

VI.C.1

Meeting Date
August 18, 2015



AGENDA	
Section	Consent
Item No.	VI.C.1

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

Pt. 2

SUBJECT:	PERMISSION TO ISSUE ANNUAL SUPPLY BIDS, PROPOSALS AND REQUEST FOR QUALIFICATIONS (FY 2015/2016) AND/OR NEGOTIATE COMPETITIVE AGREEMENTS
DEPT/OFFICE:	CENTRAL SERVICES DEPARTMENT/PURCHASING SERVICES

Requested Action:

It is requested the Board grant Purchasing Services approval to perform the following actions regarding the attached list of commodities and services for fiscal year 2015/2016.

1. Solicit competitive bids, quotes and/or negotiate competitive agreements and award to lowest, responsive and most qualified supplier.
2. Solicit competitive proposals and requests for qualifications, establish selection/negotiation committees approved by the County Manager, or designee; and award contracts and/or open purchase orders with the best-ranked proposer.
3. Exercise renewal options upon evaluation of supplier performance, and recommendation from user departments/offices. This establishes the continuance of the contract is favorable prior to extension of the agreement.
4. Authorize the Chairman to execute contracts and contract renewals over \$100,000 in annual value.

Summary Explanation & Background:

Purchasing Services estimates the annual needs of the County for items or groups of items where there is an opportunity to achieve savings by using formal competitive processes (formal bids, quotes proposals, and request for qualifications). Annual competitions establish a source, a firm price and a performance period on high-volume, repetitive materials and continuing services.

Approval of this action will eliminate repetitive Board action granting permission to purchase routinely used items and services and will eliminate an estimated several thousand individual purchase order transactions. Also to expedite the award process, the County Manager currently has Board authorization to solicit, award and execute contracts up to \$100,000. Award recommendations will be made by a selection committee consisting of user agency representatives approved by the County Manager, or designee, for evaluation of proposals; and Purchasing and user agency staff members for determining responsive and responsible bids.

The competitive procurement method (competitive bid vs. competitive proposal) will be determined by the individual services or commodity requirements. Acquisition of services for recurring continuing professional consultant contracts will be solicited in accordance with Policy BCC-27 and Florida Statutes §287.055, "Consultants' Competitive Negotiation Act". Florida Statute §287.055 allows the County to enter into

Continued. Page 2

Clerk to the Board instruction: Return one copy to Department

Exhibits Attached: Annual Procurement Commodity and Services List (FY 2015/2016)

Contract /Agreement (If attached):		Reviewed by County Attorney	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Manager	Assistant County Manager	Frank Abbate	4/30		Department Director / Extension			
Stockton Whitten	Assistant County Manager	Venetta Valdengo			Teresa Camarata/ext.5-5492 <i>Teresa Camarata</i>			

CONTINUING ROOF CONSULTANT SERVICES AGREEMENT

This is an Agreement entered into this 5 day of FEBRUARY 2016, by and between **BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, hereinafter referred to as COUNTY and **TERRANCE MEYERS ARCHITECTS** a corporation under the laws of the State of Florida, hereinafter referred to as CONSULTANT.

WHEREAS, the County has a need for architectural and engineering firm to provide roofing consulting services for various projects valued up to \$2,000,000;

WHEREAS, the County issued a competitive RFQ to solicit firms interested in providing such services;

WHEREAS, CONSULTANT herein submitted a response determined to be responsive and responsible and was further selected to provide such services.

For and in consideration of the mutual agreement hereinafter contained, the COUNTY hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide continuing roof consultant, moisture intrusion and building envelope design services as prescribed herein.

SECTION 1 - GENERAL IDENTIFICATION OF SERVICES

Services to be provided by the CONSULTANT under this Agreement, depending on the project, may include:

- A. Peer review of design documents and recommendations to improve roof design(s) and building envelope systems by preventing leaks and minimizing warranty issues;
- B. Full design services for roof, moisture intrusion and building envelope system repairs and/or replacements on County facilities;
- C. Consult and inspect existing roofs, and identify any issues/problems related to moisture intrusion, mold, and the building envelope system and provide recommendations to correct deficiencies, as well as

- cost estimates and schedules when required;
- D. Consult on building envelope systems issues and provide recommendations to correct deficiencies, as well as cost estimates and schedules when required;
 - E. Consult on building envelope systems during construction to ensure compliance with manufacturer's criteria and specifications, as well as with Consultant plans and specifications;
 - F. Pre-qualify roof contractors to meet manufacturer's warranty installation requirements, and other County qualification requirements;
 - G. Provide reports on all above as required;
 - H. Any other consultant services needed of roof consultant related to moisture intrusion, mold, or building envelope system that may be requested by Brevard County;
 - I. Building envelope systems are defined as slab on grade/below grade construction, structural and non-structural exterior walls, and fenestration/wall opening/flashing components;
 - J. Peer review of building envelope systems may include topics such as structural/wind resistance, water penetration, air infiltration, condensation resistance, differential movement, energy conservation, sound attenuation, fire resistance, security performance, durability, economy and maintainability, as well as sustainability.

All continuing roof consultant services provided by the CONSULTANT for the COUNTY shall be identified in a detailed Proposal format. Proposals shall entail a description of services to be performed, a statement of fees, proposed schedule for compensation, a projected schedule for completion of the work, and any other terms or conditions, specific to the Work Order to be performed by the CONSULTANT.

The County's scope of services will be determined on a per project basis and based on negotiated hourly rates per Attachment "A". If the parties cannot agree to the services/fees for the project, the County reserves the right to contract with any other

consultant for that project's services. A Proposal shall not give rise to any contractual rights until approved by the COUNTY in the form of a written Notice to Proceed signed by an authorized representative of the Board of County Commissioners. The written Notice to Proceed and specific Proposal, as approved by the COUNTY, shall together constitute an addendum to this Agreement. A Purchase Order will be obtained by the COUNTY and provided to the CONSULTANT on a project by project basis.

SECTION II - COUNTY OBLIGATIONS

The COUNTY shall furnish to the CONSULTANT, upon request, any data available in the COUNTY'S files pertaining to the work to be performed under this Agreement.

SECTION III - CONTINUING ROOF CONSULTANT SERVICES

Upon receipt of Notice to Proceed, CONSULTANT agrees to perform continuing roof consultant services associated with the requested work in accordance with the negotiated terms of the applicable Proposal, and in accordance with accepted professional standards and practices. The CONSULTANT agrees to correct any errors and omissions and prepare any revisions which may be required because plans and/or specifications were found defective, without any increase in price. This remedy shall be cumulative to all other remedies available under law.

In connection with continuing roof consultant services to be rendered pursuant to this Agreement, the CONSULTANT further agrees to:

- A. Maintain an adequate staff of qualified personnel.
- B. Comply with federal, state and local laws applicable to the work.
- C. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.
- D. Cooperate and coordinate with other COUNTY consultants, as directed by the COUNTY.
- E. Report the status of the work to the COUNTY upon request and hold pertinent data, calculations, field notes, records, sketches and other projects open to the inspection of the COUNTY or its authorized agent at any time.

- F. Submit two (2) copies for COUNTY review any design computations, sketches and other data representative of the work's progress at the percentage stages of completion. Submit two (2) copies for COUNTY approval the final work product upon incorporation of any modifications requested by the COUNTY during any previous review. Any COUNTY approval of the CONSULTANT'S plans, design and/or specifications shall not be deemed to diminish the CONSULTANT'S responsibility.
- G. Confer with the COUNTY during the further development and implementation of improvements for which the CONSULTANT has provided design or other services.
- H. Interpret plans and other documents, correct error and omissions and prepare any necessary plan revisions not involving change in the scope of work required, at no additional cost.
- I. Prior to final approval of the work by the COUNTY, conduct and complete a preliminary check of any construction documents through any review committee, third party consultant or any county, city, state or federal agency from which a permit or other approval is required. Any approval obtained from the COUNTY or any other agency shall not be deemed to diminish or discharge the CONSULTANT'S responsibility provided for in this Agreement.
- J. The Consultant shall provide to the County their Federal Tax ID Number, or, if the Consultant is a sole proprietor, a Social Security Number.

SECTION IV - TIME OF COMPLETION

The services to be rendered by the CONSULTANT for each section of the work shall commence upon receipt of a written Notice to Proceed from the COUNTY subsequent to the execution of the Agreement, and shall be completed within the time stated in the Proposal.

SECTION V - COMPENSATION

The COUNTY agrees to pay and the CONSULTANT agrees to accept, for services rendered pursuant to this Agreement, fees and other compensation computed in accordance with one or a combination of the methods outlined below, and as specified in an approved Proposal:

- A. Hourly Rate - the CONSULTANT shall be compensated at the attached Hourly Rate Schedule (Attachment "A") for each hour of time engaged directly in the work. The CONSULTANT will provide a detailed breakdown for hours spent for the peer review process and hours spent for construction monitoring.
- B. Lump Sum Fee - The fee for any requested portion of work may, at the option of the COUNTY, be a lump sum mutually agreed upon by the COUNTY and the CONSULTANT and stated in the written Proposal.
- C. Reimbursable Expenses - The CONSULTANT shall be compensated for certain work-related expenditures not covered by fees for consulting services, provided such expenditures are previously authorized by the COUNTY in writing. Miscellaneous expenses such as fax, telephone, copies and tolls will not be included as reimbursable expenses.

Upon receipt of satisfactory back up materials, the CONSULTANT will be compensated for such reimbursable expenses on a direct cost basis. Such expenses may include:

- 1. Expenses for document/plan reproduction (in excess of four (4) signed/sealed sets for permitting);
- 2. Expenses for travel, transportation and subsistence outside the County limits, on a direct cost basis or as allowed by law. Mileage will be invoiced at the prevailing rate set forth by the County (.54¢ per mile).

- D. At least thirty (30) days prior to each anniversary date of this Agreement either party may request an adjustment to the rates provided for herein to apply in the forthcoming year. Failure of the parties to agree on a new rate shall constitute a basis for issuing a Notice of Termination by the COUNTY. Any proposed change in rates by the CONSULTANT shall be subject to the prior approval of the COUNTY.
- E. In the event CONSULTANT experiences any delay resulting from circumstances beyond its control, or a change in the scope of work which will result in an increase or decrease in a Proposal's price or time, CONSULTANT shall provide immediate notice to the COUNTY for consideration of additional compensation or time. Additional compensation shall be limited to direct costs resulting from the delay or change in work as provided in Section V of this Agreement.

SECTION VI - PAYMENT AND PARTIAL PAYMENTS

Subject to the COUNTY'S right to withhold any amounts reasonably necessary to complete or correct defective or substandard work, the COUNTY shall make monthly payments or partial payments to the CONSULTANT for all authorized work performed during the previous calendar month in accordance with Section 218.70, et. seq., Florida Statutes, the "Florida Prompt Payment Act."

- A. The CONSULTANT shall submit signed invoices to the COUNTY.
- B. The amount of each invoice submitted shall be the amount due for all services performed to date in connection with authorized work, as certified by the CONSULTANT. Each invoice shall include any prior authorized reimbursable expenses and must reference the particular Purchase Order which authorized the services performed. The invoice shall be accompanied by copies of invoices for reimbursable expenses.
- C. Invoices for work other than lump sum shall include a breakdown for each

part of the work billed for each item and personnel as identified in Attachment "A". Copies of all invoices paid by the CONSULTANT for expenses shall be included with the CONSULTANT's invoice.

SECTION VII - SCHEDULE OF WORK

The COUNTY shall have the sole right to determine on which units or sections of the work the CONSULTANT shall proceed with and in what order. Should a Proposal revision affect a change in scope, cost, or schedule, the CONSULTANT shall submit such revisions for review and, if warranted, approval by the COUNTY in writing.

SECTION VIII - RIGHT OF DECISIONS

All services shall be performed by the CONSULTANT to reasonable professional standards and practices and to the reasonable requirements of the COUNTY. COUNTY staff shall decide and dispose of all claims, questions and disputes arising under this Agreement. Such determination shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event the CONSULTANT does not concur with the decisions of the COUNTY, within ten (10) calendar days after determination by COUNTY staff, the CONSULTANT shall present any such objections in writing to COUNTY staff and, upon request, any adverse determination shall be referred to an appeal board comprised of a representative of the County Attorney's Office, County Manager and the Facilities Department Director for review and disposition at a hearing to be held within ten (10) calendar days after receipt of the appeal. This paragraph does not constitute a waiver of either party's right to proceed in a court of competent jurisdiction, provided that prior to filing any suit the CONSULTANT goes through the appeal process established in this Agreement and provided further that the CONSULTANT strictly abides by the ten day time deadline set forth in this paragraph.

SECTION IX - OWNERSHIP OF DOCUMENTS

All reports, tracings, plans, specifications, maps, contract documents and/or

other work products developed by the CONSULTANT pursuant to this Agreement shall remain the property of the CONSULTANT. The COUNTY retains the right of use of these documents at their own risk. When each individual section of work requested pursuant to this Agreement is complete, all of the above work products shall be delivered to the COUNTY for its use.

SECTION X - REUSE OF DOCUMENTS

The CONSULTANT may not reuse plans, specifications or reports specifically developed by the CONSULTANT for the COUNTY without express written permission from the COUNTY.

No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Agreement shall be subject to copyright by Grantee in the United States or any other country.

SECTION XI - NOTICES

Any legal notices from the CONSULTANT to the COUNTY shall be considered delivered when posted by certified mail or delivered in person to the COUNTY, Attention: Mary Bowers, Support Services Manager, Brevard County Facilities Department, 2725 Judge Fran Jamieson Way, Building "A", Viera, Florida 32940.

Any legal notices from the COUNTY to the CONSULTANT shall be considered delivered when posted by certified mail to the CONSULTANT at the last address left on file with the COUNTY or delivered in person to said CONSULTANT of the CONSULTANT'S authorized representative.

SECTION XII - AUDIT RIGHTS

The COUNTY reserves the right to audit the records of the CONSULTANT related to this Agreement at any time during the prosecution of the work included herein and for a period of three (3) years after final payment is made. The CONSULTANT agrees to provide copies of any records necessary to substantiate payment requests to the COUNTY as may be requested by the COUNTY, at 1.1 times the cost of reproduction,

plus labor to make such copies.

SECTION XIII - SUBCONTRACTING

The CONSULTANT shall not subcontract, assign, or transfer any work under this Agreement without the written approval of the COUNTY. When applicable, the CONSULTANT shall cause the names of any subcontracted firms responsible for major portions (or separate specialty) of the work to be inserted in the pertinent documents or data.

SECTION XIV - CONTINGENT FEES

The CONSULTANT represents that no person or company, excepting a bona fide employee, was employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, any fee commission, contribution, donation, gift or any other consideration, contingent upon, or resulting from award of this Agreement. For any breach or violation of this provision, the COUNTY shall have the right to terminate this Agreement, without liability, and, at its discretion, to deduct from the contract price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any damages and shall be responsible for reporting the details of such breach or violation to the proper legal authorities where and when appropriate.

SECTION XV - TERMINATION/MODIFICATION OF AGREEMENT

- A. The CONSULTANT may terminate this Agreement for any reason upon thirty (30) days written notice, provided that any outstanding approved Work Order, upon which an Authorization to Proceed has been issued, is completed by the CONSULTANT.
- B. The County may terminate this Agreement for any reason, for its convenience, upon thirty (30) days written notice. In the event of termination by the COUNTY, the COUNTY's sole obligation to the CONSULTANT shall be payment for those portions of satisfactorily,

completely performed work previously authorized by approved Proposal. Such payment shall be determined on the basis of hours of work performed by the CONSULTANT and agreed upon by the COUNTY up to the time of termination. In the event of such termination, the COUNTY may, without penalty or other obligation to the CONSULTANT, elect to employ other persons to perform the same or similar services.

- C. The terms of this Agreement may be modified upon the mutual agreement of the CONSULTANT and the COUNTY as confirmed in writing.
- D. In the event that the CONSULTANT changes his name, merges with another company, becomes a subsidiary or makes other substantial change in structure or in principals, the COUNTY reserves the right to terminate this Agreement subject to the terms prescribed above.

SECTION XVI - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of one (1) year after its date of execution, although actual completion of services hereunder may extend beyond such term, unless this Agreement is terminated by mutual consent of the parties as otherwise provided herein. The performance of specially and properly authorized projects may extend beyond the Agreement's one-year effective term and shall be compensated in accordance with Section IV hereof. In addition, subject to the COUNTY'S sole discretion, if no change in Attachment "A" is proposed, this Agreement may be extended in one (1) year increments for up to three (3) years beyond the initial one (1) year period of the Agreement only if no change in price is proposed by the CONSULTANT under Paragraph 5D above.

SECTION XVII - DEFAULT

In the event the CONSULTANT fails to comply with the provisions of this Agreement, the COUNTY may declare the CONSULTANT in default by written notification. In the event partial payment has been made for continuing roof consultant

services not completed, the CONSULTANT shall return any sums due to the COUNTY as a result of CONSULTANT'S default within ten (10) days after notice and demand that said sums are due. The CONSULTANT shall not be compensated on a percentage of any deficient continuing roof consultant services which have been performed at the time the COUNTY declares a default. The COUNTY shall pay for that portion, if any, of the performed work which is used or useful by any other consultant retained by the COUNTY to finish the work to the extent that the COUNTY does not incur additional costs over those set forth in the CONSULTANT's canceled Purchase Order.

Any default by the COUNTY for causes which are later determined to be invalid shall be considered a termination by the COUNTY for convenience and compensated as provided in Section XV.

SECTION XVIII - INDEMNIFICATION AND INSURANCE

The CONSULTANT shall provide the following described insurance policies with insurers acceptable to the COUNTY. The CONSULTANT shall provide and maintain at all times during the terms of the Agreement, without cost or expense to the COUNTY, policies of insurance generally known as comprehensive general liability policies, and professional errors and omissions liability coverage. These policies of insurance shall cover the CONSULTANT for ~~any and all~~ claims, demands, and expenses ~~whatsoever~~, including defense and causes for action for general damages, bodily injury and property damage arising out of or to the extent caused by negligent acts, errors or omissions of the CONSULTANT. Said policies shall provide limits in the amount not less than \$1,000,000.00 per occurrence to cover any and all claims arising in connection with any particular accident or occurrence. Said policies shall be endorsed to name the County, its officers and employees as additional insured and to provide the County with thirty (30) days advance written notice of its cancellation or of any changes.

The CONSULTANT shall provide and maintain Workers' Compensation insurance (for statutory limits) for all workers to provide services under the scope of this

Agreement. The COUNTY shall be entitled to thirty (30) days written notice of any changes or cancellations of said policies. These insurance requirements shall not relieve or limit the liability of the CONSULTANT. The COUNTY does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the CONSULTANT'S interests or liabilities, but are merely minimums.

The CONSULTANT agrees to indemnify, ~~defend~~ and hold the COUNTY harmless against ~~any and all~~ claims, causes of action or liability for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom to the extent caused by negligent acts, errors or omissions of the CONSULTANT. ~~The CONSULTANT agrees to indemnify and pay on behalf of the COUNTY the cost of the COUNTY'S legal defense of all claims described herein. Such payment on behalf of the COUNTY shall be in addition to any and all other legal remedies available to the COUNTY and shall not be considered to be the COUNTY'S exclusive remedy.~~ It is agreed by the parties hereto that specific consideration has been paid under this Agreement for this hold harmless provision.

SECTION XIX - QUALITY CONTROL

The CONSULTANT shall provide a high level of quality control and accuracy. The COUNTY may request additional data collection or re-analysis of data at no expense to the COUNTY. If the original data collected and/or the data analysis is found to be accurate and reasonable, the CONSULTANT shall be compensated for the additional work in accordance with Section IV of this Agreement.

The CONSULTANT acknowledges that the COUNTY will periodically evaluate the CONSULTANT'S performance and that the evaluation will be used by the COUNTY in determining the CONSULTANT'S qualifications for future contracts with COUNTY.

SECTION XX – NON DISCRIMINATION

Non-discrimination: Respondent shall not discriminate as to race, sex, color, creed, handicap or national origin in the operations conducted under this engagement.

SECTION XXI - NON EXCLUSIVE AGREEMENT

The parties acknowledge that this Agreement is not an exclusive Agreement and the COUNTY may employ other engineers, professional or technical personnel to furnish services for the COUNTY, as the COUNTY, in its sole discretion, finds is in the public interest.

The COUNTY reserves the right to assign such work to the CONSULTANT as it may approve in the sole discretion of the COUNTY.

SECTION XXII - TRUTH IN NEGOTIATIONS

In accordance with the provisions of Chapter 287.055, Florida Statutes, the CONSULTANT agrees to execute a truth-in-negotiations certificate (Attachment "B") and agrees the original contract price and any additions may be adjusted to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

SECTION XXIII - INTEREST OF MEMBERS OF DISTRICT AND OTHERS

No officers, members or employees of the COUNTY, and no members of its governing body, and no other public official of the governing body of the locality or localities in which services for the facilities are situated or carried out, who exercised any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects their personal interest, or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION XXIV - INTEREST OF CONSULTANT

The CONSULTANT covenants that it presently has no conflict of interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required to be performed under this Agreement. The CONSULTANT further covenants that in the performance of this Agreement no person having any such interest shall be employed.

The Consultant shall perform the services under this Agreement as an independent Consultant and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the Consultant or any of its agents or employees to be the agent, employee or representative of the County.

SECTION XXV - ENTIRETY OF AGREEMENT

This writing, together with Proposals and signed Notices to Proceed that may follow, embody the entire Agreement and understanding between the parties hereto, and there are not other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein.

No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties hereto as an addendum to this Agreement, or as specifically prescribed in a Proposal.

SECTION XXVI – VENUE, ATTORNEYS FEES

In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.

This Agreement shall be governed, interpreted and construed according the ordinances and laws of Brevard County and the State of Florida. Any action brought to enforce the terms or litigate the terms of this Agreement shall be brought in Brevard County, Florida.


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

ATTEST:



Scott Ellis, Clerk

BREVARD COUNTY BOARD OF
COUNTY COMMISSIONERS:



Jim Barfield, Chair
As Approved By the Board: 8/18/2015

WITNESS:

Ainda Brooks
By:

TERENCE L. MYERS ARCHITECT INC.
~~TERRANCE MEYERS ARCHITECTS~~

Terence Myers
By:

ATTACHMENT "A"

**CONTINUING ROOF CONSULTANT SERVICES AGREEMENT
NEGOTIATED STANDARD HOURLY RATE SCHEDULE**

POSITION	HOURLY RATE *
Principal	\$ 137.17
Project Architect/Manager	\$102.00
Outside Consultant	\$114.83
Quality Assurance/Construction Admin/Field	\$ 88.33
CAD Designer/Operator/Technician	\$ 70.53
Clerical/Admin/Word Processing	\$ 47.00

ATTACHMENT "B"

TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT

STATE OF FLORIDA §
COUNTY OF §

Before me, the undersigned authority, personally appeared Affiant who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth-In-Negotiation Certificate pursuant to Section 287.055(5) of the Florida Statutes for the undersigned firm to receive an Agreement for continuing roof consultant services with the Board of County Commissioners of Brevard County, Florida.

2. That the undersigned firm is a corporation which engages in furnishing roofing consultant services and is entering into an Agreement with the Board of County Commissioners of Brevard County, Florida to provide continuing roof consultant services for a project known as the Continuing Contract.

3. That the undersigned firm has furnished the Board of County Commissioners of Brevard County, Florida a detailed analysis of the cost of the continuing roof consultant services required for the project.

4. That the wage rate information and other factual unit costs which the undersigned firm furnished were accurate, complete and current at the time the undersigned firm and the Board of County Commissioners of Brevard County, Florida entered into the Agreement for continuing roof consultant services on the project.

5. That the Agreement which the undersigned firm and the Board of County Commissioners of Brevard County, Florida entered into on this project contained a provision that the original Agreement price and any additions thereto shall be adjusted to include any significant sums by which the Board of County Commissioners of Brevard County, Florida determines the Agreement price was increased due to inaccurate,

incomplete or non-current wage rates or other factual unit costs and that all such Agreement adjustments shall be made within one (1) year following the end of the Agreement.

FURTHER AFFIANT SAYETH NAUGHT.

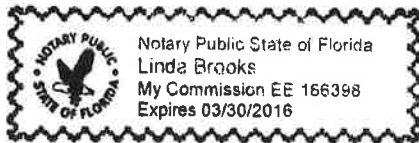
TERENCE L. MYERS ARCHITECT INC.
~~TERRANCE MEYERS ARCHITECTS~~

By: Terence L. Myers

The foregoing instrument was acknowledged before me by who has produced _____ as identification or is personally known to me.

WITNESS my hand and official seal in the State and County last aforesaid this day of Feb 5th ~~2011~~ 2016

(SEAL)



Linda Brooks

Signature

Linda Brooks
Notary Name (typed or printed)

ATTACHMENT "C"

PUBLIC ENTITY CRIME AFFIDAVIT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

CONTINUING ROOF CONSULTANT SERVICES AGREEMENT

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WHEREAS, the County has a need for architectural and engineering firm to provide roofing consulting services for various projects valued up to \$2,000,000;

WHEREAS, the County issued a competitive RFQ to solicit firms interested in providing such services;

WHEREAS, CONSULTANT herein submitted a response determined to be responsive and responsible and was further selected to provide such services.

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The COUNTY shall furnish to the CONSULTANT, upon request, any data available in the COUNTY'S files pertaining to the work to be performed under this Agreement.

SECTION III - CONTINUING ROOF CONSULTANT SERVICES

Upon receipt of Notice to Proceed, CONSULTANT agrees to perform continuing roof consultant services associated with the requested work in accordance with the negotiated terms of the applicable Proposal, and in accordance with accepted professional standards and practices. The CONSULTANT agrees to correct any errors and omissions and prepare any revisions which may be required because plans and/or specifications were found defective, without any increase in price. This remedy shall be cumulative to all other remedies available under law.

In connection with continuing roof consultant services to be rendered pursuant to this Agreement, the CONSULTANT further agrees to:

- A. Maintain an adequate staff of qualified personnel.
- B. Comply with federal, state and local laws applicable to the work.
- C. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.
- D. Cooperate and coordinate with other COUNTY consultants, as directed by the COUNTY.
- E. Report the status of the work to the COUNTY upon request and hold pertinent data, calculations, field notes, records, sketches and other projects open to the inspection of the COUNTY or its authorized agent at any time.



- F. Submit two (2) copies for COUNTY review any design computations, sketches and other data representative of the work's progress at the percentage stages of completion. Submit two (2) copies for COUNTY approval the final work product upon incorporation of any modifications requested by the COUNTY during any previous review. Any COUNTY approval of the CONSULTANT'S plans, design and/or specifications shall not be deemed to diminish the CONSULTANT'S responsibility.
- G. Confer with the COUNTY during the further development and implementation of improvements for which the CONSULTANT has provided design or other services.
- H. Interpret plans and other documents, correct error and omissions and prepare any necessary plan revisions not involving change in the scope of work required, at no additional cost.
- I. Prior to final approval of the work by the COUNTY, conduct and complete a preliminary check of any construction documents through any review committee, third party consultant or any county, city, state or federal agency from which a permit or other approval is required. Any approval obtained from the COUNTY or any other agency shall not be deemed to diminish or discharge the CONSULTANT'S responsibility provided for in this Agreement.
- J. The Consultant shall provide to the County their Federal Tax ID Number, or, if the Consultant is a sole proprietor, a Social Security Number.

SECTION IV - TIME OF COMPLETION

The services to be rendered by the CONSULTANT for each section of the work shall commence upon receipt of a written Notice to Proceed from the COUNTY subsequent to the execution of the Agreement, and shall be completed within the time stated in the Proposal.

SECTION V - COMPENSATION

The COUNTY agrees to pay and the CONSULTANT agrees to accept, for services rendered pursuant to this Agreement, fees and other compensation computed in accordance with one or a combination of the methods outlined below, and as specified in an approved Proposal:

- A. Hourly Rate - the CONSULTANT shall be compensated at the attached Hourly Rate Schedule (Attachment "A") for each hour of time engaged directly in the work. The CONSULTANT will provide a detailed breakdown for hours spent for the peer review process and hours spent for construction monitoring.
- B. Lump Sum Fee - The fee for any requested portion of work may, at the option of the COUNTY, be a lump sum mutually agreed upon by the COUNTY and the CONSULTANT and stated in the written Proposal.
- C. Reimbursable Expenses - The CONSULTANT shall be compensated for certain work-related expenditures not covered by fees for consulting services, provided such expenditures are previously authorized by the COUNTY in writing. Miscellaneous expenses such as fax, telephone, copies and tolls will not be included as reimbursable expenses.

Upon receipt of satisfactory back up materials, the CONSULTANT will be compensated for such reimbursable expenses on a direct cost basis. Such expenses may include:

- 1. Expenses for document/plan reproduction (in excess of four (4) signed/sealed sets for permitting);
- 2. Expenses for travel, transportation and subsistence outside the County limits, on a direct cost basis or as allowed by law. Mileage will be invoiced at the prevailing rate set forth by the County (.54¢ per mile).

- D. At least thirty (30) days prior to each anniversary date of this Agreement either party may request an adjustment to the rates provided for herein to apply in the forthcoming year. Failure of the parties to agree on a new rate shall constitute a basis for issuing a Notice of Termination by the COUNTY. Any proposed change in rates by the CONSULTANT shall be subject to the prior approval of the COUNTY.
- E. In the event CONSULTANT experiences any delay resulting from circumstances beyond its control, or a change in the scope of work which will result in an increase or decrease in a Proposal's price or time, CONSULTANT shall provide immediate notice to the COUNTY for consideration of additional compensation or time. Additional compensation shall be limited to direct costs resulting from the delay or change in work as provided in Section V of this Agreement.

SECTION VI - PAYMENT AND PARTIAL PAYMENTS

Subject to the COUNTY'S right to withhold any amounts reasonably necessary to complete or correct defective or substandard work, the COUNTY shall make monthly payments or partial payments to the CONSULTANT for all authorized work performed during the previous calendar month in accordance with Section 218.70, et. seq., Florida Statutes, the "Florida Prompt Payment Act."

- A. The CONSULTANT shall submit signed invoices to the COUNTY.
- B. The amount of each invoice submitted shall be the amount due for all services performed to date in connection with authorized work, as certified by the CONSULTANT. Each invoice shall include any prior authorized reimbursable expenses and must reference the particular Purchase Order which authorized the services performed. The invoice shall be accompanied by copies of invoices for reimbursable expenses.
- C. Invoices for work other than lump sum shall include a breakdown for each

part of the work billed for each item and personnel as identified in Attachment "A". Copies of all invoices paid by the CONSULTANT for expenses shall be included with the CONSULTANT's invoice.

SECTION VII - SCHEDULE OF WORK

The COUNTY shall have the sole right to determine on which units or sections of the work the CONSULTANT shall proceed with and in what order. Should a Proposal revision affect a change in scope, cost, or schedule, the CONSULTANT shall submit such revisions for review and, if warranted, approval by the COUNTY in writing.

SECTION VIII - RIGHT OF DECISIONS

All services shall be performed by the CONSULTANT to reasonable professional standards and practices and to the reasonable requirements of the COUNTY. COUNTY staff shall decide and dispose of all claims, questions and disputes arising under this Agreement. Such determination shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event the CONSULTANT does not concur with the decisions of the COUNTY, within ten (10) calendar days after determination by COUNTY staff, the CONSULTANT shall present any such objections in writing to COUNTY staff and, upon request, any adverse determination shall be referred to an appeal board comprised of a representative of the County Attorney's Office, County Manager and the Facilities Department Director for review and disposition at a hearing to be held within ten (10) calendar days after receipt of the appeal. This paragraph does not constitute a waiver of either party's right to proceed in a court of competent jurisdiction, provided that prior to filing any suit the CONSULTANT goes through the appeal process established in this Agreement and provided further that the CONSULTANT strictly abides by the ten day time deadline set forth in this paragraph.

SECTION IX - OWNERSHIP OF DOCUMENTS

All reports, tracings, plans, specifications, maps, contract documents and/or

other work products developed by the CONSULTANT pursuant to this Agreement shall remain the property of the CONSULTANT. The COUNTY retains the right of use of these documents at their own risk. When each individual section of work requested pursuant to this Agreement is complete, all of the above work products shall be delivered to the COUNTY for its use.

SECTION X - REUSE OF DOCUMENTS

The CONSULTANT may not reuse plans, specifications or reports specifically developed by the CONSULTANT for the COUNTY without express written permission from the COUNTY.

No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Agreement shall be subject to copyright by Grantee in the United States or any other country.

SECTION XI - NOTICES

Any legal notices from the CONSULTANT to the COUNTY shall be considered delivered when posted by certified mail or delivered in person to the COUNTY, Attention: Mary Bowers, Support Services Manager, Brevard County Facilities Department, 2725 Judge Fran Jamieson Way, Building "A", Viera, Florida 32940.

Any legal notices from the COUNTY to the CONSULTANT shall be considered delivered when posted by certified mail to the CONSULTANT at the last address left on file with the COUNTY or delivered in person to said CONSULTANT of the CONSULTANT'S authorized representative.

SECTION XII - AUDIT RIGHTS

The COUNTY reserves the right to audit the records of the CONSULTANT related to this Agreement at any time during the prosecution of the work included herein and for a period of three (3) years after final payment is made. The CONSULTANT agrees to provide copies of any records necessary to substantiate payment requests to the COUNTY as may be requested by the COUNTY, at 1.1 times the cost of reproduction,

plus labor to make such copies.

SECTION XIII - SUBCONTRACTING

The CONSULTANT shall not subcontract, assign, or transfer any work under this Agreement without the written approval of the COUNTY. When applicable, the CONSULTANT shall cause the names of any subcontracted firms responsible for major portions (or separate specialty) of the work to be inserted in the pertinent documents or data.

SECTION XIV - CONTINGENT FEES

The CONSULTANT represents that no person or company, excepting a bona fide employee, was employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, any fee commission, contribution, donation, gift or any other consideration, contingent upon, or resulting from award of this Agreement. For any breach or violation of this provision, the COUNTY shall have the right to terminate this Agreement, without liability, and, at its discretion, to deduct from the contract price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any damages and shall be responsible for reporting the details of such breach or violation to the proper legal authorities where and when appropriate.

SECTION XV - TERMINATION/MODIFICATION OF AGREEMENT

- A. The CONSULTANT may terminate this Agreement for any reason upon thirty (30) days written notice, provided that any outstanding approved Work Order, upon which an Authorization to Proceed has been issued, is completed by the CONSULTANT.
- B. The County may terminate this Agreement for any reason, for its convenience, upon thirty (30) days written notice. In the event of termination by the COUNTY, the COUNTY's sole obligation to the CONSULTANT shall be payment for those portions of satisfactorily,

completely performed work previously authorized by approved Proposal. Such payment shall be determined on the basis of hours of work performed by the CONSULTANT and agreed upon by the COUNTY up to the time of termination. In the event of such termination, the COUNTY may, without penalty or other obligation to the CONSULTANT, elect to employ other persons to perform the same or similar services.

- C. The terms of this Agreement may be modified upon the mutual agreement of the CONSULTANT and the COUNTY as confirmed in writing.
- D. In the event that the CONSULTANT changes his name, merges with another company, becomes a subsidiary or makes other substantial change in structure or in principals, the COUNTY reserves the right to terminate this Agreement subject to the terms prescribed above.

SECTION XVI - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of one (1) year after its date of execution, although actual completion of services hereunder may extend beyond such term, unless this Agreement is terminated by mutual consent of the parties as otherwise provided herein. The performance of specially and properly authorized projects may extend beyond the Agreement's one-year effective term and shall be compensated in accordance with Section IV hereof. In addition, subject to the COUNTY'S sole discretion, if no change in Attachment "A" is proposed, this Agreement may be extended in one (1) year increments for up to three (3) years beyond the initial one (1) year period of the Agreement only if no change in price is proposed by the CONSULTANT under Paragraph 5D above.

SECTION XVII - DEFAULT

In the event the CONSULTANT fails to comply with the provisions of this Agreement, the COUNTY may declare the CONSULTANT in default by written notification. In the event partial payment has been made for continuing roof consultant

services not completed, the CONSULTANT shall return any sums due to the COUNTY as a result of CONSULTANT'S default within ten (10) days after notice and demand that said sums are due. The CONSULTANT shall not be compensated on a percentage of any deficient continuing roof consultant services which have been performed at the time the COUNTY declares a default. The COUNTY shall pay for that portion, if any, of the performed work which is used or useful by any other consultant retained by the COUNTY to finish the work to the extent that the COUNTY does not incur additional costs over those set forth in the CONSULTANT's canceled Purchase Order.

Any default by the COUNTY for causes which are later determined to be invalid shall be considered a termination by the COUNTY for convenience and compensated as provided in Section XV.

SECTION XVIII - INDEMNIFICATION AND INSURANCE

The CONSULTANT shall provide the following described insurance policies with insurers acceptable to the COUNTY. The CONSULTANT shall provide and maintain at all times during the terms of the Agreement, without cost or expense to the COUNTY, policies of insurance generally known as comprehensive general liability policies, and professional errors and omissions liability coverage. These policies of insurance shall cover the CONSULTANT for any and all claims, demands, and expenses whatsoever, including defense and causes for action for general damages, bodily injury and property damage arising out of or to the extent caused by negligent acts, errors or omissions of the CONSULTANT. Said policies shall provide limits in the amount not less than \$1,000,000.00 per occurrence to cover any and all claims arising in connection with any particular accident or occurrence. Said policies shall be endorsed to name the County, its officers and employees as additional insured and to provide the County with thirty (30) days advance written notice of its cancellation or of any changes.

The CONSULTANT shall provide and maintain Workers' Compensation insurance (for statutory limits) for all workers to provide services under the scope of this

Agreement. The COUNTY shall be entitled to thirty (30) days written notice of any changes or cancellations of said policies. These insurance requirements shall not relieve or limit the liability of the CONSULTANT. The COUNTY does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the CONSULTANT'S interests or liabilities, but are merely minimums.

The CONSULTANT agrees to indemnify, defend and hold the COUNTY harmless against any and all claims, causes of action or liability for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom to the extent caused by negligent acts, errors or omissions of the CONSULTANT. The CONSULTANT agrees to indemnify and pay on behalf of the COUNTY the cost of the COUNTY'S legal defense of all claims described herein. Such payment on behalf of the COUNTY shall be in addition to any and all other legal remedies available to the COUNTY and shall not be considered to be the COUNTY'S exclusive remedy. It is agreed by the parties hereto that specific consideration has been paid under this Agreement for this hold harmless provision.

SECTION XIX - QUALITY CONTROL

The CONSULTANT shall provide a high level of quality control and accuracy. The COUNTY may request additional data collection or re-analysis of data at no expense to the COUNTY. If the original data collected and/or the data analysis is found to be accurate and reasonable, the CONSULTANT shall be compensated for the additional work in accordance with Section IV of this Agreement.

The CONSULTANT acknowledges that the COUNTY will periodically evaluate the CONSULTANT'S performance and that the evaluation will be used by the COUNTY in determining the CONSULTANT'S qualifications for future contracts with COUNTY.

SECTION XX – NON DISCRIMINATION

Non-discrimination: Respondent shall not discriminate as to race, sex, color, creed, handicap or national origin in the operations conducted under this engagement.

SECTION XXI - NON EXCLUSIVE AGREEMENT

The parties acknowledge that this Agreement is not an exclusive Agreement and the COUNTY may employ other engineers, professional or technical personnel to furnish services for the COUNTY, as the COUNTY, in its sole discretion, finds is in the public interest.

The COUNTY reserves the right to assign such work to the CONSULTANT as it may approve in the sole discretion of the COUNTY.

SECTION XXII - TRUTH IN NEGOTIATIONS

In accordance with the provisions of Chapter 287.055, Florida Statutes, the CONSULTANT agrees to execute a truth-in-negotiations certificate (Attachment "B") and agrees the original contract price and any additions may be adjusted to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

SECTION XXIII - INTEREST OF MEMBERS OF DISTRICT AND OTHERS

No officers, members or employees of the COUNTY, and no members of its governing body, and no other public official of the governing body of the locality or localities in which services for the facilities are situated or carried out, who exercised any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects their personal interest, or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION XXIV - INTEREST OF CONSULTANT

The CONSULTANT covenants that it presently has no conflict of interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required to be performed under this Agreement. The CONSULTANT further covenants that in the performance of this Agreement no person having any such interest shall be employed.

The Consultant shall perform the services under this Agreement as an independent Consultant and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the Consultant or any of its agents or employees to be the agent, employee or representative of the County.

SECTION XXV - ENTIRETY OF AGREEMENT

This writing, together with Proposals and signed Notices to Proceed that may follow, embody the entire Agreement and understanding between the parties hereto, and there are not other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein.

No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties hereto as an addendum to this Agreement, or as specifically prescribed in a Proposal.

SECTION XXVI – VENUE, ATTORNEYS FEES

In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney’s fees and costs.

This Agreement shall be governed, interpreted and construed according the ordinances and laws of Brevard County and the State of Florida. Any action brought to enforce the terms or litigate the terms of this Agreement shall be brought in Brevard County, Florida.

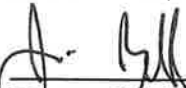
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

ATTEST:



Scott Ellis, Clerk

BREVARD COUNTY BOARD OF
COUNTY COMMISSIONERS:



Jim Barfield, Chair
As Approved By the Board: 8/18/2015

WITNESS:


By: CHRISTOPHER RHODEN

ARCHITECTS RZK, INC.


By: JOHN G. ZWICK

ATTACHMENT "A"

**CONTINUING ROOF CONSULTANT SERVICES AGREEMENT
NEGOTIATED STANDARD HOURLY RATE SCHEDULE**

POSITION	HOURLY RATE *
Principal	\$ 137.17
Project Architect/Manager	\$102.00
Outside Consultant	\$114.83
Quality Assurance/Construction Admin/Field	\$ 88.33
CAD Designer/Operator/Technician	\$ 70.53
Clerical/Admin/Word Processing	\$ 47.00

ATTACHMENT "B"

TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT

STATE OF FLORIDA §
COUNTY OF §

Before me, the undersigned authority, personally appeared Affiant who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth-In-Negotiation Certificate pursuant to Section 287.055(5) of the Florida Statutes for the undersigned firm to receive an Agreement for continuing roof consultant services with the Board of County Commissioners of Brevard County, Florida.

2. That the undersigned firm is a corporation which engages in furnishing roofing consultant services and is entering into an Agreement with the Board of County Commissioners of Brevard County, Florida to provide continuing roof consultant services for a project known as the Continuing Contract.

3. That the undersigned firm has furnished the Board of County Commissioners of Brevard County, Florida a detailed analysis of the cost of the continuing roof consultant services required for the project.

4. That the wage rate information and other factual unit costs which the undersigned firm furnished were accurate, complete and current at the time the undersigned firm and the Board of County Commissioners of Brevard County, Florida entered into the Agreement for continuing roof consultant services on the project.

5. That the Agreement which the undersigned firm and the Board of County Commissioners of Brevard County, Florida entered into on this project contained a provision that the original Agreement price and any additions thereto shall be adjusted to include any significant sums by which the Board of County Commissioners of Brevard County, Florida determines the Agreement price was increased due to inaccurate,



incomplete or non-current wage rates or other factual unit costs and that all such Agreement adjustments shall be made within one (1) year following the end of the Agreement.

FURTHER AFFIANT SAYETH NAUGHT.

ARCHITECTS RZK, INC.

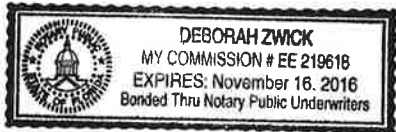
By: _____

The foregoing instrument was acknowledged before me by John C. Zwick who has produced _____ as identification or is personally known to me.

WITNESS my hand and official seal in the State and County last aforesaid this day of 2011. FEBRUARY 15, 2016

(SEAL)

Signature



Notary Name (typed or printed)

ATTACHMENT "C"

PUBLIC ENTITY CRIME AFFIDAVIT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

CONTINUING ROOF CONSULTANT SERVICES AGREEMENT

This is an Agreement entered into this ____ day of _____ 2016, by and between **BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, hereinafter referred to as COUNTY and **A/R/C ASSOCIATES, INC.**, a corporation under the laws of the State of Florida, hereinafter referred to as CONSULTANT.

WHEREAS, the County has a need for architectural and engineering firm to provide roofing consulting services for various projects valued up to \$2,000,000;

WHEREAS, the County issued a competitive RFQ to solicit firms interested in providing such services;

WHEREAS, CONSULTANT herein submitted a response determined to be responsive and responsible and was further selected to provide such services.

For and in consideration of the mutual agreement hereinafter contained, the COUNTY hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide continuing roof consultant, moisture intrusion and building envelope design services as prescribed herein.

SECTION 1 - GENERAL IDENTIFICATION OF SERVICES

Services to be provided by the CONSULTANT under this Agreement, depending on the project, may include:

- A. Peer review of design documents and recommendations to improve roof design(s) and building envelope systems by preventing leaks and minimizing warranty issues;
- B. Full design services for roof, moisture intrusion and building envelope system repairs and/or replacements on County facilities;
- C. Consult and inspect existing roofs, and identify any issues/problems related to moisture intrusion, mold, and the building envelope system and provide recommendations to correct deficiencies, as well as



- cost estimates and schedules when required;
- D. Consult on building envelope systems issues and provide recommendations to correct deficiencies, as well as cost estimates and schedules when required;
 - E. Consult on building envelope systems during construction to ensure compliance with manufacturer's criteria and specifications, as well as with Consultant plans and specifications;
 - F. Pre-qualify roof contractors to meet manufacturer's warranty installation requirements, and other County qualification requirements;
 - G. Provide reports on all above as required;
 - H. Any other consultant services needed of roof consultant related to moisture intrusion, mold, or building envelope system that may be requested by Brevard County;
 - I. Building envelope systems are defined as slab on grade/below grade construction, structural and non-structural exterior walls, and fenestration/wall opening/flashing components;
 - J. Peer review of building envelope systems may include topics such as structural/wind resistance, water penetration, air infiltration, condensation resistance, differential movement, energy conservation, sound attenuation, fire resistance, security performance, durability, economy and maintainability, as well as sustainability.

All continuing roof consultant services provided by the CONSULTANT for the COUNTY shall be identified in a detailed Proposal format. Proposals shall entail a description of services to be performed, a statement of fees, proposed schedule for compensation, a projected schedule for completion of the work, and any other terms or conditions, specific to the Work Order to be performed by the CONSULTANT.

The County's scope of services will be determined on a per project basis and based on negotiated hourly rates per Attachment "A". If the parties cannot agree to the services/fees for the project, the County reserves the right to contract with any other



consultant for that project's services. A Proposal shall not give rise to any contractual rights until approved by the COUNTY in the form of a written Notice to Proceed signed by an authorized representative of the Board of County Commissioners. The written Notice to Proceed and specific Proposal, as approved by the COUNTY, shall together constitute an addendum to this Agreement. A Purchase Order will be obtained by the COUNTY and provided to the CONSULTANT on a project by project basis.

SECTION II - COUNTY OBLIGATIONS

The COUNTY shall furnish to the CONSULTANT, upon request, any data available in the COUNTY'S files pertaining to the work to be performed under this Agreement.

SECTION III - CONTINUING ROOF CONSULTANT SERVICES

Upon receipt of Notice to Proceed, CONSULTANT agrees to perform continuing roof consultant services associated with the requested work in accordance with the negotiated terms of the applicable Proposal, and in accordance with accepted professional standards and practices. The CONSULTANT agrees to correct any errors and omissions and prepare any revisions which may be required because plans and/or specifications were found defective, without any increase in price. This remedy shall be cumulative to all other remedies available under law.

In connection with continuing roof consultant services to be rendered pursuant to this Agreement, the CONSULTANT further agrees to:

- A. Maintain an adequate staff of qualified personnel.
- B. Comply with federal, state and local laws applicable to the work.
- C. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.
- D. Cooperate and coordinate with other COUNTY consultants, as directed by the COUNTY.
- E. Report the status of the work to the COUNTY upon request and hold pertinent data, calculations, field notes, records, sketches and other projects open to the inspection of the COUNTY or its authorized agent at any time.



- F. Submit two (2) copies for COUNTY review any design computations, sketches and other data representative of the work's progress at the percentage stages of completion. Submit two (2) copies for COUNTY approval the final work product upon incorporation of any modifications requested by the COUNTY during any previous review. Any COUNTY approval of the CONSULTANT'S plans, design and/or specifications shall not be deemed to diminish the CONSULTANT'S responsibility.
- G. Confer with the COUNTY during the further development and implementation of improvements for which the CONSULTANT has provided design or other services.
- H. Interpret plans and other documents, correct error and omissions and prepare any necessary plan revisions not involving change in the scope of work required, at no additional cost.
- I. Prior to final approval of the work by the COUNTY, conduct and complete a preliminary check of any construction documents through any review committee, third party consultant or any county, city, state or federal agency from which a permit or other approval is required. Any approval obtained from the COUNTY or any other agency shall not be deemed to diminish or discharge the CONSULTANT'S responsibility provided for in this Agreement.
- J. The Consultant shall provide to the County their Federal Tax ID Number, or, if the Consultant is a sole proprietor, a Social Security Number.

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- A. Hourly Rate - the CONSULTANT shall be compensated at the attached Hourly Rate Schedule (Attachment "A") for each hour of time engaged directly in the work. The CONSULTANT will provide a detailed breakdown for hours spent for the peer review process and hours spent for construction monitoring.
- B. Lump Sum Fee - The fee for any requested portion of work may, at the option of the COUNTY, be a lump sum mutually agreed upon by the COUNTY and the CONSULTANT and stated in the written Proposal.
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Upon receipt of satisfactory back up materials, the CONSULTANT will be compensated for such reimbursable expenses on a direct cost basis. Such expenses may include:

- 1. Expenses for document/plan reproduction (in excess of four (4) signed/sealed sets for permitting);
- 2. Expenses for travel, transportation and subsistence outside the County limits, on a direct cost basis or as allowed by law. Mileage will be invoiced at the prevailing rate set forth by the County (.54¢ per mile).

- D. At least thirty (30) days prior to each anniversary date of this Agreement either party may request an adjustment to the rates provided for herein to apply in the forthcoming year. Failure of the parties to agree on a new rate shall constitute a basis for issuing a Notice of Termination by the COUNTY. Any proposed change in rates by the CONSULTANT shall be subject to the prior approval of the COUNTY.
- E. In the event CONSULTANT experiences any delay resulting from circumstances beyond its control, or a change in the scope of work which will result in an increase or decrease in a Proposal's price or time, CONSULTANT shall provide immediate notice to the COUNTY for consideration of additional compensation or time. Additional compensation shall be limited to direct costs resulting from the delay or change in work as provided in Section V of this Agreement.

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Subject to the COUNTY'S right to withhold any amounts reasonably necessary to complete or correct defective or substandard work, the COUNTY shall make monthly payments or partial payments to the CONSULTANT for all authorized work performed during the previous calendar month in accordance with Section 218.70, et. seq., Florida Statutes, the "Florida Prompt Payment Act."

- A. The CONSULTANT shall submit signed invoices to the COUNTY.
- B. The amount of each invoice submitted shall be the amount due for all services performed to date in connection with authorized work, as certified by the CONSULTANT. Each invoice shall include any prior authorized reimbursable expenses and must reference the particular Purchase Order which authorized the services performed. The invoice shall be accompanied by copies of invoices for reimbursable expenses.
- C. Invoices for work other than lump sum shall include a breakdown for each

part of the work billed for each item and personnel as identified in Attachment "A". Copies of all invoices paid by the CONSULTANT for expenses shall be included with the CONSULTANT's invoice.

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The COUNTY shall have the sole right to determine on which units or sections of the work the CONSULTANT shall proceed with and in what order. Should a Proposal revision affect a change in scope, cost, or schedule, the CONSULTANT shall submit such revisions for review and, if warranted, approval by the COUNTY in writing.

SECTION VIII - RIGHT OF DECISIONS

All services shall be performed by the CONSULTANT to reasonable professional standards and practices and to the reasonable requirements of the COUNTY. COUNTY staff shall decide and dispose of all claims, questions and disputes arising under this Agreement. Such determination shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event the CONSULTANT does not concur with the decisions of the COUNTY, within ten (10) calendar days after determination by COUNTY staff, the CONSULTANT shall present any such objections in writing to COUNTY staff and, upon request, any adverse determination shall be referred to an appeal board comprised of a representative of the County Attorney's Office, County Manager and the Facilities Department Director for review and disposition at a hearing to be held within ten (10) calendar days after receipt of the appeal. This paragraph does not constitute a waiver of either party's right to proceed in a court of competent jurisdiction, provided that prior to filing any suit the CONSULTANT goes through the appeal process established in this Agreement and provided further that the CONSULTANT strictly abides by the ten day time deadline set forth in this paragraph.

SECTION IX - OWNERSHIP OF DOCUMENTS

All reports, tracings, plans, specifications, maps, contract documents and/or

other work products developed by the CONSULTANT pursuant to this Agreement shall remain the property of the CONSULTANT. The COUNTY retains the right of use of these documents at their own risk. When each individual section of work requested pursuant to this Agreement is complete, all of the above work products shall be delivered to the COUNTY for its use.

SECTION X - REUSE OF DOCUMENTS

The CONSULTANT may not reuse plans, specifications or reports specifically developed by the CONSULTANT for the COUNTY without express written permission from the COUNTY.

No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Agreement shall be subject to copyright by Grantee in the United States or any other country.

SECTION XI - NOTICES

Any legal notices from the CONSULTANT to the COUNTY shall be considered delivered when posted by certified mail or delivered in person to the COUNTY, Attention: Mary Bowers, Support Services Manager, Brevard County Facilities Department, 2725 Judge Fran Jamieson Way, Building "A", Viera, Florida 32940.

Any legal notices from the COUNTY to the CONSULTANT shall be considered delivered when posted by certified mail to the CONSULTANT at the last address left on file with the COUNTY or delivered in person to said CONSULTANT or the CONSULTANT'S authorized representative.

SECTION XII - AUDIT RIGHTS

The COUNTY reserves the right to audit the records of the CONSULTANT related to this Agreement at any time during the prosecution of the work included herein and for a period of three (3) years after final payment is made. The CONSULTANT agrees to provide copies of any records necessary to substantiate payment requests to the COUNTY as may be requested by the COUNTY, at 1.1 times the cost of reproduction,

plus labor to make such copies.

SECTION XIII - SUBCONTRACTING

The CONSULTANT shall not subcontract, assign, or transfer any work under this Agreement without the written approval of the COUNTY. When applicable, the CONSULTANT shall cause the names of any subcontracted firms responsible for major portions (or separate specialty) of the work to be inserted in the pertinent documents or data.

SECTION XIV - CONTINGENT FEES

The CONSULTANT represents that no person or company, excepting a bona fide employee, was employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, any fee commission, contribution, donation, gift or any other consideration, contingent upon, or resulting from award of this Agreement. For any breach or violation of this provision, the COUNTY shall have the right to terminate this Agreement, without liability, and, at its discretion, to deduct from the contract price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any damages and shall be responsible for reporting the details of such breach or violation to the proper legal authorities where and when appropriate.

SECTION XV - TERMINATION/MODIFICATION OF AGREEMENT

- A. The CONSULTANT may terminate this Agreement for any reason upon thirty (30) days written notice, provided that any outstanding approved Work Order, upon which an Authorization to Proceed has been issued, is completed by the CONSULTANT.
- B. The County may terminate this Agreement for any reason, for its convenience, upon thirty (30) days written notice. In the event of termination by the COUNTY, the COUNTY's sole obligation to the CONSULTANT shall be payment for those portions of satisfactorily,



completely performed work previously authorized by approved Proposal. Such payment shall be determined on the basis of hours of work performed by the CONSULTANT and agreed upon by the COUNTY up to the time of termination. In the event of such termination, the COUNTY may, without penalty or other obligation to the CONSULTANT, elect to employ other persons to perform the same or similar services.

- C. The terms of this Agreement may be modified upon the mutual agreement of the CONSULTANT and the COUNTY as confirmed in writing.
- D. In the event that the CONSULTANT changes his name, merges with another company, becomes a subsidiary or makes other substantial change in structure or in principals, the COUNTY reserves the right to terminate this Agreement subject to the terms prescribed above.

SECTION XVI - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of one (1) year after its date of execution, although actual completion of services hereunder may extend beyond such term, unless this Agreement is terminated by mutual consent of the parties as otherwise provided herein. The performance of specially and properly authorized projects may extend beyond the Agreement's one-year effective term and shall be compensated in accordance with Section IV hereof. In addition, subject to the COUNTY'S sole discretion, if no change in Attachment "A" is proposed, this Agreement may be extended in one (1) year increments for up to three (3) years beyond the initial one (1) year period of the Agreement only if no change in price is proposed by the CONSULTANT under Paragraph 5D above.

SECTION XVII - DEFAULT

In the event the CONSULTANT fails to comply with the provisions of this Agreement, the COUNTY may declare the CONSULTANT in default by written notification. In the event partial payment has been made for continuing roof consultant

services not completed, the CONSULTANT shall return any sums due to the COUNTY as a result of CONSULTANT'S default within ten (10) days after notice and demand that said sums are due. The CONSULTANT shall not be compensated on a percentage of any deficient continuing roof consultant services which have been performed at the time the COUNTY declares a default. The COUNTY shall pay for that portion, if any, of the performed work which is used or useful by any other consultant retained by the COUNTY to finish the work to the extent that the COUNTY does not incur additional costs over those set forth in the CONSULTANT's canceled Purchase Order.

Any default by the COUNTY for causes which are later determined to be invalid shall be considered a termination by the COUNTY for convenience and compensated as provided in Section XV.

SECTION XVIII - INDEMNIFICATION AND INSURANCE

The CONSULTANT shall provide the following described insurance policies with insurers acceptable to the COUNTY. The CONSULTANT shall provide and maintain at all times during the terms of the Agreement, without cost or expense to the COUNTY, policies of insurance generally known as comprehensive general liability policies, and professional errors and omissions liability coverage. These policies of insurance shall cover the CONSULTANT for any and all claims, demands, and expenses whatsoever, including defense and causes for action for general damages, bodily injury and property damage arising out of or to the extent caused by negligent acts, errors or omissions of the CONSULTANT. Said policies shall provide limits in the amount not less than \$1,000,000.00 per occurrence to cover any and all claims arising in connection with any particular accident or occurrence. Said policies shall be endorsed to name the County, its officers and employees as additional insured and to provide the County with thirty (30) days advance written notice of its cancellation or of any changes.

The CONSULTANT shall provide and maintain Workers' Compensation insurance (for statutory limits) for all workers to provide services under the scope of this

Agreement. The COUNTY shall be entitled to thirty (30) days written notice of any changes or cancellations of said policies. These insurance requirements shall not relieve or limit the liability of the CONSULTANT. The COUNTY does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the CONSULTANT'S interests or liabilities, but are merely minimums.

The CONSULTANT agrees to indemnify, defend and hold the COUNTY harmless against any and all claims, causes of action or liability for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom to the extent caused by negligent acts, errors or omissions of the CONSULTANT. The CONSULTANT agrees to indemnify and pay on behalf of the COUNTY the cost of the COUNTY'S legal defense of all claims described herein. Such payment on behalf of the COUNTY shall be in addition to any and all other legal remedies available to the COUNTY and shall not be considered to be the COUNTY'S exclusive remedy. It is agreed by the parties hereto that specific consideration has been paid under this Agreement for this hold harmless provision.

SECTION XIX - QUALITY CONTROL

The CONSULTANT shall provide a high level of quality control and accuracy. The COUNTY may request additional data collection or re-analysis of data at no expense to the COUNTY. If the original data collected and/or the data analysis is found to be accurate and reasonable, the CONSULTANT shall be compensated for the additional work in accordance with Section IV of this Agreement.

The CONSULTANT acknowledges that the COUNTY will periodically evaluate the CONSULTANT'S performance and that the evaluation will be used by the COUNTY in determining the CONSULTANT'S qualifications for future contracts with COUNTY.

SECTION XX – NON DISCRIMINATION

Non-discrimination: Respondent shall not discriminate as to race, sex, color, creed, handicap or national origin in the operations conducted under this engagement.

SECTION XXI - NON EXCLUSIVE AGREEMENT

The parties acknowledge that this Agreement is not an exclusive Agreement and the COUNTY may employ other engineers, professional or technical personnel to furnish services for the COUNTY, as the COUNTY, in its sole discretion, finds is in the public interest.

The COUNTY reserves the right to assign such work to the CONSULTANT as it may approve in the sole discretion of the COUNTY.

SECTION XXII - TRUTH IN NEGOTIATIONS

In accordance with the provisions of Chapter 287.055, Florida Statutes, the CONSULTANT agrees to execute a truth-in-negotiations certificate (Attachment "B") and agrees the original contract price and any additions may be adjusted to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

SECTION XXIII - INTEREST OF MEMBERS OF DISTRICT AND OTHERS

No officers, members or employees of the COUNTY, and no members of its governing body, and no other public official of the governing body of the locality or localities in which services for the facilities are situated or carried out, who exercised any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects their personal interest, or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION XXIV - INTEREST OF CONSULTANT

The CONSULTANT covenants that it presently has no conflict of interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required to be performed under this Agreement. The CONSULTANT further covenants that in the performance of this Agreement no person having any such interest shall be employed.



The Consultant shall perform the services under this Agreement as an independent Consultant and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the Consultant or any of its agents or employees to be the agent, employee or representative of the County.

SECTION XXV - ENTIRETY OF AGREEMENT

This writing, together with Proposals and signed Notices to Proceed that may follow, embody the entire Agreement and understanding between the parties hereto, and there are not other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein.

No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties hereto as an addendum to this Agreement, or as specifically prescribed in a Proposal.


SECTION XXVI – VENUE, ATTORNEYS FEES

In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney’s fees and costs.

This Agreement shall be governed, interpreted and construed according the ordinances and laws of Brevard County and the State of Florida. Any action brought to enforce the terms or litigate the terms of this Agreement shall be brought in Brevard County, Florida.

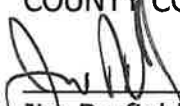
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

ATTEST:



Scott Ellis, Clerk

BREVARD COUNTY BOARD OF
COUNTY COMMISSIONERS:



Jim Barfield, Chair
As Approved By the Board: 8/18/2015

WITNESS:

By: June Chapel

A/R/C Associates, Inc.

By: John Miller

James J. Williams



[Handwritten mark]

ATTACHMENT "A"

**CONTINUING ROOF CONSULTANT SERVICES AGREEMENT
NEGOTIATED STANDARD HOURLY RATE SCHEDULE**

POSITION	HOURLY RATE *
Principal	\$ 137.17
Project Architect/Manager	\$102.00
Outside Consultant	\$114.83
Quality Assurance/Construction Admin/Field	\$ 88.33
CAD Designer/Operator/Technician	\$ 70.53
Clerical/Admin/Word Processing	\$ 47.00



ATTACHMENT "B"

TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT

STATE OF FLORIDA §
COUNTY OF §

Before me, the undersigned authority, personally appeared Affiant who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth-In-Negotiation Certificate pursuant to Section 287.055(5) of the Florida Statutes for the undersigned firm to receive an Agreement for continuing roof consultant services with the Board of County Commissioners of Brevard County, Florida.

2. That the undersigned firm is a corporation which engages in furnishing roofing consultant services and is entering into an Agreement with the Board of County Commissioners of Brevard County, Florida to provide continuing roof consultant services for a project known as the Continuing Contract.

3. That the undersigned firm has furnished the Board of County Commissioners of Brevard County, Florida a detailed analysis of the cost of the continuing roof consultant services required for the project.

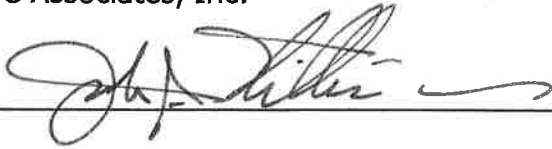
4. That the wage rate information and other factual unit costs which the undersigned firm furnished were accurate, complete and current at the time the undersigned firm and the Board of County Commissioners of Brevard County, Florida entered into the Agreement for continuing roof consultant services on the project.

5. That the Agreement which the undersigned firm and the Board of County Commissioners of Brevard County, Florida entered into on this project contained a provision that the original Agreement price and any additions thereto shall be adjusted to include any significant sums by which the Board of County Commissioners of Brevard County, Florida determines the Agreement price was increased due to inaccurate,

incomplete or non-current wage rates or other factual unit costs and that all such Agreement adjustments shall be made within one (1) year following the end of the Agreement.

FURTHER AFFIANT SAYETH NAUGHT.

A/R/C Associates, Inc.

By: 

The foregoing instrument was acknowledged before me by who has produced _____ as identification or is personally known to me.

WITNESS my hand and official seal in the State and County last aforesaid this day of 5th of Feb 2011. 2016

(SEAL)


Signature

JOYCE A. CHAPELL
Notary Name (typed or printed)





ATTACHMENT "C"

PUBLIC ENTITY CRIME AFFIDAVIT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.



**CONTRACT FOR SERVICES
BETWEEN
TRANE US, INC.
AND
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**

THIS CONTRACT by and between the **Board of County Commissioners of Brevard County, Florida**, a political subdivision of the State of Florida (hereinafter the "County"), and **Trane US, Inc.**, a business having its primary business location at 2301 Lucien Way, Suite 430, Maitland, Florida 32751 (hereinafter the "Service Company" or "Contractor").

WHEREAS, the County issued RFP #P-6-16-02 seeking a qualified HVAC contractor to provide heating, ventilation and air conditioning services;

WHEREAS, Trane submitted a response to the solicitation for such services;

WHEREAS, Trane's response has been reviewed as determined to be a responsive and responsible response and was deemed to be the most qualified submission.

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1.0 DEFINITIONS

The following words and phrases, when used in this Contract shall have the following meanings:

- "COUNTY" shall mean THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA or its duly appointed representative.
- "OWNER" shall mean THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA.
- "SERVICE COMPANY" shall mean TRANE US, Inc.
- "FACILITY" shall mean any building owned or leased by the COUNTY.
- "PROJECT MANAGER" shall mean the Service Company's chief coordinator for all work under this proposal and who normally oversees all proposal operations and makes final decisions, etc.
- "WORK" shall mean the completed services required by the project and contract documents.
- "CONTRACT DOCUMENTS" consist of each and every one of the following: all specifications and terms and conditions, all addenda heretofore issued, purchase order, and contract completion form.
- "MATERIALS" shall mean all items and services used in the execution and completion of repairs and installation services, including all installed parts and equipment. This includes any and all large rental equipment that would normally not be owned by individual vendors. This excludes (except when pre-approved by Owner) standard tools and machinery normally used in the industry.
- "RESPONSE" shall mean having a trained and qualified technician physically go to the site and evaluate services required in order to perform work within the designated time.

- "SUB-CONTRACT LABOR" shall mean other labor required whereby required specialization is not part of Service Company's employee workforce.
- "INSTALLER AND SERVICE MECHANIC" shall mean the Service Company's field-based representative (trained and qualified) who normally works independent from supervision, takes general instructions from the Foreman, is licensed and/or approved to complete HVAC installation and/or service work, and directs work of apprentices and helpers, etc.

2.0 **CONTRACT BASIS**

This Contract is based on the Brevard County Board of County Commissioners Request for Proposal (RFP) Number #P-6-16-02 for HVAC services dated and the Proposal provided by **TRANE US, INC.** dated December 30, 2015.

Any subsequent clarification letters and change orders will become part of the Contract.

3.0 **SCHEDULED MAINTENANCE**

Maintenance intervals will be determined by equipment run time, application, location, maintenance experience, and manufacturer's specifications, unless otherwise required. The detailed maintenance schedules are listed in the Brevard County Board of County Commissioners RFP #P-6-16-02. When there is a conflict between the RFP and TRANE US, Inc. (Service Company's) Proposal, the RFP will prevail.

3.1 The overall scope of the HVAC system maintenance and repair services performed by the Service Company shall include, but not be limited to, labor, supervision, materials, parts, tools, transportation, fuel and each and every item required to perform the preventative maintenance repair and installation services of the following systems and their components: Heating Systems, Ventilating Systems, Air Conditioning Systems and related HVAC Controls as required and directed by the County. All maintenance and repairs shall be performed in accordance with manufacturer's recommendations to meet manufacturer's performance requirements. This shall include the following equipment and parts:

- 3.1.1 **Chillers**: Air to water/water to water type chillers with scroll, reciprocating or centrifugal compressors including all parts of the chiller unit from the entering water flange to the leaving water flange including all chill water pumps, flow switches, air separators, controls, condenser and chill water isolation valves and chill water make-up valve.
- 3.1.2 **Cooling Towers- All Types**: Provide complete maintenance, service and repairing of mechanical parts of cooling tower, cooling tower fans, fan motors, fan drives, cooling tower isolation valves, makeup water float, valve assemblies, pumps, and any other equipment or controls needed for proper cooling tower operation, including the tower water temperature control
- 3.1.3 **Air Handlers/Condensing Units**: All equipment related to split systems, package units and OA units.
- 3.1.4 **Thermal Energy Storage Systems (TES)**: All equipment related to ice storage systems.
- 3.1.5 **Building Automation Systems (TRANE Tracer Tracker SC)**: All equipment related to front end building control units (BCU). All PCM, UPCM, UCM, programming and all other control equipment related to the BAS system including updates and upgrades.

- 3.1.6 **Variable Air Volume (VAV)**: All equipment related to VAV boxes including calibration.
- 3.1.7 **Motors and Belts**: All motors related to the chillers, air handling units (AHU's), Thermal Energy Storage Systems, cooling towers and building exhaust fans.
- 3.1.8 **Pumps**: All pumps related to the chiller air handling units (AHU's), Thermal Energy Storage Systems and the cooling tower. Standard pumps as well as pumps controlled by VFD.
- 3.1.9 **Fans**: All fans related to chiller cooling towers, air handling units (AHU's), outside air, and building exhaust systems.
- 3.1.10 **Boilers**: To include all boilers which supply re-heat for HVAC systems, all heating boilers, "hot water and steam". All parts of boiler from the entering water flange to the leaving water flange (to include all heating circulating pumps, flow switches, controls and boiler make-up water valves/float).
- 3.1.11 **Freon Monitors**: All Freon monitoring devices will be included in this contract. This applies to all buildings with Freon gas monitoring devices. To include repairs as well as monitoring chiller equipment room condition.
- 3.1.12 **Insulation**: Insulation removed during repairs of chiller/heating equipment will be re-insulated by the contractor.
- 3.1.13 **VFD's and Starters**: All VFD's and starters related to applicable equipment list shall be covered under this contract.
- 3.1.14 **Energy Management Systems (EMS)**: All portions of the EMS shall be included such as control panels, sensors, transducers, relays, etc. shall be covered under this contract.
- 3.1.15 **Filters**: Provide and install as a minimum 30% efficiency and pleated filters. Filters must be changed within a maximum of ninety (90) days or three (3) months between changes. Filters on fresh air intakes must be changed monthly. Each filter, when changed, must have the change date written on the filter.
- 3.1.16 **Trane ES Server**: All support, updates and upgrades to maintain server.
- 3.1.17 **Monthly Meetings**: Contractor will meet monthly with Facilities Team to review service over previous month along with any new business.

3.2 The objectives of this Contract are as follows:

- 3.2.1 To operate and maintain the chillers and related equipment in County facilities in accordance with manufacturer's recommendations and requirements at the highest possible standard at an acceptable cost.
- 3.2.2 To provide related services highly responsive to the needs of the County and its employees and visitors.
- 3.2.3 Long range changes in operation philosophy, schedules and the existing preventative maintenance program shall be mutually agreed to by the County and the Service Company. The County reserves the right to make all final decisions related to systems operations, schedules or the preventative maintenance programs.

4.0 **PREVENTATIVE MAINTENANCE SPECIFICATIONS**

- 4.1 The Service Company shall provide all supervision, labor, materials, equipment, supplies and parts to operate in a first class condition, on a continuous basis, all equipment listed on attached list. A list of the minimum equipment maintenance expectations is included as "Preventative Maintenance Minimum Requirements".

4.2 Preventative maintenance includes inspections, lubrication, tests, adjustments, and corrective maintenance tasks. The Service Company shall control scheduling at agreed upon intervals for preventative maintenance and task functions to be performed by both calendar periods and operating hours as applicable to each piece of equipment. The Service Company shall schedule preventative maintenance tasks by computer to assure a uniform and detailed method of scheduling work. A copy of this schedule will be sent to the County Representative

- 4.2.1 Maintenance intervals will be determined by equipment run time, application, location and manufacturer's specifications.
- 4.2.2 Preventative maintenance performed under this Contract is designed to minimize the incidence of emergency situations; however, back up emergency service will be provided 24 hours a day to minimize down time inconvenience.
- 4.2.3 All of the manufacturer's recommendations are to be followed. The County Representative must approve any amendments.
- 4.2.4 Component Replacements: The Service Company will replace worn, failed or doubtful components and parts. These replacements will be of like or current design to minimize system depreciation and obsolescence.
 - A. A component may be repaired or replaced in advance to prevent a system failure.
 - B. Refrigerant.
 - C. Components, parts, supplies, and refrigerant shall be included in the monthly preventative maintenance fee.

5.0 REPAIR MAINTENANCE SPECIFICATIONS

- 5.1 The Service Company shall provide all supervision, labor, materials, supplies and parts to repair and maintain in a first class condition, on a continuous basis, all equipment listed on *Price Sheet* in **Attachment A**. If the material costs to repair a major unit exceed fifty percent (50%) of the replacement costs for the unit, the County has the option of replacing the unit and paying the difference of a new unit. The Service Company will inform the County Representative when this situation occurs and the County Representative will decide whether to repair or replace.
- 5.2 Repair maintenance includes repairs and adjustments of equipment in response to conditions discovered during performance of preventative maintenance, equipment breakdown/improper operation, or occupant complaint. Repair work orders will be generated as required to respond to problems as they occur. Except in response to occupant complaints or safety requirements, repair work orders shall be scheduled for completion depending on priority, availability of parts, workload, and convenience of occupants. Repair maintenance involving safety consideration or possible damage shall be responded to immediately.
- 5.3 To ensure timely repairs for normal and emergency situations, the Service Company shall maintain, or have access to, an adequate inventory of replacement parts for equipment under this contract. If repairs cannot be accomplished within twenty four (24) hours of system failure, the Service Company shall provide temporary cooling. The Service Company will have access to; delivery and setup of portable air chillers at an additional cost to the owner. Service Company will verify size of temporary air conditioning

appropriate for given space. The Service Company shall obtain authorization from Owner or designee prior to setup of portable air conditioning.

5.4 The Service Company shall furnish and install all materials, parts, and supplies required for repairs.

5.5 Service Repair, Installation Requests: The Service Company shall process written routine requests for repair/installation services in accordance with existing work order system. Service Company personnel shall notify the County of any malfunction or any other abnormal or unusual condition discovered.

5.5.1 Each service/work request shall be logged and acknowledged. Formal work orders will be prepared for each service/work request received. The Service Company Project Manager shall be aware of the status of all work orders. The work orders will include all items in the work request, priorities, identification of charges, time and materials used, starting and completion dates, and any other pertinent data. Job completion data will be reported to the County Representative.

5.5.2 **Service Desk:** The Service Company shall operate during normal work hours (8:00 am to 5:00 pm) a service desk to receive all calls including complaints, repair requests, and service requests. The Service Desk will create work orders for all calls and forward the work orders to the appropriate personnel for response. The Service Company shall distribute, complete and close such work orders.

5.5.3 **Response Time:** Occupant comfort and satisfaction is of paramount importance. Any occupant call requesting service or registering a complaint for non-emergency work must be responded to within eight (8) hours, but not exceed twenty-four (24) hours of initial receipt of call. Emergency response time for repair maintenance shall be responded to within two (2) hours. If for any reason the request cannot be resolved within the same workday, Facilities Work Control and area supervisor will be notified of the delay and will be given a reasonable time when the work shall be completed. Work Control will notify occupants as appropriate. Any second call for service/complaint shall be elevated to the Service Company's Project Manager.

6.0 SERVICE COMPANY RESPONSIBILITIES (ALL SERVICES)

6.1 Computerized Maintenance Management System: The Service Company shall use a computerized maintenance management system to manage and track all work. All preventative maintenance work orders shall be printed, distributed to Owner, completed, and closed out by the Service Company.

6.2 Warranty Administration: The Service Company shall administer, coordinate, and enforce all warranties provided by contractors, vendors, and equipment suppliers. The Service Company shall perform all work such that all warranties are maintained in full force and effect.

6.3 Reports: In order to account for all of its services, the Service Company will submit reports as required by the County and keep a service log at each equipment location. The service log shall state the date, time, service technician and description of all services rendered. The Service Company shall submit a proposed service log format for the County's approval upon its execution of the

Contract. Owner shall approve the format and contents of the service log prior to use. A monthly schedule for preventive maintenance and installation repairs will be submitted to the County Representative by the 5th of each month.

6.4 Refrigerant Status Report: A Refrigerant Status Report shall be executed every time refrigerant is added to or removed from any equipment under this Contract. This form shall comply with EPA guidelines in form and content. One copy of each form shall be given to the Facilities Department, one copy left in the jobsite maintenance log, and copies retained at the Service Company office.

6.5 Monthly Status Meeting: Contractor will meet monthly with Facilities Team to review service over previous month along with any new business.

6.6 Supervision of Work by Service Company:

- 6.6.1 The Service Company shall supervise and direct the work, using professional best skill and attention. The Service Company shall be responsible for assigning appropriately qualified personnel for the specified work.
- 6.6.2 The Service Company shall be responsible to the County for the acts and omissions of its employees, subcontractors, and their agents and employees, and other persons performing any of the work under a contract with the Service Company.
- 6.6.3 The Service Company shall designate a project manager to act on its behalf that shall be responsible for matters pertaining to the Service Company's performance of services and shall have authority to accept service of all notices which the County desires to serve, or which are required by this Contract to be served on the Service Company. The Service Company shall advise the County in writing of the name, address and telephone number of such designated representative and of any change in such designation.
- 6.6.4 The Service Company's working project manager must be available to County management during designated working hours and available through a cell phone or paging system during non-working hours to ensure problems, working conditions, complaints, coordination and any other necessary matters in connection with the work are satisfactorily attended to. The Project Manager must have the ability and authority to act for the Service Company in matters relating to the Contract.

6.7 Scheduling of Work

6.7.1 The Service Company will make every effort to complete its assigned tasks without disruption to employees. The normal working hours for most County offices are 8:00 a.m. to 5:00 p.m. Monday through Friday.

6.7.2 Emergency Service Requests may be initiated both during and after normal business hours. The Service Company shall, within two (2) hours' notice, meet the County personnel (if necessary) at the job sites, review the scope of work, proceed with work without delay and in general be responsive to the emergency request. If for any reason the request cannot be resolved within the same work day, Facilities Work Control will be notified of the delay in repair. No additional payment will be made to Service Company due to emergency repair requests except for the following:

If Service Company is required to make emergency calls to respond to or repair damage caused by extrinsic forces such as floods, fire, misuse, negligence, vandalism, elements, lighting, single phasing, riots, strikes, labor troubles, civil commotion of any kind, or any reason or event beyond Service Company's reasonable control, Owner shall be separately billed for such time and expense.

6.8 To facilitate contract administration and inspection by the Owner's representative, the Service Company shall:

- 6.8.1 Ten (10) days prior to the Contract starting date, submit in writing to the Owner's representative(s) the names of at least two (2) representatives, each of whom is authorized to act for the Service Company in every detail. The Service Company's representatives, their location, and their availability must be satisfactory to the Owner's representative(s). The Service Company's representative(s) must be available to meet with Owner's representative(s) during the Owner's work hours as necessary.
- 6.8.2 Ten (10) days prior to commencement of the Contract, the Owner's representative(s) and the Service Company shall meet, review and have approved the total workload, scheduling of preventative maintenance, and the methods proposed by the Service Company.
- 6.8.3 Service Company shall be required to provide a Personnel Manning Report to the Owner's representative indicating the number and names of persons assigned to respective areas at facilities and the minimum required man-hours to accomplish assigned tasks. Changes in established man-hours must be provided to the Owner's representative.

6.9 Service Company's Employees

- 6.9.1 The Service Company shall employ a sufficient number of qualified personnel and schedule such personnel for sufficient hours to accomplish all daily tasks set forth in the schedule provided by the Service Company and to meet to the quality standards set forth in the recommended standards of the RFP and Response. Where work is not performed or accomplished in accordance with the standards, the deduction criteria will be used by the County in determining deductions for non-performance of work or for work below quality standards. The Service Company has the prerogative to either increase the number of employees on the job, or extend the work hours of the shift to ensure compliance with the Contract specifications, neither of which shall increase the Contract cost.
- 6.9.2 The Service Company shall keep and have available for review by the Owner's representative the records identified below for each employee:
 - 6.9.2.1 Employee Name, Social Security Number, Date of Birth, Home Address and Phone Number.
 - 6.9.2.2 Employee Work Classification(s).
 - 6.9.2.3 Any and all Service Company employees will display a Facilities Department issued badge at all times and company uniform displaying company name when on Brevard County property.
 - 6.9.2.4 The Service Company shall account for all time its personnel spends on Brevard County premises and keep records of work

actually performed by the Service Company and the amount of time spent on such work. Such time records shall be submitted by the Service Company to the County for approval each Monday morning for the previous week's work.

6.9.2.5 Unusual occurrences: Any unusual occurrence, such as major equipment failures, accidents, injuries to persons, or job actions shall immediately be communicated to the County.

6.10 Personnel and Equipment

- 6.10.1 Vehicles and Technicians: Service Company shall provide evidence of the number of service vehicles and technicians that operate in the service area to be available to perform work at various County facilities.
- 6.10.2 The Service Company shall have sufficient number of personnel, materials, transportation and an adequate inventory of parts, tools and equipment to perform work at the job site. The Service Company shall be held responsible for the on-site supervision, scheduling, storage, receiving and placement of materials; cleanup of work site.
- 6.10.3 The personnel employed by the Service Company at the County facility will at all times remain the employees of the Service Company. No relationship of "employee to employer" exists or will be allowed to exist between the Service Company's employees and the County.
- 6.10.4 All employees of the Service Company assigned to duties must be acceptable to the County. The County reserves the right to prohibit any given employee of the Service Company from performing work under this Contract should there be any concerns regarding the employee's background or should any other entity (for which the County provides services through or under this Contract) object to such employee providing services on their premises. Under such circumstances, the Service Company shall be responsible for providing an alternate employee to provide the services needed without additional compensation.

6.11 Qualifications of Employees

- 6.11.1 All employees assigned by the Service Company to the performance of work under this contract shall be physically able to do their assigned work. It shall be the Service Company's responsibility to insure that all employees meet the physical standards to perform the work assigned and have sufficient training and experience to perform the work required in the specific trade. Employees shall be certified and have applicable licenses and/or manufacturers certifications for the required work to be performed.
- 6.11.2 The personnel employed by the Service Company shall be capable employees, age 18 years or above, qualified in this type of work. The Service Company shall staff the buildings with trained and experienced personnel who will exhibit the capability to operate with a minimum of supervision. It is the Service Company's responsibility to ensure that all employees are legally allowed to work in the United States in accordance with Immigration Policies.
- 6.11.3 All our County buildings are smoke free.
- 6.11.4 The Service Company shall maintain a list of all Service Company employees assigned to work on the County premises. The employee list

shall include complete name, Social Security number, date of birth, home address, and telephone number for each. Information can be used for background investigation. The list shall be updated with the same information (stated above) for all newly hired employees who are assigned to work on County premises. The Service Company shall be held responsible for the accuracy of the data provided, and shall insure updated changes are provided the Owner's representative immediately upon their effective date.

- 6.11.5 The Service Company shall see that every employee on the Service Company's work force is provided an Identification Badge. It shall be the Service Company's responsibility to inform the Owner's representative of all new employees promptly at time of employment/assignment.
- 6.11.6 All employees of the Service Company will be required to wear neat, clean uniforms bearing the service company's name during duty hours. The County shall approve uniforms. The Service Company shall see that all employees wear their badges on the outside of their uniform at all times when in County buildings or premises.
- 6.11.7 The Service Company shall require employees to be dressed in their work attire when reporting for duty, as locker space is not available.
- 6.11.8 The Service Company shall prohibit its employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official use.
- 6.11.9 The Service Company shall require its employees to comply with the instructions pertaining to conduct and building regulations, issued by duly appointed officials, such as the building managers, guards, inspectors, etc.
- 6.11.10 If keys are provided and lost, the Service Company will be responsible for the cost of replacement keys at a rekey charge of \$25.00 each.
- 6.11.11 When requested, the Service Company shall cooperate with any ongoing County investigation involving economic loss or damage to County buildings, or County or personnel property therein.

7.0 OWNER RESPONSIBILITIES

7.1 The County shall designate a person or group of persons as representatives to act in its behalf who shall (1) provide full information as to its requirements for the Service Company's services, (2) examine and review the work performed by the Service Company, (3) render decisions pertaining to the Service Company's service and the administration of this Contract, and (4) accept service of all notices which the Service Company desires to serve, or which are required by this Contract to be served on the County. The County shall advise the Service Company in writing of the name, address, and telephone number of such designated person or group of persons and of any change in such designation.

7.2 Owner shall:

- 7.2.1 Provide Service Company reasonable and safe access to all equipment covered by this Contract;
- 7.2.2 Notify Service Company of any unusual performance of equipment included in this specification;
- 7.2.3 Permit only Service Company or County personnel to repair or adjust equipment and/or controls during the period of this Agreement;
- 7.2.4 The Contract Officer's Representative(s) will determine how the Service Company will receive access to the facility;

- 7.2.5 This Contract presupposes that all major pieces of equipment are in proper operating condition at the signing of this Contract. Required restoration shall be performed by the Owner at its cost prior to Service Company's being obligated to perform under this Contract. Should restoration charges be declined, those non-maintainable items will be eliminated from the program.

8.0 EXCLUSIONS

8.1 Service Company *will not* be responsible for:

- 8.1.1 The repair and replacement of non-maintainable parts of the system such as unit cabinets, shells, ductwork, insulation, electrical wiring, hydronic piping, structural supports, water tower structure, boiler refractory material and shells, paint, rust, corrosion, acts of God, storage tanks, and similar items. However, rust/corrosion caused by leaks from components that are included for maintenance shall be the responsibility of the Service Company. For example, a leaking valve causing rust on the valve or other system components such as motor, pumps, piping will be included.
- 8.1.2 Any damage or malfunction resulting from freezing, corrosion or erosion on the water side of the equipment or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Service Company as part of this Contract.
- 8.1.3 Problems caused by utility service needed for operation of the equipment or damage sustained by equipment.
- 8.1.4 Furnishing any items of equipment, material, or labor, or performing special tests recommended or required by insurance companies or federal, state, or local governments unless specifically included in the scope of work of this Contract. However, boilers covered under this Contract will require assistance to the State Inspector when he/she comes.
- 8.1.5 Failure or inadequacy of any structure or foundation supporting or surrounding the unit(s) or any portion thereof.
- 8.1.6 Building access or alterations that might be necessary to repair or replace Owner's existing equipment.
- 8.1.7 This Contract does not include air conditioning duct work unless damage is determined to be a direct result of contractor's performance of work under this agreement. Recording or portable instruments, services to any pipe covering or insulation containing asbestos or responsibility for maintaining the appearance of decorative casings or cabinets.

9.0 SPECIAL TERMS AND CONDITIONS (ALL SERVICES)

- 9.1 The Service Company will cooperate with all other departments residing at the facility to ensure mission is accomplished.
- 9.2 The Service Company is expected to adhere to and assist in the environmental efforts to preserve the environment and recycle materials through programs instituted by the County. Every effort will be made by the Service Company to expand the environmental programs in their area of responsibility.

9.3 Safety:

- 9.3.1 All operation and maintenance services shall be performed with emphasis on safe procedures and with due regard to safety, comfort, and convenience. It is the responsibility of the Service Company to insure that their employees and/or subcontractors read the safety literature supplied to them by the County. These requirements must be adhered to at all times.
- 9.3.2 County Regulations: Service Company personnel shall adhere to Safety and other regulations established by the County.
- 9.3.3 Safety Codes: Service Company shall ensure that all of its personnel, equipment and materials are in conformance with OSHA and all other applicable State, local and Federal codes. The storage of any combustible substances shall be in conformance with applicable codes.
- 9.3.4 Confined Spaces: The Service Company shall adhere to all established guidelines of OSHA or any other Federal, State or local agency in regards to accessing confined spaces.
- 9.3.5 Precautions will be exercised at all times for the protection of persons (including employees) and property. The Service Company at Service Company's expense will provide barricades, when work is performed in areas traversed by persons or vehicles, or when deemed necessary by the County.
- 9.3.6 Service Company shall timely obtain and keep in force, at Service Company's expense, all permits and licenses required by applicable governmental authorities for the performance by Service Company of all covenants herein contained on the part of Service Company.
- 9.3.7 The Service Company shall conform to all Federal, State and City regulations during the performance of the Contract. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Service Company. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on the job site. Continued violations by the Service Company shall constitute cause for immediate termination of the Contract.
- 9.3.8 All required training for compliance with OSHA, MSDS and other regulatory agencies is the responsibility of the Service Company. Records of the training will be made available for inspection by the County Representative(s) upon request.
- 9.3.9 The Service Company at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work, all waste materials and rubbish from and about the Project as well as all tools, construction equipment, machinery and surplus materials shall be removed by the Service Company.

9.4 Utility Cutoff: At no time shall the work performed by the Service Company interfere with or cut off any of the existing services and utilities without the County's written permission, except in the event of a bona fide emergency, during which oral authorization will be acceptable.

- 9.4.1 All existing structures, utilities, services, roads, trees, shrubbery, etc., shall be protected against damage or interrupted service at all times by the Service Company and the Service Company shall be held responsible for any damage to property caused by reason of its operations on the property.

9.5 Hazardous Materials: If, during or prior to the performance of its functions hereunder, the Service Company discovers the existence of a hazardous substance such as, but not limited to, asbestos, it will stop work immediately and notify Owner of its existence. Owner agrees to take such steps as may be required in relation to the hazardous substance as will permit Service Company to safely resume its work hereunder.

9.6 Existing parts removed for replacement shall be physically turned over to the County representative. Replaced parts shall have labels attached that provide sufficient information to determine type, date replaced and location of equipment.

9.6.1 All equipment shall be operated only as required and in the most economical manner consistent with load requirements. Manufacturer's recommendations, good practices and design requirements.

9.6.2 All parts are to be OEM. NO substitutions will be allowed without prior approval of the County representative.

9.6.3 All oils removed from any equipment will be placed in properly marked containers and will be properly disposed of by the Service Company.

9.6.4 Any Freon removed from any equipment under this Contract that is not reusable, will be the Service Company's responsibility to dispose of legally. The Service Company will supply the County representative with a letter stating the amount of Freon to be removed and the company name and location that will be shipped to prior to removing it from County property.

9.7 Warranties: The Service Company warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all Work will be of good quality, free from faults and defects and in conformance with the project specifications. All Work not conforming to these requirements including substitutions not properly approved and authorized, may be considered defective. If required by the County, the Service Company shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

9.7.1 The Service Company shall, and in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the County within 24 hours after receipt of notification of such faulty labor or workmanship. If the Service Company fails within 24 hours to correct defects, the Owner shall be entitled to have such work remedied and the Service Company shall be fully liable for all costs and expense reasonably incurred by the Owner. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year after acceptance of the work by the County.

9.8 Contract Deductions

9.8.1 The County may undertake or award other contracts for work not being performed acceptably by the Service Company and/or for work not being

accomplished on time by the Service Company. Cost incurred hereby will be deducted from the Service Company's monthly bill. However, this Contract shall not be considered an exclusive contract for providing the type of services covered under this Contract.

9.8.2 If any work, which is scheduled for performance is omitted or unsatisfactorily performed, the attention of the Service Company or its designated representative will be called to this failure or omission, and a deduction can be made from any monies due or to become due the Service Company. Notice will be given to the Service Company to correct the deficiency within twenty-four (24) hours of Notice. If the deficiency is not corrected within twenty-four (24) hours or is repetitive (as determined by the Owner's Representative) deductions will be made at the rate of \$200.00 for each incident.

9.8.3 In the event the Service Company, for any reason whatsoever, consistently fails to perform work to the quality required in the technical specifications of this contract, the County reserves the right (in addition to other specified penalties) to:

- 1) Make deductions in accordance with the rate above.
- 2) At the discretion of the County, cancel the Contract on as short a notice in writing as may be consistent with securing a replacement Service Company to take over the work specified in the canceled Contract.

9.8.4 If the Service Company fails to perform as required per these specifications, or fails to deliver the item(s) specified in these specifications, it shall compensate the County for any damages caused by his failure to perform as stated.

9.8.5 In case of Contract default or failure to perform, the County may procure the services from other sources and hold the Service Company responsible for any excess costs occasioned thereby and may immediately proceed to cancel the Contract. Furthermore, the County may suspend the Service Company from future proposals/bids/RFP's or business with the County for a specified period of time.

9.9 Access To County Premises Neither the Service Company nor its personnel shall permit any individual to have access in the building, rooms, or grounds designated herein until it has been determined that permitting such person(s) to have such access will not be contrary to the public interest, and that the individual is authorized to be admitted in accordance with applicable orders, rules, regulations, and instructions. These prohibitions and requirements shall also be applicable to all individuals with regard to access, removal and/or possession of materials, supplies, equipment, and all County owned property at the locations designated in the contract.

10.0 REQUIREMENTS OF SERVICE COMPANY (ALL SERVICES)

Service Company must maintain the following requirements throughout the effective term of the Contract.

10.1 Service Company shall hold a class A commercial license issued by the State of Florida Construction Industry Licensing Board according to Florida State Statutes, Chapter 489. This license must be valid at the time of the proposal opening and maintained through the term of the contract.

10.2 Service Company shall have an established local (within a 50 mile radius of BCGC - Viera) business office staffed with enough qualified personnel to be able to meet the terms of this Contract.

10.3 Service Company must be able to demonstrate financial strength appropriate to the scale of projects to be managed.

11.0 AGREEMENT TERM AND PRICE ADJUSTMENT

The Agreement is for **five (5) base years** with an option to renew for up to two (2) additional one (1) year periods. Agreement shall become effective March 01, 2016.

Prices shall remain firm as originally proposed for a period of five (5); any price increases for the remaining two (2) years of this Agreement are subject to negotiations.

For work outside the Agreement, all work will be negotiated or Quoted/Bid as required by Brevard County Policy.

12.0 CONTRACT RENEWAL

The County reserves the right to renew this contract or any portion thereof, for up to two (2) additional one (1) year periods, upon mutual agreement, in writing. Any price increases for the remaining two (2) years of this contract is subject to negotiations and approval by Brevard County. Both the County and the Service Company must provide sixty (60) days written notice of intent to renew/accept renewal of Agreement.

13.0 TERMINATION OF CONTRACT FOR CAUSE

The County shall have the right at any time and at all times to terminate this Contract for cause, and it is agreed that the violation by the Service Company of any covenant or provision contained in the Contract, or the failure or refusal of Service Company to abide by or carry out any covenants or provision of this Contract, shall be and constitute sufficient cause for which the County may terminate this Contract. In the event the County shall elect to terminate this Contract for cause, the County shall notify the Service Company thereof in writing and shall therein specify the cause for such termination and the date that such termination shall be effective, whereupon the Service Company agrees (1) to vacate the facility on or before said date, and (2) to remove the Service Company's employees and property from the facility, return all keys, badges, access cards issued to the service company by Brevard County on or before said date. The Service Company shall have no further rights and the County shall have no further obligation to the Service Company, pursuant to this Contract subsequent to the date that the County terminates this Contract for cause.

14.0 TERMINATION OF CONTRACT WITHOUT CAUSE

The County and Service Company shall have the right at any time and at all times to terminate this Contract without cause, upon written notice of such termination not less than sixty (60) days prior to the date that such termination shall be effective. In the event the County shall elect to terminate this Contract without cause, the County shall notify Service Company thereof in writing and shall therein specify the date (not earlier than sixty (60) days after the date of delivery of said written notice by the County to the Service Company) on which this Contract shall terminate. Upon receipt of such written notice the Service Company agrees (1) to vacate the facility on the contract termination date specified in said written notice, return any keys, security access cards and badges used to access facilities, and (2) to remove Service Company's employees and property from the facility on the contract termination date specified in said written notice. The Service Company agrees to abide by and carry out all covenants and provisions of this

Contract until the date of termination specified in the aforesaid written notice of termination of this Contract without cause. The Service Company shall have no further rights, and the County shall have no further obligation to the Service Company, pursuant to this Contract subsequent to the date of termination of this Contract as specified in said written notice.

15.0 INSURANCE REQUIREMENTS

The vendor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a \$ 1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a \$ 1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance covering all employees of the vendor and subcontractors, as required by law.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the vendor shall also be protected by a Professional Liability Insurance Policy in the amount of \$1,000,000 per claim.

In the event the contract involves services related to construction projects the vendor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Vendor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Vendors industry.

The vendor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificates of insurance shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the vendor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the vendor.

16.0 HOLD HARMLESS AND INDEMNIFICATION

The Service Company shall assume full responsibility for and shall indemnify the County for any and all loss or damage of whatsoever kind and nature to all County property which is in its custody or under its control for service under this contract resulting in part from the negligent act or omission of the Service Company, and its subcontractors, or employee, agent, or representative of the Service Company. The parties agree that specific consideration has been exchanged for this indemnification and hold harmless provision.

17.0 DEBRIS

Service Company shall be responsible for the prompt removal of all debris from the work area that is a result of this service or delivery. DO NOT USE THE TRASH RECEPTACLES.

18.0 PROTECTION OF PROPERTY

The Service Company shall at all times guard from damage or loss to property of the County or other vendors or contractors and shall replace or repair any loss or damage unless such is caused by the County, other vendors or contractors. The County may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss or damage to property through negligence of the Service Company or agents.

19.0 FACILITIES

The County reserves the right to inspect the Service Company's facilities at any time with prior notice.

20.0 PERFORMANCE BOND

Within five days from notice of award of the Contract the Service Company must submit to the County a satisfactory performance bond executed by the Service Company and a Surety Company, in an amount equal to one hundred (100%) percent of the project award based on the total annual cost. The performance bond submitted is to serve as security for performance of the project. If the Service Company fails to comply in full with these specifications and/or render any services, as noted therein, during the period of this contract, the County reserves the right to cancel this award and its attendant purchase order and revoke this performance bond. A Certified or Cashier's Check in the amount of one hundred (100%) percent of the proposal will be acceptable. A personal or business firm check will not be acceptable. Upon satisfactory completion of the project, the bond obligation will be considered released or the County will return the Service Company's Certified or Cashier's Check. In the event an award is made to a successful Service Company for an item or items for an amount of two thousand dollars (\$2,000.00) or less, a performance bond will not be required.

21.0 INVOICING

Payments will be made monthly (twelve equal payments of the total contract amount for one (1) year). Invoices will include a list of service charges per building. Invoices not conforming to this requirement will be returned to the Service Company and revised for process and payment. Deduction notices for non-performance; pursuant to Paragraph 8.8 shall be provided to the Service Company on a monthly basis in writing and deducted from the current month's invoice. Payments shall be rendered only for services satisfactorily provided. If unsuitable service has been brought to the attention of the Service Company and has not been rectified by the time monthly invoice is rendered;

payment of the entire monthly invoice will be withheld until the condition is made satisfactory.

In the event this Contract becomes effective or terminates during the course of the month, the amount to be paid the Service Company for the past month shall be determined by prorating the amount specified in the contract for a full month on the basis of the number of days in the month involved.

The Service Company will be required to submit invoices and reference purchase order numbers on all requests for payment. All statements must reference valid purchase order numbers. Invoices shall be mailed directly to Facilities Department 2725 Judge Fran Jamieson Way, Viera FL 32940. A separate invoice must be received for each purchase order number. Payment for partial shipments shall not be made unless specified. Invoices which do not reference valid purchase order numbers or which are erroneous (incorrect contract prices, minimum order charges, etc.) shall be returned to the Service Company for resolution of the discrepancies. IT IS THE SOLE RESPONSIBILITY OF THE SERVICE COMPANY TO RECONCILE THE PURCHASE ORDER AND THE SERVICE COMPANY'S INVOICE AND TO NOTIFY THE PURCHASING REPRESENTATIVE OF ANY DISCREPANCIES PRIOR TO BILLING. THE COUNTY WILL ONLY PAY THE DOLLAR AMOUNTS AUTHORIZED ON THE PURCHASE ORDER.

22.0 TIME IS OF THE ESSENCE

The Service Company acknowledges that time is of the essence to complete the work as specified in each and every Request for work. The Service Company agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified in each and every Work Order.

23.0 COMPLETION

After the work called for on a work order has been completed, the Service Company shall be required to submit to the Owner's Representative a work order completion form with all required signatures and the following:

- A. Date and time the work was initiated and completed;
- B. Service Company's certification that the work has been completed;
- C. Warranty information.

24.0 NO DISCRIMINATION

Service Company agrees that Service Company will not discriminate against any employee of Service Company, or anyone who applies to Service Company for employment, on the basis of race, religion, color, sex, age or national origin.

25.0 ASSIGNMENT AND SUBCONTRACTING

Service Company agrees that Service Company will not assign or transfer to anyone any rights of Service Company under this Contract or any interest of Service Company in this Contract without the prior written consent thereto of the County.

Subcontracting - Qualified and trained service personnel that are directly employed by the Service Company shall perform Work. Under no condition shall work specified be subcontracted, without prior approval from Owner.

26.0 INSPECTION

The County shall at all reasonable times have the right to inspect buildings, grounds, equipment and cleanliness of all facilities to ensure the terms of this Contract are adhered to.

27.0 LEGAL REQUIREMENTS

Federal, State, County and local laws, ordinances, rules, and regulations that in any manner affect the item or items covered herein apply. Lack of knowledge by the Service Company will in no way be a cause for relief from responsibility.

28.0 ADDITION/DELETION OF WORK AND/OR EQUIPMENT

The County shall have the right to delete or add work performed, amend the frequency performed and delete equipment. All deletions or additions shall be specified in writing to the Service Company.

The Owner reserves the right to negotiate changes caused by additions and deletions to the equipment list and Scope of Services listed in the RFP. Owner shall approve any changes in writing.

29.0 RIGHT TO AUDIT RECORDS

The County and its auditors shall be entitled to audit the books and records of the Service Company to the extent that such books and records relate to the performance of this Contract. Said records shall be made available, upon request, for audit purposes to Brevard County and its auditors. Such books and records shall be maintained by the Service Company for a period of five (5) years from the date of final payment under this Contract and any extensions/renewals unless a shorter period is otherwise authorized in writing.

30.0 FEDERAL TAX ID NUMBER

The Service Company shall provide the County with its Federal Tax ID Number.

31.0 ATTORNEYS FEES

In the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

32.0 GOVERNING LAW

This Contract shall be governed, interpreted and construed according to the Laws of the State of Florida.

33.0 VENUE

Venue for any legal action by any party to this Contract to interpret, construe or enforce the terms of this Contract shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

34.0 JOINT USE

This Agreement is available for joint use by other governmental agencies including the State of Florida, its agencies, other counties, cities, municipalities and school districts, at their own discretion. Each agency selecting to use this Agreement shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases.

35.0 ACCEPTANCE AND ENTIRE AGREEMENT

This instrument embodies the entire Agreement between Brevard County Board of County Commissioners and TRANE US, INC. (Service Company). Any modifications of amendments must be in writing and agreed to by all parties.

ATTEST:



Scott Ellis

Scott Ellis, Clerk of Court

Reviewed for legal form and content:

Shannon L. Wilson, 2/17/16
Shannon L. Wilson
Deputy County Attorney

2/17/16
Date

Brevard County Board of County
Commissioners, Viera, Florida

J. Barfield

Jim Barfield, Chair

As approved by the Board:

8-18-2015

Marcus D. Johnson

TRANE US, INC.

BY: Marcus D. Johnson, Contract Manager
Printed Name & Title

ATTACHMENT A


Electronic Price sheet may be completed electronically on Excel spreadsheet. Electronically submitted spreadsheet should be saved on CD/Flash Drive and included with bid submission. Bidders must also print out a hard copy of the completed Price Sheet, sign where indicated, and submit with bid. DO NOT MODIFY OR RE-ISSUE THE PRICE SHEET. USE THE PRICE SHEET FORM PROVIDED.

REVISED PRICE SHEET 2 P6-16-02

LOCATION ADDRESS	FIRST YEAR March 2016 - February 2017	SECOND YEAR March 2017 - February 2018	THIRD YEAR March 2018 - February 2019	FOURTH YEAR March 2019 - February 2020	FIFTH YEAR March 2020 - February 2021	FIRST YEAR OPTION March 2021 - February 2022	SECOND YEAR OPTION March 2022 - February 2023
NORTH							
Barbara A. Pili- 2290 Columbia Drive, Titusville	12,500.00	12,500.00	12,875.00	13,261.00	13,659.00	14,069.00	14,490.00
BREVARD COUNTY GOVERNMENT-CENTER- NORTH-400 SOUTH ST, TITUSVILLE	36,841.00	36,841.00	37,946.00	39,084.00	40,257.00	41,465.00	42,708.00
COUNTY SERVICE COMPLEX TITUSVILLE- 700 PARK AVE., TITUSVILLE	36,874.00	36,874.00	37,980.00	39,119.00	40,293.00	41,502.00	42,747.00
Tax Collector - 800 Park Av, Titusville	3,500.00	3,500.00	3,605.00	3,713.00	3,825.00	3,939.00	4,057.00
Clerks Archive - 790 Park Av, Titusville	3,500.00	3,500.00	3,605.00	3,713.00	3,825.00	3,939.00	4,057.00
HISTORIC COURTHOUSE TITUSVILLE- 506 PALM AVE., TITUSVILLE	15,243.00	15,243.00	15,700.00	16,171.00	16,656.00	17,156.00	17,670.00
TITUSVILLE LIBRARY 2121 S. HOPKINS AVE., TITUSVILLE	5,896.00	5,896.00	6,073.00	6,255.00	6,443.00	6,636.00	6,835.00
CENTRAL							
COUNTY SERVICE COMPLEX- MERRITT ISLAND- 2575 NORTH COURTENAY PKWY, MERRITT ISLAND	20,071.00	20,071.00	20,673.00	21,293.00	21,932.00	22,590.00	23,268.00
T. J. MILLS FIRE RESCUE CENTER- 1040 FLORIDA AVE., ROCKLEDGE	18,087.00	18,087.00	18,629.00	19,188.00	19,764.00	20,357.00	20,968.00
ROCKLEDGE HEALTH DEPARTMENT, 1744 CEDAR STREET, ROCKLEDGE	2,500.00	2,500.00	2,575.00	2,652.00	2,732.00	2,814.00	2,898.00
Emergency Management Office - 1746 Cedar St., Rockledge	9,929.00	9,929.00	10,227.00	10,534.00	10,850.00	11,175.00	11,510.00
MEDICAL EXAMINER 1750 CEDAR ST., ROCKLEDGE	13,746.00	13,746.00	14,158.00	14,583.00	15,020.00	15,471.00	15,935.00
CENTRAL REFERENCE LIBRARY 308 FORREST AVE., COCOA	43,768.00	48,364.00	49,814.00	51,309.00	52,848.00	54,434.00	56,067.00
MERRITT ISLAND LIBRARY 2575 N. COURTENAY PKWY, MERRITT ISLAND	17,500.00	17,500.00	18,025.00	18,566.00	19,123.00	19,696.00	20,287.00
SUNTREVIERA LIBRARY 902 JORDAN BLASS DR., VIERA	12,463.00	12,463.00	12,837.00	13,222.00	13,619.00	14,027.00	14,448.00
DETENTION CENTER							
BREVARD COUNTY DETENTION CENTER-660 CAMP RD, COCOA (Water Treatment, chillers, controls)	28,081.00	28,081.00	28,923.00	29,791.00	30,685.00	31,605.00	32,554.00

SOUTH									
HETTE T. MOORE JUSTICE CENTER- 2825 JUDGE FRAN JAMIESON WAY, VIERA	71,545.00	71,545.00	73,691.00	75,902.00	78,179.00	80,524.00	82,940.00		
BCGC V Bidg A-E - 2725 Judge Fran Jamieson Way, Viera (Water Treatment, Controls)	31,659.00	31,659.00	32,609.00	33,587.00	34,595.00	35,632.00	36,701.00		
BREVARD COUNTY GOVERNMENT CENTER- VIERA- BUILDING "A" 2725 JUDGE FRAN JAMIESON WAY, VIERA (Annex Equipment and Water Treatment)	16,429.00	16,429.00	16,922.00	17,430.00	17,952.00	18,491.00	19,046.00		
South Brevard Animal Shelter -5100 W Eau Gallie Blvd, Melbourne	8,500.00	8,500.00	8,755.00	9,018.00	9,288.00	9,567.00	9,854.00		
COUNTY SERVICE COMPLEX MELBOURNE Bidg A&B- 1515 SARNO RD., MELBOURNE	21,500.00	21,500.00	22,575.00	23,252.00	23,950.00	24,668.00	25,408.00		
MELBOURNE COURTHOUSE 51 NIEMAN AVE, MELBOURNE	24,388.00	24,388.00	25,120.00	25,873.00	26,649.00	27,449.00	28,272.00		
COUNTY SERVICE COMPLEX- PALM BAY- 450 COGAN AVE., PALM BAY	7,500.00	7,500.00	7,725.00	7,957.00	8,195.00	8,441.00	8,695.00		
EAU GALLIE LIBRARY- 1521 PINEAPPLE AVE., MELBOURNE	12,188.00	12,188.00	12,554.00	12,930.00	13,318.00	13,718.00	14,129.00		
MELBOURNE LIBRARY- 540 EAST FEE AVE., MELBOURNE	11,500.00	11,500.00	11,845.00	12,200.00	12,566.00	12,943.00	13,332.00		
MELBOURNE BEACH LIBRARY 324 OCEAN AVE., MELBOURNE BEACH	11,617.00	11,617.00	11,966.00	12,324.00	12,694.00	13,075.00	13,467.00		
PARKS & RECREATION									
GREATER PALM BAY SENIOR CENTER 1275 CULVER DR., PALM BAY	12,834.00	12,834.00	13,219.00	13,616.00	14,024.00	14,445.00	14,878.00		
Ted Whitlock Community Center at Palm Bay Regional Park, 370 Championship Cir. NW, Palm Bay	8,095.00	8,095.00	8,338.00	8,588.00	8,846.00	9,111.00	9,384.00		
South Mainland Community Center, 3700 Allen Ave., Mico	8,699.00	8,699.00	8,960.00	9,229.00	9,506.00	9,791.00	10,085.00		
Rodes Community Center, 3000 Minton Rd., West Melbourne	8,095.00	8,095.00	8,338.00	8,588.00	8,846.00	9,111.00	9,384.00		
Wickham Park Senior Center, 2785 Lelsure Way, Melbourne	8,556.00	8,556.00	8,813.00	9,077.00	9,349.00	9,630.00	9,919.00		
Viera Regional Park Comm. Center - 2399 Judge Fran Jamieson Way, Viera	8,095.00	8,095.00	8,338.00	8,588.00	8,846.00	9,111.00	9,384.00		
South Beach Community Center, 500 Old Florida Trail, Melbourne Beach	14,436.00	14,436.00	14,869.00	15,315.00	15,775.00	16,248.00	16,735.00		
GRAND TOTAL PRICE PER YEAR	\$ 586,135.00	\$ 570,731.00	\$ 588,282.00	\$ 605,928.00	\$ 624,109.00	\$ 642,830.00	\$ 662,112.00		
Hourly Labor Rate for Additional Services	119.00	119.00	119.00	122.00	122.00	122.00	122.00		
Overtime Rates	178.50	178.50	178.50	183.00	183.00	183.00	183.00		

Mechanical and
BAS
Technicians

VENDOR NAME Trane US, Inc.
 ADDRESS 2301 Lucien Way, Suite 430, Maitland, FL 32751
 AUTHORIZED SIGNATURE 
 TELEPHONE (407) 660-1111 FAX (407) 670-6000 EMAIL Mike.Dillard@Trane.com



Received
MAR 08 2016
District 2 County Commission

File

Florida's Space Coast

Facilities Department
2725 Judge Fran Jamieson Way, Suite A207
Viera, FL 32940-6605

(321) 633-2050
FAX: (321) 633-2051
www.brevardcounty.us/centralservices/facilities

TO: Commissioner Jim Barfield, District 2
FROM: Mary Bowers, Support Services Manager, Facilities
DATE: March 07, 2016
SUBJECT: **Countywide HVAC Maintenance Agreement
#P-6-16-02**

Mary Bowers

Enclosed please three (3) each original contracts with TRANE US, Inc. for Countywide HVAC Maintenance.

Please sign all three (3) originals and forward to the Clerk to the Board for attesting, Mail Stop #10.

Should you have any questions please contact our office at 633-2050.

Thank you.

/mb

Enclosures

Note: **Clerk to the Board** – please return two (2) originals to Mary Bowers, Facilities, Mail Stop #81; retain one (1) original each for your records.

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

INITIAL CONTRACT FORM

SECTION I

The following information must be completed on all new contracts submitted to the Board.

1. Contractor: TRANE US, Inc.	
2. Fund/Account #:	3. Division Name: Facilities Department
4. Contract Description: P-6-16-02 Countywide HVAC Service Agreement	
5. Contract Monitor: Mary Bowers	6. Mail Stop #: 81
7. Dept/Office Director: Teresa Camarata	8. Class Code:
ACTION DATE: <i>30 days from entry</i>	ACTION REQUIREMENT: <i>Need complete data</i>

SECTION II

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	APPROVAL		<u>INITIALS</u>	<u>DATE</u>
	yes	no		
Risk Management	—	—	—	—
County Attorney	—	—	<u>SLK</u>	<u>2/17/16</u>

If any office denies approval, the package will be returned immediately to the User Agency.

NOTE: *This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's Office will then forward the Initial Contract Form to the Information Systems Division and the contract will be entered into the Contract Monitoring System. This initial entry will generate an entry on your monthly contract report and the report will always show a "Required Action" for the contract. See BC-20 for additional information.*



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

August 19, 2015

MEMORANDUM

TO: Teresa Camarata, Central Services Director Attn: Leslie Rothering

RE: Item VI.C.1, Permission to Issue Supply Bids, Proposals, and Request for Qualifications (FY 2015/2016) and/or Negotiate Competitive Agreements

The Board of County Commissioners, in regular session on August 18, 2015, granted approval to solicit competitive bids, quotes and/or negotiate competitive agreements and award to lowest, responsive and most qualified supplier; to solicit competitive proposals and requests for qualifications, establish selection/negotiation committees approved by the County Manager, or designee, and award contracts and/or open purchase orders with the best-ranked proposer; to exercise renewal options upon evaluation of supplier performance, and recommendation from user departments/offices; and authorized the Chairman to execute contracts and contract renewals over \$100,000 annual value.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

/kg

cc: Finance
Budget

RECEIVED

AUG 25 2015

Brevard County
Patricia J. Jones

ANNUAL BID/QUOTE/PROPOSAL LIST
FY 2015/2016

BIDS	RENEWAL OPTIONS	ESTIMATED ANNUAL EXPENDITURES
AGRICULTURAL EQUIPMENT OEM REPLACEMENT PARTS	1 YR W/ 1 YR OPTION	\$80,000.00
ALARM MONITORING	1 YR W/ 3-1 YR OPTIONS	\$75,000.00
APPRAISALS & APPRAISAL REVIEW SERVICES*	NONE	VARIED
ASPHALTIC CONCRETE	1 YR W/ 3-1 YR OPTIONS	\$2,000,000.00
AUTOMOTIVE EQUIPMENT AND BATTERIES	1 YR W/ 1 YR OPTION.	\$167,000.00
AUTOMOTIVE PARTS (including Ford & Chevy OEM)	1 YR W/ 1 YR OPTION.	\$100,000.00
CARPET CLEANING	1 YR W/2-1 YR OPTIONS	\$95,000.00
CEMENT – BULK PORTLAND & BAGS	1 YR W/ 1 YR OPTION.	\$80,000.00
CERTIFIED BASE ROCK	1 YR W/ 1 YR OPTION.	\$100,000.00
CHEMICALS – AGRICULTURAL & AQUATIC & FERTILIZERS	1 YR W/ 1 YR OPTION.	\$300,000.00
CONCRETE CRUSHING - ONSITE	1 YR W/ 1 YR OPTION.	\$80,000.00
CONCRETE PIPE	1 YR W/ 1 YR OPTION.	\$180,000.00
CONCRETE SIDEWALK, GUTTER & CURB CONST.	1 YR W/ 1 YR OPTION.	\$250,000.00
DRAWBRIDGE MAINTENANCE	1 YR W/ 3-1 YR OPTION	\$80,000.00
ELECTRICAL SERVICES	1 YR W/ 1 YR OPTION.	\$215,000.00
EMERGENCY WATER & WASTEWATER REPAIRS	1 YR W/1 YR OPTION	\$250,000.00
FENCING	1 YR W/ 1 YR OPTION	\$150,000.00
FILL DIRT – SELECT COMMON FILL	1 YR W/ 1 YR OPTION.	\$2,000,000.00
FIRE ENGINE OUTFITTING EQUIPMENT	1 YR W/1 YR OPTION	\$200,000.00
GENERATOR PREVENTATIVE MAINTENANCE AND REPAIR SERVICES	1 YR W/2-1 YR OPTION	\$80,000.00
GRASSING SERVICES (SEED, MULCH, SOD)	1 YR W/ 1 YR OPTION.	\$250,000.00
HVAC AIR CONDITION SERVICES	1 YR W/ 1 YR OPTION.	\$450,000.00
INVASIVE EXOTIC VEGETATION MANAGEMENT	1 YR W/ 1 YR OPTION.	\$100,000.00
JANITORIAL SERVICES*	1 YR W/ 3-1 YR OPTIONS	\$500,000.00
JANITORIAL SUPPLIES (incl. CAN LINERS)	1 YR W/ 1 YR OPTION.	\$200,000.00
LABORATORY SERVICES	1 YR W/ 1 YR OPTION.	\$200,000.00
LANDFILL GAS REPAIRS	1YR W/ 2 1 YR OPTION	\$100,000.00
LAWN/GROUND MAINTENANCE & MGMT*	1 YR W/ 1 YR OPTION.	\$740,000.00
LIMERICK	1 YR W/ 1 YR OPTION.	\$325,000.00
LUBRICATING OILS	1 YR W/ 1 YR OPTION.	\$122,000.00
MANHOLES, INLETS & GRATES (PRE-FABRICATED)	1 YR W/ 1 YR OPTION.	\$100,000.00
MED. EXAM. REMOVAL & TRANSPORT OF BODIES	1 YR W /5- 1 YR OPTIONS	\$113,000.00
MEDICAL DIRECTOR SERVICES	1 YR W/ 4-1 YR OPTIONS	\$70,000.00
MEDICAL SUPPLIES inc. Pharmaceuticals, Controlled Drugs and Gloves	1 YR W/ 1 YR OPTION.	\$910,000.00
MIX-IN PLACE ROAD RECYCLING	1 YR W/ 2-1 YR OPTION	\$100,000.00
MULCHING SERVICES	1 YR W/ 2-1 YR OPTION.	\$2,500,000.00
OFFICE SUPPLIES	1 YR W/ 1 YR OPTION.	\$175,000.00

ANNUAL BID/QUOTE/PROPOSAL LIST
FY 2015/2016

BIDS	RENEWAL OPTIONS	ESTIMATED ANNUAL EXPENDITURES
PAINT SUPPLIES AND /OR SERVICES	1 YR W/ 1 YR OPTION.	\$150,000.00
PERSONAL PROTECTION EQUIPMENT	1 YR W/2 (1YR) OPTIONS	\$100,000.00
PIPE - CURED IN PLACE	3 YR W/1-YR OPTION	\$200,000.00
PLUMBING SERVICES (HOURLY RATES)	1 YR W/ 1 YR OPTION.	\$100,000.00
POLYMER	1 YR W/ 2 1YR OPTION.	\$150,000.00
PUMP AND COMPRESSOR REPAIR	1 YR W/ 1 YR OPTION.	\$300,000.00
RECYCLING ELECTRONICS	1 YR W/ 2-1 YR OPTION	\$190,000.00
ROAD CONSTRUCTION – MISC. MATERIALS	1 YR W/ 1 YR OPTION.	\$300,000.00
ROAD STRIPING	1 YR W/ 2 YR OPTION.	\$500,000.00
ROOFING/GUTTER MATERIALS AND SERVICES	1 YR W/ 3-1 YR OPTION.	\$300,000.00
SAND MATERIAL-PARKS & REC	1 YR W/ 1 YR OPTION	\$105,000.00
SCRAP METAL	2 YR W 1- 2 YR OPTION	REVENUE
SECURITY SERVICES* (VARIOUS DEPTS)	1 YR W/4-1 YR OPTION	\$618,000.00
SELF CONTAINED BREATHING APPARATUS CYLINDERS AND PACKS	1 YR	\$230,000.00
SEPTAGE TREATMENT & DISPOSAL	1 YR W/ 3-1 YR OPTIONS	\$200,000.00
SOIL CEMENT PUG-MILL MIX	1 YR W/ 1 YR OPTION.	\$102,000.00
TEMPORARY SERVICES	1 YR W/ 1 YR OPTION.	\$225,000.00
TIRE REMOVAL AND DISPOSAL (SHREDDING)	1 YR W/ 1 YR OPTION.	\$125,000.00
TRAFFIC SIGN MATERIALS	1 YR W 1YR OPTION	\$130,000.00
TRAFFIC SIGNAL/STREET LIGHTING MAINT & CONST.	3 YR W/ 2-1 YR OPTION.	\$300,000 00
TREATMENT AND DISPOSAL OF DE-WATERED BIOSOLIDS	1 YR W/ 2-1 YR OPTION.	\$300,000.00
TREE REMOVALS	1 YR W/ 1 YR OPTION.	\$100,000.00
TRUCKING SERVICES (MATERIAL PER YD/PER MILE)	1 YR W/ 1 YR OPTION.	\$175,000.00
UNIFORM PURCHASE (FIRE RESCUE)	1 YR W/ 1 YR OPTION.	\$100,000.00
WASTEWATER PUMP STATION CONSTRUCTION & REPAIR CONTINUING CONTRACT	1 YR W/3-1 YR OPTIONS	\$750,000.00
WATER RESOURCES CHEMICALS	1 YR W/1 YR OPTION	\$100,000.00
ADVERTISING SERVICES	2 YR W/ 3-1 YR OPTIONS	\$250,000.00
AUCTIONEER SERVICES	2 YR W/ 1 YR OPTION	% OF SALES
BILLING & MAILING SERVICE	3YR W/3-1YR OPTION	\$700,000.00

ANNUAL BID/QUOTE/PROPOSAL LIST
FY 2015/2016

PROPOSALS	RENEWAL OPTIONS	ESTIMATED ANNUAL EXPENDITURES
BUS MAINTENANCE-FOR SCAT	3 YR W/two (2) 1 YR. OPTIONS	\$3,760,000.00
COPY MACHINE RENTAL	5 YR W/1 YR OPTION	\$450,000.00
DEBT COLLECTION	3 YEARS	% OF TOTAL COLLECTED
DISASTER DEBRIS MANAGEMENT	5 YEARS	VARIED
DISASTER DEBRIS REMOVAL	5 YEARS	VARIES (As Needed)
FOOD CONCESSION AT SPESSARD HOLLAND BEACH	5 YR W/ (2) 36 Mos. RENEWALS	REVENUE
FULFILLMENT AND PHONE ANSWERING SERVICES FOR TDO*	3 YR W/ 2-1 YR OPTIONS.	\$115,000.00
GOLF COURSE CONCESSION	5 YR W/ (2) 36 Mos. RENEWALS	REVENUE
GOLF COURSE MAINTENANCE	5 YR W/ (2) 36 Mos. RENEWALS.	\$1,600,000.00
HVAC FOR MAINTENANCE	5 YR W/ 2-1 YR OPTIONS	\$1,500,000.00
INSURANCE SERVICES*	VARIED	VARIED
INVASIVE EXOTIC VEGETATION MANAGEMENT	1 YR 1/1 YR OPTION	\$100,000.00
MAIL/COURIER MANAGEMENT SERVICES	1 YR W/ 4-1 YR OPTIONS	\$400,000.00
MARKETING SERVICES FOR SCAT	3 YR W/ 1 2 YR OPTIONS	\$400,000.00
PHYSICAL EXAMINATIONS	2 YR W/ 3-1 YR OPTIONS	\$100,000.00
PLANS EXAMINER SERVICES	1 YR W/ 1 YR OPTION	\$75,000.00
PUBLIC & MEDIA RELATIONS FOR TDO	2 YR W/3-1 YR OPTIONS	\$210,000.00
SAP SUPPORT SERVICES	1 YR W/2-1 YR OPTIONS	\$198,000.00
SEASONAL RECREATION WORKERS	3 YR W/2-1 YR OPTIONS	\$1,290,000.00
SPORTS PROMOTION FOR TDC	3 YR W/ 2 YR OPTION	\$227,000.00
STRUCTURED CABLING	2 YR W/3-1 YR OPTIONS	\$80,000.00
TISSUE & EYE REMOVAL SERVICES	3 YR W/2-1 YR OPTIONS	REVENUE

ANNUAL BID/QUOTE/PROPOSAL LIST
FY 2015/2016

REQUEST FOR QUALIFICATIONS	RENEWAL OPTIONS	ESTIMATED ANNUAL EXPENDITURES
CONTINUING CONSULTANT ENGINEERING SERVICES - SOLID WASTE	3-5 YEARS TOTAL (including renewals)	Selection will be made in accordance with the Florida Consultants Competitive Negotiations Act (§ 287.055, F.S.) and Brevard County Policy BCC-26 at negotiated rates.
CONTINUING CONSULTANT ENGINEERING SERVICES - UTILITY SERVICES		
CONTINUING CONSULTANT ENGINEERING SERVICES - HOUSING & HUMAN SERVICES		
CONTINUING CONSULTANT- PROFESSIONAL COASTAL ENGINEERING NRMO		
CONTINUING CONSULTANT- PROFESSIONAL ECOLOGICAL ENGINEERING NRMO		
CONTINUING CONSULTANT- PROFESSIONAL ENVIRONMENTAL SCIENCE ENGINEERING NRMO		
CONTINUING CONSULTANT- PROFESSIONAL CIVIL ENGINEERING NRMO		
CONTINUING CONSULTANT ENGINEERING SERVICES - PUBLIC WORKS		
CONTINUING CONSULTANT APPRAISAL SERVICES		
CONTINUING CONSULTANT GEOTECHNICAL SERVICES		
CONTINUING CONSTRUCTION MANAGEMENT SERVICES		
CONTINUING CONSULTANT - A/E DESIGN SERVICES		
CONTINUING ENGINEERING SERVICES FOR MECHANICAL/ELECTRICAL/PLUMBING DESIGN		
CONTINUING ENGINEERING SERVICES STRUCTURAL ENGINEERING DESIGN SERVICES		
CONTINUING ROOFING CONTRACTING SERVICES		
CONTINUING ROOFING CONSULTANT SERVICES		
CONSULTANT ENGINEERING SERVICES - UTILITY SERVICES APPROVED CIP PROJECTS THAT EXCEED CONTINUING CONSULTANT DOLLAR THRESHOLD		



CONTRACT

THIS CONTRACT by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "County"), and Eau Gallie Electric, Inc. a business having its primary business location at 2012 Aurora Rd., Melbourne, FL 32935 (hereinafter the "Contractor").

WITNESSETH:

WHEREAS, the County is desirous of obtaining the services of a Contractor to furnish parts, labor and equipment necessary to perform inspection, and general routine and on-call emergency repair and service to stationary and portable backup power generators located throughout Brevard County; and

WHEREAS, the County competitively procured the services of the Contractor to provide inspection, repair and service as specified in Bid #B-5-15-32/Generator Maintenance & Repair Services; and

WHEREAS, the provision of such services shall mutually benefit the parties hereto and the residents of Brevard County, Florida.

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. **SCOPE OF SERVICES:** The Contractor shall furnish all parts, labor and equipment necessary to perform inspection, and general routine and on-call emergency repair and service to stationary and portable backup power generators located throughout Brevard County. The Scope of Services is further described as provided for herein (See Attachment "A" – Scope of Services). The list of current generators is attached hereto (See Attachment "B"). The County reserves the right to delete equipment or add equipment at additional locations from time to time. The Contractor shall provide service on additional or new equipment at the same rate \$70.00/hour or less as provided under bid submittal "Price Sheet" (see Attachment "C").

This Contract may be used by other governmental agencies provided a cooperative Purchasing Agreement exists or an Interlocal Agreement for joint purchasing exists between Brevard County and the other governmental agency. Each agency shall be responsible for processing its own purchases with the Contractor and compensating the Contractor for those purchases.

2. **TERM:** The term of this Contract shall begin July 9, 2015 and continue through July 8, 2016. The County shall have the option to renew this Contract twice, by giving ninety (90) days prior written intention to Contractor, for two (2) additional consecutive terms of one (1) year each, with the County's option to negotiate pricing, terms & conditions.

3. **PARTS AND SUPPLIES:** All parts provided under this Contract shall be genuine original manufacturer's parts unless approved by the County. All parts provided shall be new or like-new refurbished and free of defects. Any defective or damaged part shall be returned and replaced at the Contractor's expense. See Attachment "A".

4. **WARRANTY - CORRECTION OF FAULTY PRODUCT/SERVICE:** The parts, equipment and/or services furnished under this Contract shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable parts, equipment and/or services. However, at a minimum, parts, components, assemblies or equipment replaced by the Contractor shall be fully warranted by the Contractor against defects in materials and/or workmanship for a period of not less than one (1) year from date of acceptance by County or the duration of the manufacturer's warranty, whichever is longer. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace at no cost to the County. The Contractor shall not charge Brevard County any warranty handling fees.

The Contractor shall be responsible for faulty labor or workmanship and shall promptly correct improper work, **without cost to the County**, after receipt of notification of such faulty labor or workmanship within one (1) day for emergencies and a reasonable period not to exceed five (5) business days for non-emergencies, unless otherwise approved by the authorized designated County departmental representative. Payments in full or otherwise do not constitute a waiver of this warranty. The warranty period shall be effective for no less than one (1) year after acceptance of the work by Brevard County.

If at any time during the Contract term, the Contractor's performance is not satisfactory to the County's Contract manager, the Contractor will be notified by the County's Contract Manager in writing with a summary of the issues. The Contractor, upon written notification by the Contract Manager, shall, within three (3) days, increase the force, tools and equipment as needed to properly perform the Contract. The failure of the Contract Manager to send such notification shall not relieve the Contractor of the obligation to perform the work at the time and in the manner specified by the Contract. If the Contractor does not increase the force or neglects to do the work properly, the Contract Manager can withhold a percentage of payment or withhold the entire dollar amount due to the Contractor.

5. **PURCHASE ORDERS:** At the beginning of this contract term and for each subsequent fiscal year, each Department/Service Area will issue an Open/Blanket Purchase Order to the Contractor. The Contractor shall not deliver or furnish products or services until a Department transmits a purchase order. All purchase orders shall bear this contract or solicitation number, shall be placed by the County directly with the Contractor, and shall be deemed to incorporate by reference this contract and solicitation terms and conditions. Any discrepancy between these contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the County.

6. **PLACEMENT OF SERVICE REQUESTS:** The Contractor shall respond by phone, to all phone calls, messages, or pages within thirty (30) minutes. For non-emergency service calls, the Contractor shall arrive on-site within seventy-two (72) hours of notification. For emergency service calls, the Contractor shall arrive on-site within two (2) clock hours of the first phone call, message, or page from the County. The County, and not the Contractor, shall determine whether the need for service at any given location is an emergency or non-emergency.

(a) The Contractor shall maintain and provide to the County a current list of land telephone, cellular telephone and/or pager numbers for emergency repair service purposes. The Contractor shall update this list as personnel or phone numbers change during the term of the Contract. Such updates to the County shall occur within 48 hours of the change.

(b) Emergency repair service during normal business hours will be coordinated by the user department's representative before any services are performed.

(c) Emergency repair services after normal business hours will be authorized by a Central Fleet Services representative and/or user department's representative who will notify Central Fleet of service by the next business day.

(d) The County declares and the Contractor acknowledges that the County may suffer damages due to lack of performance of the terms and conditions of this Contract by the Contractor. In the event of untimely performance or nonperformance, liquidated damages will be applied in the amount of \$100 per hour for every one-hour delay, or partial thereof, beyond the required response time. This amount will be deducted from any moneys payable to the Contractor.

7. **BILLING AND INVOICING:** The Contractor shall provide a separate invoice for each order placed or service request placed with sufficient detail to identify each service call. The invoice shall reference the appropriate Purchase Order issued by the County, the Contractor's EIN number, the location of the equipment serviced, date the service was provided, and the location of the service call. The invoice shall also detail each part, material or supply provided with a description, unit, unit cost, and extended cost and copy(ies) of invoices for any materials furnished. Labor shall be listed as a separate line including the number of hours, hourly rate, extended rate, and the job classification of the employee performing the work. Time of arrival to the work site and time of departure from the work site, the total on-site time and total charges for the call shall be indicated on the invoice or provided on a work order or service ticket attached to the invoice.

The County may require any other information from the Contractor that the County deems necessary to verify any purchase order/service request placed under this Contract or invoice issued by the Contractor.

8. **PERMITS:** The Contractor shall be responsible for obtaining all necessary permits and schedule all inspections required to provide any requested generator service under this contract. All licenses and permits shall be readily available for review by the County. In addition, a copy of issued permit(s) shall be provided to the User Department of the County for their records. The County will be responsible for reimbursing the Contractor for permit fees. Permits needed for a specific project/service shall be clearly stated as a separate line item on all quotes and invoices. The Contractor shall not mark-up permit fees. If necessary, the County may request a copy of the permit receipt before reimbursement occurs. The County may elect to pull its own permits in the interest of time and/or cost savings.

9. **PAYMENTS:** The County shall pay the Contractor for parts, material, supplies and labor provided under this Contract as provided on the Bid Price Sheet, Attachment "C." The County reserves the right to deduct from any invoice an amount for defective or nonconforming work or for work not provided but invoiced. The County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq. Invoices shall contain the purchase order number and the appropriate Contractor identification number. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. The County's delay in payment shall not constitute a breach of this Contract and shall not relieve the Contractor of its obligations to the County.

10. **PRICING:** Pricing as set forth on Attachment "C" includes all overhead, profit, estimates, administrative costs, charges for equipment used during maintenance and repair, insurance, truck mileage, travel time, workers compensation, and unemployment compensation insurance. Travel time and expenses shall be borne by the Contractor and shall not be included in the hourly rates. The Contractor's start time for the purpose of billing shall not start until arrival at the jobsite and shall conclude upon leaving the jobsite.

Should the Contractor have to leave the jobsite to secure parts not on hand, a maximum time of one (1) hour for labor time for one technician will be allowed for and paid for by the County. Any time in excess of one hour or any additional trips for materials shall be taken at the expense of the Contractor.

All prices shall be FOB: Destination, Shipping Prepaid and Allowed, and include all packing handling, shipping charges, fuel surcharges and delivery to any point within the County of Brevard, Florida to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid during the term of this Contract. Any price changes may be requested for the renewal period of the Contract, subject to negotiation. If the County intends to negotiate for renewal, the Contractor will receive at least ninety (90) days notice.

(a) If Emergency Service is required during normal business hours, standard labor rates apply. If emergency service is required at hours other than normal business hours (including holidays recognized by the County, after-hours and weekend work), the hours worked may be considered overtime and charged at the appropriate labor rate as specified on the Price Sheet, Attachment "C."

(b) In case of an emergency, hurricane or disaster (natural or man-made), the Contractor agrees to rent, sell or lease needed parts, equipment, or labor to Brevard County and its municipalities, as opposed to a private citizen or company/corporation, on a first priority basis. Pricing for such circumstances shall be fair and reasonable and not to exceed those prices quoted in this Contract.

11. **PRICE DISCOUNTS:**

(a) Quantity Discounts. The Contractor is urged to offer additional discounts for one time delivery of large single orders. The County should seek to negotiate additional price concessions on quantity purchases of any products offered under this Contract. The County shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the County becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of this Contract, then the County may immediately reduce the price listed under this Contract to the lower price.

(c) **Sales Promotions.** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor shall submit to the assigned Purchasing Agent documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all County departments. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

12. **INDEMNIFICATION:** The Contractor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its work under this agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by in part by a party indemnified thereunder. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial contractor, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

13. **MODIFICATIONS TO CONTRACT:** This Contract, together with any attachments, assignments and schedules, constitute the entire contract between the County and the Contractor and supersedes all prior written or oral understandings. This Contract and any attachments, assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

14. **INSURANCE:** The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Contract:

a. **General Liability Insurance:** General Liability Insurance issued by responsible insurance companies and in a form acceptable to the County, with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage per occurrence.

b. **Automobile Liability Insurance:** Automobile Liability coverage for all owned, non-owned and rented vehicles shall be in the minimum amount of One Million Dollars (\$1,000,000) combined single limits for Bodily Injury and Property Damage per accident.

c. **Workers' Compensation Coverage:** Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided.

d. **Insurance Certificates:** The Contractor shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. Said Liability Policies shall provide that the County be an additional insured. The County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

15. **ATTORNEY'S FEES:** In the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

16. **GOVERNING LAW:** This Contract shall be governed, interpreted and construed according to the laws of the State of Florida.

17. **COMPLIANCE WITH STATUTES:** It shall be the Contractor's responsibility to be aware of and comply with all federal, state and local laws.

18. **VENUE:** Venue for any legal action by any party to this Contract to interpret, construe or enforce this Contract shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

19. **ASSIGNMENTS:** The Contractor shall not assign any portion of this Contract without the written permission of the County.

20. **TERMINATION:** If either party fails or refuses to perform any of the provisions of this Contract or otherwise fails to timely satisfy the Contract provisions, either may notify the other party in writing of the nonperformance and terminate this Contract or such part of this Contract as to which there has been delay or a failure to properly perform. Such termination is effective upon the party's receipt of the Notice of Termination. If award of this Contract was made as a result of application of local preference criteria as defined in Brevard County Resolution No. 2009-146, and the Contractor either falsified or misrepresented information that lead to the award by application of local preference criteria, or fails to maintain the requirements of the Contractor category stated on the Local Vendor Affidavit of Eligibility through completion of the Contract term, the County may terminate this Contract immediately. Such termination is effective upon the party's receipt of the Notice of Termination. Termination for nonperformance and/or failure to maintain the requirements of a local vendor category upon which the Contractor was awarded a contract may be used for consideration for future awards. Any work completed or services provided prior to the date of termination shall, at the option of the County, become the property of the County. The County is only responsible for payment for services provided prior to the effective date of termination.

The County may terminate this Contract if the Contractor fails to (1) deliver the product within the time specified in this Contract or any extension, (2) maintain adequate progress, thus endangering performance of this Contract, (3) honor any term of this Contract, (4) abide by any statutory, regulatory, or licensing requirement, or (5) failed to remedy any breach of the Contract in the time specified in a notice to cure. The County, in its sole discretion, may issue a notice to cure before termination giving Contractor a reasonable time to cure the breach. The Contractor shall continue work on any work not terminated. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County.

21. **TERMINATION FOR CONVENIENCE:** Either party may terminate this Contract for convenience upon thirty (30) days written notice to other party.

22. **INDEPENDENT CONTRACTOR:** The Contractor shall perform the services under this Contract as an independent Contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Contractor or any of its agents or employees to be the agent, employee or representative of the County.

23. **RIGHT TO AUDIT RECORDS:** In performance of this contract, the Contractor shall keep books, records, and accounts of all activities related to this contract, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Contractor in conjunction with this contract shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by the Contractor for a period of three (3) years after termination of this contract, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) Florida Statutes. All records or documents created by (CONTRACTOR), or provided to (CONTRACTOR), in connection with the activities or services provided under the terms of this Contract are public records and shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The Contractor agrees to comply with any request for such public records made in accordance with Chapter 119, Florida Statutes.

24. **UNAUTHORIZED ALIEN WORKERS:** Brevard County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a contractors intentional employment of unauthorized aliens as grounds for immediate termination of this contract.

25. **FEDERAL TAX ID NUMBER:** The Contractor shall provide to the County their Federal Tax ID Number or, if the Contractor is a sole proprietor, a Social Security Number.

26. **EMPLOYMENT:** The Contractor shall not engage the services of any person or persons now employed by the County, including any department, agency, board or commission thereof, to provide services relating to this contract without written consent from the County.

27. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

28. **WAIVER:** The delay or failure by the County to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

29. **NON-EXCLUSIVE AGREEMENT:** Both parties acknowledge that this Contract does not establish an exclusive agreement for the indicated services and does not preclude the County from entering additional and/or separate contracts for similar services, utilizing other existing contracts for similar services, or acquiring emergency services as determined by the County to be required.

30. **CONSTRUCTION OF AGREEMENT:** The parties hereby acknowledge that they fully reviewed this Contract and its attachments and had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

31. **NOTICE:** Notice under this Contract shall be given by certified mail or hand delivered as follows: Teresa Camarata, Central Services Director, Brevard County Board of County Commissioners, 2725 Judge Fran Jamieson Way, Suite C-303, Viera, FL 32940 and Notice shall be given to the Contractor by certified mail or hand delivery as follows: Chris Hughes, President, Eau Gallie Electric, Inc., 2012 Aurora Rd., FL 32935.

END OF PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

ATTEST:

Scott Ellis, Clerk of Court

Reviewed for legal form & content:

Alanson L. Wilson, 10/1/15
Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

By: _____
Robin L. Fisher, Chair
Brevard County Commission

Date: _____
As Approved by the Board on: November 18, 2014

SEAL

ATTEST:

Scott Ellis
Signature



CONTRACTOR

By: *Chris Hughes, President*
Signature

Date: 9.23.15

Chris Hughes, President

Eau Gallie Electric, Inc.

2012 Aurora Rd

Melbourne, FL 32935

321/259-2885

ATTACHMENT “A”

Scope of Services

Attachment "A"
Emergency Generator Maintenance & Repair Services
BID #B-5-15-32
SCOPE OF SERVICES

1. The purpose of this bid is to establish a standard hourly rate for non-emergency and emergency generator repair services and optional services for preventative maintenance and loadbank testing on an as needed basis. **Note: County staff currently services the engine system of each generator. However, the County retains the right at its discretion, to acquire parts and/or services for all generator components from awarded Contractor(s).**

Exact quantities of service to be procured under this bid agreement cannot be determined. Orders will be issued on an "as required basis." The historical expenditures Countywide on this bid for Fiscal Year 2013 (October 1, 2012 through September 30, 2013) was \$79,210; Fiscal Year 2014 (October 1, 2013 through September 30, 2014) was \$193,609.

2. Awarded Contractor(s) will be issued purchase orders for task requested. The purchase orders will reference this bid number. The provisions contained in this bid will be considered firm and both parties agree to abide by them for each purchase order issued, work assigned, and project undertaken.

3. AUTHORIZED SERVICE FACILITY:

The awarded Contractor must be a manufacturer's authorized repair facility and employ technicians trained and skilled in the electrical, electronic, and mechanical maintenance and repair of the generators listed in Attachment "B". Contractor shall provide signed manufacturer(s) document on company letterhead stating company is approved authorized provider. The technicians employed by the contract must be trained per manufacturer in all areas of stand-by power systems and will be expected to diagnose, troubleshoot, and repair generators and their associated equipment.

4. PARTS:

All replacement/repair parts must be genuine original manufacturer's parts, unless approved by the County designated representative, and must be either new or like-new refurbished parts, which shall be invoiced appropriately to the County. Replaced (old) parts shall become the property of the contractor and shall be disposed of according to industry standards and federal, state, and local laws/ordinances. New and refurbished replacement/repair parts shall become the property of the County. Only parts approved by the original manufacturer, for the specific device being serviced shall be used when replacement/repair parts are required. Used or re-manufactured parts for obsolete and/or items no longer in production by manufacturer. Contractor must obtain approval from Brevard County prior to purchase and installation.

All parts and materials supplied by the contractor during general and emergency repair services shall be on an "actual cost-plus-percentage" basis, as bid by the contractor. Each invoice shall include adequate detail to identify each service call. At a minimum the detail shall include the following: the date of the service call, service location, *copies of invoices for any materials furnished*, job classification of employee performing work, the applicable hourly rate, arrival time on-site, the time service call was completed, total time on-site and total charges for the call.

5. Contractor shall provide all equipment necessary to provide full maintenance and repairs as specified in the document. Charges for equipment used during maintenance and repair (i.e.:) shall be included in the hourly rate.
6. For any new equipment furnished and installed by the contractor, he/she will provide two (2) copies of the operating and maintenance instructions, and a listing of the manufacturer's spare parts for the stated equipment.
7. EQUIPMENT: The County reserves the right to add or delete any equipment from service provided under this contract. The contractor shall provide service on additional and/or new equipment, of the same make and model, at the same hourly rate or less as the price bid under this contract. The contractor shall, under no circumstances, remove any equipment containing a County asset control sticker. The contractor shall request that, when replacing equipment, the property sticker be removed by an appropriate department staff.
8. TIME: The Contractor acknowledges that time is of the essence and agrees to complete the services as specified in each task order issued to the awarded Contractor. The Contractor agrees that all work shall be prosecuted regularly, diligently, and uninterrupted at such a rate as will ensure full completion within the time specified in each task order.
 - A. EMERGENCY SERVICE: Emergency repairs shall be addressed within a two (2) hour period and all non-emergency repairs within seventy-two (72) hours from time of notification.

- 1) Emergency repair service during normal business hours will be coordinated by the user department's representative before any services are performed.
- 2) Emergency repair services after normal business hours will be authorized by a Central Fleet Services representative and/or user department's representative who will notify Central Fleet of service by the next business day.
- 3) If Emergency Service is required during normal business hours, standard rates apply. If emergency service is required at hours other than normal business hours (including holidays recognized by the County, after-hours and weekend work), the hours worked may be considered overtime and charged at the appropriate rate as specified on the Price Sheet.

B. **RATES:** The cost for labor shall be based upon the hourly rate bid herein and the Contractor's time **shall start upon arrival at the jobsite and shall conclude upon leaving the jobsite.** The rate bid herein shall include direct labor, miscellaneous tools and equipment, overhead, travel/trip charge, and total profit necessary for the service to be provided. Contractor must check-in with County staff upon arrival and departure, and for any break times for accuracy of billing hourly rates (either in person or via phone for after hours work or if County staff is not onsite). Contractor must also clearly identify to County staff the number of workers are on the job site at any given time. **ALL HOURS WORKED WILL BE VERIFIED BY COUNTY STAFF BEFORE AN INVOICE IS PROCESSED FOR HOURLY LABOR.**

- 1) **STANDARD HOURLY RATES:** All generator repair/maintenance services shall be coordinated and performed between normal business hours 8:00 a.m. – 5:00 p.m., Monday through Friday, unless otherwise approved by the County. There shall be no overtime, weekend, and/or holiday work unless specifically authorized by the County.
- 2) **OVERTIME RATE:** Hours other than the normal business hours (as described above), including holidays recognized by the County, after-hours and weekend work (both emergency and non-emergency) may be considered overtime and charged at the appropriate rate as specified on the Price Sheet.
- 3) **SPECIAL RATE:** Proprietary software for switches. Contractor may secure the manufacturer's authorized technician for proprietary issues. The billable rate to the County may not exceed 1.5x the contracted hourly rate. The Contractor shall obtain the County's approval prior to contracting with such manufacturer or authorized technician.

The Contractor shall bid one hourly rate herein and it shall include direct labor, miscellaneous tools and equipment, overhead, and total profit. Should the contractor have to depart the jobsite to secure parts not on hand, a maximum time of one (1) hour of labor time for one (1) technician will be allowed for and paid for by the County. Any time taken in excess of one (1) hour or any additional trips for materials taken shall be at the expense of the contractor.

*****PLEASE NOTE:** The Contractor shall include in their hourly rates, all overhead, profit, estimates, administrative cost, insurance, fuel, truck mileage, travel time, worker's compensation, unemployment insurance, social security, etc., in the labor rate. **NO ADDITIONAL COSTS WILL BE ALLOWED.** **Contractor shall not invoice Brevard County for any fuel surcharges.**

9. **TRIP CHARGE:** Any travel time and expenses shall be borne by the contractor and should be included in the hourly rates and/or rate per gallon. Contractor shall not invoice Brevard County for any travel or fuel surcharges.

10. **ESTIMATE PREPARATION:**

The Contractor shall not charge the County for any estimates. Contractor shall submit estimates within three (3) days, and if any work is required to determine estimate, it shall be at contractor's own expense. This will include estimates for determining sizes of future generators, transfer switches and all other estimates required by owner.

It is the responsibility of the awarded Contractor to ensure that the County receives the best competitive pricing on all repair services throughout the term of this agreement. The County may check open market prices for parts and repairs throughout the term of this agreement to ensure compliance with this provision. The County reserves the right to utilize the County's established purchasing policy to obtain bids and select other vendors as required, for any repairs that the County may deem necessary, throughout the term of this contact and the County shall have no obligation to give the vendor any minimum amount of repair work.

The contractor is responsible for the proper handling and storage of all materials while working on a generator set and for the restoration of the site prior to leaving the work area. Departments and User Agencies may make exceptions to this process in case of emergencies. Deviations from the estimate/quote submittal process are at the County's discretion.

The contractor shall be given a scope of work for each project and shall be required to visit the work site. It is the contractor's responsibility to ensure they have all the information to prepare accurate estimates/quotes.

The contractor's estimate/quote to the County for completing the work shall include the number of days to complete the work and the total price to complete the work, including the work items required. The contractor should outline in their estimate/quote specific information including: hourly labor rates and equipment with operator, as bid, number of hours required, list of materials to include description, cost, and sales tax on materials, if applicable, and permits costs, if applicable. The County shall not pay any additional amount, including add-ons, administrative fees, copy fees, demurrage, disposal fees, environmental fees, fuel charge, incidentals, licenses or permits, pass through, restocking, service fees, shipping, loading or unloading, surcharges, taxes imposed on the contractor, sub-contractors or delivery companies, tool allowance or utility increases.

All estimate preparation should be at no charge to the County, regardless as to whether the County elects to do the work.

The contractor's estimate/quote will be evaluated to determine if the scope has been clearly and accurately understood, the work has been properly estimated with supporting data presented and that material and equipment estimates are reasonable and properly documented. The County reserves the right to disapprove the estimate/quote and shall have no obligation to issue a Purchase Order for the work.

THE ESTIMATE/QUOTE PROVIDED SHALL BE FIRM; NO INCREASES WILL BE PERMITTED OR APPROVED UNLESS UNFORESEEN CIRCUMSTANCES ARISE.

11. **DISCOVERY/UNFORESEEN CONDITION:** If during the course of the work, the Contractor encounters unforeseen conditions which impact the scheduled work and which could not be initially evaluated, the Contractor shall IMMEDIATELY notify department representative and ***shall not*** proceed without written authorization from the County designee.
12. **TEMPORARY GENERATOR:** A temporary generator for emergency power needed to maintain or control a variety of situations during repairs shall not be installed and/or charged to Brevard County without authorized approval consent of Building & Operations Manager or Fleet Services Manager.
13. **Invoices must be submitted within ten (10) business days following completion of work as to comply with the fiscal responsibilities of Brevard County.** Invoices shall be broken down by date of service call, description of service, hours worked (indicate start and end time), parts number(s), and any discounts offered. Invoice must also include the name of the County staff person who verified the hours worked onsite by the contractor.
14. The contractor shall not charge Brevard County any warranty handling fees.
15. **OPTIONAL SERVICES**
 - A. **PREVENTATIVE MAINTENANCE**

The electrical power production PM service shall include but is not limited to all items shown in "Generator Listing - Exhibit A" and "Transfer Switch List - Exhibit B". The annual electrical power production PM is a FLAT RATE per unit and shall, at a minimum, specifically include the following required checks and services:

- Auto Transfer Switch – lubricate as needed.
- Auto Transfer Switch – visual and infrared inspection of all mechanical contacts in transfer switches, following National Fire Protection Association® (NFPA®) specifications 70E, noting any arcing of any kind.
- Auto Transfer Switch (ATS) – general condition and operation check (ATS requirements apply only to generators with ATS).
- Auto Transfer Switch Exerciser – set time on/off.
- Auto Transfer Switch Time delays – check and set as needed.
- Building load (for fixed generators), indicate building load or load blank.
- Building load amps for L1 and L2.
- Carburetor/governor – adjust as necessary for proper operation of the electrical power production system and notify the County if any mechanical repairs are necessary.
- Electrical connections, covers and shields – check and repair as needed.
- Frequency output in Hz.
- Gauges – check and calibrate.

- Grounding bond strap – check to ensure connection is tight and free from corrosion.
- Main bearing – grease.
- Safety warning signs (ex: WARNING HIGH VOLTAGE) check and replace any signs that are faded or illegible.
- Thermal scan ATS breaker main line primary side (perform all thermal scans after generator has run under load for at least fifteen (15) minutes).
- Thermal scan ATS breaker main line secondary side.
- Thermal scan ATS emergency side while ATS is in emergency position.
- Thermal scan ATS load side.
- Thermal scan ATS utility side while ATS is in normal position.
- Voltage, AC, for L1, L2 and L1+L2.
- Voltage, DC.

B. LOADBANK TESTING: Resistive (Optional Service)

Loadbank resistive test will be conducted on an as-needed basis and be at the discretion of the County representative. Loadbank testing shall include:

Loadbank (resistive) test for each generator under variable full-rated load for at least four (4) hours

A record of all operating systems of the alternator and the engine during the loadbank test at fifteen (15) minute intervals
Loadbank Report: When a loadbank test has been ordered by the County, a loadbank report of all testing performed shall be submitted no later than fifteen (15) working days after the loadbank test is completed. The report shall include technician name, date of service, generator unit number, and itemized test readings at fifteen (15) minute intervals. Also included shall be recommendation of additional work or repairs for each unit serviced. The reports shall be submitted to the County's designated contact person.

ATTACHMENT “B”

Generators

- Exhibit A – Generator Size & Model List
 - Exhibit B – Transfer Switch List