

**PROFESSIONAL SERVICES AGREEMENT BETWEEN ALACHUA COUNTY &
MITCHELL GULLEDGE ENGINEERING, INC.
FOR ANNUAL ENGINEERING SERVICES FOR CIVIL, STRUCTURAL,
MECHANICAL, ELECTRICAL, PLUMBING, AND LIFE SAFETY NO. 14016**

This Professional Services Agreement (“Agreement”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and MITCHELL GULLEDGE ENGINEERING, INC., a Florida for Profit Corporation, which is authorized to do business in the State of Florida (“Professional”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the County publicly issued Request for Proposals (RFP 24-37) seeking qualified professionals to provide Engineering Services for Civil, Structural, Mechanical, Electrical, Plumbing, and Life Safety for projects less than \$4,000,000.00; and

WHEREAS, after evaluating and considering all timely responses to the solicitation, the County identified Professional as one of the top ranked entity in the solicitation process; and

WHEREAS, the County followed the requirements of F.S. §287.055, Consultants’ Competitive Negotiation Act (CCNA) and desires now to enter into this continuing contract for professional services; and

WHEREAS, the Professional is willing to provide certain services to the County; and

WHEREAS, the County desires to engage Professional to provide the services described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the County and Professional agree as follows:

1. **Recitals**. The foregoing recitals are incorporated herein.
2. **Scope**. In accordance with the terms and conditions of this Agreement, Professional agrees to provide Annual Engineering Services for Civil, Structural, Mechanical, Electrical, Plumbing and Life Safety Projects in which the estimated construction costs of each individual project will be \$4,000,000.00, as more particularly described in the Scope of Services attached hereto as **Exhibit “1”** and incorporated herein (“Services”) for and as needed by the County. Professional acknowledges that time is of the essence completing the Services. It is understood that the Services may be modified, but to be effective and binding, any such modification must be in writing executed by both the Parties.
3. **Term**. This Agreement is effective on the day the last Party signs it and continues until September 30, 2024, unless earlier terminated as provided herein. This Agreement may be renewed at the option of the County for two additional two year term(s). Professional may choose not to renew this Agreement provided the County has written notice ninety (90) days prior to October 1st for each term renewal.
4. **Qualifications**. By executing this Agreement, Professional makes the following representations to County:

- A. Professional is qualified to provide the Services and will maintain all certifications, permits and licenses necessary to act as a professional and to provide the Services during the term of this Agreement.
- B. Professional will perform the Services 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 failure to meet these standards results in a deficiency in the Services or the related tasks or designs, Professional will, at his/her own cost and expense, re-do the Services to correct the deficiency, and Professional shall be responsible for any and all consequential damages to the County arising from the deficiency.
- C. Professional is familiar with the Services and the conditions of the site, location, project, and specifics of the Services to be provided, designed, or constructed.
- D. Professional will coordinate, cooperate, and work with any other consultants and contractors retained by the County. The Parties acknowledge that there is nothing in this Agreement that precludes County from retaining other professionals for similar or same Services or from independently performing the Services provided under this Agreement on its own.

5. **Authorization for Services.** Authorization for performance of the Services for the County by Professional under this Agreement will be in the form of written Work Orders issued and executed by authorized County and signed by Professional. Each Work Order will describe the Services required, state the dates for commencement and completion of the Services, and state the amount and method of payment based upon the Payment Schedule, attached hereto. Work Orders will be issued under and shall incorporate the terms of this Agreement. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the terms of this Agreement shall prevail. Changes to existing Work Orders will be authorized by a Work Order Change Order. The County makes no covenant or promise as to the amount or number of Services, work or projects to be requested of the Professional under this Agreement, or that the Professional will perform any project for the County during the term of this Agreement. The County Manager or his/her designee is authorized to initiate and sign Work Orders and Work Order Change Orders on behalf of the County.

6. **Payment.**

- A. The County will pay and Professional will accept, for the timely and complete performance of the Services authorized to be performed for the County, as described in this Agreement, payment based on the rates or pricing contained in the Payment Schedule attached hereto as **Exhibit "2"** and incorporated herein by this reference. The Parties agree that the amount to be paid to Professional for the Services required will not exceed the sum of **\$ 2,000,000 annually**.
- B. As a condition precedent for any payment, Professional must submit monthly invoices to the County requesting payment for Services properly rendered and expenses due, unless otherwise agreed in writing by the County. Professional's invoice must describe the Services rendered, the date performed [*and the time expended, if billed by hour*], and the person(s) rendering such Services. Professional's invoice shall be accompanied by documentation or data in support of expenses, as the County may require. The invoice shall reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Professional's representation to the County that the Services listed have reached the level stated, have

served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the Professional of the amount invoiced, all obligations of the Professional to others, including its consultants and subcontractors, will be paid in full. Professional shall submit invoices to the County at the following address, unless otherwise directed by the County:

Facilities Management Department
915 SE 5th Street
Gainesville, FL 32601
Facfiscal@alachuacounty.us

- D. The County will make payment to Professional for amounts properly invoiced, as set out below, and in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.
- E. If the County has reasonable cause to suspect that any representations of Professional relating to payment are inaccurate, the County may withhold payment of sums then or in the future otherwise due to Professional until the inaccuracy, and the cause thereof, is corrected to the County Manager's or his/her designee's reasonable satisfaction.
- F. Pursuant to FS §287.055(5), as may be applicable, Professional by execution of this Agreement certifies, covenants, and warrants that the wage rates and other factual unit costs supporting the compensation stated in the Payment Schedule attached hereto and for these Services, are accurate, complete and current at this time of this contracting. Professional further agrees that the contract price and any additions thereto will be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments must be made within 1 year following the end of the contract. For purposes of this Agreement, the end of the contract shall be the date of final billing or the acceptance of Services for a project by the County, whichever is later.
- G. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Continuation of this Agreement beyond the term or the end of any County fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.
- H. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Professional agrees to cooperate with County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Services and as specifically required by the granting agency, and receiving no payment until all required forms are completed and submitted.

7. **Insurance.** Professional will procure and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and in the minimum amounts detailed in **Exhibit “3”** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit “3-A”**.

8. **County Property.** Professional agrees to promptly, without delay, notify the County either in phone, email, or orally of any hazardous, dangerous, unsafe, or destructive conditions, trespassers, vandalism or damages that the Professional or its employees or agents notices or is made aware of on County property, including inside any County owned or used facility. Professional shall be responsible for initiating, erecting, and maintaining safety precautions, programs and materials in connection with the Services on County Property, including any industry, federal, state or local standards and requirements. Should an employee or agent of the Professional suffer injury or damage to its/his/her person or property, the Professional shall notify the County within a reasonable time of the occurrence.

9. **Deliverables.** All project deliverables and documents are the sole property of County and may be used by County for any purpose. Any and all deliverables required by this Agreement to be prepared by Professional, such as but not limited to plans and specifications, will be done in such a manner that they shall be accurate, coordinated and adequate for the purposes intended. Professional represents that the deliverables prepared under this Agreement will meet the requirements of all applicable federal, state and local codes, laws, rules and regulations. The County’s review of the deliverables in no way diminishes the Professional’s representations pertaining to the deliverables.

10. **Permits.** Professional will obtain, maintain, and pay for all necessary permits, permit application fees, licenses or any fees required for performing the Services.

11. **Personnel.** Professional will assure that all Professional’s personnel who perform the Services, or perform any part of the Services, are competent, reliable and experienced to perform their assigned task timely and satisfactory. Barring illness, accident and other unforeseeable events, the Parties anticipate that the individuals listed in the Professional’s proposal to RFP 24-37, who are employed or retained by Professional, will perform the Services.

In the event a person above is no longer going to provide the Services or Professional intends to substitute personnel listed above, Professional will notify the County. Professional will propose to the County a different person with equal or higher qualifications. A modification of the above personnel list does not require an amendment to this Agreement. At the discretion and upon request of the County Manager or his/her designee, Professional will cease having a named employee provide Services to the County under this Agreement. The County reserves the right to terminate this Agreement due to a change in Professional’s personnel during the term of this Agreement.

12. **Alachua County Minimum Wage.** If, as determined by County, the Services to be performed under this Agreement are ‘Covered Services’, as defined under the Alachua County Government Minimum Wage Ordinance (“Wage Ordinance”), then during the term of this Agreement and any renewals, Professional shall pay its ‘Covered Employees’, as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage (“Minimum Wage”), as may be amended by the County. Professional will require the same of its subcontractors and subconsultants who provide the Services. If applicable, Professional will certify this understanding, obligation, and commitment to County through a certification, a copy of which is

attached hereto as **Exhibit “4”**. Professional will (a) post a copy of the Minimum Wage Rate in a prominent place of its principal place of business where it is easily seen by Covered Employees; (b) supply a copy to any Covered Employee upon request; (c) make any person submitting a bid for a subcontract for Covered Services aware of these requirements; and (d) include the necessary provisions in subcontracts to ensure compliance. The County shall not be deemed a necessary, or indispensable, party in any litigation between Professional and subcontractor. At this time of execution of this Agreement, the prevailing Minimum Wage is as follows, which is subject to change during the term of this Agreement, and will be updated, and be applicable, without the necessary of amendment to this Agreement:

\$17.00 per hour with qualifying health benefits amounting to at least \$2.00 per hour	\$19.00 per hour without health benefits
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If applicable to the Services under this Agreement and to Professional, failure to comply with the provisions of the Wage Ordinance will be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes.

13. **Default and Termination.**

- A. **Termination for Default:** The failure of Professional to comply with any provision of this Agreement will place Professional in default. If Professional is in default or fails to perform in accordance with the terms or conditions of this Agreement, the County may provide a written notice of default. The County Manager and his/her designee is authorized to provide notice of default on behalf of County and notice may be sent electronically. If the default is not corrected within 7 days of the date of the notice of default, the County Manager is authorized to provide Professional with written notice of termination of this Agreement on behalf of County. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Professional.
- B. **Termination for Convenience:** County may terminate the Agreement without cause by providing at least 72 hours written notice of termination for convenience to the Professional. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. Upon such notice, Professional will immediately discontinue all Services for the County currently or to be provided to the County, unless the notice from the County directs otherwise. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Professional.
- C. **Termination for Unavailability of Funding:** If funds to finance this Agreement become unavailable, as determined by the County, County may terminate this Agreement upon no less than 24 hours written notice to Professional. The County shall be the final authority as to the availability of funds. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Agreement will be the

date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Professional.

- D. Upon termination of this Agreement based upon the above, the County may obtain the Services from any other sources, firms, and individuals, and may use any method deemed in the County's best interest. Upon termination, Professional will deliver to County all data, drawings, specifications, reports, estimates, summaries, and other records as may have been accumulated by Professional in performing this Agreement, whether completed or in draft. In the event of termination, Professional's recovery against County shall be limited to that portion of this Agreement amount earned through the date of termination. 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 Services not performed.

14. **Indemnification.** PROFESSIONAL HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM OR CAUSED BY OR IN CONNECTION WITH NEGLIGENCE, RECKLESSNESS, OR INTENTIONAL WRONGFUL MISCONDUCT OF PROFESSIONAL OR PROFESSIONAL'S EMPLOYEES, OFFICERS, AGENTS, OR THOSE OTHERS UTILIZED BY PROFESSIONAL IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT, INCLUDING ATTACHED EXHIBITS, OR FROM PROFESSIONAL'S ENTRY ONTO ALACHUA COUNTY'S PROPERTY AND ANY AND ALL IMPROVEMENTS THEREON. This obligation shall in no way be limited in any nature by any limitation on the amount or type of Professional's insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Professional or Professional's employees, representatives or agents, then Professional will investigate, respond to and provide a defense for any allegations and claims, at Professional's sole costs and expense. Furthermore, Professional will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys' fees, court costs and expert witness fees and expenses. Professional and County will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

14. **Notice.** Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To Professional:

MITCHELL GULLEDGE ENGINEERING,
INC
204 SW 4th Ave
GAINESVILLE, FL 32601
cgulledge@mitchellgulledge.com

To County:

Alachua County Facilities Management Dept
915 SE 5th Street
Gainesville, FL 32601
ATTN: Director
dwhitcraft@alachuacounty.us

cc: With a copy electronically sent to:

Alachua County Procurement, Attn: Contracts
acpur@alachuacounty.us

Clerk of Court, Attn Finance & Accounting
dmw@alachuaclerk.org

15. **Standard Clauses.**

A. **Public Records.** In accordance with §119.0701, Florida Statutes, Professional, *when acting on behalf of the County*, shall as required by Florida law:

1. Keep and maintain public records required by the County to perform the Services.
2. 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 at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.
3. 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 the term of this Agreement and following completion of the Agreement if Professional does not transfer the records to the County.
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Professional or keep and maintain public records required by the County to perform the Services. If Professional transfers all public records to the County upon completion of the Agreement, Professional shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Professional keeps and maintains public records upon completion of the Agreement, Professional shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

IF PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT publicrecordsrequest@alachuacounty.us OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

If Professional fails to comply with this section, Professional will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Professional who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

Professional will take reasonable measures to protect, secure and maintain any data held by Professional in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Professional suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Professional shall immediately notify the County in writing and will work, at Professional's expense, to prevent or stop the data breach.

B. Confidential Information. During the term of this Agreement, Professional may claim that some 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 §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida's public record laws. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the Confidential Information that is clearly identified by Professional. County will promptly notify Professional in writing if the County receives a request for disclosure of Professional's Confidential Information. 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 harmless Alachua County and its commissioners, officers and employees from and against any claims, actions and judgments arising out of a request for disclosure of Confidential Information or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; however, the foregoing obligation shall not apply to County's misuse or modification of Professional's Confidential Information in a manner not contemplated by this Agreement. 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 attorneys' fees, costs and expenses. If Professional is not reasonably able to modify or otherwise secure for the County the right to continue using the good or product, Professional shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Professional releases the County from claims or damages related to disclosure by the County.

C. Auditing Rights and Information. County reserves the right to require the Professional to submit to an audit, by any auditor of the County's choosing. Professional shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. Professional shall retain all records pertaining to this Agreement and upon request make them available to County for three (3) complete calendar years following expiration or termination of the Agreement. Professional agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Professional to the County,

Professional shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). Any adjustments or payments which must be made as a result of any such audit or inspection of the Professional's invoices or records must be made. If the Overcharged Amount is equal to or greater than \$50,000.00, Professional shall pay to County the Overcharged Amount and the Audit Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of Professional. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing to Professional whether under this Agreement and any other agreement between Professional and County. If such amounts owed to Professional are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Professional hereby shall pay such remaining amounts to County. Payment is due within a reasonable amount of time, but in no event may the time exceed sixty (60) calendar days, from presentation of the County's audit findings to Professional. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable cost of the work or Services. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Professional in performance of the Services under this Agreement. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

D. Laws & Regulations. Professional will comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the work required by this Agreement. Professional is presumed to be familiar with all laws, ordinances, regulations, and rules that may in any way affect the work outlined in this Agreement. If Professional is not familiar with laws, ordinances, rules and regulations, Professional remains liable for any violation and all subsequent damages, penalties, or fines. Professional must abide by and conduct its programs and provide its services in compliance with the provisions of the Civil Rights Act of 1866, Civil Rights Act of 1871, Equal Pay Act of 1963, Civil Rights Act of 1964, Age Discrimination and Employment Acts of 1967, Rehabilitation Act of 1973, 1990 Americans with Disabilities Act, 1991 Federal Civil Rights Act, 1992 Florida Civil Rights Act, and all other applicable ordinances, statutes, laws and amendments thereto.

E. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.

F. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. 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.

G. Additional Services. Additional services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment by the Parties.

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

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

in this Agreement.

J. E-Verify. Pursuant to F.S. §448.095, Professional shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Professional during the term of the Agreement. Professional shall require any subcontractors performing work or providing Services under this Agreement to register and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement, and otherwise comply with Florida law. The E-Verify system is located at <https://www.uscis.gov/E-Verify>. Failure to comply with this section is grounds for termination and the Professional (a) may not be awarded a contract with the County for at least 1 year after the date on which the contract was terminated and (b) is liable for any additional costs incurred by the County as a result of termination of this Agreement.

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

L. Prohibition Against Contingent Fees. As required by F.S. §287.055(6), the Professional warrants that it/he/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. If Professional breaches this provision, the County has the right to termination this Agreement without liability, and at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

M. Force Majeure. The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, pandemics, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.

N. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

O. Workplace Violence. Employees of Professional are prohibited from committing any act of workplace violence. Violation may be grounds for termination. Workplace violence means the commission of any of the following acts by an employee of the Professional.

Battery: intentional offensive touching or application of force or violence to another.

Stalking: willfully, maliciously and repeatedly following or harassing another person.

P. Collusion. By signing this Agreement, 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.

Q. Counterparts. This Agreement may be executed in any number of and by the Parties 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 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.

R. Severability and Ambiguity. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Agreement.

S. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing a manual written or electronic signature, by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

T. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates under each signature: by Alachua County, Florida by its representative who is authorized to sign, and by Professional, through its duly authorized representative.

PROFESSIONAL

DocuSigned by:
By: R. Craig Gullede, P.E
ADB7434144E3473...
Print: R. Craig Gullede, P.E
Title: Vice President
Date: 12/13/2023

IF THE PROFESSIONAL IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION OR ENTITY. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

ALACHUA COUNTY, FLORIDA

By: _____
Mary C. Alford, Chair
Board of County Commissioners
Date: _____

ATTEST

Approved as to form:

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

Exhibit 1: Scope of Services

1. Annual Mechanical, Electrical, Plumbing, Life Safety, Civil, and Structural Engineering Services.

Professional will serve as the County's professional Engineering representative on Annual Engineering Services for Building Construction/Renovation/Repair Projects less than \$4 Million. The Professional will give consultation to the County during the performance of their services. The Professional warrants that they now have or will secure, at their own expense, all personnel and facilities required to perform all services under this Agreement within the period set forth.

2. General Requirements

2.1. The Professional SHALL provide the following services, including but not limited to:

2.2. All personnel assigned to the work by the Professional shall be fully qualified and all facilities employed shall be adequate for the work required.

2.3. All services performed by the Professional shall be executed in cooperation and coordination with the County and in the performance of such services, the Professional shall:

2.3.1. 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.

2.3.2. 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.

2.3.3. Provide the County with written memoranda to confirm and record the understandings and agreements resulting from meetings and conferences.

2.3.4. 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.

2.3.5. 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. Respond to Requests for Information (RFIs) and other inquiries presented by the project team, i.e., Contractors and County within seven (7) business days.

3. Preliminary (Schematic Design) Phase

3.1. During the schematic design phase, the Professional will:

3.1.1. Consult with the County to determine the County's requirements for the project.

- 3.1.2. 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.
- 3.1.3. 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.
- 3.1.4. Provide the County with statements of probable costs, schedules, and other preliminary data for use in overall analysis and planning of the project.
- 3.1.5. 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.
- 3.1.6. 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

- 4.1. After written authorization to proceed, the Professional will perform the services of the design development phase in connection with the project, specifically including, but not limited to the following:
 - 4.1.1. 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.
 - 4.1.2. Provide technical field direction of such services being conducted by others.
 - 4.1.3. Arrange for acquisition of the services of such subcontractors as are approved by the County to perform surveys as necessary for the design, material determination and other environmental impacts. 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. Interpret and evaluate information obtained from all such surveys/audits.
 - 4.1.4. 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.
 - 4.1.5. Report errors in the survey/audit discovered by the Professional to the County.
 - 4.1.6. Consult with the County to establish general design criteria and standards for use in the project.
 - 4.1.7. Prepare design development documents consisting of specific design criteria for the project and outline specifications to develop and establish the scope of the project.

4.1.8. Prepare a revised statement of probable construction costs for the project based on the information given in the design development documents.

4.1.9. Furnish two (2) hardcopy's and one (1) electronic copy 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 of all work, including any additions caused by Change Orders.

5. Construction/Renovation/Repair Document Phase

5.1. After written authorization to proceed with the final design phase, the Professional will:

5.1.1. On the basis of the approved design development documents, prepare for incorporation in the contract documents detailed plans, hereinafter called "drawings", to show the work to be performed on the project and technical provisions, hereinafter called "specifications". Drawings, specifications, statement of probable 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.

5.1.2. Prepare engineering data and required 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.

5.1.3. Advise the County of any adjustment of the statement of probable costs for the project caused by changes in scope, design requirements, or costs and furnish a revised statement of probable cost for the project based on the completed drawings and specifications to the County.

6. Bidding or Negotiating Phase

6.1. After written notice to proceed, the Professional shall perform the services of the bidding phase, specifically including, but not limited to the following:

6.1.1. Produce, assemble, and deliver four (3) copies two (2) hardcopies and one (1) electronic copy of the contract documents approved by the County for County use, respond to all inquiries from potential bidders and prepare necessary addenda.

6.1.2. 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 as-needed.

6.1.3. 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.

6.1.4. Evaluate all bids submitted, including, without limitation, compliance with the specifications, costs and ability of the bidder to perform the work and other factors.

6.1.5. Recommend to the County the lowest, most responsive and responsible bidder.

7. Construction Administration Phase

7.1. After written notice to proceed is given, the Professional shall/may provide construction monitoring and inspection, as described below. The construction administration phase will terminate, if applicable, (1) year after final payment from the County to the general contractor. During the construction phase, the Professional will:

7.1.1. Provide professional engineering services, including, without limitation, interpretation of plans, drawings and specifications as deemed necessary to the project team.

7.1.2. Observe and inspect on at least a weekly basis, or as required 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.

7.1.3. 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 contracts related to the project.

7.1.4. The Professional, based on the Professional's and the Professional's design professionals' on-site inspections as experienced and qualified professionals, and upon their review of the application for payment and supporting data, shall approve, or red-line and adjust the applied for amounts, or disapprove the 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 contract can be completed with the unpaid contract funds.

7.1.5. Inspect 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

8.1. The Professional shall perform the services for preparation and delivery of reproducible as-built drawings to the County, specifically including, but not limited to the following:

8.1.1. Coordination, observation, cross-referencing and the performance of field surveys/audits, as required to verify as-built drawings.

8.1.2. Make necessary revisions to reproducible documents to reflect actual facilities installed and/or constructed and provide such documents to the County.

Exhibit 2: Payment Schedule

Principal Engineer:	\$200.00
Registered Engineer (PE):	\$170.00
Design Engineer:	\$150.00
Commissioning:	\$150.00
BIM Technician:	\$110.00
Administrative:	\$85.00

Exhibit 3: Insurance Requirements

TYPE “B” INSURANCE REQUIREMENTS “Professional or Consulting Services”

Professional 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.

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.

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.

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.

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

CYBER LIABILITY COVERAGE (when applicable)

Professional shall procure and maintain for the life of the contract in an amount not less than \$1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

Technology/Professional Liability: with limits of \$1 million. Coverage is for the life of the contract and must continue for five (5) years after contract expiration. This coverage must include Cyber Liability coverage for negligent retention of data as well as notification and related costs for actual

or alleged breaches of data.

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 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 Contractor's insurance and shall be non-contributory.

C. All Coverages

The Professional shall provide a Certificate of Insurance to the County with a 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 from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

SUBCONTRACTORS

Professional 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

Email certificate to : Facilities Management - jdmoore@alachuacounty.us

Exhibit 3-A: Certificate of Insurance

Exhibit 4: Certification of Meeting Alachua County Wage Ordinance

RFP 24-37

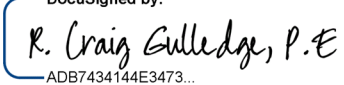
Contact Title:

PROFESSIONAL SERVICES AGREEMENT BETWEEN ALACHUA COUNTY & MITCHELL GULLEDGE ENGINEERING, INC. FOR ANNUAL ENGINEERING SERVICES FOR CIVIL, STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING, AND LIFE SAFETY NO. 14016

The undersigned, who is authorized on behalf of the Professional, certifies that all covered employees, contractors and subcontracted, completing Services as part of this Agreement are paid, and will continue to be paid, in accordance with the Alachua County Government Minimum Wage requirements (“Wage Ordinance”) contained in the Alachua County Code, as may be amended.

MITCHELL GULLEDGE ENGINEERING, INC
204 SW 4th Ave
GAINESVILLE, FL 32601

PROFESSIONAL

DocuSigned by:

By: ADB7434144E3473...
Print: R. Craig Gullledge, P.E
Title: Vice President
Date: 12/13/2023