

**PROFESSIONAL SERVICES AGREEMENT BETWEEN ALACHUA COUNTY &  
JBROWN PROFESSIONAL GROUP, INC.  
FOR SANTA FE HILLS WATER SYSTEM RENOVATION - CIVIL ENGINEERING &  
SURVEYING SERVICES  
NO. 13962**

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 JBrown Professional Group 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 RFP 23-391-TW seeking qualified professionals to provide Civil Engineering & Surveying Services for Santa Fe Hills Water System Renovation; and

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

**Scope.** In accordance with the terms and conditions of this Agreement, Professional agrees to provide Civil Engineering & Surveying Services for Santa Fe Hills Water System Renovation, 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.

2. **Term.** This Agreement is effective on the day the last Party signs it and continues until completion of Services, unless earlier terminated as provided herein.

3. **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.

4. **Payment.**

- A. The County will pay and Professional will accept, for the timely and complete performance of the Services 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 **Eighty-Nine Thousand, Seven Hundred Twenty-Five Dollars and Zero Cents (\$89,725.00)**.
- 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:
- Public Works  
5620 NW 120<sup>th</sup> Lane  
Gainesville, Florida, 32653  
[jflegert@alachuacounty.us](mailto:jflegert@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. 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.
- G. 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.

6. **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”**.

7. **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.

8. **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.

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

10. **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.

11. **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 the allotted time as specifically provided in 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 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 written notice to Professional. 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.

12. **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 ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH AN ACT, ERROR OR OMISSION OF PROFESSIONAL OR PROFESSIONAL’S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS 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.

13. **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:

To County:

JBrown Professional Group, Inc.  
3530 NW 43<sup>rd</sup> St.

Alachua County Public Works Department  
5620 NW 120<sup>th</sup> Lane



Gainesville, FL 32606  
(352) 375-8999  
[jay.brown@jbpro.com](mailto:jay.brown@jbpro.com)

Gainesville, Florida, 32653  
(352) 548-1218  
[jflegert@alachuacounty.us](mailto:jflegert@alachuacounty.us)

cc: With a copy electronically sent to:

Alachua County Procurement, Attn: Contracts  
[acpur@alachuacounty.us](mailto:acpur@alachuacounty.us)

Clerk of Court, Attn Finance & Accounting  
[dmw@alachuaclerk.org](mailto:dmw@alachuaclerk.org)

14. **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](mailto:publicrecordsrequest@alachuacounty.us) OR (352) 264-6906 OR 12 SE 1<sup>ST</sup> 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.

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. sec. 448.095, Contractor 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 Contractor during the term of the Agreement. Contractor 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 contractor (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 §287.055(6), Florida 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. 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. 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.

P. 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.

Q. 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.

R. 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.

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

*Remainer of Page Intentionally Left Blank*

**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:  
*Anthony J. Brown, Jr.*  
By: \_\_\_\_\_  
A6AE55C329E9408  
Anthony J. Brown, Jr.  
Print: \_\_\_\_\_  
Title: President  
Date: 9/5/2023  
\_\_\_\_\_

**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.**

*Anna Prizzia*  
\_\_\_\_\_  
Anna Prizzia, Chair  
Board of County Commissioners  
Date: Sep 28, 2023  
\_\_\_\_\_

**ATTEST**

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

**APPROVED AS TO FORM**

DocuSigned by:  
*Diana Johnson*  
\_\_\_\_\_  
9F797AC46776484  
Alachua County Attorney's Office

## Exhibit 1: Scope of Services

### Scope of Services

#### 1. Project Description

Terminate the existing water plant connection at Santa Fe Hills Lot 46, and abandon the existing water system, according to all applicable regulations. Design and permit a new connection to the existing City of Alachua 8" PVC water main within the CR 235A corridor and distribution to all lots in subdivision. All water services and meters are to be located at the front of the Santa Fe Hills' residential lots. Design 8" PVC water main trunk line along NW 168th Avenue. There will be at least six, 8" PVC connections proposed at each roadway intersection extending to the north and the south to service the individual lots. Fire hydrants are to be located and designed in accordance with all applicable local and state regulations. At a minimum, six hydrants are anticipated. Beyond the proposed fire hydrants the mains could be reduced to 2" PVC water mains for servicing the remaining lots. The lots that front CR 235A should be able to be serviced directly from the existing 8" PVC within the CR 235A corridor. The new system and its appurtenances shall be designed to the City of Alachua's standards. Close coordination with the City of Alachua will be required throughout the design period, including meetings and submittals for permits. It will be necessary to design road crossing and repair details.

#### 2. General Requirements

The Consultant selected will provide the following services, including but not limited to:

- 2.1. All personnel assigned to the work shall be fully qualified and all facilities employed shall be adequate for the work required.
- 2.2. All services performed by the Consultant shall be executed in cooperation and coordination with the County and in the performance of such services, the Consultant shall:
  - 2.2.1. 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.
  - 2.2.2. 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.
  - 2.2.3. Provide the County with written memorandum to confirm and record the understandings and agreements resulting from meetings and conferences.
  - 2.2.4. Provide the County with a schedule, including starting date and contemplated completion date for the work hereunder, and periodic progress reports. Such schedules and progress reports shall be in such format and detail as the County may require.
  - 2.2.5. Assist the County by furnishing the necessary design engineering data in the preparation of all documents necessary for any federal, state, or local approvals or permits.

#### 3. Design and Plans Production

- 3.1. Perform surveys as necessary for the design, material determination, and other environmental impacts.
- 3.2. Review and evaluate information obtained from all such surveys.
- 3.3. 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.
- 3.4. Consult with the County to establish general design criteria and standards for use in the project.
- 3.5. Prepare design development documents consisting of specific design criteria for the project and outline specifications to develop and establish the scope of the project.
- 3.6. Based on the approved design, prepare for incorporation in the contract documents detailed

construction drawings and plans, hereinafter called "drawings", to show the work to be performed by the contractor on the project and technical provisions, hereinafter called "specifications." Drawings, specifications, statement of probable construction costs and supporting documents will be submitted for review and approval by the County at the fifty percent (50%) and one hundred percent (100%) completion stages. Any changes, refinements, or modifications that may be required after each review shall be completed prior to proceeding further. A proposed complete and final draft of the contract documents shall be prepared by the Consultant and submitted to the County for its approval.

- 3.7. 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.

#### 4. Permitting

The Consultant shall perform all permitting services, specifically including, but not limited to the following:

- 4.1. Commence permitting services as soon as practicable during the design phase and continue through construction until all conditions of the permits have been completed and the regulatory agencies exerting jurisdiction are duly notified.
- 4.2. Take all steps necessary to expedite permit processing to assure required permits will be approved and issued prior to commencement of construction operations.
- 4.3. Take all steps necessary, including the preparation of reports, plans, specifications, and other supporting documentation required and/or pertaining to applications for the project to secure application, issuance, and approval of all permits required from federal, state, and local agencies.
- 4.4. Maintain close monitoring through the construction period to ascertain that the installations meet the particular conditions and/or stipulations set forth in the permits, as well as applicable governmental and environmental guidelines and regulations.

#### 5. Construction Administration and Inspection

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

- 5.1. Represent the County as its contract administrator, including, without limitation, interpretation of plans, drawings and specifications and issuing instructions to the general contractor.
- 5.2. Observe and inspect on a daily basis, the progress and quality of the executed work and determine if the work is proceeding in substantial accordance with the contract documents. The Consultant 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 Consultant shall take all practical steps necessary to ascertain that the contractor corrects such work at the contractor's expense.
- 5.3. 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 construction contracts related to the project.
- 5.4. The Consultant, based on the Consultant's on-site inspections as experienced and qualified professionals, and upon their review of the general contractor's application for payment and supporting data, shall approve, or red-line and adjust the applied for amounts, or disapprove the general contractor's "Applications for Payment". The "Application for Payment" amount approved by the Consultant will represent the Consultant's opinion that the remaining work of the construction contract can be completed with the unpaid construction contract funds.

- 5.5. Make an inspection to determine if the project is substantially complete and a final inspection to determine if the project has been fully completed in substantial accordance with the contract documents, and the contractor has fulfilled all of his obligations thereunder so that the Consultant may recommend approval, in writing, of final payment to the general contractor.
- 5.6. The Consultant shall perform the services for review and certification of as-built drawings for the County, specifically including, but not limited to the following:
  - 5.6.1. Coordination, observation, cross-referencing and the performance of field surveys, as required to verify as-built drawings.
  - 5.6.2. Take all steps necessary to deliver to the County, as-built drawings within the one-month period following the date of final acceptance of the project by the County; such period includes the time required by the contractor to prepare, check and submit his as-built construction data.



## Exhibit 2: Payment Schedule



Gainesville (HQ) | (844) Go-JBPro  
 St. Augustine | contact@jbpro.com  
 Tallahassee | 3530 NW 43rd Street  
 Gainesville, FL 32606

August 26, 2023

Mr. Ramon Gavarrete, PE  
 Public Works Director / County Engineer  
 Alachua County Public Works Dept.  
 5620 NW 120<sup>th</sup> Lane  
 Gainesville, FL 32653

Re: **Santa Fe Hills Water System Renovation**  
 Civil Engineering & Surveying Services Proposal

Dear Ramon:

**JBrown Professional Group Inc. (JBPro)** is pleased to submit our proposal to provide civil engineering and surveying services for the **Santa Fe Hills Water System Renovation** project. The proposal below presents the civil engineering work scope and fees necessary to complete the design and permitting of the project. Please do not hesitate to contact me to discuss any portions of the proposed work scope or fee schedule.

**I. General Project Description:** This project consists of the replacement of the aging potable water system that serves the Santa Fe Hills subdivision in Alachua, Florida. The existing system is maintenance intensive and has reached its useful life. The project will design a new potable water distribution system for the neighborhood and permit the system to be connected to the City of Alachua's municipal water system via a connection to the existing 12" water main along CR-235A.

**II. Scope of Services:** JBPro proposes to provide the following Scope of Services for the project.

**A. Surveying Services:** The Santa Fe Hills subdivision will be surveyed to establish existing topographic conditions. The surveying services will include the following:

1. A Topographic Survey of the entire subdivision to include all pavement, sidewalk, curbing, utility poles, signage, landscaping, and general locations of residential buildings, driveways, and other hardscape. The survey will cover the full limits of the subdivision from NW 173<sup>rd</sup> St. (CR 235A) westward approximately 900' in width and will extend approximately 650' north and south of NW 168<sup>th</sup> Ave. for the extent of the subdivision. The survey limits are depicted on **Attachment A**.
2. The survey will depict the full right-of-way of CR-235A and will include topography from the west right-of-way line to the centerline of the roadway.
3. The survey will establish control points on each roadway to establish roadway centerlines and stationing.
4. Topographic elevations will be provided throughout the subdivision as needed to develop accurate 1 ft. contour elevations.
5. All existing significant trees 8" DBH & greater will be located within the street rights-of-ways and within 10 ft. adjacent to the rights-of-ways. The trees will be located and





- identified by tree species and size based on the best abilities of the survey field personnel.
6. Locate existing apparent above ground utilities, such as communication boxes, electric boxes and manholes, power poles, guy wires, sewer manholes, cleanouts, water valves, fire hydrants, backflow preventers, and similar apparent utilities.
  7. Subsurface utilities will be located where accessible through manholes and structures. No subsurface utilities will be excavated, and this proposal does not include VVH or soft dig locates.
  8. The topographic survey datum used will be previous benchmarks created by JBPro or others tied to the NAVD 1988 Datum.
  9. The survey drawings will be provided at a scale of 1" = 30' and will be provided in approximately (5) 24" x 36" drawings.
  10. The completed survey will be provided to the client in both digital (.dwg and .pdf file format) and hardcopy formats with hard copies provided to the client as needed.

**B. Civil Engineering Services:** The civil engineering work scope shall include:

1. Coordination with **ACPW** staff including contract maintenance, invoicing, monthly reporting, schedule updates and other routine items necessary to administer the project contract.
2. Walk the site and take photographs to document existing conditions prior to initiating the design. If desired, JBPro staff will also walk the project limits with Alachua County staff to review the site jointly. A site walkthrough will also take place after the project survey has been prepared to review the accuracy of the site features depicted, and to obtain additional familiarity with field conditions.
3. Attend up to 6 meetings throughout the life of the project including meetings with Alachua County, City of Alachua, and other agencies as required.
4. Coordinate and manage up to (3) Neighborhood Meetings to present the project to the Santa Fe Hills residents and to obtain feedback from the residents on the project. JBPro will prepare mailers and advertise the workshops as requested by the County. JBPro will work closely with Alachua County staff to plan for and prepare the presentation materials for the workshops, and will be the primary presenters at the workshops.
5. Prepare construction drawings for the design of the new potable water system. The design drawings will include Cover Sheet, Demolition Plans, Utility Plans, Utility Details, Master Plan(s) with residential water service connections, Notes & Specifications, and any other miscellaneous design drawings necessary to depict the required construction work.
6. Provide Design Phase Submittals at the 30% CD, 60% CD, 100% CD, and Final Bid Documents phases. This scope includes these major design submittals, which will be provided per a mutually agreed upon project schedule developed by JBPro and agreed to by ACPW. Included with each submittal will be a submittal letter that indicates how the submittal addresses the review comments from the previous submittal provided by ACPW.
7. Preparation of a construction cost estimate at the 60% and 100% CD design phase submittals. Provide pay items and quantities for the construction work. The cost estimates will be an "estimate of probable cost" and will utilize JBPro's experience with similar project costs, and any available cost information obtained from Alachua County, City of Alachua, or other agencies with similar projects in the local or nearby areas.
8. Coordination with utility providers for determining the location and identification of their utility systems existing within the project limits. JBPro will



- identify the existing utilities with the best available information provided by each utility provider and tie the provided information to field locates identified via the topographic survey. VVH's or soft dig locates are not included.
9. Coordinate with utility providers for managing any required utility adjustments due to the project design.
  10. Provide coordination and permitting of the project with the City of Alachua Public Services Dept. for the water system installation and to ensure acceptance of the completed water system installation by the City of Alachua for operation and maintenance.
  11. Provide permitting of the potable water system with the Florida Dept. of Environmental Protection (FDEP) through their "Notice of Intent to Use the General Permit for Construction of Water Main Extensions" permit. The permit will be completed and applied for by JBPro but will require the City of Alachua to provide current operating system data and to sign the application as the maintaining agency.
  12. Provide quality assurance & quality control reviews of all construction documents at each design phase submittal.
  13. Specifications utilized will be the 2023-2024 FDOT Standard Specifications for Road and Bridge Construction.

C. **Construction Phase Services:** JBPro will provide construction phase services to monitor the construction performed by the utility contractor and to assist Alachua County with construction administration of the contract as needed. JBPro proposes the following construction phase services.

1. Review of shop drawings / submittals.
2. Provide daily onsite monitoring of construction activity for no more than 1.5 hours per day (average) to monitor the construction progress.
3. Respond to RFI's, change order requests, and other field requests and communication by the contractor or Alachua County during construction to address field issues that may arise and to assist the construction progress to move forward with minimal delays.
4. Provide weekly construction status reports to the Alachua County Public Works Dept.
5. Coordinate with the City of Alachua Public Services Dept. to provide any required engineering inspections or certifications for their inspection and acceptance process.
6. Ensure the contractor provides all required testing, documentation, reporting, testing, and as-builts to satisfy the clearance and acceptance of the City of Alachua and FDEP.
7. File the necessary testing reports, as-builts, and associated documentation to FDEP for clearance of the water main system.



**III. Fees:**

A. **JBPro** shall provide the proposed scope of services for the fees presented below:

|   |                                 |
|---|---------------------------------|
| 1. Topographic Surveying:                 | \$ 15,306.00 (Item II.A.1-10)   |
| 2. Civil Engineering Design & Permitting: | \$ 46,979.00 (Item II.B.1-13)   |
| 3. Construction Phase Services:           | \$ 27,440.00 (Item II.C.1-7)    |
|   | <b>Total Fee = \$ 89,725.00</b> |

- B. A summary of the fee proposal broken down by scope item, hourly work effort, and corresponding fee, is included in **Attachment B**. JBPro's Hourly Rate Fee Schedule, in accordance with the continuing services contract with ACPW, is included as **Attachment C**.
- C. Invoicing is proposed monthly based on the percentage of work completion.

**IV. Out of Scope Services:**

The following services are not included in the base services work scope and would be deemed additional services if required by the client. These services can be provided, if requested, and will be provided only after a JBPro additional work scope and fee proposal is prepared, and authorization to proceed is provided by the client.

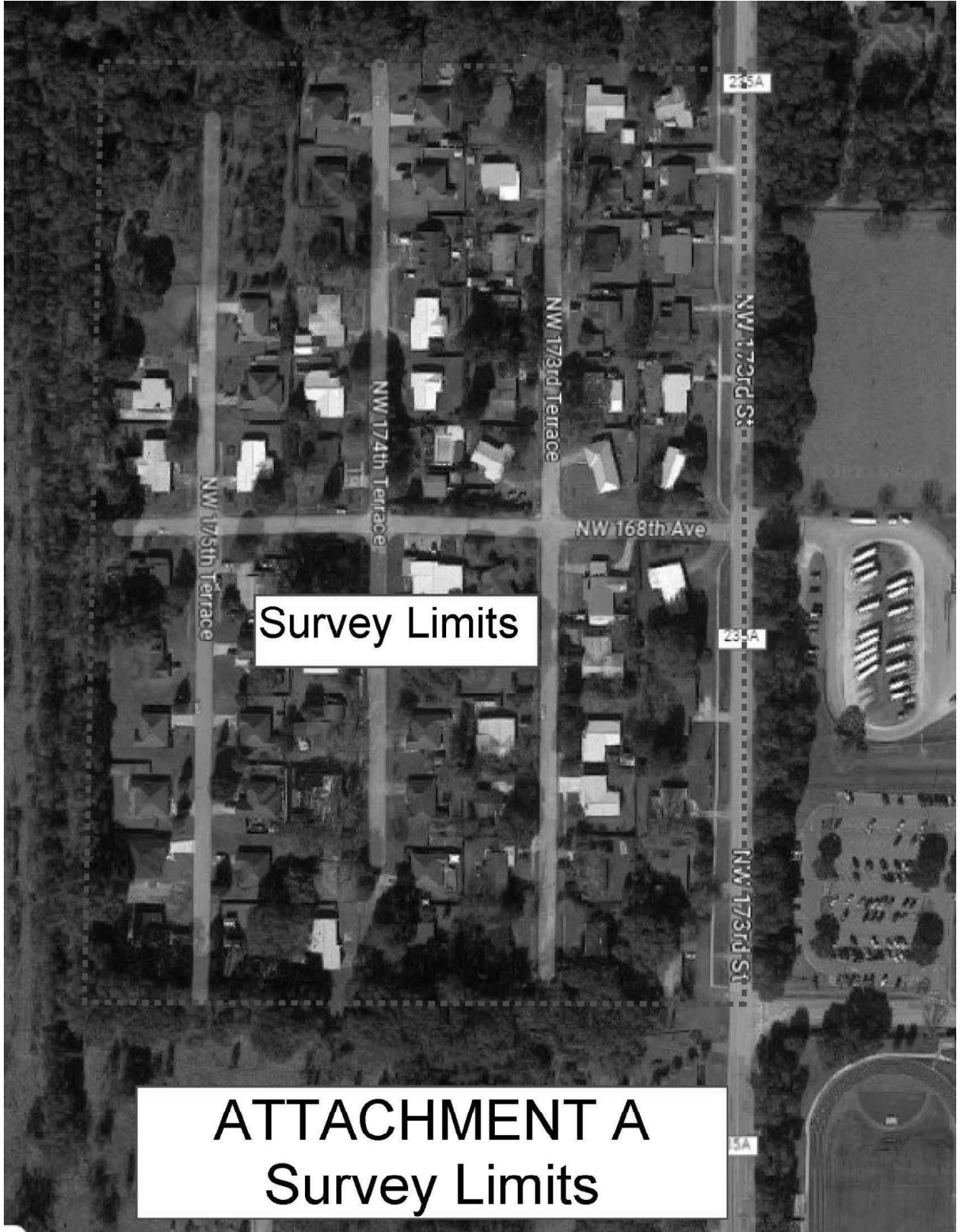
- A. Underground utility locate services.
- B. Design and permitting of any offsite utility improvements required by the City of Alachua or other utility providers.
- C. Landscape architecture design services.
- D. Roadway lighting design services.
- E. Attendance, preparation and participation at County Commission meetings, City of Alachua public hearings, or other public meetings.

Our firm is excited about this project, and we are looking forward to working with you on this project. Our goal is to make sure you end up with a very successful project.

Sincerely,

Jay Brown, P.E.  
President, JBPro







**Attachment B**  
**Santa Fe Hills Water System**  
**Fee Proposal - Work Effort Summary**

| I. Surveying Services      |   | Principal Surveyor | 2-Person Field Crew | Surveying Technician | Administrative Assistant |   | Total Fees         |
|----------------------------|---|--------------------|---------------------|----------------------|--------------------------|---|--------------------|
| Hourly Rate Fee            |   | \$151.00           | \$161.00            | \$78.00              | \$70.00                  |   |                    |
| Item                       | Task                                      |                    |                     |                      |                          |   |                    |
| 1                          | Project Coordination                      | 4                  |                     |                      | 2                        |   | \$744.00           |
| 2                          | Field Topography                          |                    | 40                  |                      |                          |   | \$6,440.00         |
| 3                          | Aerial UAV Topographic Survey             | 2                  | 12                  |                      |                          |   | \$2,234.00         |
| 4                          | Processing Data, Creating Survey Drawings | 2                  |                     | 60                   |                          |   | \$4,962.00         |
| 5                          | QA / QC                                   | 6                  |                     |                      |                          |   | \$906.00           |
| 6                          |   |                    |                     |                      |                          |   |                    |
| 7                          |   |                    |                     |                      |                          |   |                    |
|                            |   | 14                 | 52                  | 60                   | 2                        | 0 | 0                  |
| <b>Surveying Subtotal:</b> |   |                    |                     |                      |                          |   | <b>\$15,306.00</b> |

| II. Civil Engineering Services |  | Principal Engineer | Project Engineer | Staff Engineer | Engineering Tech | Administrative Assistant | Total Fees         |
|--------------------------------|--|--------------------|------------------|----------------|------------------|--------------------------|--------------------|
| Hourly Rate Fee                |  | \$158.00           | \$131.00         | \$98.00        | \$88.00          | \$70.00                  |                    |
| Item                           | Task   |                    |                  |                |                  |                          |                    |
| 1                              | Monthly Coordination & Management                                | 3                  | 3                |                |                  | 6                        | \$1,287.00         |
| 2                              | Site Visits  | 2                  | 8                | 8              |                  |                          | \$2,148.00         |
| 3                              | Project Meetings   | 12                 | 12               |                |                  |                          | \$3,468.00         |
| 4                              | Neighborhood Meetings  | 12                 | 18               | 6              | 6                |                          | \$5,358.00         |
| 5                              | Prepare Engineering Construction Drawings                        | 8                  | 40               | 60             | 60               |                          | \$17,544.00        |
| 6                              | Project Submittals (30% CD, 60% CD, 100% CD, and Final Bid Docs) | 8                  | 12               | 12             |                  |                          | \$4,012.00         |
| 7                              | Construction Cost Estimate @ 60% CD & 100% CD                    | 2                  | 16               | 16             |                  |                          | \$3,980.00         |
| 8                              | Utility Coordination   | 2                  | 6                | 6              |                  |                          | \$1,690.00         |
| 9                              | City of Alachua Permitting                                       | 4                  | 6                | 6              |                  |                          | \$2,006.00         |
| 10                             | FDEP Permitting  | 2                  | 6                | 4              |                  |                          | \$1,494.00         |
| 11                             | QA / QC  | 12                 | 16               |                |                  |                          | \$3,992.00         |
|                                |  | 67                 | 143              | 119            | 66               | 6                        |                    |
| <b>Engineering Subtotal:</b>   |  |                    |                  |                |                  |                          | <b>\$46,979.00</b> |

| III. Construction Services    |   | Staff Engineer |  |  |  |  | Total Fees         |
|-------------------------------|---|----------------|--|--|--|--|--------------------|
| Hourly Rate Fee               |   | \$98.00        |  |  |  |  |                    |
| Item                          | Task  |                |  |  |  |  |                    |
| 1                             | Shop Drawing / Submittal Review               | 6              |  |  |  |  | \$588.00           |
| 2                             | Onsite Construction Monitoring / Observation  | 100            |  |  |  |  | \$17,640.00        |
| 3                             | RFIs, Change Orders, Field Orders             | 24             |  |  |  |  | \$2,352.00         |
| 4                             | Weekly Status Reports                         | 34             |  |  |  |  | \$3,332.00         |
| 5                             | City of Alachua Certifications / Coordination | 16             |  |  |  |  | \$1,568.00         |
| 6                             | Testing, As-Builts, Reporting                 | 20             |  |  |  |  | \$1,960.00         |
| 7                             | FDEP Clearance                                | 10             |  |  |  |  | \$980.00           |
|                               |   |                |  |  |  |  |                    |
| <b>Construction Subtotal:</b> |   |                |  |  |  |  | <b>\$27,440.00</b> |

| IV. Reimbursable Expenses:    |                         | Total Fees    |
|-------------------------------|-------------------------|---------------|
| 1                             | Reimbursable Fees, etc. | \$0.00        |
| <b>Reimbursable Subtotal:</b> |                         | <b>\$0.00</b> |

**Fee Total: \$89,725.00**

ATTACHMENT C



**JBrown Professional Group**  
 CIVIL ENGINEERING • LAND SURVEYING • PLANNING

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

**Alachua County Annual Services**  
**Fee Schedule**

*(Effective February 18, 2018)*

| <u>Position</u>                 | <u>Hourly Rate</u> |
|---------------------------------|--------------------|
| <i><u>Civil Engineering</u></i> |                    |
| Principal Engineer              | \$158.00           |
| Project Engineer                | \$131.00           |
| Staff Engineer                  | \$ 98.00           |
| Engineering Technician          | \$ 86.00           |
| <i><u>Surveying</u></i>         |                    |
| Principal Surveyor              | \$151.00           |
| 1-Person Field Crew             | \$100.00           |
| 2-Person Field Crew             | \$161.00           |
| 3-Person Field Crew             | \$161.00           |
| Surveying Technician            | \$ 78.00           |
| <i><u>Administrative</u></i>    |                    |
| Project Coordinator             | \$ 70.00           |
| Administrative Assistant        | \$ 70.00           |
| Intern                          | \$ 70.00           |

### Exhibit 3: Insurance Requirements

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

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

I. **COMMERCIAL GENERAL LIABILITY.**

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate,

\$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

II. **AUTOMOBILE LIABILITY.**

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

III. **WORKERS COMPENSATION AND EMPLOYER’S LIABILITY.**

A. Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B. Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

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

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

V. **CYBER LIABILITY COVERAGE (when applicable)**

Vendor 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.

VI. **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.

1. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

B. All Coverages

The Contractor 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 contact is renewed) or prior.

II. **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 3-A: Certificate of Insurance



JBROPRO-01

TJOHNSON3

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/5/2023

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<br>Hub International Florida<br>2811 NW 41st Street<br>Gainesville, FL 32606 | CONTACT NAME:<br>PHONE (A/C, No, Ext): (352) 377-2002<br>FAX (A/C, No): (352) 376-8393<br>E-MAIL:<br>ADDRESS:   |
| INSURED<br>JBrown Professional Group<br>3530 NW 43 Street<br>Gainesville, FL 32606    | INSURER(S) AFFORDING COVERAGE<br>INSURER A : Westfield Companies 24112<br>INSURER B : Bridgefield Employers Insurance Company 10701<br>INSURER C : QBE Insurance Corporation 39217<br>INSURER D :<br>INSURER E :<br>INSURER F : |

COVERAGES CERTIFICATE NUMBER: 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  | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | CWP0754997    | 10/1/2022               | 10/1/2023               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |   |                                     |                                     |               |                         |                         |  |
| A  | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input type="checkbox"/> Hired AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | CWP0754997    | 10/1/2022               | 10/1/2023               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
|  | UMBRELLA LIAB<br>EXCESS LIAB<br>DED RETENTION \$  | <input type="checkbox"/>            | <input type="checkbox"/>            |               |                         |                         | OCCUR CLAIMS-MADE<br>AGGREGATE \$<br>\$  |
| B  | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |                                     | N/A                                 | 830-53009     | 10/1/2022               | 10/1/2023               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                 |
| C  | Professional Liab   |                                     |                                     | ANE43971-03   | 12/30/2022              | 12/30/2023              | Aggregate limit \$ 1,000,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The Alachua County Board of County Commissioners, its officials, employees and volunteers are Additional Insured & both Primary & Non-contributory terms, including completed operations apply for General Liability, when required in a written contract or agreement with the Insured, as per the terms & conditions of the policy endorsements. Should the General Liability be canceled before the expiration date, a 45 days' notice is to be provided by the insurer to the certificate holder.

|   |   |
|---|---|
| CERTIFICATE HOLDER<br>Alachua County Board of County Commissioners<br>12 SE 1st St 3rd Floor<br>Gainesville, FL 32601 | CANCELLATION<br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br> |
|---|---|

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POLICY NUMBER: CWP 0754997

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

| Name Of Additional Insured Person(s)<br>Or Organization(s)  | Location(s) And Description Of Covered Operations |
|---|---|
| All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured. | All Locations                                     |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations.  |   |

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the

contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: CWP 0754997

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

| Name Of Additional Insured Person(s)<br>Or Organization(s)  | Location(s) Of Covered Operations |
|---|-----------------------------------|
| All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured. | All Locations                     |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations.  |                                   |

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**Certificate Of Completion**

|  |                          |
|--|--------------------------|
| Envelope Id: E38500BCE266405E80EA178A31F6AE04                  | Status: Completed        |
| Subject: Please DocuSign: Agreement #13962 with Alachua County |                          |
| Source Envelope:   |                          |
| Document Pages: 24   | Signatures: 2            |
| Certificate Pages: 5   | Initials: 1              |
| AutoNav: Enabled   | Envelope Originator:     |
| Envelopeld Stamping: Enabled                                   | Michelle Guidry          |
| Time Zone: (UTC-05:00) Eastern Time (US & Canada)              | mguidry@alachuacounty.us |
|  | IP Address: 149.19.43.13 |

**Record Tracking**

|   |   |                    |
|---|---|--------------------|
| Status: Original<br>9/5/2023 1:28:02 PM | Holder: Michelle Guidry<br>mguidry@alachuacounty.us | Location: DocuSign |
| Security Appliance Status: Connected    | Pool: StateLocal                                    |                    |
| Storage Appliance Status: Connected     | Pool: Alachua County                                | Location: DocuSign |

**Signer Events**

Anthony J. Brown, Jr.  
jay.brown@jbpro.com  
President  
Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
*Anthony J. Brown, Jr.*  
A6AF55C329E9408...  
Signature Adoption: Pre-selected Style  
Using IP Address: 69.180.64.236

**Timestamp**

Sent: 9/5/2023 1:35:21 PM  
Viewed: 9/5/2023 6:17:11 PM  
Signed: 9/5/2023 6:18:20 PM

**Electronic Record and Signature Disclosure:**

Accepted: 9/5/2023 6:17:11 PM  
ID: 7ad75eb4-fddb-4c00-9c86-78586d72a726

Michael P. Brown  
michael.brown@jbpro.com  
VP of Administration  
JBrown Professional Group Inc.  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
*Michael P. Brown*  
C3B1A69A62EA485...  
Signature Adoption: Pre-selected Style  
Using IP Address: 209.251.159.235

Sent: 9/5/2023 6:18:23 PM  
Viewed: 9/6/2023 11:15:24 AM  
Signed: 9/6/2023 11:17:54 AM

**Electronic Record and Signature Disclosure:**

Accepted: 9/6/2023 11:15:24 AM  
ID: 49312deb-25de-4c23-9d6c-ba8e60073dc7

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Thomas (Jon) Rouse  
trouse@alachuacounty.us  
Contracts Supervisor

**COPIED**

Sent: 9/6/2023 11:17:56 AM

Alachua County Board of County Commissioners  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

| Carbon Copy Events  | Status        | Timestamp  |
|---|---------------|--|
| Carolyn Miller<br>crmiller@alachuacounty.us<br>Procurement Specialist<br>Procurement<br>Security Level: Email, Account Authentication<br>(None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign | <b>COPIED</b> | Sent: 9/6/2023 11:17:57 AM<br>Viewed: 9/6/2023 11:18:37 AM |

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
|----------------|-----------|-----------|

| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

| Envelope Summary Events | Status | Timestamps |
|-------------------------|--------|------------|
|-------------------------|--------|------------|

|                     |                  |                      |
|---------------------|------------------|----------------------|
| Envelope Sent       | Hashed/Encrypted | 9/5/2023 1:35:21 PM  |
| Certified Delivered | Security Checked | 9/6/2023 11:15:24 AM |
| Signing Complete    | Security Checked | 9/6/2023 11:17:54 AM |
| Completed           | Security Checked | 9/6/2023 11:17:57 AM |

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
|----------------|--------|------------|

| Electronic Record and Signature Disclosure |
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|--|

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Alachua County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Alachua County:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us)

**To advise Alachua County of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Alachua County**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Alachua County**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:



- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Alachua County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Alachua County during the course of your relationship with Alachua County.











# Item #7k, 23-00570, 09262023-#13962

Final Audit Report

2023-09-28

|                 |  |
|-----------------|--|
| Created:        | 2023-09-27                                   |
| By:             | Steve Donahey (asd@alachuaclerk.org)         |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAbhDmAnlps9rVp8OYzlcjqBAX-lplxgTe |

## "Item #7k, 23-00570, 09262023-#13962" History

-  Document created by Steve Donahey (asd@alachuaclerk.org)  
2023-09-27 - 7:56:41 PM GMT- IP address: 216.194.145.253
-  Document emailed to bocchairsignature@alachuacounty.us for signature  
2023-09-27 - 7:58:39 PM GMT
-  Email viewed by bocchairsignature@alachuacounty.us  
2023-09-28 - 7:11:47 PM GMT- IP address: 24.170.203.106
-  Signer bocchairsignature@alachuacounty.us entered name at signing as Anna Prizzia  
2023-09-28 - 7:18:09 PM GMT- IP address: 24.170.203.106
-  Document e-signed by Anna Prizzia (bocchairsignature@alachuacounty.us)  
Signature Date: 2023-09-28 - 7:18:11 PM GMT - Time Source: server- IP address: 24.170.203.106
-  Document emailed to jki@alachuaclerk.org for signature  
2023-09-28 - 7:18:15 PM GMT
-  Email viewed by jki@alachuaclerk.org  
2023-09-28 - 7:20:11 PM GMT- IP address: 216.194.145.253
-  Signer jki@alachuaclerk.org entered name at signing as J.K. "Jess" Irby, Esq.  
2023-09-28 - 7:20:29 PM GMT- IP address: 216.194.145.253
-  Document e-signed by J.K. "Jess" Irby, Esq. (jki@alachuaclerk.org)  
Signature Date: 2023-09-28 - 7:20:31 PM GMT - Time Source: server- IP address: 216.194.145.253
-  Agreement completed.  
2023-09-28 - 7:20:31 PM GMT