

V.I.C.2

Meeting Date
August 18, 2015



AGENDA	
Section	Consent
Item No.	V.I.C.2

**AGENDA REPORT**  
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	PERMISSION TO ISSUE OPEN PURCHASE ORDERS (FY 2015/2016) TO APPROVED VENDORS OF RECORD
DEPT/OFFICE:	CENTRAL SERVICES DEPARTMENT/PURCHASING SERVICES

Requested Action:

It is requested the Board:

1. Approve the use of State Contract, cooperative contracts and other agency contracts as vendors of record on the attached list.
2. Approve the use of the attached vendors determined to be the sole source for the products or services indicated.
3. Approve the issuance of blanket purchase orders and authorize the Chairman to execute contracts to those vendors, exceeding \$100,000.
4. Approve competitive action in the event of unforeseen changes to the approved vendors and/or the cooperative purchasing programs.

Summary Explanation & Background:

County Policy BCC-25 requires Board approval to purchase from:

1. Competitive State or other cooperative agreements exceeding \$100,000.
2. Sole source and/or Proprietary purchase, which in some cases may be the original equipment manufacturer (OEM) for parts and service compatibility, where purchase exceeds \$100,000.

On Sept. 15, 1987, the Board directed vendors of record within these categories be brought to the Board for approval on an annual basis. Approval of this action will eliminate repetitive Board action requesting permission to utilize vendors of record listed. Also to expedite the process, the County Manager currently has Board authorization to approve utilization of vendors of record listed up to \$100,000. On August 9, 2011 the Board approved an Interlocal Agreement to allow participation in a purchasing arrangement now known as the Brevard County Public Entity Purchasing Cooperative. Local Governmental entities within the Brevard County geographic area have entered into an Interlocal Agreement to create a Cooperative Purchasing group. Cooperative purchasing programs contribute to cost savings by taking advantage of volume buying, consolidated bid solicitation and product testing. These programs also facilitate the sharing of information and expertise about commodities and services being procured and often attract more competition and reduce administrative costs. Brevard County also participates in other intergovernmental cooperative purchasing programs through the National Association of State Procurement Officials (NASPO) (NACO), Western State Contracting Alliance (WSCA) and U.S. Communities which offer local government's access to nationally solicited contracts that provide significant reductions in price and guaranteed delivery features.

Continued, Page 2

Clerk to the Board instruction: Return copy to the Department

Exhibits Attached: Vendors/Commodities Listing

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

SUBJECT: PERMISSION TO ISSUE OPEN PURCHASE ORDERS (FY 2015/2016) EXCEEDING \$100,000 TO APPROVED VENDORS OF RECORD

SUMMARY EXPLANATION & BACKGROUND, CONTINUED

Commodity contracts initiated by the State of Florida promote quality control, continuity and product standardization, which if found defective or unsatisfactory, may be tested by the Florida State Bureau of Testing. The State of Florida bids present a cost savings, as those contracts executed in prior years and extended at the same pricing are not influenced by inflation. Likewise, the State of Florida evaluates each bid to ensure that the continuance of a contract is favorable prior to extension of the agreement. Purchasing Services seeks the best value by optimizing pricing, transaction costs, and processing time through the strategic use of cooperative procurement vehicles.

OEM (Original Equipment Manufacturer) repair and/or parts vendors, or their exclusive authorized representatives, provide service, usually for heavy industrial equipment. Their services are not normally franchised to retailers but retained under the control of the OEM to ensure quality control and equipment reputation. Copies of authorization letters are on file at Purchasing Services. In addition to providing a high level of quality and longevity, use of OEM parts and service providers insures that equipment warranties are not diminished or voided.

Approval of this action will eliminate an estimated fifty additional Board actions granting permission to purchase common items and services from differing agencies.

Fiscal Impact FY 15/16: Estimated annual amounts are based upon historical use. Minimizing administrative costs insures efficient use of available funds and the timely provision of commodities and services. Establishment of costs associated with these commodities/services is allocated to individual agencies funding source. Funds will be encumbered through user initiated blanket purchase orders.

Name: Contact: Leslie Rothering, Purchasing Services  
Phone: x5-6038, [leslie.rothering@brevardcounty.us](mailto:leslie.rothering@brevardcounty.us)



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.2., Permission to Issue Open Purchase Orders (FY2015/2016) to Approve Vendors of Record

The Board of County Commissioners, in regular session on August 18, 2015, approved the use of State Contract, cooperative contracts, and other agency contracts as vendors of record list for 2015/16; approved the use of 2015/16 vendors determined to be the sole source for the products or services indicated; approved the issuance of blanket purchase orders; authorized the Chairman to execute contracts to those vendors, exceeding \$100,000; and approved competitive action in the event of unforeseen changes to the approved vendors and/or the cooperative purchasing programs.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

/kg

cc: Finance  
Budget

VENDORS OF RECORD LIST  
FY 2015/16

COMMODITY	EST.\$ ANNUALLY	VENDOR(S)	AGREEMENT EXPIRATION / OTHER	JUSTIFICATION
<b>State Contracts, Cooperative Contracts and other Agency Contracts</b>				
A/C (HVAC) SUPPLIES	\$100,000.00	Interline Brands; Johnstone Supply; P.E.C.O. Enterprises	11/19/16	SCHOOL BOARD OF BREVARD COUNTY ITB#14-B-023-DR
CARPET & FLOOR MATERIALS	\$100,000.00	TANDUS(COLLIN & AIKMAN), CONTINENTAL, INTERFACE, MANNINGTON MILLS, MOHAWK, SHAW, (PRIMARY VENDORS UTILIZED, OTHERS LISTED MAY BE UTILIZED)	03/18/16	STATE OF FLORIDA #360-240-12-1
Club Car and E-Z-GO Equipment	\$100,000.00	E-Z-GO Jeffery Allen	12/31/18 12/31/17	National IPA via City of Tucson #130795 US Communities contract# EV2024-02
COMPUTER I.T. HARDWARE (DELL)	\$600,000.00	DELL MARKETING L.P.; 7 Other Vendors	09/30/16	(WSCA) 250-WSCA-10-ACS MASTER PRICE AGREEMENT BREVARD COUNTY CONTRACT CODE: WN05ACA
Construction, Industrial, Agricultural, & Lawn Equipment	\$285,000.00	WESCO TURF SUPPLY FOR TORO PRODUCTS PRIMARY; RING POWER FOR FECON PRODUCTS; JOHN DEERE FOR DEERE PRODUCTS; STIHL FOR STIHL SOUTHEAST; OTHERS LISTED.	12/31/15	STATE CONTRACT #760-000-10-1
Equipment Rental	\$100,000.00	Hertz Equipment Rental	03/31/17	STATE CONTRACT #518-410-14-ACS
FENCING	\$125,000.00	ALL-RITE, MOSSY OAK (dba ATLANTIC FENCE OF BREVARD), EAST COAST FENCE	01/22/16	SCHOOL BOARD OF BREVARD COUNTY ITB#13-B-035-LL
FIRE EQUIPMENT & SUPPLIES	\$185,000.00	A ONE FIRE, BENNETT, DANA SAFETY, ELITE, MUNICIPAL EQUIPMENT, MUNICIPAL EMERGENCY, NAFECO, PIERCE, TEN 8 FIRE, PRO-AM SAFETY, FISHER SAFETY; BEE SAF-TEE;	06/30/16	LAKE COUNTY CONTRACT 12-0806 A-O
FUEL (DIESEL/GAS)	\$4,000,000.00	GLOVER OIL	06/10/17	COOPERATIVE BID, SCHOOL BOARD 14-085-DR
FURNITURE-OFFICE AND FILES (Steel Case Inc.)	\$200,000.00	AMERICAN BUSINESS INTERIORS (PRIMARY VENDOR UTILIZED HON, HERMAN, MILLER, KIMBALL, NATIONAL OFFICE - OTHERS LISTED);	03/01/16	STATE CONTRACT #425-001-121
General Contractor Services	Utilized for Repair/Maintenance/CI P Projects approved in adopted budget.	C&D, CANAVERAL, DOUG WILSON, HEARD, IVEYS, SOUTHLAND, W&J CONSTRUCTION	05/14/16	SCHOOL BOARD RFP# 13-P-039-KR
HARDWARE, MRO EQUIPMENT AND FACILITIES MAINTENANCE SUPPLIES	\$175,000.00	LOWES, FASTENAL, GRAINGER (primary vendors, others listed may be utilized)	3/31/2018 02/28/17 11/14/15 10/21/18	THE COOPERATIVE PURCHASING NETWORK (TCPN) #R142101, R142102, R142104(Lowe's exp: 3/31/16); state 445-001-11-1 & 450-000-11-ACS; NJPA #091214-WWG (Grainger exp: 10/21/18)
HAZARDOUS COLLECTION & DISPOSAL	\$100,000.00	EQ The Environmental Quality Co.	04/30/17	Hillsborough County #S-0124-0-2012/EM
LABORATORY SERVICES	\$200,000.00	PACE ANALYTICAL	07/17/16	Palm Beach County # 13-242
RESEARCH LABORATORY SUPPLIES	\$100,000.00	FISHER SCIENTIFIC / FISHER SAFETY	2/12/20; 6/30/18	State of Florida #411-200-00-15-ACS; US Communities #C15-JL-12
LIBRARY MATERIALS AND BOOKS	\$1,600,000.00	BAKER & TAYLOR, BRODART, DAVIDSON TITLES, DEMCO, EBSCO, FOLLETT(BWI), INGRAM, GALE GROUP, MIDWEST, PROQUEST, RECORDED BOOKS, UNIQUE, (PRIMARY VENDORS UTILIZED, OTHERS LISTED MAY BE UTILIZED)	02/28/17	STATE OF FLORIDA CONTRACT #715-001-07-1, LIBRARY MATERIALS
OFFICE SUPPLY	\$180,000.00	OFFICE DEPOT, STAPLES ADVANTAGE, INDEPENDENT STATIONERS	10/17/16; 1/20/19; 2/28/18	FL STATE CONTRACT #618-000-11-1; NJPA #010615-SCC; TCPN #R14701: GSA #GS-14F

VENDORS OF RECORD LIST  
FY 2015/16

COMMODITY	EST.\$ ANNUALLY	VENDOR(S)	AGREEMENT / EXPIRATION / OTHER	JUSTIFICATION
<b>State Contracts, Cooperative Contracts and other Agency Contracts (Continued)</b>				
Playground Equipment	\$100,000.00	Various Vendors	11/30/16	Volusia County #CL-506GH
Playground Equipment & Amenities (Musco Lighting)	\$200,000.00	Various Vendors	02/11/17	Clay County Contract 13/14-8 Park Amenities and Playground Equipment - Musco Lighting
PLUMBING SUPPLIES	\$100,000.00	APPLE SPECIALTIES, BEST PLUMBING, FERGUSON, GORMAN, INTERLINE BRANDS	12/10/16	COOPERATIVE BID, SCHOOL BOARD #14-045-DW
POLYMER	\$150,000.00	FORT BEND	09/30/16	BAY COUNTY #12-39(AWT) Bay County to have new contract against Bid 15-29 in place by 10/1/15
PREFABRICATION CONCRETE RESTROOMS	\$100,000.00	CXT, Inc.	04/23/17	NJPA #022113-CXT
PUMP & MOTOR REPAIR SERVICES	\$165,000.00	FL ARMATURE WORKS, INC.	02/07/16	THE TOHO WATER AUTHORITY #12-006
PUMP & DEWATERING PARTS	\$100,000.00	THOMPSON PUMP & MFG	04/10/18	NJPA #031014-TPM
RADIO MAINTENANCE & REPAIR, 800 MHZ	\$350,000.00	Harris Co. c/o Communications International	06/30/21	FL STATE CONTRACT 725-001-01-1
TIRES & SERVICES	\$450,000.00	Goodyear, Bridgestone, Continental, Goodyear, Michelin, Trelleborg	02/28/17 08/27/16	FL SHERIFF'S ASSOCIATION (FSA) Bid #15/17-07-0220; STATE OF FLORIDA CONTRACT #863-000-10-1
VEHICLES (LIGHT TRUCKS, VANS AND CARS)	\$1,000,000.00	Alan Jay; Don Reid Ford; Duval Ford FY 2016 vendors TBD. FSA currently soliciting new bids.	09/30/16	FL SHERIFF'S ASSOCIATION BID 14-22-0904; 14-12-0904 BIDS 15-23-0904 and 15-13-0904 Currently Advertised by FSA, which when awarded will expire 09/30/2016.
WATER/WASTEWATER - MANHOLE LINERS	\$300,000.00	The Hinterland Group	01/14/16	Palm Beach County KMA WUD12-001A
<b>Sole Source including original equipment manufacturer and sole authorized distributors</b>				
AUTO, TRUCK, HEAVY EQUIPMENT, MOWER PARTS	\$150,000.00	NORTRAX EQUIPMENT, ROBINSON EQUIPMENT, KNAPHEIDE TRUCK EQUIPMENT SOUTHWEST, GREAT SOUTHERN EQUIPMENT	CONTINUING	Distributor - NORTRAX: SOLE AUTHORIZED DISTRIBUTOR FOR COMPACTION AMERICA (BOMAG) PRODUCTS, JOHN DEERE AND GENUINE TIGER PARTS FOR BREVARD COUNTY; ROBINSON SOLE AUTHORIZED DEALER KUBOTA, BUSH HOG, HENRY MITCHEM EQUIPMENT, MASSEY FERGUSON; KNAPHEIDE - AUTHORIZED ADRIAN/KNAPHEIDE, GRADALL HYDRAULIC EXCAVATOR DEALER FOR BREVARD COUNTY
FIRE EQUIPMENT	\$100,000.00	TEN-8 FIRE EQUIPMENT INC	AUTHORIZED DISTRIBUTOR	SOLE AUTHORIZED DISTRIBUTOR FOR PIERCE PARTS AND SERVICE BREVARD COUNTY;
GE LED Traffic Signals Sales and Service	\$100,000.00	Transportation Control Systems	CONTINUING	Exclusive distributor for sales and service of GE LED Traffic Signals for entire state of Florida

VENDORS OF RECORD LIST  
FY 2015/16

COMMODITY	EST.\$ ANNUALLY	VENDOR(S)	AGREEMENT / EXPIRATION / OTHER	JUSTIFICATION
<b>Sole Source including original equipment manufacturer and sole authorized distributors (Continued)</b>				
GRADALL HYDRAULIC EXCAVATOR SERVICE AND PARTS	\$250,000.00	GREAT SOUTHERN EQUIPMENT (GSX)	SOLE AUTHORIZED DISTRIBUTOR AND SERVICE CENTER	ONLY AUTHORIZED DISTRIBUTOR FOR SALES, SERVICE AND PARTS FOR GRADALL HYDRAULIC EXCAVATOR PRODUCTS, KAWASAKI LOADERS, KOBELCO EXCAVATORS, SAKAI COMPACTION EQUIPMENT, KAISER WALKING EXCAVATORS, CTP AFTER MARKET CAT PARTS IN CENTRAL AND SOUTHERN FLORIDA INCLUDING BREVARD COUNTY.
HEAVY EQUIPMENT AND PARTS, GENERATORS AND GPS SOFTWARE	\$375,000.00	RING POWER CORPORATION	AUTHORIZED DISTRIBUTOR	SOLE AUTHORIZED DISTRIBUTOR CATERPILLAR PRODUCTS AND SERVICE FOR BREVARD COUNTY
LIBRARY DIGITAL MATERIALS	\$150,000.00	OVERDRIVE	CONTINUING	MANUFACTURER AND SOLE PROVIDER OF OVERDRIVE DIGITAL LIBRARY SYSTEM
LIFEPAK 12 DEFIBRILLATOR, AED PRODUCTS, & MAINTENANCE	\$415,000.00	PHYSIO-CONTROL, INC	SOLE SOURCE	SOLE SOURCE MANUFACTURE AND HAS NO DEALERS OR RESELLERS FOR BREVARD COUNTY
MOSQUITO CONTROL CHEMICALS	\$300,000.00	CLARKE MOSQUITO CONTROL	CONTINUING	MANUFACTURER AND SOLE SOURCE OF BIOMIST, DUJET, MOSQUITOMIST, ANVIL, COCOBEAR, NATULAR, AND AN ALTOSID AUTHORIZED DISTRIBUTOR.
MOSQUITO CONTROL CHEMICALS	\$400,000.00	ADAPCO	CONTINUING	SOLE AUTHORIZED DISTRIBUTOR FOR DIBROM, AGNIQUE, FOURSTAR, AQUABAC, SPHERATAX, AND SCOURGE. AN AUTHORIZED DISTRIBUTOR FOR BVA, ZENIVEX AND ALTOSID
MOSQUITO CONTROL CHEMICALS	\$150,000.00	UNIVAR USA	CONTINUING	MANUFACTURER AND SOLE DISTRIBUTOR OF MASTERLINE CONTROL, MASTERLINE AQUACONTROL, MASTERLINE LARVICIDE OIL, MASTERLINE BIFENTHRIN
PAINT: Recycled Bulk	\$100,000.00	Richard's Paint	CONTINUING	SOLE SOURCE WITHIN BREVARD COUNTY TO PROVIDE SERVICES (Solid Waste)
PHARMACEUTICALS	\$100,000.00	AVENTIS(Merial), BAYER, PFIZER, GLAXO-KLINE, NORVARTIS, MERCK	CONTINUING	PROPRIETARY & SOLE SOURCED DISTRIBUTORS. CONTROLLED MEDICINE THAT MUST BE DIRECT SHIPPED.
POSI-SHELL ENVIRONMENTAL COATING (SUPPLIES & EQUIPMENT)	\$100,000.00	LSC ENVIRONMENTAL PRODUCTS	AUTHORIZED DISTRIBUTOR	SOLE AUTHORIZED DISTRIBUTOR POSI-SHELL PRODUCTS AND SERVICE FOR BREVARD COUNTY
THOMPSON PUMP WELLPOINT HEADER PIPE, HEADER VALVE ASSEMBLY; VALVE WRENCH; RISER SWINGS FOR TPM HEADER PIPE AND SELF JETTING WELLPOINT WITH DROP TUBES	\$100,000.00	THOMPSON PUMP & MANUFACTURING COMPANY	CONTINUING	OEM AND SOLE PROVIDER OF THOMPSON PUMP EQUIPMENT AND PARTS IN COUNTY'S EXISTING INVENTORY

VENDORS OF RECORD LIST  
FY 2015/16

COMMODITY	EST.\$ ANNUALLY	VENDOR(S)	AGREEMENT / EXPIRATION / OTHER	JUSTIFICATION
<b>Sole Source including original equipment manufacturer and sole authorized distributors (Continued)</b>				
TORO TURF EQUIPMENT & GOLF COURSE IRRIGATION PARTS	\$100,000.00	WESCO TURF SUPPLY	CONTINUING	SOLE AUTHORIZED DISTRIBUTOR FOR TORO TURF EQUIPMENT AND PARTS AND GOLF COURSE IRRIGATION PARTS FOR BREVARD COUNTY; BOARD STANDARDIZATION RECEIVED FOR TORO IRRIGATION PARTS
TRAFFIC SIGNAL - ALPHA TECHNOLOGIES; RTC MANUFACTURING; POLARA ENGINEERING TRAFFIC PRODUCTS; DIALIGHT CORP.; CARMANAH; THK SECURITY PRODUCTS AND SENSYS NETWORKS EQUIPMENT	\$100,000.00	Temple Inc.	CONTINUING	SOLE AUTHORIZED DISTRIBUTOR IN STATE OF FLORIDA FOR ALPHA TECHNOLOGIES; RTC MANUFACTURING; POLARA ENGINEERING TRAFFIC PRODUCTS; DIALIGHT CORP.; CARMANAH NETWORK EQUIPMENT AND PRODUCTS, AND TKH SECURITY PRODUCTS
VAC-CON SEWER TRUCK PARTS, AND SERVICE	\$100,000.00	SOUTHERN SEWER EQUIPMENT SALES (SSES)	CONTINUING	SOLE AUTHORIZED VAC-CON DEALER FOR SALES, PARTS AND SERVICE IN THE STATE OF FLORIDA, EXCLUDING PANHANDLE.
Water/Wastewater OVIVO USA, LLC EIMCO Process Equipment, Baker Process, EIMCO Water Technologies, Dorr-Oliver and Dorr-Oliver EIMCO Municipal Water and Wastewater Equipment and Parts	\$365,000.00	Ovivo USA, LLC DBA TSC-Jacobs	CONTINUING	SOLE AUTHORIZED DISTRIBUTOR FOR OVIVO USA, LLC'S EIMCO AND DORR-OLIVER EQUIPMENT AND PARTS
WATER/WASTEWATER GA INDUSTRIES ENGINEERED VALVE PRODUCTS, PARTS AND SERVICES	\$100,000.00	TOM EVANS ENVIRONMENTAL	CONTINUING	SOLE EXCLUSIVE FACTORY AUTHORIZED REPRESENTATIVE FOR GA INDUSTRIES
WATER/WASTEWATER SULZER ABS PUMPS AND PARTS	\$110,000.00	HYDRA SERVICES INC	CONTINUING	SOLE AUTHORIZED SUPPLIER FOR ALL SULZER ABS PRODUCTS FOR STATE OF FLORIDA, EXCLUDING COUNTIES OF SARASOTA, DESOTO, CHARLOTTE, GLADES, LEE, HENDRY, COLLIER, AND MONROE
WATER/WASTEWATER TELEMETRY EQUIPMENT BRISTOL SCADA INCLUDING COMPONENTS OF CONTROLWAVE PAC, MICRO RTUS AND OPEN BSI AND OPEN ENTERPRISE SOFTWARE	\$610,000.00	BRISTOL INC. / EMERSON PROCESS MANAGEMENT POWER & WATER SOLUTIONS, INC.	CONTINUING	OEM - BOARD STANDARDIZED EQUIPMENT 1991 - SOLE MANUFACTURER. SOLE AUTHORIZED ENTITY FOR SALES OF PRODUCTS TO ALL WATER AND WASTEWATER CUSTOMERS.

VENDORS OF RECORD LIST  
FY 2015/16

COMMODITY	EST.\$ ANNUALLY	VENDOR(S)	AGREEMENT EXPIRATION / OTHER	JUSTIFICATION
<b>Other</b>				
GOLF RETAIL SUPPLIES	\$135,000.00	ADAMS GOLF LTD, AHEAD HEADGEAR, AM PLAYER, AMERICAN DRY GOODS, ANTIGUA GROUP, ATLAS PEN & PENCIL, BAG BOY, BODEK & RHODES, BRIDGESTONE, CALLAWAY GOLF, CAYMAN GOLF, CHILLIWEAR, CLEVELAND GOLF/SRIXON, DEVANT, DIRT CHEAP, EASY PICKER, EISINGER-SMITH, FLAK, FLORIDA SPACE COAST GOLF ASSOCIATION, FOOTJOY, GEAR FOR SPORTS, GLOBAL GOLF, GOLF VENTURES, HORNUNGS, I. STERN & CO, MARTINI GOLF TEES, MISSION BELT, MOBILE PRO, NIKE, PING, PROACTIVE SPORTS GROUP (CLICGEAR), PUKKA GOLF SKETCHERS, ST. ANDREWS PRODUCTS, STERLING CUT GLASS, TEAM EFFORT, TIFOSI OPTICS, TITLEIST, TOWN TALK, US GLOVE, ZERO FRICTION PERFORMANCE GOLF	RETAIL SALES	RETAIL SUPPLIES FOR RESALE (AVERAGE MARK-UP OF 30% REPRESENTS GROSS PROFIT TO THE COUNTY)

AGREEMENT FOR ENGINEERING AND CONSULTING SERVICES,  
SOLID WASTE MANAGEMENT DEPARTMENT

This AGREEMENT made and entered into this 18 day of AUG 2015 by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County", and NEEL-SCHAFFER, INC., a Florida Corporation, whose local mailing address is 2301 Lucien Way, Suite 300, Maitland, Florida 32751, hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, the County has the responsibility, power and authority to construct, acquire, improve, maintain and operate a solid waste disposal system within Brevard County for the benefit of persons, firms, corporations, municipalities, political subdivisions or other public agencies or bodies located within the county; and

WHEREAS, in order to meet the solid waste disposal needs of the citizens of Brevard County, while ensuring compliance with state permits and regulations, the County proposes to do certain work associated with the adopted Solid Waste Five-Year Capital Improvement Program (CIP) and as required to adequately and cost effectively maintain its solid waste management facilities and ancillary operations; and

WHEREAS, the County sought responses to a Request for Qualifications for professional engineering services for its solid waste management program; and

WHEREAS, the Consultant has been selected to perform these professional services pursuant to the provisions of Section 287.055; Florida Statutes and Brevard County Policy BCC-26 (Acquisition of Consultant Professional Services).

WHEREAS, the County desires to engage the Consultant to perform certain professional services pertinent to such work in accordance with this Agreement; and

WHEREAS, the Consultant desires to provide such professional services in accordance with this Agreement, and has represented to Brevard County that it has the competency and experience to perform such services in accordance with the terms and conditions as set forth herein; and

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the County and Consultant hereby agree as follows:

SECTION 1      SCOPE OF SERVICES

The County does hereby retain the Consultant, and Consultant shall furnish professional services required of Consultant, which may, from time to time, be assigned to Consultant by the County, pursuant to a Task Order or Purchase Order, entered into pursuant to Brevard County Policy BCC-25 entitled "Procurement" attached hereto as Exhibit "A" and incorporated herein by this reference. Whenever services are required of Consultant, additional detailed scopes of services shall be set forth in Task Orders executed by the parties, as addenda to this Agreement or by Purchase Orders issued pursuant to Brevard County Policy BCC-25. Such services may include work associated with the permitting of the County's solid waste management facilities and operations; operation and maintenance of existing facilities; improvements and expansion of the solid waste management program; implementation of the Solid Waste Five Year Capital Improvement Plan (CIP) as it currently exists.

## SECTION 2      TERM

This Agreement shall have a term of five (5) years from the effective date. Consultant shall commence work within five (5) days of receipt of a Task Order or Purchase Order signed by the parties and a written "Notice to Proceed" from the County. The Consultant shall complete its work in accordance with the time schedule specified in the applicable Task Order or Purchase Order.

## SECTION 3      COMPENSATION

As consideration for providing professional services hereunder, the County shall pay Consultant a fee for services rendered as specifically provided in the applicable Task Order or Purchase Order. The Consultant's fee may be described in the Task Order or Purchase Order as "Not to Exceed", or at hourly rates, which conform to Exhibit "B". The fee provided in the applicable Task Order or Purchase Order shall be the only compensation to which Consultant is entitled, other than pre-approved reimbursable costs listed in Section 4 below. The fee shall include all of the Consultant's office overhead, employee benefits, normal business travel, and other support for overhead services required by Consultant for performance of any and all duties or obligations described in the applicable Task Order or Purchase Order. Consultant shall not perform any additional work or services without first receiving written authority from the County, specifying said services to be performed and a written "Notice to Proceed" from the County. Consultant acknowledges and agrees that the County is not obligated to issue any Task Order or Purchase Order for any specific project or part thereof and conversely may, in the County's sole discretion, after agreement with Consultant on the applicable fee, issue a Task Order or Purchase Order for all or any portion of any project. It is further understood and agreed that the County may modify Task Orders or Purchase Orders as the County deems appropriate including a commensurate increase or decrease in the fee. Consultant agrees that the hourly rates for fees to be paid by the County shall be based upon the Compensation Schedule set forth in Exhibit "B" attached hereto and incorporated herein by this reference. These rates will remain in place for a minimum of one (1) year before a rate increase may be requested. Should the Consultant desire to seek a rate increase, the Consultant will petition the Board providing complete justification by July 1 of the fiscal year prior to the fiscal year for which the rate will become effective. Actual compensation to be paid by the County to Consultant during the entire term of this Agreement shall be determined under applicable Task Orders and Purchase Orders.

## SECTION 4      REIMBURSABLE COSTS

The County shall reimburse Consultant for the following reimbursable costs at the actual expense of such costs. Payment for reimbursable costs is subject to prior written approval by the County, or the County shall not be responsible for reimbursing Consultant for said costs.

- A. Contractual costs (subcontractors) shall be reimbursed at the expense of such cost. Requests for copies of invoices, receipts must accompany reimbursement of Contractual Costs, purchase requisitions, etc. to document the charges.
- B. Equipment shall be reimbursed at the cost of rental or purchase cost. Equipment purchased shall remain the property of the County and must be returned upon the completion of the related Task Order. Requests for copies of invoices, receipts must accompany reimbursement of Equipment Costs, purchase requisitions, etc. to document the charges.
- C. Travel costs for normal business travel are included in the Consultants hourly fee as described above in Section 3. Reimbursement for special travel required under extenuating circumstances may be approved by the County as part of a Task Order. The determination of "extenuating circumstances" is in the sole discretion of the County. If approved, such travel shall be reimbursed at the same rate as for County employees in accordance with County Administrative Order AO-21 entitled "Travel" attached

hereto as Exhibit "C" and incorporated herein by this reference, which is in effect on the date of Consultant's applicable travel. All requests for special travel must be documented using a State of Florida Travel Voucher with appropriate receipts. Reimbursement for special travel costs must receive prior written approval by the County prior to such travel, or the County shall not be responsible for reimbursing Consultant for said travel.

#### SECTION 5 ADMINISTRATION OF SERVICES

Consultant shall be responsible for recruiting, hiring, training, supervising, disciplining and discharging personnel necessary to perform all professional services contemplated by the Agreement. Consultant shall have the right to subcontract portions of the services required to be performed to other firms, persons and companies from time to time, to carry out any applicable Task Order or Purchase Order. Consultant shall, at all times, remain liable for the proper performance and completion of all work and other services required hereby, including supervision and administration of all such personnel, firms and companies. Consultant shall not subcontract any portion of the work required under this Agreement without prior written approval of the County. This approval by the County shall not be unreasonably withheld.

The Consultant is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports, and other services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, specifications, reports, and other services.

#### SECTION 6 BILLING AND TIME OF PAYMENT

The County shall pay Consultant ninety five percent (95%) of the approved invoiced amount after the County's receipt and approval of a monthly invoice from Consultant, unless payment is otherwise specified in a particular Task Order or Purchase Order. The request for payment shall be in the form and in the manner, required by the County, and shall relate to work performed since the last invoiced work. The County may require supplemental and accompanying data to support Consultant's request for payment. If the County objects to all or any portion of an invoice, the County shall so notify Consultant. The parties shall immediately make an effort to settle the disputed portion of the invoice. Upon approval of such invoice by the County, County agrees to pay ninety five percent (95%) of the approved or undisputed portion of the invoice within the time-frame specified in Section 218.70, et seq., Florida Statutes, the "Florida Prompt Payment Act". The remaining five-percent (5%) of the invoice will be held as retainage until the completion and final payment of the specific Task Order or Purchase Order unless the release of retainage is otherwise specified in the applicable Task Order or Purchase Order. In the event that this Agreement is terminated by either party hereto, in accordance with the provisions of Section 15 of this Agreement entitled "Termination", then Consultant shall be entitled to be paid as provided for in Section 15.

#### SECTION 7 ADDITIONAL SERVICES

To the extent the County requests Consultant to perform additional services which are not described in a Task Order or Purchase Order, or with respect to which there is a disagreement between the parties as to whether or the service is already required by a particular Task Order or Purchase Order, then the Consultant shall perform such service only upon receipt of a written directive from the County to perform such additional service. In the case of services provided to which there is a disagreement, Consultant shall provide written notice to the County that the Consultant is following the County's written directive without prejudice to Consultant's right to seek additional compensation from the County. The County's delivery of a written "Notice to Proceed" following Consultant's notice shall be without prejudice to the County's right to maintain that such additional service does not constitute the basis for additional compensation under the applicable Task Order or Purchase Order.

## SECTION 8 AUTHORIZED REPRESENTATIVES

The parties agree that in order to facilitate the orderly and efficient implementation of the Project and the work contemplated by this Agreement, each party shall appoint an authorized representative (or representatives) for such party. The County's representative shall have the authority to transmit instructions, receive information, and interpret and define the County's policies and decisions pertinent to the work covered by this Agreement as long as such transmissions do not result in an increase in the cost of or time to perform work. The parties understand and agree that only the Board of County Commissioners, County Manager or Solid Waste Director has the authority to issue Task Orders, or approve changes or modifications to this Agreement on behalf of the County, as provided for in Administrative Order AO-29 (Contract Administration). The Consultant's representative shall be authorized to act on behalf of Consultant regarding all matters involving the conduct of its performance under this Agreement. The County's initial representative will be Euripides Rodriguez, Director Solid Waste Management Department for the County and the Consultant's shall be \_\_\_\_\_, . Either party shall have the right to change its authorized representative or representatives, or to add additional representatives, from time to time, throughout the term hereof, by giving written notice to the other party hereto in accordance with the notice provisions of this Agreement.

## SECTION 9 COUNTY ASSISTANCE

The County shall assist Consultant by making County personnel with knowledge of the operation of the County as it relates to the Task Order or Purchase Order available. The County shall provide Consultant with all available information pertinent to the work, including previous reports and documents and any data relevant to the project. The County shall also make its facilities accessible to Consultant, where feasible, and as required for Consultant's performance of its services under this Agreement. In those instances where Consultant may deem it necessary to obtain access or entry upon privately owned property in its performance under this Agreement, Consultant may request assistance from the County in facilitating such access.

## SECTION 10 TITLE TO DELIVERABLES

No reports, data, programs, plans, specifications, or other material produced either in whole or in part under this Agreement shall be subject to copyright by the Engineer in the United States, or any other country. No reports, data, programs, plans, specifications, or other material produced under subcontracts either in whole or in part under this Agreement shall be subject to copyright by the Engineer, or subcontractor in the United States, or any other country. The County and its assigns shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, programs or other material prepared under this Agreement. The Engineer may retain its original notes, working documents, design calculations, computations and plans provided the County shall be entitled to a copy of such materials upon request and further provided said materials shall not be destroyed without the prior written approval of the County. Any final writings, maps, charts, computer programs, plans, specifications or drawings prepared, either in whole or in part, under this Agreement shall become the property of the County.

## SECTION 11 INDEMNIFICATION

Consultant shall indemnify and hold harmless the County, and its agents and employees, from liabilities, damages, attorneys' losses, and costs, including, but not limited to, reasonable fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the services.

## SECTION 12 INSURANCE

Consultant shall procure and maintain during the entire term of this Agreement insurance of the types and at least in the amount set forth as follows:

A. Worker's Compensation Insurance in full compliance with the Worker's Compensation Act of the State of Florida, including coverage of all subcontractors of Consultant.

B. Comprehensive General Liability: (Broad Form Property Damage):

Bodily Injury and Property Damage:

Each Occurrence \$1,000,000.00

Products and Completed Operations:

Each Occurrence \$1,000,000.00

Professional Liability (Errors & Omissions)

Each Occurrence \$1,000,000.00

Aggregate \$1,000,000.00

Such insurance shall be maintained for four years after termination of the Agreement between the County and Consultant.

C. Comprehensive Automobile Liability: (owned, leased, non-owned & hired)

Bodily Injury and Property Damage:

Each Accident \$1,000,000.00

Said insurance policies shall be written by a company or companies licensed to do business in the State of Florida, and deemed satisfactory to the County. A certificate or certificates evidencing the maintenance of said insurance shall be furnished to the County within five (5) days of execution of this Agreement, and shall provide that the insurance evidenced by the certificate shall not be canceled or reduced, except after thirty (30) days from receipt by the County of written notice thereof.

### SECTION 13                      NOTICES

Any notices required or permitted by this Agreement shall be in writing and shall be deemed delivered upon hand delivery, or three (3) days following deposit in the United States postal system, postage prepaid, return receipt requested, addressed to the parties at the following addresses:

FOR BREVARD COUNTY  
Euripides Rodriguez, Director,  
Solid Waste Management Department  
2725 Judge Fran Jamieson Way  
Building A, 118  
Viera, Florida 32940

FOR CONSULTANT  
Ron Beladi, P.E. Vice President  
2301 Lucien Way, Suite 300  
Maitland, Florida 32751

Either party shall have the right to change its address for notice purposes at any time throughout the term hereof, by sending written notice of such change of address to the other party in accordance with the provisions hereof not less than ten (10) days prior to the effective date of such change.

#### SECTION 14    FORCE MAJEURE

Neither party shall be liable for its failure to perform hereunder if its performance is rendered impossible by any act, event or condition beyond its reasonable control which by the exercise of due diligence it shall be unable to overcome. Such acts, events or conditions shall include, but not be limited to the following:

- acts of God, hurricanes, tornado, lightning, or earthquake
- strikes or lockouts
- acts of war, civil insurrection or terrorism
- fire or flood not caused by the party unable to perform
- change in law not due to improper conduct or to any negligent or intentional act or omission on the part of the party unable to perform.

#### SECTION 15    TERMINATION

The County may, by fourteen (14) days prior written notice to the Consultant, terminate this Agreement, in whole or in part, either for the County's convenience or because of the failure of Consultant to fulfill its Agreement obligations. Upon receipt of such notice, Consultant will:

- A. Immediately discontinue all services affected, unless the notice directs otherwise; and
- B. Deliver to the County all data, drawings, specifications, reports, estimates, summaries, plans, and such other information or materials as may have been accumulated by Consultant in performing this Agreement, whether completed or in process.

If the termination is for the convenience of the County, Consultant shall be paid its compensation for services performed to the date of termination, based on the percentage of work completed or hourly rate if the Task or Purchase Order is hourly. The County shall not be obligated to pay for any services performed after Consultant has received notice of termination. If the notice of termination is due to the failure of Consultant to fulfill its Agreement obligations, Consultant shall have 14 calendar days within which to correct such deficiencies as noted in said notice.

If Consultant fails to correct such deficiencies to the satisfaction of the County within the stated time period, then the County may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, the County preserves all rights and remedies available, including, but not limited to the County's additional cost incurred in securing complete performance. The rights and remedies of the County provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

If, after notice of termination for failure to fulfill Agreement obligations, it is determined that Consultant had not so failed, the termination shall be deemed to be effected for the convenience of the County. In such event, adjustment in the Agreement price shall be made as provided above in this Section.

Consultant may, by fourteen (14) days prior written notice to the County, terminate this Agreement, in whole or in part, because of the County's failure to fulfill its Agreement obligations. If not cured within the fourteen (14) day notice period, the Consultant may discontinue providing service to the County, and shall be paid for prior services performed by either the percentage complete method or by hourly rate per the applicable approved Task Order or Purchase Order.

#### SECTION 16    APPLICABLE LAW

The law of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related thereto.

SECTION 17 WAIVER

The waiver by the County or Consultant of the other party's obligations or duties under this Agreement shall not constitute a waiver of any other obligation or duty of the other party under this Agreement, nor shall a waiver of any such obligation or duty constitute a continuing waiver of that obligation or duty.

SECTION 18 INTEREST OF MEMBERS OF COUNTY AND OTHERS

No officers, members, employees of the County, no member of its governing body, no other public official of the governing body of the locality or localities in which services for the facilities under this Agreement are to be carried out, who exercise 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 interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 19 INTEREST OF CONSULTANT.

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

SECTION 20 COVENANT AGAINST CONTINGENT FEES.

Consultant warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this section, the County shall have the right, but not the duty, to terminate this Agreement without liability, and, at its discretion, to deduct from the Agreement such price, or otherwise recover the full amount of such fee, commission, percentage, gift or other consideration.

SECTION 21 POTENTIAL CONFLICTS OF INTEREST.

Consultant is specifically aware of, and concurs with, the public need for the County to prohibit any potential conflicts of interest that may arise as a result of the execution of this Agreement. As a result, Consultant has extensively reviewed all of its contracts, letters of agreement, and any other indication of commitment on its behalf to perform professional services for private landfills located in Brevard County, which could in any way present the reasonable possibility of an actual conflict of interest with Brevard County. Consultant has cataloged such contracts, and has attached a list thereof to this Agreement, as Exhibit "D" which is hereby incorporated herein by this reference.

In view of the potential of this Agreement being a long-term contractual relationship between the parties, Consultant specifically agrees to comply with the following organizational requirements in performing its services under this Agreement:

- A. No engineer, specialist, or scientist employed by Consultant, who has worked, or is working, on the Project under this Agreement, will provide any professional services to private landfills located in Brevard County or entities actively opposing the construction or operation of Solid Waste Management Facilities owned and operated in Brevard County through the duration of this Agreement, and the duration of the engineer's specialist's, or scientist's employment with Brevard County, without the prior written consent of Brevard County. Said consent by Brevard County shall not be unreasonably withheld. The purpose of this requirement is to assure that consultant will utilize a cadre of professionals dedicated solely to providing solid waste engineering services to Brevard County.

- B. Consultant specifically agrees that any and all information, concepts, policies and regulations relating to the Project under this Agreement shall be held by Consultant in strict confidentiality within Consultant's Project Team, except as may be affected by Chapter 119, Florida Statutes. No dissemination of any such information by consultant shall be made until after clear written authorization to do so has been granted by Brevard County, except as may be otherwise required by law or directed by Court Orders and except for disclosures to Consultant's legal counsel or accountants. Notice of such disclosures permitted hereunder shall be immediately given to the County.

#### SECTION 22 RECORDS AND AUDITS

If federal funds are used for any work under this Agreement, the Comptroller General of the United States, or any of his duly authorized representatives, shall have access to any books, documents, papers, and records of Consultant which are directly pertinent to work performed under this Agreement, for purposes of making audit, examination, excerpts, and transcriptions.

Consultant agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement and to make such materials available at its office at all reasonable times during the term of this Agreement, and for five (5) years from the date of final payment under this Agreement, for audit or inspection by the County, or any of its duly authorized representatives. All records, books and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The County has the right to unilaterally cancel this Agreement in the event that Consultant refuses to allow public access to all documents, papers, letters, or other material made or received by the Consultant in conjunction with this Agreement, unless the records are exempt from disclosure pursuant to Section 24(a) of Art. I of the Florida Constitution or Section 119.07(1), Florida Statutes.

#### SECTION 23 EQUAL OPPORTUNITY EMPLOYMENT

Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfers; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

#### SECTION 24 ASSIGNMENT

The County and Consultant each bind itself and its successors, legal representatives, and assigns to the other party to this Agreement, and to the partners, successors, legal representatives, and assigns of such other party, and in respect to all covenants of this Agreement; and neither the County nor Consultant shall assign nor transfer their interest in this Agreement without the prior written consent of the other party.

#### SECTION 25 INDEPENDENT CONTRACTOR

It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of Consultant to the County is that of independent contractor, and not that of employee. No statement contained in this Agreement shall be construed so as to define Consultant an employee of the County, and Consultant shall be entitled to none of the rights, privileges or benefits of Brevard County employees.

#### SECTION 26 CLAIMS FOR SERVICES

The County will honor no claim for services rendered by Consultant not specifically provided for in this Agreement.

SECTION 27 ENTIRE AGREEMENT

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements, whether oral or written.

SECTION 28 SEVERABILITY

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

SECTION 29 MODIFICATIONS OR AMENDMENTS IN WRITING

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties with the same formality as herewith.

SECTION 30 PERMITS, FEES, and LICENSES

Permits, fees and licenses necessary for performance of work pursuant to this Agreement will not be waived by the County, and Consultant shall be responsible for obtaining, and shall pay for their own professional permits, fees and licenses as required. The County shall pay to the governing authority, the cost of permits, fees, and/or licenses required for completion of the scope of services for a particular Task Order.

SECTION 31 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete and current as of the time of contracting. The original contract price and additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete or non-current wage rate, and other factual unit costs. All such contract adjustments shall be made within one (1) year following the termination of this Agreement.

SECTION 32 COMPLIANCE WITH LAWS

Consultant agrees to comply with all applicable federal, state and local laws, rules and regulations during the course of this Agreement.

SECTION 33 ATTORNEY'S 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.

SECTION 34 VENUE

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

SECTION 35 UNAUTHORIZED ALIEN WORKERS

The 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 1324 (a) of the Federal Immigration and Nationality Act. The County shall consider a contractor's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

SECTION 36 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/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 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 threshold amount provided in **Section 287.017 Florida Statutes for CATEGORY TWO** for a period of 36 months from date of being placed on convicted vendor list.

SECTION 37 EFFECTIVE DATE

The effective date of this Agreement means the date on which the last of the parties hereto executes this Agreement.

(The remainder of this page is intentionally left blank.)

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA

  
Scott Ellis  
Scott Ellis, Clerk

Jim Barfield  
Jim Barfield, Chairman

As approved by Board on 8/18/15

This day of

Reviewed for legal form and content:

Christine Lepore  
Christine Lepore, Assistant County Attorney

SEAL

CONTRACTOR

[Signature]  
Signature

ATTEST:

January 28, 2016  
Date

Laura Lojko  
Signature

Ron Beladi, Vice-President  
Name & Title, Printed

Laura Lojko, Administrative Manager  
Name & Title Printed

NEEL-SCHAFFER, INC.  
Name of Company, Corp., etc.

2301 Lucien Way, Suite 300  
Mailing Address

Maitland, Florida 32751  
City, State, Zip

(407) 647-6623  
(Area Code) Telephone Number

**EXHIBIT A**  
**BCC-25: PROCUREMENT**

# POLICY

TITLE: PROCUREMENT

NUMBER: BCC-25  
CANCELS: December 17, 2014  
APPROVED: May 26, 2015  
ORIGINATOR: Purchasing Services  
REVIEW: May 26, 2018

I. OBJECTIVE

To specify Board directives for procurement activities. The intent of this policy is to clearly identify the authority levels for approval, award and payment and provide accountability for procurements.

II. DEFINITIONS AND REFERENCES

- A. **Bid:** A formal written and sealed response to a formal advertisement for specified requirements of \$50,000 or above in value. (R)
- B. **Open/Framework Purchase Order:** A purchase order under which a vendor agrees to provide goods or services to a purchaser on a demand or as needed basis; the purchase order generally establishes a maximum dollar limit, prices, terms, conditions, and the period covered, with no specified quantities; shipments are to be made as required by the purchaser. An open-end purchase order may be used as a release and encumbrance document to authorize an agency to order any predetermined amount from an open-end contract on an as-needed basis.
- C. **Capital Outlay Item:** Equipment with a value in excess of \$1000 and an expected life of more than one year such as automobiles, furniture, and computer equipment valued in excess of \$750. (R)
- D. **Change Order:** A written instrument issued on or after the effective date of the formal written contract or purchase order, which when duly executed by the County and contractor amends the contract documents to provide for changes in the work or in the provisions of the contract documents, or changes in contract price or contract time, or any combination thereof.
- E. **Competitive Negotiated Agreement:** Established price or schedule of prices based primarily on evaluation of performance, level of service and price by Committee review.
- F. **Consultant Agreements:** Professional services agreements governed by F.S. 287.055, "Consultants' Competitive Negotiation Act" and BCC-26, Acquisition of Consultant Professional Services.
- G. **Direct Payment Voucher System:** Accounts Payable Fast Entry system, which provides for prepayment of miscellaneous and minor expenses when a purchase order is not issued and vendor will not accept purchasing card.
- H. **Designees:** When used in this Policy, any title such as Board of County Commissioners, County Manager, or Department Director, is presumed to include that person's official designee as if the Policy read "Board of County Commissioners or designee." (R)
- I. **Contract:** Contract means all types of binding agreements, regardless of what they may be called, for the

procurement or disposal of supplies, services or construction.

- J.. **Formal Quote:** A formal written and sealed response to a formal announcement for specified requirements of \$15,000 and less than \$50,000 in value. (R)
- K. **Lease:** A written contract by which one party (lessor) gives to another (lessee) the usage of tangible personal or real property for a specified time and for fixed payments. Under a straight lease, there is no accumulation of equity and no provision for the buyout of the leased property.
- L. **Lease Purchase:** A lease contract with terms providing for the option to transfer title during or at the end of the lease term.
- M. **Purchasing Card:** An accounts payable mechanism, which utilizes credit card infrastructure for the purchase of goods and/or services.
- N. **Proposal:** A formal written and sealed response to a solicitation (RFP) for a good and/or service for which the scope of work, specifications or contractual terms and conditions cannot reasonably be closely defined evaluation of a proposal may be based on prior established criteria wherein the RFP shall state the relative importance of price and other evaluation factors and/or criteria.
- O. **Purchase Order:** The County's document used to authorize a purchase transaction with a vendor, generally used for one-time purchases, which contains provisions for goods and/or services ordered, applicable terms as to payment, discounts, date or performance, transportation and other factors or conditions relating to the transaction. Acceptance of a purchase order by a vendor shall constitute a contract, except in instances in which a purchase order is used only as an internal encumbrance document.
- P. **Qualified Bidder or Proposer:** The best bidder or proposer who has the capability in all respects to fully perform the bid or RFP requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the bidder or proposer or its subcontractors' past performance for the Board, and any other information required by Board policies and Administrative Orders.
- Q. **Informal Quote:** Any telephonic, written or verbal offer by a vendor to furnish the County specific goods and/or services at a stated price, quantity, quality, and delivery timeframe up to \$15,000 in value. Telephonic or verbal quotes may be utilized for items less than \$1,000.00 in value. All informal quotes of \$1,000.00 up to \$15,000.00 shall be obtained in writing. All quotations shall be documented and retained by the user department/agency and referenced on all purchase requisitions.
- R. **Equipment Rental:** An agreement for temporary lease of equipment where total payments over the term of the agreement are \$5,000 or less and the term of the agreement is one year or less. There is no accumulation of equity and no provision for the buyout of the leased equipment.
- S. **Responsive Bidder or Proposer:** A bidder or proposer who has submitted a bid or proposal which conforms in all respects to the requirements of the bid package or request for proposal, including, but not limited to, submission of the bid or proposal on required forms with all required information, signatures, and notarizations at the place and time specified.
- T **Service/Maintenance Agreements:** Contractual documents detailing specifications under which the vendor will provide maintenance/service to equipment in the possession of the County.
- U. **Sole Source/Proprietary Purchase:** Only known existing source for those procurements which meets the needs of the user department as determined by a reasonably thorough analysis of the marketplace. These purchases may include commodities and services affected by territorial distributorships, original equipment manufacturers and components; requirements to maintain a degree of continuity to the original or existing decor, equipment, or programs, and where an attempt to bid/quote could result in operational or functional inconsistency, or excessive delay.

- A. All requests for goods and/or services, and all purchases shall be for a public purpose and in accordance with this policy unless otherwise exempt under this policy.
- B. Materials or services shall be purchased by multiple-source competitive practices when available. Cooperative bidding, to include purchasing from State, and/or other authorized joint purchase agreements shall be used to reduce administrative costs for high use, consumable items.
- C. Purchasing cards will be assigned based on agency need and will be used to replace, when possible, the use of petty cash, direct payment fast entry vouchers and open/framework purchase orders.
- D. Small purchases of less than \$1000 cumulative total which are not covered under a bid agreement have no mandatory quotation or bid requirements. (R)
- E. Every effort shall be made to solicit at least three (3) responsive and qualified sources for purchasing thresholds referenced in this section. The requisitioning approval authority, award authority and payment approval authority based on annual cumulative amounts shall be according to the thresholds below. Splitting of requisitions to circumvent competition required at established thresholds is not allowed.
  - 1. \$1000 and up to \$25,000: Department Head via informal quote as defined in Section II.Q or via formal quote, as defined in Section II.J, solicited by Purchasing Services.. (R)
  - 2. Up to \$100,000: County Manager with recommendation for award from the user agency and Purchasing Manager or selection committee, as appropriate, via Formal Quote/Bid/Proposal.
  - 3. \$100,000 and above: Board of County Commissioners, with recommendation for award from the County Manager, user agency and Purchasing Manager, via Bid/Proposal/Competitive Negotiated Agreement, when not previously approved by the Board.
  - 4. Capital Outlay and Capital Improvements: The Budget Office will submit a detailed list of proposed capital outlay items and equipment to be included in the annual capital budget. This list will be reviewed and approved by the Board of County Commissioners during the public hearings on the annual Budget. Board approval of the Annual Budget and Capital Improvement Plan shall also serve as approval for County agencies to advertise formal solicitation of bids and proposals and award the low bid for tangible items, projects and equipment when funding is available and within original scope and mission of the Board approved Annual Budget and Capital Improvement Plan.
  - 5. Approval for award by the proper authority shall act as authorization for the Purchasing Manager to release and sign a Purchase Order for the service or commodities awarded.
- F. Advertising Requirements: An advertisement shall be published once in a newspaper of general paid circulation which is published at least five (5) days a week in the County. The advertisement shall appear at least twenty-one (21) days prior to the last day set for the day of opening. The County Manager upon recommendation by the Purchasing Manager, may shorten the twenty-one (21) day requirement to not less than seven (7) days, based on such factors as emergency need, availability of competition, amount of the acquisition, etc. Other publications may be used in addition to this requirement to reach selected markets. When warranted, the County Manager upon recommendation by the Purchasing Manager, may authorize advertisement, regardless of the dollar amount of the acquisition, to gain additional competition that may result in lower pricing and overall cost savings to the County.
- G. Announcement Requirements: A formal announcement shall include posting of the solicitation in various publicly accessible locations and sending the announcement to all vendors who have expressed an interest in providing those goods and services requested.
- H. In addition to other requirements as may be outlined in this policy, when not previously authorized Board approval is necessary on the following:
  - 1. Waiver of or exemption from bid requirements such as permission to purchase, or permission to quote, when the dollar amount is \$100,000 or above.

2. Awards when the staff recommendation is protested by vendor(s) with standing to protest.
  3. Sole or proprietary source, GSA Information Technology Contracts, State Contract or other cooperative agreement procurements, as recommended by the County Manager, if \$100,000 or above.
  4. Awards involving a formal contract, if not expressly asked for in the original permission to bid, or not approved via the Capital Improvement Plan, including, but not limited to, such contracts as service or maintenance agreements, awards on proposals and competitive negotiated agreements, and rentals, where the award is \$100,000 or above and all other requirements are met. The award of the bid by the Board is sufficient for execution of the contract by the Chairman.
  5. Standardization, when determined to be more cost effective and in the best interest of the County, when \$100,000 or above. Standardization of materials, equipment, and/or services shall not be used as a means to circumvent the County's established competitive procurement practices.
  6. Rejection of all submitted bids or proposals \$100,000 or above.
- I. The County Manager may approve the above actions within his/her approval authority and below.
- J. The County Manager may approve awards involving a formal contract within his/her approval authority and below. This includes, but is not limited to, service or maintenance agreements, awards on proposals, and competitive negotiated agreements and consultant agreements. Change orders to construction contracts shall follow BCC-27, Construction Contracts.
- K. Should the lowest formal bidder or quoter prove to be non-responsive to the bid specifications or non-qualified in any manner, such as financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability, which are all necessary to insure good faith performance, the Purchasing Manager, in conjunction with the user agency recommendation, shall reject the bid or quote and award to the next lowest responsive and qualified bidder or quoter. Appropriate documentation will be maintained in the official record. Any bidder, with standing to protest such a rejection, shall be afforded the right to appear before the Board of County Commissioners, as per the protest procedures outlined in the Purchasing Manual. Formal reporting to the Board or County Manager, as applicable, of rejected bids or quotes will be made on an annual basis.
- L. Should less than three formal bids or quotes be obtained, the County Manager the Purchasing Manager and user agency shall determine the reason for lack of competition and maintain documentation in the official record. Formal reporting to the Board or the County Manager, as applicable, will be made on an annual basis.
- M. The following are exempt from formal advertised bid requirements; however, a competitive environment shall be maintained where feasible:
1. Emergency purchases as approved by the Board, County Manager to correct health or safety hazards or causes interruption of essential governmental service and are deemed in the best interest of the County. Those \$100,000 or above will be reported to the Board for ratification after-the-fact
  2. Acquisition of land and/or space requirements (purchase, lease or rental.)
  3. Purchases utilizing GSA IT Technology/State/Cooperative agreements.
  4. Sole Source or Proprietary purchases.
  5. Media Materials (books and film.)
  6. Service or Maintenance Agreements provided by the original equipment manufacturer (OEM), or an authorized service representative(s), if not other viable alternatives are available as determined by the Purchasing Manager and user agency. When repairs/services to existing equipment may not be available, nor provided by OEM, or authorized service representatives, such orders will be placed with a repair service center(s) as may be selected by the County based on factors such as cost, experience, service capabilities, stock inventory, personnel qualifications, locale, like-unit replacement during repair, and financial stability as evidenced by trade references, audited financial statements, etc., as determined by the Purchasing Manager and user agency. The acquisition of service/maintenance agreements shall comply with the acquisition requirements stated previously.
  7. Usage of In-County resources, such as Roadways and Landscaping services for parking lot improvements.
  8. Acquisition of vehicles and equipment via surplus auction.
  9. Property and Liability Insurance, when recommended by the Human Resources Director due to insurance market conditions, and/or when delay of obtaining coverage could increase the County's

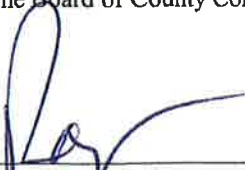
10. risk.  
The Purchase of or payment for utility services, including but not limited to water and sewer, electric, telephone, etc.
- N. Acquisition of minor audio/video media, periodicals, small book orders, subscriptions, renewal memberships (as per Policy BCC-11), stamps, arts and crafts materials, software, and small miscellaneous recreation materials, less than \$1000 in value, and approved for a public purpose, are to be processed by means of County Finance Department's "Fast Entry Invoice Direct Payment Voucher" or Purchasing Card systems as appropriate.
- O. Lease or lease purchase of tangible personal or real property is authorized, consistent with Florida Statute 125.031, upon Board approval, regardless of dollar amount. Authority is delegated to the County manager to approve and authorize equipment rentals necessary for continuation of daily operations or completion of projects with total payments of \$50,000 or less over the term of the rental agreement and the term of the rental agreement does not exceed one year. Authority is delegated to the head of the user agency to approve and authorize equipment rentals with total payments of \$5,000 or less over the term of the rental agreement. (R)
- P. The County Manager, upon recommendation from the user agency, will determine mandatory attendance at pre-solicitation conferences, using complexity of the solicitation, availability of competition and dollar amount as guidelines.
- Q. On all solicitations, the County Manager, upon recommendation by the Risk Manager, will establish insurance requirements based on exposure to loss. Specifically, Builder's Risk will not be required for:
  1. Renovation projects under \$50,000 except where requested by the Risk Manager. (Renovation Projects would not include any new above ground structures.)
  2. Projects involving below ground structures except where requested by the Risk Manager based on exposure to loss.
  3. Projects under \$35,000 where the construction is for new above ground structures and where the contractor has agreed in writing to be responsible for any losses occurring during construction
- R. The County Manager shall establish procedures for the processing of procurement requests consistent with this Policy. A Purchasing Manual shall be developed to provide guidance for the completion of procurement processes necessary to ensure compliance with established policy and Administrative Orders.
- S. Contract Administration
  1. All contracts shall be administered, as may be applicable, in accordance with Board Policy BCC-26, Acquisition of Consultant Professional Services; BCC-27, Construction Contracts; and Administrative Order AO-29, Contract Administration or as amended.
  2. All contract change orders, amendments, addenda and task orders shall be administered and authorized, as may be applicable, in accordance with Board Policy BCC-27, Construction Contracts; and Administrative Order AO-29, Contract Administration.

IV. RESERVATION OF AUTHORITY

The authority to issue or revise this Policy is reserved to the Board of County Commissioners.

ATTEST:

  
Scott Ellis, Clerk

  
Robin Fisher, Chairman  
Brevard County, Florida  
Board of County Commissioners  
Approved by the Board, on May 26, 2015

**EXHIBIT B  
STANDARD HOURLY RATES**

<b>TITLE</b>	<b>HOURLY RATE</b>
Project Director/Officer	\$191.00
Project Manager	\$153.00
Senior Project Engineer/Professional	\$142.00
Project Engineer/Professional/Scientist	\$109.00
Staff Engineer/Professional	\$ 93.00
Senior Technician	\$100.00
Project Technician/AutoCAD	\$ 80.00
Draftperson	\$ 78.00
Certified Resident Construction Representative	\$104.00
Field Technician	\$ 78.00
Administrative Manager	\$ 84.00
Administrative Assistant/Clerical	\$ 64.00



*Full*

*INTEROFFICE MEMORANDUM*

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TO: Scott Ellis, Brevard County Clerk of the Court  
FROM: April Chapman, Procurement Analyst II  
DATE: February 17, 2016  
SUBJECT: Execution of Solid Waste Professional Engineering Contract

The Board, in regular session on August 18, 2015, authorized the Chairman to execute contracts for recurring continuing professional consultant contracts awarded in accordance with BCC-25, Policy BCC-27, and CCNA 287.055.

Solid Waste Management has requested permission for Chairman to formally execute attached contract with Neel-Schaffer, Inc. for Professional Engineering Services. Please execute the four(4) original contracts and return to Purchasing Services, MS #83.

Enc: Board Approval, Item VI.C.2  
Annual Bid/Quote/Proposal List FY2015/2016, pg.7

## CONTRACT

**THIS CONTRACT** is made between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter referred to as "County"), and **W&G MAINTENANCE**, whose address is 253 Wading Bird Circle, Palm Bay, Florida 32908 (hereinafter referred to as "Contractor").

**WHEREAS**, the **County** owns and/or leases a variety of facilities throughout the County; and

**WHEREAS**, the **County** has accepted **Contractor's** bid to provide custodial services to such facilities; and

**WHEREAS**, the provision of such services shall benefit the **County** 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. **TERM:** The term of the Contract shall begin April 18, 2016 and continue through April 17, 2017. The **County** shall have the option to renew this Contract three (3) times, on an annual basis, by providing sixty (60) days prior written notice of intent to renew Contract to **Contractor**.
2. **SCOPE OF WORK:** This is a non-exclusive Contract for the provision of janitorial services. The work to be performed by the **Contractor** under the terms of this Contract includes the furnishing of all labor, supervision, transportation, tolls, equipment, materials and supplies necessary for accomplishment of janitorial services provided for herein. A description of the work and locations for performance are attached hereto and incorporated by this reference in **Attachments "A" Specifications and General Conditions of the Contract**.
3. **COMPENSATION:** Payment shall be made to the Contractor based on the pricing sheets in **Attachment "B"** and in accordance with the Florida Prompt Payment Act, Florida Statute 218.70.

The Contract price for renewal years shall be as submitted by the **Contractor** on **Attachment "B"**. Subsequent price adjustments may be requested annually by the last announced increase in the CPI Index for all Urban Consumers, Wage and Clerical Workers, Southeast Region. Upon renewal by the **County**, the **Contractor** shall submit a statement requesting any increase in prices one month prior to the increase taking effect, which shall fall on the anniversary date of the start of this Contract.

4. **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 with a public entity for the construction or repair of 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 Category Two for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

5. **INSURANCE:** The **Contractor** providing services under this Contract 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 & Employers Liability Insurance - covering all employees of the vendor and subcontractors, as required by law.

Employee Dishonesty Insurance: Coverage listing Brevard County as an additional insured to protect and insure against losses of valuable papers, money, and securities carried by employees of the Contractor, with limit not less than \$1,000,000.

The **Contractor** 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**.

6. **INDEMNIFICATION:** The **Contractor** agrees to indemnify and hold harmless the **County** and its employees from all claims, losses and expenses, arising out of or resulting from the performance of the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the **Contractor**, any subcontractor or any of their employees. The **Contractor** agrees that it will pay the costs of the **County's** legal defense, including fees of attorneys as may be

selected by the **County** and shall defend, satisfy, pay any judgments which may be rendered against the **County** in connection with the above hold harmless agreement. The **Contractor** acknowledges specific consideration has been received for this hold harmless/indemnification provision.

7. **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.
8. **GOVERNING LAW:** This Contract shall be governed, interpreted and construed according to the ordinances and laws of Brevard County and the State of Florida.
9. **VENUE:** Venue for any legal action brought 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.
10. **COMPLIANCE WITH STATUTES:** It shall be the **Contractor's** responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations, and requirements of all local, state and federal agencies as applicable.
11. **ASSIGNMENTS:** **Contractor** shall not assign any portion of this Contract.
12. **TERMINATION:** The **County** retains the right to terminate the Contract, in part or in its entirety, with good cause, upon thirty (30) days prior written notice or as stated herein. If either party refuses to perform any of the provisions of this Contract or otherwise fails to satisfy the Contract provisions, the performing party may notify the non-performing party in writing of the non-performance and terminate the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. Such termination is effective upon the party's receipt of Notice of Termination. In the event of termination by either party, the **Contractor** shall be paid for services performed through the date of termination.
13. **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**.
14. **UNAUTHORIZED ALIEN WORKERS:** **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(3)(Section 274A(e) of the Immigration and Nationality Act. The **County** shall consider a **Contractors** intentional employment of unauthorized aliens as grounds for immediate termination of this Contract.

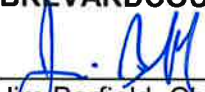
15. **RIGHT TO AUDIT RECORDS:** In the performance of this Contract, the **Contractor** shall keep books, records and accounts of all activities, related to the Contract, in compliance with generally accepted accounting procedures. Books, records, and accounts related to the performance of this Contract shall be retained by the **Contractor** for a period of five (5) years after termination of this Contract. All records, books and accounts related to the performance of this Contract shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.
16. **FEDERAL TAX ID NUMBER:** The **Contractor** shall provide the County their Federal Tax ID Number or if the **Contractor** is a sole proprietor, a Social Security Number.
17. **CONSTRUCTION OF CONTRACT:** The parties hereby acknowledge that they have fully reviewed this Contract, its attachments and have 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.
18. **NOTICE:** Notice under this Contract shall be given to Brevard County Facilities, Attention: Mary Bowers, Support Services Manager, 2725 Judge Fran Jamieson Way, Viera, Florida 32940. Notice shall be given to the Contractor by mailing written notice, postage prepaid to: **W&G Maintenance, Mr. Wudson Fenelon, Owner, 253 Wading Bird Circle, Palm Bay, FL 32908.**

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

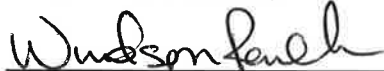
ATTEST:

  
 \_\_\_\_\_  
 Scott Ellis, Clerk

**BOARD OF COUNTY COMMISSIONERS  
 BREVARD COUNTY, FLORIDA**

  
 \_\_\_\_\_  
 Jim Barfield, Chairperson  
 As approved by the Board: 8-18-2015

**W&G MAINTENANCE**

  
 \_\_\_\_\_

By: Wudson Fenelon Owner  
 Printed Name & Title

## SPECIFICATIONS

## ATTACHMENT "A"

1. **CONTRACT ADMINISTRATOR:** The term "**Contract Administrator**", as used herein, shall mean the Facilities Support Services Manager, or authorized representative.
2. **INTERFERENCE WITH BUSINESS:**
  - a. The **Contract Administrator**, under whose direction the work will be performed, shall be consulted as to the manner of starting the work so as to cause a minimum of interference.
  - b. The work shall be carried on in such a manner that there will be no interruption to or interference with the proper execution of **County** business.
  - c. All persons employed by the **Contractor** shall, while on the premises, comply with all building regulations including **no smoking in County Buildings**.
3. **SCOPE OF WORK:** The work includes furnishing all labor, supervision, transportation, tools, equipment, materials, and supplies necessary for accomplishment of janitorial services in accordance with these specifications, and subject to the terms of the Contract. The services shall include all functions normally considered part of workmanlike, satisfactory janitorial work. Work is to include: Routine Daily Cleaning, Weekly Cleaning, Periodic Project Cleaning and Biohazard Clean-up

This Contract excludes cleaning of the Complex Café restaurants located at the Brevard County Government Center-Viera and Harry T. & Harriette V. Moore Justice Center. **Contractor will** be responsible for sweeping and mopping of lobby floors at the Harry T. & Harriette V. Moore Justice Center (as tables & chairs are located in the lobby area). Cleaning of tables & chairs is the responsibility of the Complex Café vendor.

### **DAILY CLEANING:**

- a. **PUBLIC RESTROOMS, PRIVATE RESTROOMS, SHOWERS, LOCKER ROOMS AND HOLDING CELLS**

**All Restrooms Under This Contract Will Be Cleaned BEFORE 8:00 a.m. daily.**

  1. Floors shall be swept/vacuumed and damp mopped/scrubbed with approved germicidal detergent.
  2. Water closets, seats, urinals, handrails and partition doors and door handles shall be washed and disinfected inside and outside. Contractor shall not leave wet cleaning solution on seats that will streak after drying. Seats shall be cleaned on both sides and left in a raised position.
  3. Proper wet floor/closed signage will be used at all times to prevent injury to workers, employees and the public.
  4. It is required that a sufficient amount of water be poured into floor drains **daily** to prevent odors from developing.
  5. All washbasins and chrome fixtures shall be thoroughly cleaned and disinfected.

6. All mirrors, shelving, dispensers, and piping shall be damp wiped and polished dry.
  7. Main entrance doors to restrooms, door jambs and door hardware, window frames and sills shall be spot cleaned.
  8. Waste receptacles shall be emptied and damp wiped inside and out, and new liners installed.
  9. Paper towels, hand soap, and toilet paper dispensers shall be filled, as needed.
  10. All dispensers including paper towel, toilet paper, and soap shall be filled with an adequate supply so that the dispenser will not become empty prior to the next service day. Any paper towel rolls with less than 2" of paper product will be replaced at time of service. Toilet paper dispensers will have minimum of 2 rolls of paper in each large roll dispenser. Single small roll dispensers will have a full roll along with a spare at each location. Partial/leftover rolls of toilet paper may be left on top of dispensers once dispenser has been filled.
  11. Broken dispensers or fixtures should be immediately reported to the **Contract Administrator**.
  12. Sanitary napkins receptacles shall be emptied, cleaned and disinfected, properly dried, and provided with a new liner **daily**.
- b. **OFFICE CLEANING:** Office areas, file rooms, libraries, conference rooms, and the corridor space adjacent to these areas shall receive the following cleaning **daily**.
1. Trash points in break areas, or areas otherwise designated for daily disposal, shall be emptied, damp wiped inside and out as needed, and appropriate **Contractor**-supplied size liners inserted. Liners shall be replaced when soiled. Floor plans showing all trash points are included in this Bid as **Attachment E. (Friday's trash pick-up will not be started before 2:00pm).**

**County** employees are responsible for emptying their individual wastebaskets to the designated trash points and replacing liners. The **Contractor** shall stock a sufficient number of bags to provide one (1) clean bag per wastebasket, per week, based on the approximate number of employees in each Department. These liners will be supplied by the **Contractor's** staff as requested by employees.

Department	Approximate # of Occupants *
Animal Services & Enforcement	19
Brevard Co. Sheriff's Department	582
Brevard Co. Property Appraiser	131
Brevard Co. Tax Collector	106
Budget	9

Brevard Cultural Alliance	4
Central Services	8
Clerk of Court	414
County Attorney	12
County Manager	8
Health Department	69
Economic & Financial Programs	1
Facilities	15
Finance	50
Fire Rescue	49
Courts & Court Administration	102
Housing & Human Services	28
Human Resources	30
Information Technology	34
Natural Resources	40
Parks & Recreation	37
Planning & Development	79
Public Defender	76
Public Works	44
Space Coast Government TV	5
Solid Waste	21
State Attorney	178
Supervisor of Elections	27
Transportation	7
Utility Services	24

*\*The figures provided above are approximate numbers.*

2. Wastepaper and trash shall be removed to main disposal area designated by the **Contract Administrator**. Main disposal area refers to dumpsters which are located outside of the buildings. All collected trash from designated trash points will be deposited in leak proof carts during daily pick-up. No staging of trash will be allowed on any interior flooring or around exterior of buildings. Leak-proof carts shall be cleaned & deodorized as needed.
- c. **COURT ROOMS:** Court Rooms shall be vacuumed **daily**. Horizontal surfaces of **all** furniture within approximately 84" of the floor shall be dusted, and waste baskets emptied as required to maintain a neat appearance.

d. **ENTRANCES, LOBBIES, CUSTOMER SERVICE AREAS, CORRIDORS AND MEETING ROOMS; BCGC-N BREVARD ROOM & THREE (3) MEETING ROOMS AT BCGC-VIERA:**

**All LOBBIES & CUSTOMER SERVICE AREAS Under this Contract will be cleaned each morning, Monday through Friday, BEFORE 8:00 a.m. to include the following:**

1. Main lobbies, entrances, and main corridors shall be maintained in such a manner as to give a superior appearance. Walk-off mats will either be swept or vacuumed. Carpet stains shall be spot cleaned by hot water extraction. Floors shall be dust mopped, damp mopped and spray buffed; carpet vacuumed.
2. **MEETING ROOMS:** All trash cans will be emptied and a general inspection of rooms will be conducted, and cleaned if necessary.
3. Directory board glass and entry glass will be cleaned.
4. Furnishings in lobby areas (ie: benches, pews, tables, etc.) shall be dusted, as needed.
5. Trash receptacles and cigarette urns at all exterior entrances will be emptied and cleaned.
6. All exterior and interior entrance doors and handrails shall be damp wiped with disinfectant and polished with a dry cloth.
7. Elevators shall be cleaned, including doors, crevices and walls.
8. Floors shall be swept and mopped; carpet vacuumed. Carpeted floors shall be spot cleaned by hot water extraction method to provide superior appearance at all times. Threshold tracks shall be vacuumed and cleaned to remove debris, spills and stains.
9. Drinking fountains and public telephones shall be cleaned with antibacterial germicidal cleaner and polished.

**WEEKLY CLEANING:**

- a. **OFFICE CLEANING:** Office areas, file rooms, libraries, conference rooms, break rooms and the corridor space adjacent to these areas shall receive the following cleaning.
  1. **Hard Surface Floors:** The full floor area is to be swept or vacuumed with a treated sweep mop or broom to remove all dirt, dust, and litter and then damp-mopped **weekly**.
  2. **Carpet:** The full rug or carpet area is to be vacuumed to remove all dirt, dust, and litter to include edges of walls, partitions and hard floors **weekly**. Commercial grade vacuum with HEPA filtered exhaust or equipment that meet these standards are used exclusively in all carpeted areas.
- b. **EXECUTIVE OFFICE SPACE/COMMISSON CHAMBERS:** Executive office suites shall be vacuumed **weekly**. Horizontal surfaces of all furniture within approximately 84" of the floor shall be dusted as required to maintain a neat

appearance. Executive suites are those occupied by Judges, County Manager, Commissioners, Attorneys, and all other elected officials offices included in this contract.

- c. **CARDBOARD RECYCLING:** Remove cardboard and trash weekly, or as needed, (excluding recycled paper) from recycle rooms to main disposal area designated by the **Contract Administrator**. Main disposal area refers to dumpsters which are located outside of the buildings.
- d. **ALUMINUM CANS/PLASTIC BOTTLES RECYCLING:** Remove aluminum cans & plastic bottles from designated recycle bins weekly, or as needed. There are approximately 13 bins located in the lobby areas of the Brevard County Government Center-Viera and Harry T. & Harriette V. Moore Justice Center

### **PERIODIC PROJECT CLEANING:**

- a. **STAIRWAYS:** **Every two weeks** - Hard stair landings and steps shall be swept and damp mopped. Carpet shall be vacuumed and stains cleaned. Garbage or debris shall be removed and hand rails cleaned and disinfected.
- b. **WASTE RECEPTACLES:** **Every two weeks** all wastepaper receptacles shall be cleaned with approved germicidal/disinfectant/deodorizer.
- c. **FLOORS/WALLS:**
  - i. **Monthly-** Resilient/composition floors in office areas, file rooms, libraries, conference rooms, and similar space shall be thoroughly scrubbed and rinsed. All corner bases and edges shall be cleaned. Over all floor area shall be spray buffed or refinished as needed.  
  
Clean and disinfect all restroom/showers partitions, tile walls, floors, doors, and door frames – All walls, toilet partitions, doors, and door frame surfaces shall be thoroughly cleaned and disinfected using appropriate tools and cleaning chemicals.
  - ii. **Semi-annually-**
    - 1. Strip and refinish all hard flooring as appropriate for existing floor covering. Rugs and walk off mats shall be turned back to permit the finishing operation to be performed underneath the rug. **Exception:** Brevard County Government Complex-North is excluded as to requirement floor finish.
    - 2. Wash, rinse, and polish marble and granite walls.
    - 3. Scrub, polish and/or buff all ceramic tile walls, baseboards, and air vents.
    - 4. Scrub-Restroom/Shower Floors- (Close Restroom- place approved "closed" signage to area) thoroughly scrub and steam clean all tile floors & grout and final mop with an approved germicidal/disinfectant cleaner.
    - 5. All wooden paneling, shelf risers, courtroom benches, doors, and hand railings shall be treated with Liquid Gold or similar product approved by the Contract Administrator.
- d. **DEAD STORAGE:** Dead storage areas within the building, where no personnel are assigned, are excluded from contract.

- e. **BIOHAZARD CLEANUP:** The **Contractor** will be called upon, on an as-needed basis, to remedy biohazard clean-ups including, but not limited to, vomit, feces, blood, etc. **These services shall be included within the Contractor's unit price per square foot.** The **Contractor** shall respond within thirty (30) minutes of receiving notification from the **Contract Administrator**. Should the **Contractor** not be available to respond within thirty (30) minutes the **County** has the option to contract with another vendor.
- f. **MISCELLANEOUS DUTIES:** In addition to the work specified above, the following additional duties shall be performed by the Contractor, in conjunction with the cleaning operation:
  - a. Reporting fires, hazardous conditions and items in need of repair, including dead lights, leaky faucets, toilet stoppages, etc.
  - b. Turning off lights and fans when not in use.
  - c. Turning in to Facilities Management office all lost and found articles.
  - d. Locked rooms should only be unlocked during the period of attendant cleaning. Areas opened must not be left unattended and Contractor shall ensure that rooms are locked after cleaning and the keys are returned nightly to the designated areas. Contractor shall be responsible for accounting for all keys assigned to Contractor personnel.
  - e. To ensure energy conservation by utilizing only those lights and electrical service needed to perform duties. When lights are not on sensor, turn off lights in all areas where work is not being performed.
  - f. Responsible to ensure no flammable rags, solutions, or products are left stored within the building.
  - g. Transporting the Contractor's personnel, supplies, and equivalent between County buildings during the conduct of work.
- g. **CONTRACTOR QUALIFICATIONS:**  
**The Contractor is required:**
  - a. to have an established local business office staffed with enough qualified personnel to be able to meet the needs of this contract.
  - b. to have the necessary permits and licenses required by law to conduct business as a professional janitorial contractor in Brevard County.
  - c. to maintain an on-site storage area to accommodate sufficient back-up stock of cleaning chemicals and equipment such that shortages of such items will not occur in the **County** facilities covered in this Contract.
  - d. to provide a sufficient number of vehicles to provide the daily and periodic services required in this Contract.
  - e. to employ a sufficient number of employees to maintain this contract at all times.
- h. **QUALIFICATIONS OF EMPLOYEES:**
  - a. The **Contractor** shall recruit, interview, and hire all employees from the **Contractor's** office. No recruiting, hiring, or interviewing shall be conducted by the **Contractor** in any building covered by this Contract at any time. Only

those employees approved by the **Contract Administrator** shall be allowed access to the buildings to perform the work specified in this Contract. Any deviation from this procedure by the **Contractor** must be requested in writing by the Contractor and approved in advance by the **Contract Administrator**.

- b. The **Contractor** shall not use employees of any temporary employment agency to supplement his work force in **County** buildings for any reason.
- c. The personnel employed by the **Contractor** shall be 18 years of age or above, physically capable and qualified to perform janitorial work. The **Contractor** shall staff the buildings with trained, experienced, and trustworthy cleaning personnel, with a minimum of one (1) year prior janitorial experience, who are capable to operate with minimal supervision. The employees shall be neatly attired (with Company shirt) at all times on the **County's** work site. All employees shall be subject to background investigation (background check, finger printing and C.J.I.S. training) through the Brevard County Sheriff's Department. Badges and keys will not be transmitted to the Contractor until the background investigation comes back cleared.

Should the **County** give notice in writing at any time to the **Contractor** or duly authorized representative of the work, that any employee, in the **County's** opinion, is dishonest, disorderly, careless, or in any way a detriment to the satisfactory performance of the work, the employee shall be immediately removed from the **County** Contract and not allowed on any of the **County's** work sites.

- d. The **Contractor** shall employ, at all times, the quality of supervision necessary for the effective and efficient management of cleaning operations. All supervisors shall have an in depth knowledge of this Contract and its various cleaning tasks, equipment and materials so as to be able to both properly train and direct the cleaning personnel in their individual tasks and to maintain and control an effective inspection, supervision, and follow-up program. This supervisor is to manage only the Brevard County account. Fifteen days prior to the start of the Contract a resume of the proposed supervisors/manager(s) shall be submitted to the **Contract Administrator** for approval. If there is a change of supervisor/ manager during the Contract period the same procedure must be followed when hiring a replacement. No replacements will be made without notifying the **Contract Administrator**.

i. **SUPPLIES, MATERIALS, AND EQUIPMENT:**

- a. All supplies and materials shall be used for the purposes for which they were intended. Before beginning the work of the Contract, the **Contractor** shall submit to the **Contract Administrator** a list giving the name of the manufacturer, the brand name, and use of each of the materials he proposes to use in the performance of the work required in this Contract. **Contractor** shall not use any products which would be unsuitable for the purposes, or harmful to the surfaces to which applied, or to any other part of the building, its contents, or equipment. The **Contractor** shall furnish properly labeled supplies and shall not store chemicals, cleaners, etc. in other than a properly labeled and approved container for the respective chemical, cleaner, etc. The **Contractor** shall provide to the **Contract Administrator** a complete set of

MSDS sheets for the chemicals he intends to use during the performance of the work. Additionally, the **Contractor** shall also have complete sets of MSDS sheets posted in each stock room used to store these chemicals in each of the buildings serviced by this Contract. MSDS sheets shall be printed in English and in any other languages appropriate for the employees. No additional chemicals shall be used in these buildings without submission of corresponding MSDS sheets.

- b. In furtherance of improving the quality of indoor air in **County** buildings and to comply with the Manufacturer's carpet warranty, the **Contractor** shall be required to use commercial vacuum cleaning machines that provide a double filtration system to prevent redistribution into the air of dust and dirt picked up in the normal course of vacuuming. These filters shall be a combination of at least .3 Microns and .1 Microns and shall be emptied/cleaned daily. The choice of size of these vacuum cleaners will be determined by the **Contractor** but will be recommended for commercial use by the manufacturer, and sufficient to perform the required duties as specified in this contract.
- c. **The use of chlorine bleach is prohibited in all Facilities covered under this Scope of Work.**
- d. Defective equipment, materials, or supplies as determined by the **Contract Administrator**, are to be immediately repaired or replaced or will be removed from the buildings. Sufficient and properly labeled cleaning supplies shall be kept in the buildings as back up so proper cleaning can be done.
- e. Electrical power will be furnished by the **County**, at existing power outlets, for the **Contractor's** use to operate such equipment as is necessary in the conduct of work. The **Contractor's** employees shall not unplug any equipment already plugged in during the performance of their duties. Water will also be made available, as necessary, for the services provided under this Contract.
- f. The **Contractor** shall provide paper towels, toilet tissue, and liquid hand soap for restrooms, plastic trash can and waste basket liners, sanitary napkin liners and all other cleaning supplies/materials. Stock is to be kept at each site in sufficient amounts that supplies do not need to be taken from other areas to stock another area. Lockable closets are available for **Contractor** to store equipment/stock. Shortages of any supplies/materials supplied by the **Contractor** shall not be allowed to occur in any **County** facility covered in this Contract.
- j. **SAFETY:**
  - a. The **Contractor** shall be responsible for instructing employees in safety measures considered appropriate. In addition, the **Contractor** shall not permit placing or use of mops, brooms, or equipment in traffic lanes or other locations in such a manner as to create safety hazards, and shall provide appropriate warning signs for slippery floor areas caused by cleaning or floor finishing operations. **Contractor's** employees shall be required to interrupt their work at any time to allow passage of personnel.
- k. **ACCESS TO COUNTY PREMISES:** Neither the **Contractor** nor his personnel shall permit any individual to have access to non-public areas or to locked rooms in the

building, rooms or grounds designated herein or access County facilities before or after normal business hours.

1. **INSPECTION BY THE COUNTY:**

- a. Daily inspection of the **Contractor's** work can be made by the **Contract Administrator** to record **Contractor** performance. The **Contract Administrator** has authority to point out to the **Contractor** incomplete or defective work.
- b. The **Contractor** shall submit to the **Contract Administrator** at the pre-performance conference, a schedule of work showing operations to be performed daily, weekly, monthly, and periodically for review by the **Contract Administrator**. Updated schedule should be submitted to the **Contract Administrator** as required.
- m. **CLEAN-UP:** All supplies, equipment, and machines shall be kept free of "traffic" areas or other areas where they might be hazardous and shall be secured at the end of each work period in areas provided for this purpose. Cloths, mops, or brushes containing a residue of wax or combustible material subject to spontaneous ignition shall be removed from the buildings and disposed of in containers provided for this purpose. Cleaning solutions will be disposed of in designated utility sinks for this purpose.
- n. **LOST, FOUND, OR MISSING ARTICLES:** The **Contractor** shall be responsible in the event of theft or damage of **County** property or personal property by Contractor's employees. All articles found in or about the work areas by the **Contractor** shall be turned in immediately to the **Contract Administrator**.
- o. **PAYMENTS TO THE CONTRACTOR:**
  - a. The Contractor shall submit an invoice by the 5<sup>th</sup> of each month for payment of services for the previous month.
  - b. Payments will be made upon certification and approval of the invoice by the County.
  - c. In the event this Contract commences or terminates during the course of a month, the amount to be paid the **Contractor** for the part of the month in which services were rendered 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.
  - d. Notices of Liquidated Damages for non-performance; pursuant to Attachment B, Paragraph 5 shall be provided to the **Contractor** on a monthly basis in writing and deducted from the current month's invoice.
- p. **COUNTY SUPERVISION:** The performance of this contract shall be monitored by the **Contract Administrator**, or their delegated inspectors, who will provide occupant feedback to the Contractor.
  - a. If the **Contract Administrator** finds that repairs, replacements, or changes are required to the building, its contents, or its appurtenances, which, as determined by the **Contract Administrator**, are damages resulting from the use of materials, equipment, or workmanship of the **Contractor** which are inferior, defective, or not in accordance with the terms of the Contract, the **Contractor** shall promptly upon receipt of notice from the **Contract**

**Administrator**, restore to satisfactory condition, all work; correct all defects, and shall make good any work or materials, or equipment and contents of said building or site disturbed in making such restoration.

- b. If the **Contractor** disturbs any work guaranteed under another Contract, he shall restore such disturbed work to a condition satisfactory to the **Contract Administrator** and shall guarantee such restored work to the same extent as it was guaranteed under such other Contract.
- c. Upon the **Contractor's** failure to comply as required above, the **County** may: (1) either have such work performed by either **County** personnel or some other qualified **Contractor** as the **Contract Administrator** deems necessary, or (2) allow such damaged or defective work or portion of the building or site or contents or equipment of the building or work disturbed to remain in such unsatisfactory condition; provided, that the **Contractor** shall promptly pay the **County** the sum expended by the **County** under the provisions of (1) above or, at the election of the **County**, the sum estimated by the **Contract Administrator** under the provisions of (2) above to represent the amount which would have been necessary to expend to correct this condition. In the event the **Contractor** fails to pay promptly on demand such sum so expended or estimated the **Contract Administrator** may deduct this amount from any monies due or to become due the **Contractor** under this Contract, or the **County** shall make claim against the **Contractor's** liability insurance coverage.
- d. Everything done in accordance with the requirements of this provision shall be performed without additional expense to the **County**.

q. **OTHER CONTRACTS:**

- a. The **County** may undertake or award other Contracts for additional work, and the **Contractor** will carefully fit his own work to such other additional work as may be directed by the **Contract Administrator**. The **Contractor** shall not commit or permit any act during the performance of this Contract which will interfere with the performance of work by another **Contractor**, or by **County** employees.
- b. The **County** may undertake or award other Contracts for work not being performed acceptably by the **Contractor** or work not being accomplished on time by the **Contractor**. Costs incurred thereby will be deducted from the Contractor's monthly bill.

## GENERAL CONDITIONS

### 1. GENERAL CONDITIONS

- a. Quality cleaning will be required beginning on the first day of this Contract.
- b. Heating and air conditioning are curtailed upon the vacating of the space by the building-occupants. Air conditioning will be provided only when the official activities of the building dictate.
- c. No work shall be performed before 5:30 a.m. and beyond 6:30 p.m., on weekends or holidays, unless prior approval of the **Contract Administrator** or their designated representative has been obtained, or the services are called for in the Contract. Prior approval can be given orally but written confirmation is required.
- d. **All start and ending times shall be negotiated and agreed upon after award of the Contract. Such start/end terms shall be reduced to writing and considered an Attachment to this Contract.**
- e. In the event of an emergency condition that affects a particular section of a building (such as a broken water pipe), the **Contractor** shall divert a portion of his force as either scheduled or directed by the **Contract Administrator** from their normal assigned duties. When the emergency condition abates sufficiently the **Contract Administrator** will authorize return to normal duties. No additional cost shall be charged the **County** for the diversion, and the **Contractor** shall not be penalized because the normal daily work, which otherwise would have been performed during the interval, has been neglected.
- f. The **Contractor** shall require all employees to wear distinctive uniform clothing for ready identification, and **assure every employee is in uniform on the date an employee first enters on duty.** Employees shall wear uniforms consisting of shirts and trousers, coveralls, or smocks, as appropriate. At the discretion of the **Contract Administrator**, employees may be sent home if not in proper uniform. The uniform shall have the **Contractor's** name affixed thereon in a permanent manner. Any color or color combination, as appropriate, may be used. Shorts, tank tops, halters, sandals, or any type of open-toed shoes shall not be worn by **Contractor** personnel.
- g. The **Contractor** shall provide the **Contract Administrator** at the start of the Contract, a list of all **Contractor** employees assigned to work in the building. The list shall include each employee's name, birth date, home address, email address, and telephone number. Such information can be used for the purpose of performing background investigations. The same data will be submitted for all new hires. The **Contractor** shall be held responsible for the accuracy of the data provided, and shall insure updated changes are provided to the **Contract Administrator** immediately upon their effective date.
- h. The **Contract Administrator** shall see that every employee on the **Contractor's** work force is provided an Identification Badge. The **Contract Administrator** shall be responsible for filling out the information on the badge request form and checking each prospective employee through the

**Brevard County Sheriff's Department.** Upon obtaining acceptable clearance of said check, all employees will be finger printed and complete the C.J.I.S. on line training. The **Contract Administrator** shall then authorize the issuance of **photo identification badges** to each employee. No **Contractor** employee shall begin work without a properly issued identification badge. The **Contractor** shall see that all employees wear their badges on the outside of their uniform at all times when in **County** buildings. The **Contract Administrator** shall periodically verify badges of **Contractor's** employees. Those **Contractor** employees who do not have their badges properly displayed, have someone else's badge on, or do not have their badges can be sent home by the **Contract Administrator** and the employee's supervisor notified.

- i. The **Contractor** shall prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephones, televisions or any other office equipment.
- j. The **Contractor** shall require his employees to comply with the instructions pertaining to conduct and building regulations, issued by duly appointed officials or building managers.
- k. **All** keys and fobs are to be secured by **Contractor's** staff. The **Contract Administrator** will make periodic key and fob audits as deemed necessary to insure that the **Contractor** is controlling all keys as required. All keys and fobs must be properly secured each day. If any building keys or fobs are lost or broken the **Contractor** will be responsible for the cost of replacement keys. If lost keys pose a potential security risk the cost of re-keying will be borne by the **Contractor**. It shall be the Contractor's responsibility to collect all keys, fobs, etc. from employees who are no longer employed with the Contractor's business and return said keys to the **Contract Administrator**.
- l. When requested, the **Contractor** shall cooperate with any ongoing investigation involving economic loss or damage to **County** buildings, or **County** and/or personal property located therein. The **County** reserves the right to require any employee of the **Contractor** to submit to a polygraph test if the **County** has a reasonable suspicion that the employee is or was involved in the incident or activity under investigation. The **Contractor** shall obtain a waiver from the employee authorizing the release to the **County** of information acquired by the **Contractor** from the polygraph test. The **County**, at its discretion, may require that the **Contractor** immediately remove the employee under investigation from working within **County** buildings for the following reasons: 1) refusal to submit to a polygraph test in the above circumstances, or 2) an employee's refusal to sign the waiver referenced above or 3) an analysis of the polygraph test indicates that the employee is or was involved in the incident under investigation. If the test results show involvement on the part of the employee, the **Contractor** will be obligated to cover the cost of the examination. If the test results indicate that the **Contractor's** employee was not involved in the incident, then the **County** will pay for the cost of the examination.

2. **SCHEDULING OF WORK:** To facilitate contract administration and inspection by representative of the **Contract Administrator**, the following shall apply:
- a. All cleaning shall be conducted Monday through Friday 5:30 am-6:30 pm, with the exception of Courthouses. Courthouse shall be conducted as court activities allow. No cleaning shall be conducted while court activities are in session.
  - b. Five days prior to the Contract starting date, submit in writing to the **Contract Administrator**, the names of at least two representatives for each section of this Contract; each of whom is authorized to act for the **Contractor** in every detail for the janitorial cleaning services. The representative must be satisfactory to the **Contract Administrator**.
  - c. **Contractor** shall provide a Personnel Manning Report to the **Contract Administrator** indicating the number and names of persons assigned to respective areas in specific buildings and the minimum required man hours to accomplish daily assigned tasks. This report shall include each employee's name, work classification, hours worked per day, and building assignment. The **Contractor** shall be required to submit an updated Personnel Manning Report to the **Contract Administrator** immediately if any changes in the above information are made. Changes in established man hours must be provided to the **Contract Administrator**. **Contractor** shall notify the **Contract Administrator** prior to moving personnel from their assigned area to another.
3. **STORAGE SPACE AND JANITORS CLOSETS:**
- a. Space available in the building(s) will be assigned to the **Contractor** for the storage of his bulk supplies and the equipment used in the performance of the work of the Contract. The **Contractor** is required to keep these spaces in a clean, neat, and orderly condition at all times.
  - b. Janitors closets, located at various points throughout the building, may be used by the individual cleaners for storing equipment including mops, brooms, dust cloths, and other items, with the exception of flammable materials and wet mops. These closets, and the stored equipment, shall be kept clean and in order.
  - c. Failure to keep any of the facilities described above in clean condition, satisfactory to the **Contract Administrator** may result in the withdrawal of the privilege of using them, or the **Contract Administrator** may have them cleaned, and the cost of such work charged to the **Contractor**.
  - d. The **County** will not be responsible, in any way, for theft of or damage to the **Contractor's** stored supplies, materials, or equipment kept throughout the building in janitor's closets; or the **Contractor's** employees' personal belongings brought into the building.
4. **CONTRACTOR EMPLOYEE WORK HOURS:**
- a. The **Contractor's** personnel shall be employed on the job a sufficient number of hours to accomplish all daily tasks in accordance with the **Contractor's** provided schedule to the quality standards set forth in this Contract. The **Contractor** has the option to either increase the number of employees on the job, or extend the work hours of the shift to insure

compliance with the Contract specifications, neither of which shall alter the Contract cost. **The Contractor shall have a Supervisor/ Manager on duty on-site at all times during cleaning operations.**

- b. The **Contractor** is required to render all services set forth in the Contract, even though it may be necessary to supply man-hours in addition to the anticipated minimum originally contemplated by the **Contractor**.
- c. **Contractor** personnel shall be assigned to provide coverage at each facility Monday through Friday 5:30am- 6:30pm. **Contractor** employees shall not start work earlier without express approval of the **Contract Administrator** and the **Contractor's** supervisory personnel. Personnel assigned to facilities not requiring day porters shall adhere to a regular daily work schedule. All **Contractor** personnel shall start work at the same time unless otherwise authorized by **Contract Administrator**.
- d. **Day Porters** – One (1) day porter shall provide service to the North Area (Area A) and two (2) day porters shall provide service to Viera campus (Area C).

5. **CONTRACT DEDUCTIONS:** It is the objective of the **County** to obtain full cleaning performance in accordance with the terms of the specifications, and at the quality standards of work set forth in this Contract. To this end, the **County** is contracting for the complete performance of each cleaning job as identified in the specifications, and deductions will, therefore, be made in accordance with the following stipulations:

- a. In instances where areas designated for daily cleaning are not satisfactorily cleaned or policed and serviced, as determined by the **Contract Administrator**, a deduction of \$25.00 per occurrence will be assessed daily until cleaning is satisfactorily performed.
- b. The deduction of \$25.00 per occurrence will continue daily until such deficiencies are corrected to the satisfaction of the **Contract Administrator**. This deduction will be considered as Liquidated Damages, and the **Contractor** specifically agrees with this amount as Liquidated Damages and that such sum is not a penalty.
- c. In instances where **Contractor** does not maintain proper stock of daily supplies. Invoices will be supplied to contractor for purchased supplies and deducted from the contract, including labor.
- d. In the event the **Contractor**, for any reason whatsoever, fails to perform work to the quality required on the technical specifications of this contract, the **County** reserves the right to:
  - 1. Make deductions in accordance with the rate above or should the **Contract Administrator** deem supplies are not properly stocked to maintain supply and demand.
  - 2. At the discretion of the **Contract Administrator**, cancel the contract on as short a notice in writing as may be consistent with securing a replacement **Contractor** to take over the work specified in the canceled Contract.

# ATTACHMENT B

# PRICING

## FACILITIES TO BE SERVICED

The following buildings shall be included in this contract with custodial services provided for the specified periods and special conditions identified for each building. **All measurements are approximates** only and are subject to change at any time throughout the term of this contract.

### AREA A- MONTHLY PAYMENT SCHEDULE PRICING

BUILDING NAME	DESIGNATED SQUARE FEET	UNIT PRICE PER SQUARE FOOT	BASE YEAR CONTRACTED MONTHLY BILLING	OPTION YEAR CONTRACTED MONTHLY BILLING
County Service Complex Titusville 700 Park Ave Titusville, FL	135,000	.031	4185.00	4185.00
Historic Titusville Courthouse (including Annex A and B) 506 S. Palm Ave Titusville, FL	35,230	.044	1550.12	1550.12
Brevard County Government Complex - North 400 South Street Titusville, FL	127,330	.030	3819.90	3819.90
Clerk's Archive Warehouse 790 S. Park Ave Titusville, FL	14,964	.06	897.84	897.84
Tax Collector 800 S. Park Ave Titusville, FL	7,920	.089	704.88	704.88
Barbara Pill Law Enf Facility 2290 Columbus Boulevard Titusville, FL	18,453	.026	479.77	479.77
			X12	X12
<b>TOTAL Square Footage and TOTAL Annual Amount</b>	<b>338,897</b>		<b>\$139,650.12</b>	<b>\$139,650.12</b>

### AREA B - MONTHLY PAYMENT SCHEDULE PRICING

BUILDING NAME	DESIGNATED SQUARE FEET	UNIT PRICE PER SQUARE FOOT	BASE YEAR CONTRACTED MONTHLY BILLING	OPTION YEAR CONTRACTED MONTHLY BILLING
Merritt Island Service Complex 2575 N. Courtenay Parkway Merritt Island, FL	54,170	.0358	1939.28	1939.28
TJ Mills Public Safety Center 1040 S. Florida Avenue Rockledge, FL	25,800	.04	1032.00	1032.00
			x 12	x 12
<b>TOTAL Square Footage and TOTAL Annual Amount</b>	<b>79,970</b>		<b>\$35,655.36</b>	<b>\$35,655.36</b>

### AREA C - MONTHLY PAYMENT SCHEDULE PRICING

BUILDING NAME	DESIGNATED SQUARE FEET	UNIT PRICE PER SQUARE FOOT	BASE YEAR CONTRACTED MONTHLY BILLING	OPTION YEAR CONTRACTED MONTHLY BILLING

Govt. Center Building A 2725 Judge Fran Jamieson Way Viera, FL	<b>88,000</b>	<b>.038</b>	<b>3344.00</b>	<b>3344.00</b>
Govt. Center Building B 2725 Judge Fran Jamieson Way Viera, FL	<b>33,000</b>	<b>.056</b>	<b>1848.00</b>	<b>1848.00</b>
Govt. Center Building C 2725 Judge Fran Jamieson Way Viera, FL	<b>65,000</b>	<b>.043</b>	<b>2795.00</b>	<b>2795.00</b>
Govt. Center Building D 2725 Judge Fran Jamieson Way Viera, FL	<b>50,400</b>	<b>.049</b>	<b>2469.60</b>	<b>2469.60</b>
Govt. Center Building E 2725 Judge Fran Jamieson Way Viera, FL	<b>36,000</b>	<b>.055</b>	<b>1980.00</b>	<b>1980.00</b>
Moore Justice Center 2825 Judge Fran Jamieson Way Viera, FL	<b>203,000</b>	<b>.035</b>	<b>7105.00</b>	<b>7105.00</b>
			<b>× 12</b>	<b>× 12</b>
<b>TOTAL Square Footage and TOTAL Annual Amount</b>	<b>475,400</b>		<b>\$234,499.20</b>	<b>\$234,499.20</b>

**AREA D - MONTHLY PAYMENT SCHEDULE PRICING**

<b>BUILDING NAME</b>	<b>DESIGNATED SQUARE FEET</b>	<b>UNIT PRICE PER SQUARE FOOT</b>	<b>BASE YEAR CONTRACTED MONTHLY BILLING</b>	<b>OPTION YEAR CONTRACTED MONTHLY BILLING</b>
Central Fleet Office 4694 N. Wickham Road Melbourne, FL	<b>3,264</b>	<b>.028</b>	<b>91.39</b>	<b>91.39</b>
Melbourne Courthouse 51 Nieman Avenue Melbourne, FL	<b>26,700</b>	<b>.027</b>	<b>720.90</b>	<b>720.90</b>
County Service Complex Melbourne 1515 Sarno Road, A&B Melbourne, FL	<b>39,500</b>	<b>.028</b>	<b>1106.00</b>	<b>1106.00</b>
District 3 Commission Office 1311 New Haven Avenue Melbourne, FL	<b>1,130</b>	<b>.015</b>	<b>16.95</b>	<b>16.95</b>
County Service Complex Palm Bay 450 Cogan Drive SE Palm Bay, FL	<b>14,600</b>	<b>.028</b>	<b>408.80</b>	<b>408.80</b>
			<b>× 12</b>	<b>× 12</b>
<b>TOTAL Square Footage and TOTAL Annual Amount</b>	<b>89,194</b>		<b>\$28,128.48</b>	<b>\$28,128.48</b>

**SECTION 1 TOTAL (AREAS A-D)**

**\$437,933.16**

**AREA E - MONTHLY PAYMENT SCHEDULE PRICING – OPTION FOR NIGHT CLEANING at COURTHOUSES**

<b>BUILDING NAME</b>	<b>DESIGNATED SQUARE FEET</b>	<b>UNIT PRICE PER SQUARE FOOT</b>	<b>BASE YEAR CONTRACTED MONTHLY BILLING</b>	<b>OPTION YEAR CONTRACTED MONTHLY BILLING</b>
Melbourne Courthouse 51 Nieman Avenue Melbourne, FL	<b>26,700</b>	<b>.027</b>	<b>720.90</b>	<b>720.90</b>
Moore Justice Center 2825 Judge Fran Jamieson Way Viera, FL	<b>203,000</b>	<b>.035</b>	<b>7105.00</b>	<b>7105.00</b>
Historic Titusville Courthouse (including Annex A and B) 506 S. Palm Ave Titusville, FL	<b>35,230</b>	<b>.044</b>	<b>1550.12</b>	<b>1550.12</b>
			<b>× 12</b>	<b>× 12</b>
<b>TOTAL Square Footage and TOTAL Annual Amount</b>	<b>264,930</b>		<b>\$112,512.24</b>	<b>\$112,512.24</b>



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.2., Permission to Issue Open Purchase Orders (FY2015/2016) to Approve Vendors of Record

The Board of County Commissioners, in regular session on August 18, 2015, approved the use of State Contract, cooperative contracts, and other agency contracts as vendors of record list for 2015/16; approved the use of 2015/16 vendors determined to be the sole source for the products or services indicated; approved the issuance of blanket purchase orders; authorized the Chairman to execute contracts to those vendors, exceeding \$100,000; and approved competitive action in the event of unforeseen changes to the approved vendors and/or the cooperative purchasing programs.

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  
Purchasing Services

*moved from II.C.2*

Meeting Date  
August 18, 2015



AGENDA	
Section	<del>Consent</del> <i>N.B.</i>
Item No.	<del>VI.C.2</del>

AGENDA REPORT  
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	PERMISSION TO ISSUE OPEN PURCHASE ORDERS (FY 2015/2016) TO APPROVED VENDORS OF RECORD
DEPT/OFFICE:	CENTRAL SERVICES DEPARTMENT/PURCHASING SERVICES

Requested Action:

It is requested the Board:

1. Approve the use of State Contract, cooperative contracts and other agency contracts as vendors of record on the attached list.
2. Approve the use of the attached vendors determined to be the sole source for the products or services indicated.
3. Approve the issuance of blanket purchase orders and authorize the Chairman to execute contracts to those vendors, exceeding \$100,000.
4. Approve competitive action in the event of unforeseen changes to the approved vendors and/or the cooperative purchasing programs.

Summary Explanation & Background:

County Policy BCC-25 requires Board approval to purchase from:

1. Competitive State or other cooperative agreements exceeding \$100,000.
2. Sole source and/or Proprietary purchase, which in some cases may be the original equipment manufacturer (OEM) for parts and service compatibility, where purchase exceeds \$100,000.

On Sept. 15, 1987, the Board directed vendors of record within these categories be brought to the Board for approval on an annual basis. Approval of this action will eliminate repetitive Board action requesting permission to utilize vendors of record listed. Also to expedite the process, the County Manager currently has Board authorization to approve utilization of vendors of record listed up to \$100,000. On August 9, 2011 the Board approved an Interlocal Agreement to allow participation in a purchasing arrangement now known as the Brevard County Public Entity Purchasing Cooperative. Local Governmental entities within the Brevard County geographic area have entered into an Interlocal Agreement to create a Cooperative Purchasing group. Cooperative purchasing programs contribute to cost savings by taking advantage of volume buying, consolidated bid solicitation and product testing. These programs also facilitate the sharing of information and expertise about commodities and services being procured and often attract more competition and reduce administrative costs. Brevard County also participates in other intergovernmental cooperative purchasing programs through the National Association of State Procurement Officials (NASPO) (NACO), Western State Contracting Alliance (WSCA) and U.S. Communities which offer local government's access to nationally solicited contracts that provide significant reductions in price and guaranteed delivery features.

Continued, Page 2

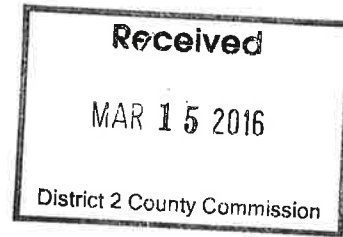
Clerk to the Board instruction: Return copy to the Department

Exhibits Attached: Vendors/Commodities Listing

Contract /Agreement (If attached): Reviewed by County Attorney    Yes  No     PR

County Manager	Assistant County Manager	Frank Abbate	Department Director / Extension
Stockton Whitten	Assistant County Manager	Venetta Valdeno	Teresa Camarata/ext. 5-5492

*Teresa Camarata* ✓



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](http://www.brevardcounty.us/centralservices/facilities)

TO: Commissioner Jim Barfield, District 2  
FROM: Mary Bowers, Support Services Manager, Facilities *Mary Bowers*  
DATE: March 14, 2016  
SUBJECT: **B-5-16-37 Countywide Janitorial Services/Facilities Contracts**

Enclosed please three (3) each original contracts with W&G Maintenance for Countywide Janitorial Services.

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.



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

Central County  
Purchasing Services



Received  
NOV 10 2016  
District 2 County Commission

Florida's Space Coast

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

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*Julie*

TO: Commissioner Jim Barfield, District 2

FROM: Mary Bowers, Support Services Manager, Facilities

*Mary Bowers*

DATE: November 10, 2016

**SUBJECT: RFQ-3-16-10 Continuing Architectural/Engineering Design Services  
Consultant Services Agreements**

Enclosed please three (3) each original Agreements with Architects RZK, Inc., MBV Engineering and Rhodes & Brito Architects for the above referenced contract.

Please sign all three (3) originals and call for pick up. Should you have any questions please contact our office at 633-2050.

Thank you.

/mb

Enclosures

*moved from II. C. 1*

Meeting Date
August 18, 2015



AGENDA	
Section	<del>Consent</del> <i>N.B.</i>
Item No.	<i>II.C.1</i>

**AGENDA REPORT**  
**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**

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			Department Director / Extension		
Stockton Whitten	Assistant County Manager	Venetta Valdengo			Teresa Camarata/ext.5-5492		

*Teresa Camarata*

PAGE 2

SUBJECT: PERMISSION TO ISSUE ANNUAL SUPPLY BIDS, QUOTES AND PROPOSALS  
(FY 2015/2016) AND/OR NEGOTIATE COMPETITIVE AGREEMENTS

SUMMARY EXPLANATION & BACKGROUND, CONTINUED

continuing contracts for professional services for projects in which the estimated construction cost of each individual project under the contract does not exceed \$2 million, if the professional services under the contract do not exceed \$200,000. Firms providing professional services under continuing contracts shall not be required to bid against one another.

Annual negotiated competitive agreements/discounts establish a firm source period, and price on high volume materials and services, significantly reducing the number of repetitive, expensive daily purchase transactions through the utilization of open purchase orders or purchase card.

The evaluation of renewal options utilizes factors such as market data, level of competition available, inflation and vendor performance. The using agencies and the Purchasing Manager or designee will document recommendations of exercising renewal options in the official bid or proposal files.

Formal contract renewals will be in accordance with AO-29, Contract Administration.

Fiscal Impact FY 15/16: Minimizing administrative costs by reducing and consolidating Board actions for competitive annual procurement of commodities and services insures efficient use of available funds and the timely provision of commodities and services. Establishment of costs associated with these commodities/services is allocated to individual agencies' funding sources. Funds will be encumbered through user initiated blank purchase orders.

Name: Contact: Leslie. Rothering, Purchasing Services  
Phone: x5-6038, [leslie.rothering@brevardcounty.us](mailto:leslie.rothering@brevardcounty.us)

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		
<b>CONTINUING CONSULTANT - A/E DESIGN SERVICES</b>		
CONTINUING ENGINEERING SERVICES FOR MECHANICAL/ELECTRICAL/PLUMBING DESIGN		
CONTINUING ENGINEERING SERVICES STRUCTURAL ENGINEERING DESIGN SERVICES		
CONTINUING ROOFING CONTRACTING SERVICES		
CONTINUING ROOFING CONSULTANT SERVICES	PER PROJECT BASIS	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 costs.
CONSULTANT ENGINEERING SERVICES - UTILITY SERVICES APPROVED CIP PROJECTS THAT EXCEED CONTINUING CONSULTANT DOLLAR THRESHOLD		

## **CONTINUING ARCHITECTURAL/ENGINEERING DESIGN CONSULTANT SERVICES AGREEMENT**

This is an Agreement entered into this 14<sup>th</sup> day of November 2016, by and between **BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, hereinafter referred to as COUNTY and **RHODES & BRITO ARCHITECTS**, a corporation under the laws of the State of Florida, hereinafter referred to as CONSULTANT.

WHEREAS, the County has a need for the services of a consultant to provide architectural/engineering design services under a continuing contract per Florida Statute 287.055;

WHEREAS, the County issued a **REQUEST FOR QUALIFICATIONS #RFQ-3-16-10** for such services and has selected the CONSULTANT to provide said services;

WHEREAS, this is an Agreement for professional services for projects in which the construction costs do not exceed \$2 million, for study activity when the fee for services for each study does not exceed \$200,000, or for work of a specified nature as outlined herein.

For and in consideration of the mutual agreement hereinafter contained, the COUNTY hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide continuing architectural/engineering services as prescribed herein.

### **SECTION I - GENERAL IDENTIFICATION OF SERVICES**

All continuing architectural/engineering services provided by the CONSULTANT for the COUNTY shall be identified in Work Orders. Work Orders 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, project team members assigned to supervise/perform services provided under the Work Order, and any other terms or conditions specific to the Work Order to be performed by the CONSULTANT. A Work Order 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 COUNTY. The written Notice to Proceed and specific Work Order, as approved by the COUNTY, shall together constitute an addendum to this Agreement.

### **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 DESIGN CONSULTANT SERVICES**

Upon receipt of a Notice to Proceed on a Work Order, CONSULTANT agrees to perform

continuing architectural/engineering services associated with the requested work in accordance with the negotiated terms of the applicable Work Order, 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 the CONSULTANT'S plans and specifications were found defective, without any increase in price of the applicable Work Order. This remedy shall be cumulative to all other remedies available under law.

In connection with continuing architectural/engineering 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 for COUNTY review design computations, sketches and other data representative of the work's progress at the percentage stages of completion which may be stipulated in the applicable Work Order. **This shall include a Division 16 Estimate of Probable Construction Cost at each design submittal.** Submit 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 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 CONSULTANT errors 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, as Owner, the CONSULTANT shall submit any of CONSULTANT'S construction documents to any review committee, third party consultant or any county, city, state or federal agency from which a permit or other approval is required, and revise CONSULTANT'S construction documents as may be required by such permitting or approval agencies. 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.

Regarding any resulting construction, the CONSULTANT will review all pre-qualification documents, bids and make recommendations regarding award to the lowest responsible bidder. The CONSULTANT shall review and approve the contractor's Schedule of Values.

Prior to commencement of construction, the CONSULTANT shall attend a pre-construction conference. Representatives from the Owner, Contractor and CONSULTANT shall attend to discuss policies and procedures to be followed during the construction period, and answer questions regarding design intent, clarification or interpretation of the construction documents.

The CONSULTANT will review and approve or reject, as appropriate, all Contractor Applications for Payment submitted during the construction of work.

The CONSULTANT will review and approve or reject, as appropriate, all contractor submitted as-built drawings, warranties and operation and maintenance manuals for completeness and conformance with the contract requirements and submit to the Owner indicating their approval.

The CONSULTANT will prepare record drawings and specifications showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the contractor to the CONSULTANT, utilizing AutoCad Release 12 or newer software or compatible approved by the Owner. **One (1) set of reproducible record drawings, in electronic format, is to be submitted to the Owner with Certificate of Final Completion.**

The CONSULTANT will prepare and distribute meeting minutes at all design phase meetings and progress meetings, in a format approved by the Owner. In addition to the regular scheduled construction site visits and progress meetings, this Agreement shall include, at no additional cost to the Owner, the Substantial & Final Completion Inspection(s) and the warranty inspection with the appropriate written reports and certifications.

The CONSULTANT shall respond promptly and completely to all Requests For Information or clarifications regarding the drawings and specifications so as not to cause a delay in the construction schedule.

#### **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 Work Order.

#### **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 Work Order:

- 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. To the extent that the CONSULTANT will need to subcontract Mechanical/Electrical/Plumbing Engineering Design Services or Structural Design Services to fulfill a Work Order, the CONSULTANT will be compensated

at the hourly rate identified for those services as designated in the Hourly Rate Schedule (Attachment "A").

- 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 Work Order.
- 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 an approved Work Order. Upon receipt of satisfactory back up materials, the CONSULTANT will be compensated for such reimbursable expenses. Such expenses may include:
  - 1. Expenses for document reproduction. These expenses shall be reimbursed on a direct cost basis.
  - 2. Mileage – These expenses shall be reimbursed at the COUNTY's authorized cost 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 Work Order'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.

#### **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 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 authorized reimbursable expenses and must reference the particular Work 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 Work Order revision cause 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 Purchasing Services, of the County Manager's Office and of the Facilities Department 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 other work products developed by the CONSULTANT pursuant to this Agreement shall become the property of the COUNTY. 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. The COUNTY may reuse any plans, specifications or reports provided under this Agreement under the following conditions:

- (a) The COUNTY shall notify the CONSULTANT of such reuse;
- (b) The COUNTY and CONSULTANT shall agree to compensation for such reuse;
- (c) The provisions of Florida Statutes 287.055 (10) are followed; and
- (d) The County shall hold CONSULTANT harmless from any property damage or personal injury which may result from such reuse.

## **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.

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 CONSULTANT or the CONSULTANT'S authorized representative.

Notice under this Agreement shall be given as above to the following authorized representatives:

On behalf of the County:

Brevard County Central Services - Facilities  
Attn: Mary Bowers, Support Services Manager  
2725 Judge Fran Jamieson Way, Building A-207  
Viera, Florida 32940

On behalf of the CONSULTANT

Rhodes & Brito Architects  
Attn: Mr. Ruffin Rhodes, Principal, Director of Operations  
605 E. Robinson Street, Suite 605  
Orlando, Florida 32801

**SECTION XII - AUDIT RIGHTS/PUBLIC RECORDS**

The COUNTY or any of its duly authorized representatives 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.

Both parties understand that Brevard County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes. "Public Records" are defined "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency" Fla. Stat. 119.011(12).

Pursuant to Florida Statute Chapter 119, generally, and 119.0701 specifically, if records created by the COUNTY or the CONSULTANT related to the performance of the services under this Agreement do not fall under a specific exemption under Florida or federal law, the records - whether created or maintained by the CONSULTANT or the COUNTY- must be provided to anyone making a public records request. It will be the CONSULTANT'S duty to identify any information in records created by the CONSULTANT which it deems is exempt under Florida or federal law and identify the statute number which requires the information be held exempt.

A request to inspect or copy public records relating to this Agreement must be made directly to the COUNTY. If the COUNTY does not possess the requested records, the COUNTY shall immediately notify the CONSULTANT of the request, and the CONSULTANT must provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided pursuant to Florida Statute Chapter 119 and Brevard County Board Policy.

Should any person or entity make a public records request of the COUNTY which requires or

would require the COUNTY to allow inspection or provide copies of records which the CONSULTANT maintains are exempt under the Public Records Law or otherwise confidential, it shall be the CONSULTANT'S obligation to provide the County within a reasonable time of notification by the COUNTY to the CONSULTANT of the records request, of the specific exemption or confidentiality provision to allow the County to comply with the requirements of Florida Statute 119.07(1)(e) and (f). Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the CONSULTANT to the County which the CONSULTANT maintains are exempt or confidential from such inspection/production as a public record, the CONSULTANT shall hire and compensate attorney(s) who shall represent the interests of the County as well as the CONSULTANT in defending such action. The CONSULTANT shall also pay any costs to defend such action and shall pay any costs and attorney's fees which may be awarded pursuant to Fla. Stat. 119.12.

Should the CONSULTANT fail to provide the public records to the COUNTY within a reasonable time, the CONSULTANT is subject to penalties under s. 119.10.

The CONSULTANT shall ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONSULTANT does not transfer the records to the COUNTY.

Upon completion of the Agreement, the CONSULTANT shall transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the COUNTY upon completion of the Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT** – Mary Bowers, Brevard County Facilities, 2725 Judge Fran Jamieson Way, Building A-207, Viera, Florida 32940. (321) 633-2050; [mary.bowers@brevardfl.gov](mailto:mary.bowers@brevardfl.gov)

### **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 was employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employee, 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. Either party may terminate this Agreement for any reason upon thirty (30) days written notice, provided that, in the event CONSULTANT so terminates, any outstanding approved Work Order upon which a Notice to Proceed has been issued is completed by the CONSULTANT.
- B. In the event of termination by the COUNTY, the COUNTY's sole obligation to the CONSULTANT shall be payment for those portions of work satisfactorily completed which were previously authorized by approved Work Order. 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 the firm's name, merges with another company, becomes a subsidiary, substitutes any project team members, 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.
- E. The CONSULTANT shall not be allowed to substitute project team members named in its response, during the course of the contract, without prior written permission of the COUNTY.

#### **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 fees under

Schedule "A" or paragraph V.D. 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.

#### **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 architectural and engineering 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 architectural and engineering 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 Work 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 and auto 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 per occurrence to cover any and all claims arising in connection with any particular accident or occurrence. In addition, the County shall be added as an "Additional Insured" on the Auto Liability and General Liability policies.

The CONSULTANT shall provide and maintain Workers' Compensation insurance (as required by Florida law) for all employees 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 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 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 EXCLUSIVE AGREEMENT**

The parties acknowledge that this Agreement is not an exclusive Agreement and the COUNTY may employ other architects, 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 XXI - 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 XXII - INTEREST OF MEMBERS OF COUNTY 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.

The CONSULTANT 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 the services relating to this Agreement without the written consent from the County.

#### **SECTION XXIII - 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 conflict of interest shall be employed by the Consultant.

**SECTION XXIV - ENTIRETY OF AGREEMENT**

This writing, together with Work Orders and signed Authorizations 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 Work Order.

**SECTION XXV – GOVERNING LAW**

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida.

**SECTION XVI – VENUE**

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

**SECTION XVII – ATTORNEYS FEES**

In the event either party sues the other to enforce the terms of this Agreement, or any Work Orders issued hereunder, each party shall bear its own attorney's fees and costs.

**SECTION XVIII – CONSTRUCTION OF AGREEMENT**

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

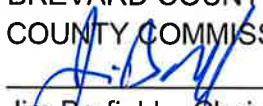
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

ATTEST:


  
\_\_\_\_\_  
Scott Ellis, Clerk



BREVARD COUNTY BOARD OF  
COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Jim Barfield – Chairman  
As Approved By The Board: 8/18/15

RHODES & BRITO ARCHITECTS

  
\_\_\_\_\_  
BY:  
President  
Rufin A. Rhodes

# ATTACHMENT "A"

RFQ-3-16-10

## CONTINUING ARCHITECTURAL/ENGINEERING DESIGN SERVICES STANDARD HOURLY RATE SCHEDULE

POSITION	HOURLY RATE
Principal	\$137.17
Project Director/Manager	\$111.38
Project Architect	\$102.17
Project Engineer	PER COUNTY CONTINUING M/E/P & STRUCTURAL RATES BELOW
CAD Engineer	PER COUNTY CONTINUING M/E/P & STRUCTURAL RATES BELOW
CAD Drafter/Operator/Technician	\$ 70.53
Admin/Word Processing	\$ 47.00

## M/E/P DESIGN SERVICES STANDARD HOURLY RATE SCHEDULE

POSITION	HOURLY RATE
Project Director/Manager	\$ 112.95
Project Engineer	\$ 101.32
Engineer	\$ 89.05
CAD Designer	\$ 71.14
CAD Drafter	\$ 55.88
Admin/Word Processing	\$ 46.96

## STRUCTURAL ENGINEERING SERVICES STANDARD HOURLY RATE SCHEDULE

POSITION	HOURLY RATE
Principal	\$139.00
Project Director/Manager	\$121.00
Project Engineer	\$114.50
Engineer	\$ 92.00
CAD Designer	\$ 77.00
CAD Drafter/Operator/Technician	\$ 56.00
Admin/Word Processing	\$ 48.50

## **ATTACHMENT "B"**

### **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 ARCHITECTURAL/ENGINEERING DESIGN CONSULTANT SERVICES AGREEMENT**

This is an Agreement entered into this 14<sup>TH</sup> day of NOVEMBER 2016, by and between **BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, hereinafter referred to as COUNTY and **MBV ENGINEERING, INC.**, a corporation under the laws of the State of Florida, hereinafter referred to as CONSULTANT.

WHEREAS, the County has a need for the services of a consultant to provide architectural/engineering design services under a continuing contract per Florida Statute 287.055;

WHEREAS, the County issued a **REQUEST FOR QUALIFICATIONS #RFQ-3-16-10** for such services and has selected the CONSULTANT to provide said services;

WHEREAS, this is an Agreement for professional services for projects in which the construction costs do not exceed \$2 million, for study activity when the fee for services for each study does not exceed \$200,000, or for work of a specified nature as outlined herein.

For and in consideration of the mutual agreement hereinafter contained, the COUNTY hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide continuing architectural/engineering services as prescribed herein.

### **SECTION I - GENERAL IDENTIFICATION OF SERVICES**

All continuing architectural/engineering services provided by the CONSULTANT for the COUNTY shall be identified in Work Orders. Work Orders 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, project team members assigned to supervise/perform services provided under the Work Order, and any other terms or conditions specific to the Work Order to be performed by the CONSULTANT. A Work Order 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 COUNTY. The written Notice to Proceed and specific Work Order, as approved by the COUNTY, shall together constitute an addendum to this Agreement.

### **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 DESIGN CONSULTANT SERVICES**

Upon receipt of a Notice to Proceed on a Work Order, CONSULTANT agrees to perform continuing architectural/engineering services associated with the requested work in accordance

with the negotiated terms of the applicable Work Order, 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 the CONSULTANT'S plans and specifications were found defective, without any increase in price of the applicable Work Order. This remedy shall be cumulative to all other remedies available under law.

In connection with continuing architectural/engineering 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 for COUNTY review design computations, sketches and other data representative of the work's progress at the percentage stages of completion which may be stipulated in the applicable Work Order. **This shall include a Division 16 Estimate of Probable Construction Cost at each design submittal.** Submit 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 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 CONSULTANT errors 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, as Owner, the CONSULTANT shall submit any of CONSULTANT'S construction documents to any review committee, third party consultant or any county, city, state or federal agency from which a permit or other approval is required, and revise CONSULTANT'S construction documents as may be required by such permitting or approval agencies. 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.

Regarding any resulting construction, the CONSULTANT will review all pre-qualification documents, bids and make recommendations regarding award to the lowest responsible bidder. The CONSULTANT shall review and approve the contractor's Schedule of Values.

Prior to commencement of construction, the CONSULTANT shall attend a pre-

construction conference. Representatives from the Owner, Contractor and CONSULTANT shall attend to discuss policies and procedures to be followed during the construction period, and answer questions regarding design intent, clarification or interpretation of the construction documents.

The CONSULTANT will review and approve or reject, as appropriate, all Contractor Applications for Payment submitted during the construction of work.

The CONSULTANT will review and approve or reject, as appropriate, all contractor submitted as-built drawings, warranties and operation and maintenance manuals for completeness and conformance with the contract requirements and submit to the Owner indicating their approval.

The CONSULTANT will prepare record drawings and specifications showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the contractor to the CONSULTANT, utilizing AutoCad Release 12 or newer software or compatible approved by the Owner. **One (1) set of reproducible record drawings, in electronic format, is to be submitted to the Owner with Certificate of Final Completion.**

The CONSULTANT will prepare and distribute meeting minutes at all design phase meetings and progress meetings, in a format approved by the Owner. In addition to the regular scheduled construction site visits and progress meetings, this Agreement shall include, at no additional cost to the Owner, the Substantial & Final Completion Inspection(s) and the warranty inspection with the appropriate written reports and certifications.

The CONSULTANT shall respond promptly and completely to all Requests For Information or clarifications regarding the drawings and specifications so as not to cause a delay in the construction schedule.

#### **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 Work Order.

#### **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 Work Order:

- 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. To the extent that the CONSULTANT will need to subcontract Mechanical/Electrical/Plumbing Engineering Design Services or Structural Design Services to fulfill a Work Order, the CONSULTANT will be compensated at the hourly rate identified for those services as designated in the Hourly Rate Schedule (Attachment "A").

- 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 Work Order.
- 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 an approved Work Order. Upon receipt of satisfactory back up materials, the CONSULTANT will be compensated for such reimbursable expenses. Such expenses may include:
  - 1. Expenses for document reproduction. These expenses shall be reimbursed on a direct cost basis.
  - 2. Mileage – These expenses shall be reimbursed at the COUNTY's authorized cost 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 Work Order'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.

#### **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 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 authorized reimbursable expenses and must reference the particular Work 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 Work Order revision cause 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 Purchasing Services, of the County Manager's Office and of the Facilities Department 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 other work products developed by the CONSULTANT pursuant to this Agreement shall become the property of the COUNTY. 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. The COUNTY may reuse any plans, specifications or reports provided under this Agreement under the following conditions:

- (a) The COUNTY shall notify the CONSULTANT of such reuse;
- (b) The COUNTY and CONSULTANT shall agree to compensation for such reuse;
- (c) The provisions of Florida Statutes 287.055 (10) are followed; and
- (d) The County shall hold CONSULTANT harmless from any property damage or personal injury which may result from such reuse.

### **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.

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 CONSULTANT or the CONSULTANT'S authorized representative.

Notice under this Agreement shall be given as above to the following authorized representatives:

On behalf of the County:

Brevard County Central Services - Facilities  
Attn: Mary Bowers, Support Services Manager  
2725 Judge Fran Jamieson Way, Building A-207  
Viera, Florida 32940

On behalf of the CONSULTANT

MBV Engineering, Inc.  
Attn: Mr. Bruce Moia, P.E., President  
1250 W. Eau Gallie Boulevard, Suite L  
Melbourne, Florida 32935

**SECTION XII - AUDIT RIGHTS/PUBLIC RECORDS**

The COUNTY or any of its duly authorized representatives 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.

Both parties understand that Brevard County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes. "Public Records" are defined "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency" Fla. Stat. 119.011(12).

Pursuant to Florida Statute Chapter 119, generally, and 119.0701 specifically, if records created by the COUNTY or the CONSULTANT related to the performance of the services under this Agreement do not fall under a specific exemption under Florida or federal law, the records - whether created or maintained by the CONSULTANT or the COUNTY- must be provided to anyone making a public records request. It will be the CONSULTANT'S duty to identify any information in records created by the CONSULTANT which it deems is exempt under Florida or federal law and identify the statute number which requires the information be held exempt.

A request to inspect or copy public records relating to this Agreement must be made directly to the COUNTY. If the COUNTY does not possess the requested records, the COUNTY shall immediately notify the CONSULTANT of the request, and the CONSULTANT must provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided pursuant to Florida Statute Chapter 119 and Brevard County Board Policy.

Should any person or entity make a public records request of the COUNTY which requires or would require the COUNTY to allow inspection or provide copies of records which the CONSULTANT maintains are exempt under the Public Records Law or otherwise confidential, it

shall be the CONSULTANT'S obligation to provide the County within a reasonable time of notification by the COUNTY to the CONSULTANT of the records request, of the specific exemption or confidentiality provision to allow the County to comply with the requirements of Florida Statute 119.07(1)(e) and (f). Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the CONSULTANT to the County which the CONSULTANT maintains are exempt or confidential from such inspection/production as a public record, the CONSULTANT shall hire and compensate attorney(s) who shall represent the interests of the County as well as the CONSULTANT in defending such action. The CONSULTANT shall also pay any costs to defend such action and shall pay any costs and attorney's fees which may be awarded pursuant to Fla. Stat. 119.12.

Should the CONSULTANT fail to provide the public records to the COUNTY within a reasonable time, the CONSULTANT is subject to penalties under s. 119.10.

The CONSULTANT shall ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONSULTANT does not transfer the records to the COUNTY.

Upon completion of the Agreement, the CONSULTANT shall transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the COUNTY upon completion of the Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT** – Mary Bowers, Brevard County Facilities, 2725 Judge Fran Jamieson Way, Building A-207, Viera, Florida 32940. (321) 633-2050; [mary.bowers@brevardfl.gov](mailto:mary.bowers@brevardfl.gov)

### **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 was employed or retained to solicit

or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employee, 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. Either party may terminate this Agreement for any reason upon thirty (30) days written notice, provided that, in the event CONSULTANT so terminates, any outstanding approved Work Order upon which a Notice to Proceed has been issued is completed by the CONSULTANT.
- B. In the event of termination by the COUNTY, the COUNTY's sole obligation to the CONSULTANT shall be payment for those portions of work satisfactorily completed which were previously authorized by approved Work Order. 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 the firm's name, merges with another company, becomes a subsidiary, substitutes any project team members, 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.
- E. The CONSULTANT shall not be allowed to substitute project team members named in its response, during the course of the contract, without prior written permission of the COUNTY.

#### **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 fees under Schedule "A" or paragraph V.D. 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.

## **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 architectural and engineering 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 architectural and engineering 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 Work 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 and auto 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 per occurrence to cover any and all claims arising in connection with any particular accident or occurrence. In addition, the County shall be added as an "Additional Insured" on the Auto Liability and General Liability policies.

The CONSULTANT shall provide and maintain Workers' Compensation insurance (as required by Florida law) for all employees 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 EXCLUSIVE AGREEMENT**

The parties acknowledge that this Agreement is not an exclusive Agreement and the COUNTY may employ other architects, 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 XXI - 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 XXII - INTEREST OF MEMBERS OF COUNTY 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.

The CONSULTANT 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 the services relating to this Agreement without the written consent from the County.

### **SECTION XXIII - 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 conflict of interest shall be employed by the Consultant.

### **SECTION XXIV - ENTIRETY OF AGREEMENT**

This writing, together with Work Orders and signed Authorizations 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 Work Order.

**SECTION XXV – GOVERNING LAW**

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida.

**SECTION XVI – VENUE**

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

**SECTION XVII – ATTORNEYS FEES**

In the event either party sues the other to enforce the terms of this Agreement, or any Work Orders issued hereunder, each party shall bear its own attorney's fees and costs.

**SECTION XVIII – CONSTRUCTION OF AGREEMENT**

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

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 – Chairman

As Approved By The Board: 8/18/15

MBV ENGINEERING, INC.

  
\_\_\_\_\_  
BY:

# ATTACHMENT "A"

RFQ-3-16-10

## CONTINUING ARCHITECTURAL/ENGINEERING DESIGN SERVICES STANDARD HOURLY RATE SCHEDULE

POSITION	HOURLY RATE
Principal	\$137.17
Project Director/Manager	\$111.38
Project Architect	\$102.17
Project Engineer	PER COUNTY CONTINUING M/E/P & STRUCTURAL RATES BELOW
CAD Engineer	PER COUNTY CONTINUING M/E/P & STRUCTURAL RATES BELOW
CAD Drafter/Operator/Technician	\$ 70.53
Admin/Word Processing	\$ 47.00

## M/E/P DESIGN SERVICES STANDARD HOURLY RATE SCHEDULE

POSITION	HOURLY RATE
Project Director/Manager	\$ 112.95
Project Engineer	\$ 101.32
Engineer	\$ 89.05
CAD Designer	\$ 71.14
CAD Drafter	\$ 55.88
Admin/Word Processing	\$ 46.96

## STRUCTURAL ENGINEERING SERVICES STANDARD HOURLY RATE SCHEDULE

POSITION	HOURLY RATE
Principal	\$139.00
Project Director/Manager	\$121.00
Project Engineer	\$114.50
Engineer	\$ 92.00
CAD Designer	\$ 77.00
CAD Drafter/Operator/Technician	\$ 56.00
Admin/Word Processing	\$ 48.50

## **ATTACHMENT "B"**

### **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 ARCHITECTURAL/ENGINEERING DESIGN CONSULTANT SERVICES AGREEMENT**

This is an Agreement entered into this 14<sup>TH</sup> day of NOVEMBER 2016, by and between **BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, hereinafter referred to as COUNTY and **ARCHITECTS RZK, INC.**, a corporation under the laws of the State of Florida, hereinafter referred to as CONSULTANT.

WHEREAS, the County has a need for the services of a consultant to provide architectural/engineering design services under a continuing contract per Florida Statute 287.055;

WHEREAS, the County issued a **REQUEST FOR QUALIFICATIONS #RFQ-3-16-10** for such services and has selected the CONSULTANT to provide said services;

WHEREAS, this is an Agreement for professional services for projects in which the construction costs do not exceed \$2 million, for study activity when the fee for services for each study does not exceed \$200,000, or for work of a specified nature as outlined herein.

For and in consideration of the mutual agreement hereinafter contained, the COUNTY hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide continuing architectural/engineering services as prescribed herein.

### **SECTION I - GENERAL IDENTIFICATION OF SERVICES**

All continuing architectural/engineering services provided by the CONSULTANT for the COUNTY shall be identified in Work Orders. Work Orders 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, project team members assigned to supervise/perform services provided under the Work Order, and any other terms or conditions specific to the Work Order to be performed by the CONSULTANT. A Work Order 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 COUNTY. The written Notice to Proceed and specific Work Order, as approved by the COUNTY, shall together constitute an addendum to this Agreement.

### **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 DESIGN CONSULTANT SERVICES**

Upon receipt of a Notice to Proceed on a Work Order, CONSULTANT agrees to perform continuing architectural/engineering services associated with the requested work in accordance

with the negotiated terms of the applicable Work Order, 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 the CONSULTANT'S plans and specifications were found defective, without any increase in price of the applicable Work Order. This remedy shall be cumulative to all other remedies available under law.

In connection with continuing architectural/engineering 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 for COUNTY review design computations, sketches and other data representative of the work's progress at the percentage stages of completion which may be stipulated in the applicable Work Order. **This shall include a Division 16 Estimate of Probable Construction Cost at each design submittal.** Submit 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 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 CONSULTANT errors 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, as Owner, the CONSULTANT shall submit any of CONSULTANT'S construction documents to any review committee, third party consultant or any county, city, state or federal agency from which a permit or other approval is required, and revise CONSULTANT'S construction documents as may be required by such permitting or approval agencies. 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.

Regarding any resulting construction, the CONSULTANT will review all pre-qualification documents, bids and make recommendations regarding award to the lowest responsible bidder. The CONSULTANT shall review and approve the contractor's Schedule of Values.

Prior to commencement of construction, the CONSULTANT shall attend a pre-

construction conference. Representatives from the Owner, Contractor and CONSULTANT shall attend to discuss policies and procedures to be followed during the construction period, and answer questions regarding design intent, clarification or interpretation of the construction documents.

The CONSULTANT will review and approve or reject, as appropriate, all Contractor Applications for Payment submitted during the construction of work.

The CONSULTANT will review and approve or reject, as appropriate, all contractor submitted as-built drawings, warranties and operation and maintenance manuals for completeness and conformance with the contract requirements and submit to the Owner indicating their approval.

The CONSULTANT will prepare record drawings and specifications showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the contractor to the CONSULTANT, utilizing AutoCad Release 12 or newer software or compatible approved by the Owner. **One (1) set of reproducible record drawings, in electronic format, is to be submitted to the Owner with Certificate of Final Completion.**

The CONSULTANT will prepare and distribute meeting minutes at all design phase meetings and progress meetings, in a format approved by the Owner. In addition to the regular scheduled construction site visits and progress meetings, this Agreement shall include, at no additional cost to the Owner, the Substantial & Final Completion Inspection(s) and the warranty inspection with the appropriate written reports and certifications.

The CONSULTANT shall respond promptly and completely to all Requests For Information or clarifications regarding the drawings and specifications so as not to cause a delay in the construction schedule.

#### **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 Work Order.

#### **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 Work Order:

- 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. To the extent that the CONSULTANT will need to subcontract Mechanical/Electrical/Plumbing Engineering Design Services or Structural Design Services to fulfill a Work Order, the CONSULTANT will be compensated at the hourly rate identified for those services as designated in the Hourly Rate

- Schedule (Attachment "A").
- 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 Work Order.
  - 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 an approved Work Order. Upon receipt of satisfactory back up materials, the CONSULTANT will be compensated for such reimbursable expenses. Such expenses may include:
    - 1. Expenses for document reproduction. These expenses shall be reimbursed on a direct cost basis.
    - 2. Mileage – These expenses shall be reimbursed at the COUNTY's authorized cost 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 Work Order'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.

#### **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 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 authorized reimbursable expenses and must reference the particular Work 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 Work Order revision cause 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 Purchasing Services, of the County Manager's Office and of the Facilities Department 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 other work products developed by the CONSULTANT pursuant to this Agreement shall become the property of the COUNTY. 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. The COUNTY may reuse any plans, specifications or reports provided under this Agreement under the following conditions:

- (a) The COUNTY shall notify the CONSULTANT of such reuse;
- (b) The COUNTY and CONSULTANT shall agree to compensation for such reuse;
- (c) The provisions of Florida Statutes 287.055 (10) are followed; and
- (d) The County shall hold CONSULTANT harmless from any property damage or personal injury which may result from such reuse.

### **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.

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 CONSULTANT or the CONSULTANT'S authorized representative.

Notice under this Agreement shall be given as above to the following authorized representatives:

On behalf of the County:

Brevard County Central Services - Facilities  
Attn: Mary Bowers, Support Services Manager  
2725 Judge Fran Jamieson Way, Building A-207  
Viera, Florida 32940

On behalf of the CONSULTANT

Architects RZK, Inc.  
Attn: Mr. John Zwick, President  
600 Florida Avenue, Suite 201  
Cocoa, Florida 32922

**SECTION XII - AUDIT RIGHTS/PUBLIC RECORDS**

The COUNTY or any of its duly authorized representatives 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.

Both parties understand that Brevard County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes. "Public Records" are defined "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency" Fla. Stat. 119.011(12).

Pursuant to Florida Statute Chapter 119, generally, and 119.0701 specifically, if records created by the COUNTY or the CONSULTANT related to the performance of the services under this Agreement do not fall under a specific exemption under Florida or federal law, the records - whether created or maintained by the CONSULTANT or the COUNTY- must be provided to anyone making a public records request. It will be the CONSULTANT'S duty to identify any information in records created by the CONSULTANT which it deems is exempt under Florida or federal law and identify the statute number which requires the information be held exempt.

A request to inspect or copy public records relating to this Agreement must be made directly to the COUNTY. If the COUNTY does not possess the requested records, the COUNTY shall immediately notify the CONSULTANT of the request, and the CONSULTANT must provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided pursuant to Florida Statute Chapter 119 and Brevard County Board Policy.

Should any person or entity make a public records request of the COUNTY which requires or would require the COUNTY to allow inspection or provide copies of records which the CONSULTANT maintains are exempt under the Public Records Law or otherwise confidential, it shall be the CONSULTANT'S obligation to provide the County within a reasonable time of

notification by the COUNTY to the CONSULTANT of the records request, of the specific exemption or confidentiality provision to allow the County to comply with the requirements of Florida Statute 119.07(1)(e) and (f). Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the CONSULTANT to the County which the CONSULTANT maintains are exempt or confidential from such inspection/production as a public record, the CONSULTANT shall hire and compensate attorney(s) who shall represent the interests of the County as well as the CONSULTANT in defending such action. The CONSULTANT shall also pay any costs to defend such action and shall pay any costs and attorney's fees which may be awarded pursuant to Fla. Stat. 119.12.

Should the CONSULTANT fail to provide the public records to the COUNTY within a reasonable time, the CONSULTANT is subject to penalties under s. 119.10.

The CONSULTANT shall ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONSULTANT does not transfer the records to the COUNTY.

Upon completion of the Agreement, the CONSULTANT shall transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the COUNTY upon completion of the Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT** – Mary Bowers, Brevard County Facilities, 2725 Judge Fran Jamieson Way, Building A-207, Viera, Florida 32940. (321) 633-2050; [mary.bowers@brevardfl.gov](mailto:mary.bowers@brevardfl.gov)

### **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 was employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage,

brokerage or contingent fee, except bona fide employee, 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. Either party may terminate this Agreement for any reason upon thirty (30) days written notice, provided that, in the event CONSULTANT so terminates, any outstanding approved Work Order upon which a Notice to Proceed has been issued is completed by the CONSULTANT.
- B. In the event of termination by the COUNTY, the COUNTY's sole obligation to the CONSULTANT shall be payment for those portions of work satisfactorily completed which were previously authorized by approved Work Order. 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 the firm's name, merges with another company, becomes a subsidiary, substitutes any project team members, 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.
- E. The CONSULTANT shall not be allowed to substitute project team members named in its response, during the course of the contract, without prior written permission of the COUNTY.

#### **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 fees under Schedule "A" or paragraph V.D. 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.

## **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 architectural and engineering 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 architectural and engineering 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 Work 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 and auto 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 per occurrence to cover any and all claims arising in connection with any particular accident or occurrence. In addition, the County shall be added as an "Additional Insured" on the Auto Liability and General Liability policies.

The CONSULTANT shall provide and maintain Workers' Compensation insurance (as required by Florida law) for all employees 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 EXCLUSIVE AGREEMENT**

The parties acknowledge that this Agreement is not an exclusive Agreement and the COUNTY may employ other architects, 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 XXI - 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 XXII - INTEREST OF MEMBERS OF COUNTY 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.

The CONSULTANT 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 the services relating to this Agreement without the written consent from the County.

### **SECTION XXIII - 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 conflict of interest shall be employed by the Consultant.

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This writing, together with Work Orders and signed Authorizations 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 Work Order.

**SECTION XXV – GOVERNING LAW**

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida.

**SECTION XVI – VENUE**

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

**SECTION XVII – ATTORNEYS FEES**

In the event either party sues the other to enforce the terms of this Agreement, or any Work Orders issued hereunder, each party shall bear its own attorney's fees and costs.

**SECTION XVIII – CONSTRUCTION OF AGREEMENT**

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

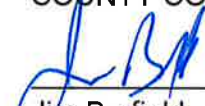
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

ATTEST:

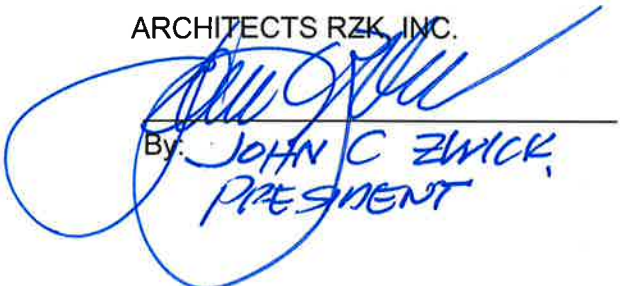
  
\_\_\_\_\_  
Scott Ellis, Clerk



BREVARD COUNTY BOARD OF  
COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Jim Barfield – Chairman  
As Approved By The Board: 2/10/15

ARCHITECTS RZK, INC.

  
\_\_\_\_\_  
By: JOHN C ZWICK,  
PRESIDENT

# ATTACHMENT "A"

RFQ-3-16-10

## CONTINUING ARCHITECTURAL/ENGINEERING DESIGN SERVICES STANDARD HOURLY RATE SCHEDULE

POSITION	HOURLY RATE
Principal	\$137.17
Project Director/Manager	\$111.38
Project Architect	\$102.17
Project Engineer	PER COUNTY CONTINUING M/E/P & STRUCTURAL RATES BELOW
CAD Engineer	PER COUNTY CONTINUING M/E/P & STRUCTURAL RATES BELOW
CAD Drafter/Operator/Technician	\$ 70.53
Admin/Word Processing	\$ 47.00

## M/E/P DESIGN SERVICES STANDARD HOURLY RATE SCHEDULE

POSITION	HOURLY RATE
Project Director/Manager	\$ 112.95
Project Engineer	\$ 101.32
Engineer	\$ 89.05
CAD Designer	\$ 71.14
CAD Drafter	\$ 55.88
Admin/Word Processing	\$ 46.96

## STRUCTURAL ENGINEERING SERVICES STANDARD HOURLY RATE SCHEDULE

POSITION	HOURLY RATE
Principal	\$139.00
Project Director/Manager	\$121.00
Project Engineer	\$114.50
Engineer	\$ 92.00
CAD Designer	\$ 77.00
CAD Drafter/Operator/Technician	\$ 56.00
Admin/Word Processing	\$ 48.50

## **ATTACHMENT "B"**

### **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.