. The Public Works Director, County Engineer or his designee is authorized to order services under this Agreement in accordance with Paragraph 5, provided that the compensation to be paid to the Professional for all Work Orders and Notices to Proceed issued by the County shall not exceed the annual Not To Exceed limitations set forth in Paragraph 6, below. In the event that the County issues Work Orders, Work Order Change Orders or Notices to Proceed that collectively, or individually, exceed the annual Not To Exceed limitations set forth in Paragraph 6, the Professional shall immediately notify the County and shall not commence said work without authorization from the Board of County Commissioners.
 - 4.2. The County will provide project data currently in the County's possession.
 - 4.3. The County will provide timely reviews of deliverable(s) to meet schedule requirements.
 - 4.4. The County will be responsive to questions in a timely manner.
 - 4.5. The County will process invoices in a timely manner.
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, or that the Professional will perform any project for the County during the Term 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 its best interest to do so.

5.1 The Public Works Director, County Engineer, 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 its services called for under this Agreement an amount Not to Exceed (NTE) \$1,500,000.00 annually, unless approved by the Board of County Commissioners. Projects may be executed up to the NTE amount on a "Fixed Fee" basis, a "Time Basis Method" or a combination of methods.

6.1 If a Work order is issued for a "Fixed Fee Basis" then the applicable Work Order Fixed Fee amount will include any and all reimbursable expenses.

6.2 If a Work Order is issued under a "Time Basis Method", then the Professional shall be compensated in accordance with the rate schedule attached as **Attachment C**.

6.3 In the event the work requires a combination of both types of compensation, the Work Order shall clearly note which tasks are fixed fee and which tasks are time basis.

7. **Reimbursable Expenses.** No reimbursable expenses will be paid under this agreement unless authorized in a Work Order.

8. **Alachua County Minimum Wage.**

8.1 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. "Covered Employees," as defined in Sec. 22.45 of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Agreement.

- 8.2 Current required Alachua County Government Minimum Wage is \$13.00 per hour when health benefits are provided at the equivalent value of \$2.04 per hour and \$15.04 when health benefits are not provided (collectively, the "Minimum Wage").
- 8.3 The County may amend the applicable Minimum Wage on or before October 1st of each year.
- 8.4 The Professional shall provide certification, the form of which is attached hereto as **Attachment E**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as may be amended by the County on or before October 1st of each year, as well as ensuring that it will require the same of its subcontractors throughout the duration of this Agreement.
- 8.5 The Professional 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 Professional is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements.
- 8.6 Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of the Agreement and authorize the County to withhold payment of funds in accordance with Chapter 218, F.S.
- 8.7 The Professional 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 Professional and its subcontractors.

9. Payment.

- 9.1 As a condition precedent for any payment, the Professional shall submit a monthly invoice to the County requesting payment for services properly rendered and expenses due unless otherwise agreed in writing by the County. 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 will constitute the Professional's representation to the County

that the services indicated in the invoice have: reached the level stated, served a public purpose, 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 (if true), 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 consultants, incurred in connection with the Project, will be paid in full. The Professional shall submit invoices to the County at the following address:

Public Works Director/County Engineer
Alachua County Public Works
5620 NW 120th Lane
Gainesville, Florida, 32653

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 or inaccuracies 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:

JBrown Professional Group, Inc.
3530 NW 43rd St
Gainesville, FL 32607

10. Personnel.

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

<u>NAME</u>	<u>FUNCTION</u>
<i>A.J. Brown, Jr., P.E.</i>	<i>Principal</i>

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 Public Works Contracts & Design Manager or their specific designee may authorize changes to this list in writing.

- 11 Notice.** Except as otherwise provided in this Agreement, any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. All notices shall be deemed three (3) business days after mailing, unless delivery is by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Professional's and County's representatives are:

County:

Public Works Director/County Engineer
Alachua County Public Works
5620 NW 120th Lane
Gainesville, FL, 32653

Professional:

JBrown Professional Group, Inc.
ATTN: Jay Brown, PE
3530 NW 43rd St
Gainesville, FL 32607

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

Jesse K. Irby II
Clerk of the Court
12 SE 1st Street
Gainesville, FL 32601
ATTN: Finance and Accounting
and
Procurement Division
12 SE 1st Street
Gainesville, Florida 32601
Attn: Contracts

12 Default and Termination.

12.1 The failure of the Professional to comply with any material 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) or more days to cure the default. The Public Works Director/County Engineer 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's 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 (24) 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 Agreement 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, or as otherwise provided by law.

14.1.2 In accordance with Section 119.0701, Florida Statutes, the 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 shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

14.1.3 Professional shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Professional does not transfer the records to the County.

14.2 **Confidential Information**

14.2.1 During the term of this Agreement, 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 Records Act. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its reasonable efforts to maintain the confidentiality of the information properly identified by the Professional.

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 Professional's Confidential Information. Professional shall investigate, handle, respond to, and defend, 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 for item properly marked in accordance with Paragraph 14.2.1.

- 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 services. 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 County's 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 Agreement.
- 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 F.S.119.10

IF THE PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE

PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE ALACHUA COUNTY PUBLIC WORKS CONTRACTS AND DESIGN MANAGER AT E-MAIL bsingleton@alachuacounty.us, PHONE (352) 548-1306, OR MAIL AT 5620 NW 120th Lane, Gainesville, FL 32653.

- 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. Professional assumes no liability for the use of such documents by the County or others for purposes not intended under this Agreement.
- 16 **Insurance.** The Professional will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amount detailed in **Attachment D**. A current Certificate of Insurance (COI), showing coverage of the type and in the amounts required 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 to perform its services under this Agreement.
- 18 **Laws and Regulations.** The Professional will comply with applicable 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

- 19.1 To the maximum extent permitted by Florida law, but subject to the monetary limitation that the extent of the Professional's indemnification obligation shall not exceed \$2,000,000.00 per Work Order, including all changes thereto, issued to the Professional, 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 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.

19.2 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 service at the time and place such services are performed. If the failure to meet these standards results in deficiencies in the architectural or engineering design, the Professional shall furnish, at his own cost and expense, the redesign necessary to correct such deficiencies and shall further be responsible for the necessary and reasonable cost of any construction needed to implement the redesign.
- 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, methods, techniques, sequences, and procedures 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. Sole and exclusive venue for all actions arising under this Agreement or the services provided by the Professional to the County shall be in Alachua County, Florida.
- 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 that is executed by both 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. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Agreement shall constitute valid and sufficient delivery in order to complete execution and delivery of this Agreement and bind the Parties to the terms hereof.
- 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 Agreement.** This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

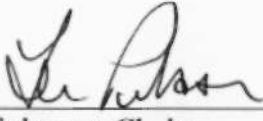
37 **PURSUANT TO SECTION 558.0035, FLORIDA STATUTES,**

AN INDIVIDUAL EMPLOYEE OR AGENT OF PROFESSIONAL MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

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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.

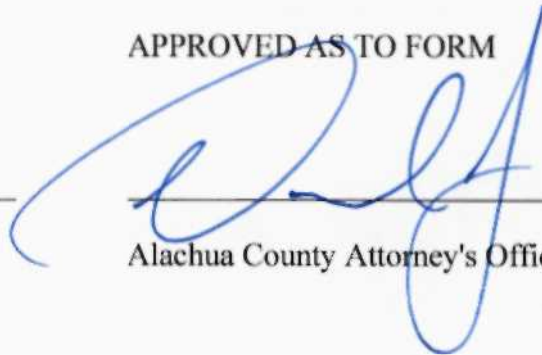
ALACHUA COUNTY, FLORIDA

By: 
Lee Pinkoson, Chair
Board of County Commissioners
Date: 02/13/2018

ATTEST:

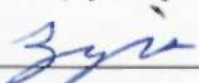

Jesse K. Irby II, Clerk
(SEAL)

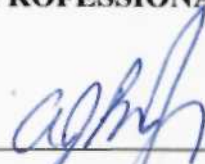
APPROVED AS TO FORM


Alachua County Attorney's Office

PROFESSIONAL

ATTEST (By Corporate Officer)

By: 
Print: Troy Wright
Title: Vice-President

By: 
Print: Anthony J. Brown, Jr.
Title: President
Date: 01/29/18

ATTACHMENT A: SCOPE OF SERVICES

The Professional shall provide the following services, including but not limited to:

- 1.1 **Transportation**
 - 1.1.1 Urban Roadway Planning and Design
 - 1.1.2 Rural Roadway Planning and Design
 - 1.1.3 Intersection Planning and Design
 - 1.1.3.1 Conduct and analyze signal warrant analysis
 - 1.1.3.2 Conduct and analyze roundabout justification studies
 - 1.1.3.3 Structural design for traffic signals
 - 1.1.3.4 Conduct, review and analyze transportation and traffic studies
 - 1.1.3.5 Conduct transportation network analysis
- 1.2 **Construction Engineering and Inspection for Public Works Projects**
- 1.3 **Stormwater Management**
 - 1.3.1 Stormwater management facility design
 - 1.3.2 Conduct, review and analyze drainage studies
 - 1.3.3 Stormwater permitting
- 1.4 **Parks and Conservation Lands Planning and Design**
 - 1.4.1 Permitting, siting, layout and design of County parks, conservation lands and facilities
- 1.5 **Facility Planning & Design**
 - 1.5.1 Permitting, siting, layout and design of County facilities.
- 1.6 **Developments of Regional Impact and Sector Plans**
 - 1.6.1 Review and analyze Development of Regional Impact and Sector Plan submittals.
- 1.7 **Landscaping Architectural Services**
- 1.8 **Environmental Studies (Wetland, Cultural Resources, Phase1 and 2 Environmental Site Assessments, etc.)**
- 1.9 **Other General Engineering Studies as may be required by the County**

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 up to, but not in excess of, the Limitation of Funds Amount..

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.

WITNESS

Signature

Print Name

Date: _____

PROFESSIONAL:

By: _____
Signature

Title: _____
Print Name and Title

Date: _____

ALACHUA COUNTY, FLORIDA

By: _____
Signature

Title: _____
Print Name and Title

Date: _____

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

AMENDMENT # _____

NTP/Project # _____

Date Issued: _____

Professional: _____

Invoicing Reference # _____

Contract Manager: _____

Project #: _____

Work Order Description:
Deliverable(s):

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

Prime – JBrown Professional Group

Classification	Billing Rate per Hour
Principal Engineer	\$158
Project Engineer.....	\$131
Staff Engineer.....	\$98
Engineering Tech II.....	\$86
Engineering Tech I.....	\$67
Principal Surveyor	\$151
Surveying- 2 person crew.....	\$161
Surveying – 1 Person crew.....	\$100
Surveying Tech.....	\$78
Admin/Clerical	\$70

Sub consultant – LTG

Classification	Billing Rate per Hour
Principal	\$242
Sr. Project Manager	\$183
Project Manager	\$155
Senior Planner.....	\$117
Sr. Engineer Intern/Sr. Designer	\$99
Engineering Intern	\$80
Senior Designer	\$104
CAD Designer	\$63
Transportation Analyst	\$63
Admin.....	\$56

Sub consultant – McGrath Consulting

Classification	Billing Rate per Hour
Principal Planner	\$150
Administrative.....	\$50

Sub consultant – Manley Design

Classification	Billing Rate per Hour
Landscape Architect.....	\$90

ATTACHMENT D: INSURANCE REQUIREMENTS

TYPE "B" INSURANCE REQUIREMENTS

"Professional or Consulting Services"

Professional shall procure and maintain for the duration of the Agreement 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 professional, 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 Professional; products and completed operations of the Professional; or automobiles owned, leased, hired or borrowed by the Professional.

2 The Professional'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, employees or volunteers shall be excess of Professional's insurance and shall be non-contributory.

C All Coverages

1 The Professional 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

EXHIBIT 2: CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/28/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Florida 2811 NW 41st Street Suite A-1 Gainesville FL 32606		CONTACT NAME: Linda Whiddon PHONE (A/C, No, Ext): (352)377-2002 FAX (A/C, No): (352)378-8393 E-MAIL: lwhiddon@scarins.com ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Westfield Insurance	
		INSURER B: Bridgefield Employers Ins Comp	
		INSURER C: National Casualty Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 17-18 E&O **REVISION NUMBER:**

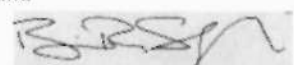
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			CWP0754997	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMPROP AGG \$ 2,000,000
	☐ OTHER						Property damage-single \$
A	☒ AUTOMOBILE LIABILITY			CWP0754997	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB						PIP-Basic \$
	☐ OCCUR ☐ CLAIMS-MADE						EACH OCCURRENCE \$
	DED \$ RETENTION \$						AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			830-53009	10/01/2017	10/01/2018	PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? (Mandatory in NH)	Y/N ☐	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability Retroactive Date 12/30/1997			17296211B	12/30/2017	12/30/2018	\$1,000,000/\$1,000,000 \$10,000 DED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Alachua County Public Works Dept 5620 NW 120th Lane Gainesville FL 32653	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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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: JBROWN PROFESSIONAL GROUP, INC
Address 3530 NW 43RD ST
City/State/Zip GAINESVILLE, FL 32607
Phone Number 352-375-8999
Point of Contact JAY BROWN
Project Description: RFP 18-115

PROFESSIONAL

ATTEST (By Corporate Officer)

By: 
Print: TROY WRIGHT
Title: VICE-PRESIDENT

By: 
Print: ANTHONY L. BROWN JR.
Title: PRESIDENT
Date: 1-18-2018



Agenda

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

Jack Durrance Auditorium
Second Floor
12 SE 1st Street

February 13, 2018 BoCC Regular Meeting 9:00AM

Agenda Item #34.

Agenda Item Name:

Engineering Services Agreements

Presenter:

Brian Singleton

Item Description:

Request approval of annual engineering services agreements and itemized engineering services agreements.

Recommended Action:

1. Approve continuing services agreement for annual engineering services (RFP 18-115) with (1) DRMP; (2) JBrown Professional Group; and (3) Jones Edmunds and Associates.
2. Approve continuing services agreement for annual engineering services (RFP 18-800) with (1) DRMP; (2) Kimley-Horn & Associates; and (3) HNTB.

Prior Board Motions

October 24, 2017 - Board approved the finance report for RFP 18-115 & 18-800, and authorized staff to negotiate agreements with the 3 top ranked firms in each RFP.

Fiscal Consideration:

Contracts will be used on an as-needed basis and engineering services are included in department annual operating budgets and capital project budgets.

The contracts for RFP18-115 have an annual not to exceed amount of \$1,500,000

The contracts for RFP18-800 have an annual not to exceed amount of \$2,000,000

Background:

These agreement are necessary to supplement in-house staff for engineering services when projects exceed our staffing capacity. These agreements provide professional engineering services for transportation, construction engineering and inspection, stormwater management, parks planning and design, developments of regional impact & sector plan reviews, landscape architectural services, environmental studies and facility site planning and design.