



Memorandum

To: Honorable Mayor and Village Council

From: James M. Weinand, Acting Village Manager

Date: January 18, 2019

Subject: Thomas G. Bradford Professional Services Agreement

The attached agenda item is a Professional Services Agreement between the Village of Tequesta and Thomas G. Bradford for a Construction Contract Administrator. As the Construction Contract Administrator Mr. Bradford will provide contract oversight and ensure the two contracts entered into by the Village of Tequesta to complete the Water Treatment Plant Upgrades are performed timely, effectively and in full transparency.

My decision to select Mr. Bradford for the Water Treatment Plant Upgrades Project was due to Mr. Bradford's extensive knowledge and experience with the Water Treatment Plant itself and his extensive knowledge of government contract administration.

The total compensation amount for this contract shall not exceed \$20,000.00; \$2,000.00 per month for a 10-month term beginning January 1, 2019 and ending November 1, 2019. Funding for this item was not anticipated; however, sufficient funds are available in Engineering Services Account 401-411-531.302 and will be move to Other Contractual Services Account 401-241-534.300 to accommodate this expenditure.

This Agreement is being submitted for your review. Thank you.

**PROFESSIONAL SERVICES AGREEMENT
(Construction Contract Administrator)**

This Professional Services Agreement ("Agreement") for a Construction Contract Administrator is made and entered into this 28th day of December 2018, by and between the Village of Tequesta, Florida, a municipal corporation, and Thomas G. Bradford, an individual, both of whom understand and agree as follows:

WHEREAS, the Village of Tequesta ("Village") has entered into contracts with two (2) firms to complete its Water Treatment Plant Upgrades; and

WHEREAS, in order to ensure that the Water Treatment Plant Upgrades are performed timely, effectively and in full transparency, the Village desires to enter into a Professional Services Agreement for a Construction Contract Administrator to provide contract oversight services during the 10-month plant upgrade project; and

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services to be provided by the Thomas G. Bradford, as Construction Contract Administrator for the Village; and

WHEREAS, Thomas G. Bradford is willing and able to enter into this Professional Services Agreement to serve as the Construction Contract Administrator for the Village during the pendency of the plant upgrade project.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS

The foregoing recitals are incorporated into this Agreement as true and correct statements.

SECTION 2. DUTIES; LIMITATIONS

Thomas G. Bradford shall serve as the Construction Contract Administrator for the Village of Tequesta to provide oversight of the two (2) contracts entered into by the Village for its Water Treatment Plant Upgrades. The two (2) contracts for this project are Kimley Horn and Associates (Project Engineers) and Florida Design Contractors, Inc. (Contractor). This Water Treatment Plant Upgrade Project is scheduled for ten (10) months.

The primary objective of this Agreement, and of the Construction Contract Administrator, is to establish best practices that the Village can use to improve contract administration and assure responsiveness by the contractors and best value to the taxpayers. Improving contract administration practices will help to achieve excellence in contractor performance so that the Village of Tequesta receives the proposed goods and services on time, and within budget.

Engagement in this Agreement constitutes that is essential for providing full transparency and cost controls for the Water Treatment Plant Upgrade Project. The Construction Contract Administrator will be the Village of Tequesta representative for monitoring all contract activities associated with this project to assure that the Village receives the full value of the project.

The Construction Contract Administrator shall work with the Water Treatment Plant Supervisor, or assigned staff, to assure water quality is not compromised during the construction project. The Construction Contract Administrator will provide conflict resolution between all parties and forward any projected change orders, along with any recommendations, to the Village Manager for consideration.

SECTION 3. INDEPENDENT CONTRACTOR

It is specifically understood that Thomas G. Bradford is an independent contractor and not an employee of the Village of Tequesta. Both the Village and Thomas G. Bradford agree that this Contract is not a contract for employment and that no relationship of employee-employer or principal-agent is or shall be created hereby, nor shall hereafter exist by reason of the performance of the services herein provided.

SECTION 4. TERM

The term of this Agreement shall be ten (10) months, commencing January 1, 2019 and continuing until November 1, 2019.

This Agreement with the Village encompasses all transactions between the Village, the engineers and the contractor, and shall be completed upon acceptance of the project and/or when the contract is terminated, final payments are made, and all disputes have been resolved.

Nothing in this Agreement shall be construed to prevent, limit or otherwise interfere with the right of either the Village, or of Thomas G. Bradford, to terminate this agreement, subject to the provisions set forth in Section 5 below.

SECTION 5. TERMINATION; EXPIRATION

The Village of Tequesta may terminate this agreement upon fourteen (14) days written notice to Thomas G. Bradford for any reason or for no reason. Thomas G. Bradford may terminate this agreement upon fourteen (14) days written notice to the Village of Tequesta for any reason or for no reason. This Agreement shall automatically expire on November 1, 2019.

SECTION 6. COMPENSATION

The Village agrees to compensate Thomas G. Bradford Two Thousand Dollars (\$2,000.00) per month for performing the Construction Contract Administrator duties set forth herein. The total compensation amount under this contract shall not exceed Twenty Thousand Dollars (\$20,000.00) over the ten (10) month Agreement term. In the event that the Agreement is terminated by either party prior to Agreement expiration, compensation will cease immediately and Thomas G. Bradford shall not be compensated for any remaining months under the original Agreement term.

Thomas G. Bradford agrees to render monthly invoices to the Village for services that have been rendered in conformity with this Agreement in the previous month. Invoices will normally be paid within thirty (30) days following the Village's receipt of such invoice.

Additionally, Thomas G. Bradford shall be reimbursed for mileage at a rate of \$0.545, if travelling outside of the Village of Tequesta for work conducted under this contract.

Thomas G. Bradford shall receive no additional benefits including insurance benefits, pension benefits, severance benefits or any other fringe benefits.

SECTION 7. PUBLIC ENTITIES CRIMES ACT

As provided in Sections 287.132-133, *Florida Statutes*, by entering into this Agreement or performing any work in furtherance hereof, the Thomas G. Bradford certifies that he, his affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), *Florida Statutes*.

SECTION 8. INSPECTOR GENERAL

Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews, or investigations. All parties doing business with the Village shall fully cooperate with the inspector general in the exercise of the inspector general's functions, authority, and power. The inspector general has the power to take sworn statements, require the production of records, and to audit, monitor, investigate and inspect the activities of the Village, as well as contractors and lobbyists of the Village in order to detect, deter, prevent, and eradicate fraud, waste, mismanagement, misconduct, and abuses.

SECTION 9. PUBLIC RECORDS

In accordance with Sec. 119.0701, *Florida Statutes*, Thomas G. Bradford must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described above. Upon request from the Village's custodian of public records, he must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. Anyone who fails to provide the public records to the Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties under Sec. 119.10, *Florida Statutes*. Further, Thomas G. Bradford shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described above are not disclosed except as authorized by law for the

duration of the Agreement term, and following completion of the Agreement if records are not transferred to the Village. Upon completion of the Agreement, transfer, at no cost to the Village, all public records in your possession, or keep and maintain public records required by the Village. If all public records are transferred to the Village upon completion of the Agreement, any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements shall be destroyed. If public records are kept and maintained upon completion of the Agreement, you shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the Village's information technology systems.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 768-0685, OR AT lmewilliams@tequesta.org, OR AT 345 TEQUESTA DRIVE, TEQUESTA, FLORIDA 33469.

SECTION 10. OTHER TERMS AND CONDITIONS

If any provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable and shall not be affected and shall remain in full force and effect.

This Agreement constitutes the entire understanding between the parties regarding issues relating to Thomas G. Bradford's service as Construction Contract Administrator and supersedes any prior agreement or understanding, whether verbal or written, which may have existed between the parties. This Agreement may not be amended except in writing and with the express approval of both parties.

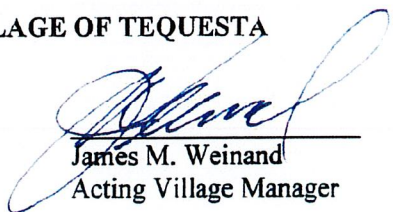
In the event it should become necessary for either party to initiate adversarial proceedings to

enforce the terms of this agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees incurred in such efforts. Recovery of any attorney's fees against the Village shall be limited to the amounts set forth in Sec. 768.28, *Florida Statutes*. Venue for any such proceeding shall be in a court of competent jurisdiction in Palm Beach County.

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement as of the day and year set forth above.

VILLAGE OF TEQUESTA

By:


James M. Weinand
Acting Village Manager


THOMAS G. BRADFORD

By:


Thomas G. Bradford

ATTEST:

By:


Lori McWilliams, MMC
Village Clerk

Mary Ann Griesser
Deputy Clerk

PUBLIC RECORDS. In accordance with Sec. 119.0701, *Florida Statutes*, CONTRACTOR must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Proposal or Bid. Upon request from the Village's custodian of public records, CONTRACTOR must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A CONTRACTOR who fails to provide the public records to the Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties under Sec. 119.10, *Florida Statutes*. Further, CONTRACTOR shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Proposal or Bid are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the CONTRACTOR does not transfer the records to the Village. Finally, upon completion of the Agreement, CONTRACTOR shall transfer, at no cost to the Village, all public records in possession of the CONTRACTOR, or keep and maintain public records required by the Village. If the CONTRACTOR transfers all public records to the Village upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the VILLAGE, upon request from the Village's custodian of public records, in a format that is compatible with the Village's information technology systems.

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