BREVARD County
BOARD OF COUNTY COMMISSIONERS

FLORIDA'S SPACE COAST

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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

September 21, 2016

MEMORANDUM

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

RE: Item II.C.2., Approval of Permission to Issue Annual Supply Bids, Proposals and Request for Qualifications, and/or Negotiate Competitive Agreements (Fiscal Year 2016-2017)

The Board of County Commissioners, in regular session on September 20, 2016, granted permission to perform actions regarding the solicitation of competitive bids, quotes, and/or negotiate competitive agreement and award to lowest, responsive, and most qualified supplier; to solicit competitive proposals and requests for qualifications, establishing selection competitive proposals and requests for qualifications, establishing selection/negotiation committees approved by the County Manager, or his designee; awarded 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, establishing the continuance of the contract favorable prior to extension of the Agreement; and authorized the Chairman to execute any contracts or contract renewals over $100,000 in annual value. Enclosed is the annual bid/quote/proposal list for Fiscal Year 2016-2017.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/ds

Encl. (1)

cc: County Manager
Finance
Budget

ITEM II.C.2., APPROVAL, RE: PERMISSION TO ISSUE ANNUAL SUPPLY BIDS, PROPOSALS AND REQUEST FOR QUALIFICATIONS, AND/OR NEGOGIATE COMPETITIVE AGREEMENTS (FY 2016/2017)

Meeting 9/20/2016 9:00 AM

Vote Results

Robin Fisher	Mover	Yes/Aye
Jim Barfield	Voter	Yes/Aye
Trudie Infantini	Voter	Absent
Curt Smith	Voter	Yes/Aye
Andy Anderson	Seconder	Yes/Aye

September 20, 2016 9:00 AM Adopted

The Board granted permission to perform actions regarding the solicitation of competitive bids, quotes, and/or negotiate competitive agreement and award to lowest, responsive, and most qualified supplier; to solicit competitive proposals and requests for qualifications, establishing selection competitive proposals and requests for qualifications, establishing selection/negotiation committees approved by the County Manager, or his designee; awarded 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, establishing the continuance of the contract favorable prior to extension of the Agreement; and authoried the Chairman to execute any contracts or contract renewals over $100,000 in annual value.

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BOARD OF COUNTY COMMISSIONERS

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Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/ds

Encl. (1)

cc: County Manager
Finance
Budget

ANNUAL BID/QUOTE/PROPOSAL LIST
FY 2016/2017

BIDS	RENEWAL OPTIONS	ESTIMATED ANNUAL EXPENDITURES
AGRICULTURAL EQUIPMENT OEM REPLACEMENT PARTS	1 YR W/ 1 YR OPTION.	$80,000.00
ALARM MONITORING	1 YR W/ 3 -1 YR OPTIONS	$75,000.00
ASPHALTIC CONCRETE	1 YR W/ 3-1 YR OPTIONS	$2,000,000.00
AUTOMOTIVE EQUIPMENT AND BATTERIES	1 YR W/ 1 YR OPTION.	$167,000.00
AUTOMOTIVE PARTS (including Ford & Chevy OEM)	1 YR W/ 1 YR OPTION.	$100,000.00
CARPET CLEANING	1 YR W/3-1 YR OPTIONS	$150,000.00
CEMENT – BULK PORTLAND & BAGS	1 YR W/ 1 YR OPTION.	$95,000.00
CERTIFIED BASE ROCK	1 YR W/ 1 YR OPTION.	$100,000.00
CHEMICALS – AGRICULTURAL & AQUATIC & FERTILIZERS	1 YR W/ 1 YR OPTION.	$630,000.00
CONCRETE CRUSHING - ONSITE	1 YR W/ 1 YR OPTION.	$100,000.00
CONCRETE PIPE	1 YR W/ 1 YR OPTION.	$300,000.00
CONCRETE SIDEWALK, GUTTER & CURB CONST.	1 YR W/ 1 YR OPTION.	$500,000.00
DRAWBRIDGE MAINTENANCE	1 YR W/ 3-1 YR OPTION.	$80,000.00
ELECTRICAL SERVICES	1 YR W/ 1 YR OPTION.	$215,000.00
EMERGENCY WATER & WASTEWATER REPAIRS	1 YR W/1 YR OPTION	$120,000.00
FENCING	1 YR W/ 1 YR OPTION	$150,000.00
FILL DIRT – SELECT COMMON FILL	1 YR W/ 1 YR OPTION.	$1,300,000.00
FIRE ENGINE OUTFITTING EQUIPMENT	1 YR W/1 YR OPTION	$200,000.00
GENERATOR PREVENTATIVE MAINTENANCE AND REPAIR SERVICES	1 YR W/2-1 YR OPTION	$80,000.00
GRASSING SERVICES (SEED, MULCH, SOD)	1 YR W/ 1 YR OPTION.	$250,000.00
HVAC AIR CONDITION SERVICES	1 YR W/ 1 YR OPTION.	$450,000.00
INVASIVE EXOTIC VEGETATION MANAGEMENT	1 YR W/ 1 YR OPTION.	$100,000.00
JANITORIAL SERVICES	1 YR W/ 3-1 YR OPTIONS	$500,000.00
JANITORIAL SUPPLIES	1 YR W/ 1 YR OPTION.	$200,000.00
LABORATORY SERVICES	1 YR W/ 1 YR OPTION.	$200,000.00
LANDFILL GAS REPAIRS	1YR W/ 2 1 YR OPTION	$100,000.00
LAWN/GROUND MAINTENANCE & MGMT	1 YR W/ 1 YR OPTION.	$740,000.00
LICENSE TOWER SPACE		Minimum License Fee - Varies by Location
LIMEROCK	1 YR W/ 1 YR OPTION.	$200,000.00
LUBRICATING OILS	1 YR W/ 1 YR OPTION.	$122,000.00
MAIL/LIBRARY COURIER MANAGEMENT SERVICES	1 YR W/ 4-1 YR OPTIONS	$200,000.00
MANHOLES, INLETS & GRATES (PRE-FABRICATED)	1 YR W/ 1 YR OPTION.	$100,000.00
MED. EXAM. REMOVAL & TRANSPORT OF BODIES	1 YR W /5- 1 YR OPTIONS	$113,000.00
MEDICAL DIRECTOR SERVICES	1 YR W/ 4-1 YR OPTIONS	$70,000.00
MEDICAL SUPPLIES inc. Pharmaceuticals, Controlled Drugs and Gloves	1 YR W/ 1 YR OPTION.	$910,000.00
MIX-IN PLACE ROAD RECYCLING	1 YR W/ 2-1 YR OPTION.	$115,000.00
MULCHING SERVICES	1 YR W/ 2-1 YR OPTION.	$2,500,000.00
OFFICE SUPPLIES	1 YR W/ 1 YR OPTION.	$175,000.00
PAINT SUPPLIES AND/OR SERVICES	1 YR W/ 1 YR OPTION.	$150,000.00
PERSONAL PROTECTION EQUIPMENT	1 YR W/2 (1YR) OPTIONS	$100,000.00
PIPE - CURED IN PLACE	3 YR W/1-YR OPTION	$300,000.00
PLUMBING SERVICES (HOURLY RATES)	1 YR W/2-1 YR OPTION	$100,000.00

ANNUAL BID/QUOTE/PROPOSAL LIST
FY 2016/2017

BIDS	RENEWAL OPTIONS	ESTIMATED ANNUAL EXPENDITURES
POLYMER	1 YR W/ 2 1YR OPTION.	$150,000.00
PUMP AND COMPRESSOR REPAIR	1 YR W/ 1 YR OPTION.	$300,000.00
RADIO MAINTENANCE	5 YRS	$500,000.00
RECYCLING ELECTRONICS	1 YR W/ 2-1 YR OPTION.	$190,000.00
ROAD CONSTRUCTION – MISC. MATERIALS	1 YR W/ 1 YR OPTION.	$250,000.00
ROAD STRIPING	1 YR W/ 2 YR OPTION.	$350,000.00
ROOFING/GUTTER MATERIALS AND SERVICES	1 YR W/ 3-1 YR OPTION.	$300,000.00
SCRAP METAL	2 YR W 1- 2 YR OPTION	REVENUE ($68,394)
SECURITY SERVICES* (VARIOUS DEPTS)	1 YR W/4-1 YR OPTION	$618,000.00
SEPTAGE TREATMENT & DISPOSAL	1 YR W/ 3-1 YR OPTIONS	$200,000.00
TEMPORARY SERVICES	1 YR W/ 1 YR OPTION.	$225,000.00
TIRE REMOVAL AND DISPOSAL (SHREDDING)	1 YR W/ 1 YR OPTION.	$125,000.00
TRAFFIC SIGN MATERIALS	1 YR W 1YR OPTION	$100,000.00
TRAFFIC SIGNAL/STREET LIGHTING MAINT & CONST.	3 YR W/ 2-1 YR OPTION.	$300,000.00
TREATMENT AND DISPOSAL OF DE-WATERED BIOSOLIDS	1 YR W/ 2-1 YR OPTION.	$230,000.00
TREE REMOVALS	1 YR W/ 1 YR OPTION.	$100,000.00
TRUCKING SERVICES (MATERIAL PER YD/PER MILE)	1 YR W/ 1 YR OPTION.	$110,000.00
UNIFORM PURCHASE	1 YR W/ 1 YR OPTION.	$100,000.00
WATER RESOURCES CHEMICALS	1 YR W/1 YR OPTION	$100,000.00
PROPOSALS	RENEWAL OPTIONS	ESTIMATED ANNUAL EXPENDITURES
ADVERTISING SERVICES	2 YR W/ 3-1 YR OPTIONS	$250,000.00
AUCTIONEER SERVICES	2 YR W/ 1 YR OPTION	% OF SALES
BILLING & MAILING SERVICE (EMS & Utilities)	3YR W/3-1YR OPTION	$750,000.00
BUS MAINTENANCE FOR SCAT	3 YR W/two (2) 1 YR. OPTIONS	$3,760,000.00
COPY MACHINE RENTAL	5 YR W/1 YR OPTION	$400,000.00
DEBT COLLECTION	3 YEARS	% OF COLLECTED
DISASTER DEBRIS MANAGEMENT	5 YEARS	VARIED
DISASTER DEBRIS REMOVAL	5 YEARS	VARIES (As Needed)
HVAC FOR MAINTENANCE	5 YR W/ 2-1 YR OPTIONS	$1,500,000.00
INSURANCE SERVICES*	VARIED	VARIED
LEASE OF GOLF COURSES	10 YR W/ 2-5 YR OPTIONS	REVENUE ($100,000)
INVASIVE EXOTIC VEGETATION MANAGEMENT	1 YR 1/1 YR OPTION	$100,000.00
MARKETING SERVICES FOR SCAT	3 YR W/ 1 2 YR OPTIONS	$400,000.00
PHYSICAL EXAMINATIONS	2 YR W/ 3-1 YR OPTIONS	$100,000.00
PLANS EXAMINER SERVICES	1 YR W/ 1 YR OPTION	$100,000.00
DIGITIAL / PUBLIC & MEDIA (TRAVEL) RELATIONS FOR TDO	2 YR W/3-1 YR OPTIONS	$210,000.00
PUBLIC SAFETY RADIO SYSTEM CONNECTIVITY NETWORK	3 YR W/3-3YR OPTIONS	$372,000.00
SAP SUPPORT SERVICES	1 YR W/2-1 YR OPTIONS	$198,000.00
SEASONAL RECREATION WORKERS	3 YR W/2-1 YR OPTIONS	$1,290,000.00
STRUCTURED CABLING	2 YR W/3-1 YR OPTIONS	$100,000.00
TISSUE & EYE REMOVAL SERVICES	3 YR W/2-1 YR OPTIONS	REVENUE ($17,710)

ANNUAL BID/QUOTE/PROPOSAL LIST
FY 2016/2017

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

BOARD OF COUNTY COMMISSIONERS

Public Works Department
2725 Judge Fran Jamieson Way
Building A, Room 201
Viera, Florida 32940

March 6, 2019

Tammy Rowe
Clerk to the Board
Brevard County Clerk of Courts
400 South Street
Titusville, FL 32781

RE: Contract Renewal – Please have Clerk Attest Chair's Signature

As indicated in the Clerk's Memorandum dated September 21, 2016, the Board authorized the Chair to execute contract renewals over $100,000 in annual value. As such, please find enclosed Written Notification of Contract Renewals for the Professional Services Agreements - Geotechnical Continuing Consultants for action by Scott Ellis, Clerk. The contract renewals have been signed by Kristine Isnardi, Chair. The Clerk to the Board may keep one fully executed contract renewal from each firm (Ardaman, Terracon, and Universal) for your official records.

Since Public Works staff will not be present at the Zoning Meeting on 3/7/2019, please keep one original of each contract renewal to be picked up by Mr. Dan Jones, Land Acquisition Supervisor on Friday 3/8/2019 on behalf of Public Works. Please contact Jeanette Scott via email jeantte.scott@brevardfl.gov if I may be of further assistance.

Thank you,
Jeanette Scott
Contracts Administrator

Encl. 9/21/2016 Clerk's Memorandum
Contract Renewal – Ardaman (2)
Contract Renewal – Terracon (2)
Contract Renewal – Universal (2)

BOARD OF COUNTY COMMISSIONERS

Public Works Department
2725 Judge Fran Jamieson Way
Building A, Room 201
Viera, Florida 32940
321-617-7202

Written Notification of Contract Renewal

Whereas, Ardaman & Associates, Inc., and Brevard County, Florida, a political subdivision of the State of Florida, entered into agreement, Contract No. 3537, effective March 2, 2017 for Professional Services Agreement - Geotechnical Engineering and Testing Services and;

Whereas, the original term of this contract was for an initial one year period with provision for one year renewals up to three years beyond the initial one year period and;

Whereas, this is the third and final renewal of the contract and;

Now, therefore, notice is hereby given this _____ day of _____, 2020, as follows:

1. The contract previously entered into agreement by and between Ardaman & Associates, Inc., and Brevard County, Florida shall be renewed pursuant to the notification provisions set forth therein for an additional period of one year until March 2, 2021.

2. All other terms and conditions of Contract No. 3537 shall remain in full force and effect.

In witness whereof, the parties hereto have hereunto set their hands and seals on the date written below.

Attest:

Scott Ellis, Clerk

Board of County Commissioners of Brevard County, Florida

Bryan Andrew Lober

Bryan Lober, Chair
Date: FEB. 29, 2020
As approved by the Board on September 20, 2016

Ardaman & Associates, Inc.

Jason P. Manning, Vice President

STATE OF FLORIDA

COUNTY OF BREVARD

I HEREBY CERTIFY that before me, an officer duly authorized to take acknowledgments, personally appeared Jason P. Manning to me known to be the Vice President of Ardaman & Associates, Inc., or provided ~ as identification and who did (did not) take an oath, acknowledged before me that they executed the within instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 20 day of February 2020.

Signature

Doerthe Koenig

Notary Name (typed or printed)

(Notary Stamp)

Notary Public State of Florida
Doerthe Koenig
My Commission GG 150836
Expires 10/11/2021

BOARD OF COUNTY COMMISSIONERS

Public Works Department
2725 Judge Fran Jamieson Way
Building A, Room 201
Viera, Florida 32940
321-617-7202

Written Notification of Contract Renewal

Whereas, Terracon Consultants, Inc., and Brevard County, Florida, a political subdivision of the State of Florida, entered into agreement, Contract No. 3539, effective March 2, 2017 for Professional Services Agreement - Geotechnical Engineering and Testing Services and;

Whereas, the original term of this contract was for an initial one year period with provision for one year renewals up to three years beyond the initial one year period and;

Whereas, this is the third and final renewal of the contract and;

Now, therefore, notice is hereby given this _____ day of _____, 2020, as follows:

1. The contract previously entered into agreement by and between Terracon Consultants, Inc., and Brevard County, Florida shall be renewed pursuant to the notification provisions set forth therein for an additional period of one year until March 2, 2021.

2. All other terms and conditions of Contract No. 3539 shall remain in full force and effect.

In witness whereof, the parties hereto have hereunto set their hands and seals on the date written below.

Attest:

Scott Ellis, Clerk

Board of County Commissioners of Brevard County, Florida

Bryan Andrew Lober

Bryan Lober, Chair
Date: FEB. 29, 2020
As approved by the Board on September 20, 2016

Terracon Consultants, Inc.

Richard G. Acree, Vice President

STATE OF FLORIDA

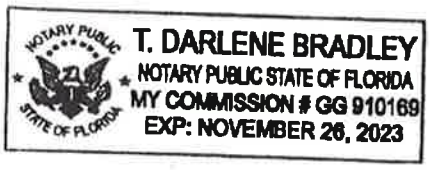
COUNTY OF Orange

I HEREBY CERTIFY that before me, an officer duly authorized to take acknowledgments, personally appeared Richard G. Acree to me known to be the Vice President of Terracon Consultants, Inc., or provided _____ as identification and who did (did not) take an oath, acknowledged before me that they executed the within instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 19 day of Feb., 2020.

T Darlene Bradley
Signature

T. Darlene Bradley
Notary Name (typed or printed)



(Notary Stamp)

BOARD OF COUNTY COMMISSIONERS

Public Works Department
2725 Judge Fran Jamieson Way
Building A, Room 201
Viera, Florida 32940

Written Notification of Contract Renewal

Whereas, Terracon Consultants, Inc., and the Board of County Commissioners of Brevard County, Florida entered into agreement, Contract No. 3539, effective March 2, 2017 for Professional Services Agreement - Geotechnical Engineering and Testing Services and;

Whereas, the original term of this contract was for an initial one year period with provision for one year renewals up to three years beyond the initial one year period and;

Whereas, this is the second renewal of the contract and;

Now, therefore, notice is hereby given this 1st day of March, 2019, as follows:

1. The contract previously entered into agreement by and between Terracon Consultants, Inc., and the Board of County Commissioners of Brevard County, Florida shall be renewed pursuant to the notification provisions set forth therein for an additional period of one year until March 2, 2020.

2. Terracon Consultants, Inc. expressly agrees that renewal shall incorporate the additional requirements of Board Policy 25. In accordance with Board Policy 25 all vendors that conduct business with Brevard County are required to be registered with and utilize the U.S. Department of Homeland Security's E-Verify System in accordance with the terms governing use of the system. Confirmation of E-Verify participation is certified by Terracon Consultants, Inc. on the attached *Confirmation of E-Verify Participation Form* and the Memorandum of Understanding.

3. All other terms and conditions of Contract No. 3539 shall remain in full force and effect.

Attest:

Scott Ellis, Clerk

Board of County Commissioners of Brevard County, Florida

Kristine Isnardi, Chair
As approved by the Board on September 20, 2016

Terracon Consultants, Inc.

Office Manager/Principal
(Name/Title)

Phone (321) 617-7202 • Fax (321) 617-7208
Website: www.brevardfl.gov

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

CONFIRMATION OF E-VERIFY PARTICIPATION FORM

In accordance with BCC Policy 25 all vendors that conduct business with Brevard County are required to be registered with and utilize the U.S. Department of Homeland Security's E-Verify System in accordance with the terms governing use of the system.

1. The County shall not enter into, or renew, a contract for goods or services with a Vendor/contractor that is not enrolled into E-Verify. Any Vendor/contractor providing goods or services to the County shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the term of the contract.
2. Vendors/contractors shall provide acceptable evidence of their enrollment at the time of the submission of the vendor's/contractor's bid/quote/proposal. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business and/or a signed copy of this affidavit.
3. All vendors/contractors must meet this requirement unless:
    a. The contract is solely for goods-based procurement where no services are provided; or
    b. Where the requirement is waived by the Board of County Commissioners.
4. A vendor/contractor who registers with and participates in the E-Verify program may not be barred or penalized under BCC Policy 25(3)(V) if, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment.
5. Vendors/contractors shall expressly require any contractor or subcontractor performing work or providing services pursuant to the County contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
6. Nothing in BCC Policy 25(3)(V) may be construed to allow intentional discrimination of any class protected by law.

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the BCC-25. This form is in conjunction with Brevard County's General Conditions, Unauthorized Alien Workers.

Terracon Consultants, Inc.
Business Name

Contract #3539- Geotechnical Testing
Bid Number and Name

Authorized Representative's Signature

2-11-19
Date

Matthew B. Sloan, PE
Name

Office Manager - Prinicipal
Position

E-Verify

Company ID Number: 39082

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Terracon Consultants, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

E-Verify

Company ID Number: 39082

Approved by:

Employer Terracon Consultants, Inc.	
Name (Please Type or Print)	Title
Signature Electronically Signed	Date
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/23/2007

E-Verify

Company ID Number: 39082

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Terracon Consultants, Inc.
Company Facility Address	10841 S. Ridgeview Rd. Olathe, KS 66061
Company Alternate Address	
County or Parish	JOHNSON
Employer Identification Number	421249917
North American Industry Classification Systems Code	5413
Parent Company	Terracon Consultants, Inc.
Number of Employees	2,500 to 4,999
Number of Sites Verified for	5

Company ID Number: 39082

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

KANSAS	5 site(s)

Company ID Number: 39082

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Karen M Butts
Phone Number	(913) 577 - 0350
Fax Number	(913) 307 - 1913
Email Address	karen.butts@terracon.com

Name	Stephanie P Price
Phone Number	(913) 577 - 0386
Fax Number	(913) 599 - 4732
Email Address	stephanie.price@terracon.com

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BOARD OF COUNTY COMMISSIONERS

Public Works Department
2725 Judge Fran Jamieson Way
Building A, Room 201
Viera, Florida 32940

Written Notification of Contract Renewal

Whereas, Ardaman & Associates, Inc., and the Board of County Commissioners of Brevard County, Florida entered into agreement, Contract No. 3537, effective March 2, 2017 for Professional Services Agreement - Geotechnical Engineering and Testing Services and;

Whereas, the original term of this contract was for an initial one year period with provision for one year renewals up to three years beyond the initial one year period and;

Whereas, this is the second renewal of the contract and;

Now, therefore, notice is hereby given this 1st day of March, 2019, as follows:

1. The contract previously entered into agreement by and between Ardaman & Associates, Inc., and the Board of County Commissioners of Brevard County, Florida shall be renewed pursuant to the notification provisions set forth therein for an additional period of one year until March 2, 2020.

2. Ardaman & Associates, Inc. expressly agrees that renewal shall incorporate the additional requirements of Board Policy 25. In accordance with Board Policy 25 all vendors that conduct business with Brevard County are required to be registered with and utilize the U.S. Department of Homeland Security's E-Verify System in accordance with the terms governing use of the system. Confirmation of E-Verify participation is certified by Ardaman & Associates, Inc. on the attached *Confirmation of E-Verify Participation Form* and the Memorandum of Understanding.

3. All other terms and conditions of Contract No. 3537 shall remain in full force and effect.

Attest:

Scott Ellis, Clerk

Board of County Commissioners of Brevard County, Florida

Kristine Isnardi, Chair
As approved by the Board on September 20, 2016

Ardaman & Associates, Inc.

Ernest A. Cox, III / Sr. V.P.

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

CONFIRMATION OF E-VERIFY PARTICIPATION FORM

In accordance with BCC Policy 25 all vendors that conduct business with Brevard County are required to be registered with and utilize the U.S. Department of Homeland Security's E-Verify System in accordance with the terms governing use of the system.

1. The County shall not enter into, or renew, a contract for goods or services with a Vendor/contractor that is not enrolled into E-Verify. Any Vendor/contractor providing goods or services to the County shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the term of the contract.
2. Vendors/contractors shall provide acceptable evidence of their enrollment at the time of the submission of the vendor's/contractor's bid/quote/proposal. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business and/or a signed copy of this affidavit.
3. All vendors/contractors must meet this requirement unless:
    a. The contract is solely for goods-based procurement where no services are provided; or
    b. Where the requirement is waived by the Board of County Commissioners.
4. A vendor/contractor who registers with and participates in the E-Verify program may not be barred or penalized under BCC Policy 25(3)(V) if, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment.
5. Vendors/contractors shall expressly require any contractor or subcontractor performing work or providing services pursuant to the County contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
6. Nothing in BCC Policy 25(3)(V) may be construed to allow intentional discrimination of any class protected by law.

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the BCC-25. This form is in conjunction with Brevard County's General Conditions, Unauthorized Alien Workers.

Ardaman & Associates, Inc.	RFQ31609 Geotechnical Engineering and Testing Services
Business Name	Bid Number and Name
Authorized Representative's Signature	2/4/19
	Date
Jason P. Manning	Vice President
Name	Position

E-Verify

Company ID Number: 371216

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Ardaman & Associates, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 371216

Approved by:

Employer Ardaman & Associates, Inc.	
Name (Please Type or Print) Ernest A Cox III	Title
Signature Electronically Signed	Date 11/10/2010
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 11/10/2010

E-Verify

Company ID Number: 371216

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Ardaman & Associates, Inc.
Company Facility Address	8008 S. Orange Ave. Orlando, FL 32809
Company Alternate Address	8008 S. Orange Ave. Orlando, FL 34711
County or Parish	ORANGE
Employer Identification Number	592984496
North American Industry Classification Systems Code	541
Parent Company	Tetra Tech, Inc.
Number of Employees	100 to 499
Number of Sites Verified for	16

E-Verify

Company ID Number: 371216

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA	11 site(s)
LOUISIANA	5 site(s)

Company ID Number: 371216

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Donna J Reubelt
Phone Number	(407) 855 - 3860 ext. 2209
Fax Number	(407) 541 - 0599
Email Address	dreubelt@ardaman.com

Name	Stella Sharp
Phone Number	(407) 855 - 3860
Fax Number	(407) 541 - 0599
Email Address	ssharp@ardaman.com

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BOARD OF COUNTY COMMISSIONERS

Public Works Department
2725 Judge Fran Jamieson Way
Building A, Room 201
Viera, Florida 32940

Written Notification of Contract Renewal

Whereas, Universal Engineering Sciences, Inc., and the Board of County Commissioners of Brevard County, Florida entered into agreement, Contract No. 3538, effective March 2, 2017 for Professional Services Agreement - Geotechnical Engineering and Testing Services and;

Whereas, the original term of this contract was for an initial one year period with provision for one year renewals up to three years beyond the initial one year period and;

Whereas, this is the second renewal of the contract and;

Now, therefore, notice is hereby given this 1st day of March 2019, as follows:

1. The contract previously entered into agreement by and between Universal Engineering Sciences, Inc., and the Board of County Commissioners of Brevard County, Florida shall be renewed pursuant to the notification provisions set forth therein for an additional period of one year until March 2, 2020.

2. Universal Engineering Sciences, Inc. expressly agrees that renewal shall incorporate the additional requirements of Board Policy 25. In accordance with Board Policy 25 all vendors that conduct business with Brevard County are required to be registered with and utilize the U.S. Department of Homeland Security's E-Verify System in accordance with the terms governing use of the system. Confirmation of E-Verify participation is certified by Universal Engineering Sciences, Inc. on the attached *Confirmation of E-Verify Participation Form* and the Memorandum of Understanding.

3. All other terms and conditions of Contract No. 3538 shall remain in full force and effect.

Attest:

Scott Ellis, Clerk

Board of County Commissioners of Brevard County, Florida

Kristine Isnardi, Chair
As approved by the Board on September 20, 2016

Universal Engineering Sciences, Inc.

(Name/Title) Mark C. Israel, president

Phone (321) 617-7202 • Fax (321) 617-7208
Website: www.brevardfl.gov

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

CONFIRMATION OF E-VERIFY PARTICIPATION FORM

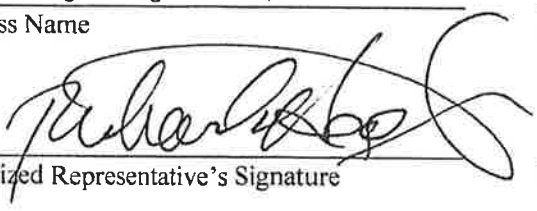
In accordance with BCC Policy 25 all vendors that conduct business with Brevard County are required to be registered with and utilize the U.S. Department of Homeland Security's E-Verify System in accordance with the terms governing use of the system.

1. The County shall not enter into, or renew, a contract for goods or services with a Vendor/contractor that is not enrolled into E-Verify. Any Vendor/contractor providing goods or services to the County shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the term of the contract.
2. Vendors/contractors shall provide acceptable evidence of their enrollment at the time of the submission of the vendor's/contractor's bid/quote/proposal. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business and/or a signed copy of this affidavit.
3. All vendors/contractors must meet this requirement unless:
    a. The contract is solely for goods-based procurement where no services are provided; or
    b. Where the requirement is waived by the Board of County Commissioners.
4. A vendor/contractor who registers with and participates in the E-Verify program may not be barred or penalized under BCC Policy 25(3)(V) if, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment.
5. Vendors/contractors shall expressly require any contractor or subcontractor performing work or providing services pursuant to the County contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
6. Nothing in BCC Policy 25(3)(V) may be construed to allow intentional discrimination of any class protected by law.

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the BCC-25. This form is in conjunction with Brevard County's General Conditions, Unauthorized Alien Workers.

Universal Engineering Sciences, Inc.
Business Name

RFQ31609 Geotechnical Engineering and Testing Services
Bid Number and Name



Authorized Representative's Signature

February 5, 2019
Date

Richard Hoaglin
Name

Regional Manager
Position

E-Verify

Company ID Number: 47965

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Universal Engineering Sciences, Inc (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

E-Verify

Company ID Number: 47965

Approved by:

Employer Universal Engineering Sciences, Inc	
Name (Please Type or Print) Jeffrey A Mayer	Title
Signature Electronically Signed	Date 07/23/2007
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/23/2007

Company ID Number: 47965

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Universal Engineering Sciences, Inc
Company Facility Address	3532 Maggie Blvd. Orlando, FL 32811
Company Alternate Address	
County or Parish	ORANGE
Employer Identification Number	591117804
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	500 to 999
Number of Sites Verified for	17

Company ID Number: 47965

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA	16 site(s)
GEORGIA	1 site(s)

Company ID Number: 47965

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Jeffrey A Mayer
Phone Number	(407) 423 - 0504 ext. 3028
Fax Number	(407) 581 - 8170
Email Address	jmayer@uesorl.com

Name	Shellie Jones
Phone Number	(407) 423 - 0504 ext. 3093
Fax Number	(407) 581 - 8170
Email Address	sjones@universalengineering.com

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11.C.2

Brevard COUNTY

BOARD OF COUNTY COMMISSIONERS

Public Works Department
2725 Judge Fran Jamieson Way
Building A, Room 201
Viera, Florida 32940

Contract Renewal

Whereas, Florida Striping, Inc. and Brevard County, Florida entered into agreement, Contract No. 3714, effective November 2, 2017 with a term of one year with the option to renew for up two additional one-year periods; and

Whereas, Contract No. 3714 was renewed on November 2, 2018 with E-Verify participation certified by Florida Striping, Inc. for a one-year period until November 2, 2019; and

Whereas, renewal on Contract No. 3714 is subject to negotiation of pricing, terms, and conditions; and

Whereas, Florida Striping, Inc. requested an increase in unit pricing, herein incorporated by this reference as Attachment A; and

Whereas, Brevard County reviewed this request and accepts the unit pricing which will be effective October 1, 2019 through the renewal one-year period until November 2, 2020;

Now therefore, in consideration of the premises and mutual covenants contained, the parties hereby agree, as follows:

1. Compensation for Base Work shall be in accordance with the revised Exhibit A: Schedule of Unit Prices which reflects the agreed upon increase in unit pricing to be effective October 1, 2019 through November 2, 2020.

2. Compensation for Disaster-Related Work shall be in accordance with the revised Exhibit B: Schedule of Emergency Relief Program Pricing which reflects the agreed upon increase in unit pricing to be effective October 1, 2019 through November 2, 2020.

3. Contract No. 3714 shall be renewed for an additional one-year period until November 2, 2020.

4. All other terms and conditions of Contract No. 3714 shall remain in full force and effect.

In witness whereof, the parties hereto have set their hands and seals on the day and year written below.

Attest:

Board of County Commissioners
of Brevard County, Florida

Scott Ellis, Clerk

Kristine Isnardi, Chair

10/29/19
Date

As approved by the Board on September 20, 2016

Florida Striping, Inc.

9-27-19
Todd Harrison, President Date

STATE OF FLORIDA §

COUNTY OF BREVARD §

I hereby certify that before me, an officer duly authorized to take acknowledgments, personally appeared Todd Harrison to me known to be the President of Florida Striping Inc. or provided _____ as identification and who did (did not) take an oath, acknowledged before me that they executed the within instrument freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal in the State and County last aforesaid this 27 day of September 2019.

Janie Clere
Signature

Janie Clere
Notary Name (typed or printed)

JANIE CLERE
State of Florida-Notary Public
Commission # GG 175043
My Commission Expires
January 15, 2022

Revised Exhibit A: Schedule of Unit Prices
Bid No. B-4-17-86/Road Striping - Thermoplastic and Reflective Pavement Marking

DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
Retro-reflective pavement marker, Class B	EA	5000	$ 3.00	$ 15,000.00
Retro-reflective pavement marker removal	EA	100	$ 2.00	$ 200.00
Thermoplastic (new) (white) (solid) (4")	LF	105600	$ 0.01	$ 1,056.00
Thermoplastic (new) (white) (solid) (6")	LF	264000	$ 0.72	$ 190,080.00
Thermoplastic (new) (white) (solid) (8")	LF	1600	$ 0.01	$ 16.00
Thermoplastic (new) (white) (solid) (12")	LF	5000	$ 2.48	$ 12,400.00
Thermoplastic (new) (white) (solid) (18")	LF	2000	$ 0.11	$ 220.00
Thermoplastic (new) (white) (solid) (24")	LF	5000	$ 4.68	$ 23,400.00
Thermoplastic (new) (white) (skip) (4")	LF	105600	$ 0.01	$ 1,056.00
Thermoplastic (new) (white) (skip) (6")	LF	264000	$ 0.72	$ 190,080.00
Thermoplastic (new) (white) (skip) (8")	LF	500	$ 0.01	$ 5.00
Thermoplastic (new) (white) (dot guide) (4")	LF	500	$ 0.01	$ 5.00
Thermoplastic (new) (white) (dot guide) (6")	LF	500	$ 0.01	$ 5.00
Thermoplastic (new) (white) (message)	EA	50	$ 110.00	$ 5,500.00
Thermoplastic (new) (white) (single arrows)	EA	100	$ 66.00	$ 6,600.00
Thermoplastic (new) (white) (combo arrow)	EA	100	$ 110.00	$ 11,000.00
Thermoplastic (new) (white) (yield lines)	LF	100	$ 1.10	$ 110.00
Thermoplastic (new) (yellow) (solid) (4")	LF	105600	$ 0.01	$ 1,056.00
Thermoplastic (new) (yellow) (solid) (6")	LF	264000	$ 0.72	$ 190,080.00
Thermoplastic (new) (yellow) (solid) (8")	LF	500	$ 0.01	$ 5.00
Thermoplastic (new) (yellow) (solid) (12")	LF	1000	$ 0.01	$ 10.00
Thermoplastic (new) (yellow) (solid) (18")	LF	2000	$ 3.30	$ 6,600.00
Thermoplastic (new) (yellow) (solid) (24")	LF	500	$ 0.01	$ 5.00
Thermoplastic (new) (yellow) (skip) (4")	LF	105600	$ 0.01	$ 1,056.00
Thermoplastic (new) (yellow) (skip) (6")	LF	264000	$ 0.72	$ 190,080.00

Revised Exhibit A: Schedule of Unit Prices
Bid No. B-4-17-86/Road Striping - Thermoplastic and Reflective Pavement Marking

DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
Thermoplastic (new) (yellow) (skip) (8")	LF	500	$ 0.01	$ 5.00
Thermoplastic (new) (yellow) (dot guide) (4")	LF	500	$ 0.01	$ 5.00
Thermoplastic (new) (yellow) (dot guide) (6")	LF	500	$ 0.01	$ 5.00
Thermoplastic(new)(blue) Handicap Stall with walkway	EA	1	$ 440.00	$ 440.00
Thermoplastic (new) (blue) Handicap Stall without walkway	EA	1	$ 440.00	$ 440.00
Thermoplastic (refurbish) (white) (solid) (4")	LF	105600	$ 0.01	$ 1,056.00
Thermoplastic (refurbish) (white) (solid) (6")	LF	264000	$ 0.55	$ 145,200.00
Thermoplastic (refurbish) (white) (solid) (8")	LF	1600	$ 0.01	$ 16.00
Thermoplastic (refurbish) (white) (solid) (12")	LF	5000	$ 2.48	$ 12,400.00
Thermoplastic (refurbish) (white) (solid) (18")	LF	2000	$ 0.11	$ 220.00
Thermoplastic (refurbish) (white) (solid) (24")	LF	5000	$ 4.68	$ 23,400.00
Thermoplastic (refurbish) (white) (skip) (4")	LF	105600	$ 0.01	$ 1,056.00
Thermoplastic (refurbish) (white) (skip) (6")	LF	264000	$ 0.55	$ 145,200.00
Thermoplastic (refurbish) (white) (skip) (8")	LF	500	$ 0.01	$ 5.00
Thermoplastic (refurbish) (white) (dot guide) (4")	LF	500	$ 0.01	$ 5.00
Thermoplastic (refurbish) (white) (dot guide) (6")	LF	500	$ 0.01	$ 5.00
Thermoplastic (refurbish) (white) (message)	EA	50	$ 110.00	$ 5,500.00
Thermoplastic (refurbish) (white) (single arrows)	EA	100	$ 66.00	$ 6,600.00
Thermoplastic (refurbish) (white) (combo arrow)	EA	100	$ 110.00	$ 11,000.00
Thermoplastic (refurbish) (white) (yield lines)	EA	100	$ 1.10	$ 110.00
Thermoplastic (refurbish) (yellow) (solid) (4")	LF	105600	$ 0.01	$ 1,056.00
Thermoplastic (refurbish) (yellow) (solid) (6")	LF	264000	$ 0.55	$ 145,200.00
Thermoplastic (refurbish) (yellow) (solid) (8")	LF	500	$ 0.01	$ 5.00
Thermoplastic (refurbish) (yellow) (solid) (12")	LF	1000	$ 0.01	$ 10.00
Thermoplastic (refurbish) (yellow) (solid) (18")	LF	2000	$ 3.30	$ 6,600.00

Revised Exhibit A: Schedule of Unit Prices
Bid No. B-4-17-86/Road Striping - Thermoplastic and Reflective Pavement Marking

DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
Thermoplastic (refurbish) (yellow) (solid) (24")	LF	500	$ 0.01	$ 5.00
Thermoplastic (refurbish) (yellow) (skip) (4")	LF	105600	$ 0.01	$ 1,056.00
Thermoplastic (refurbish) (yellow) (skip) (6")	LF	264000	$ 0.55	$ 145,200.00
Thermoplastic (refurbish) (yellow) (skip) (8")	LF	500	$ 0.01	$ 5.00
Thermoplastic (refurbish) (yellow) (dot guide) (4")	LF	500	$ 0.01	$ 5.00
Thermoplastic (refurbish) (yellow) (dot guide) (6")	LF	500	$ 0.01	$ 5.00
Thermoplastic (refurbish) (blue) Handicap Stall with walkway	EA	1	$ 440.00	$ 440.00
Thermoplastic (refurbish) (blue) Handicap Stall without walkway	EA	1	$ 440.00	$ 440.00
Pavement Marking Removal by Grinding	SF	500	$ 2.00	$ 1,000.00
Pavement Marking Removal by Waterblasting	SF	500	$ 10.00	$ 5,000.00

Revised Exhibit B: Schedule of Emergency Relief Program Pricing
Bid No. B-4-17-86/Road Striping - Thermoplastic and Reflective Paint Marking

DESCRIPTION	UNIT	UNIT PRICE
Retro-reflective pavement marker, Class B	EA	$ 3.00
Thermoplastic (new) (white) (solid) (4")	LF	$ 0.01
Thermoplastic (new) (white) (solid) (6")	LF	$ 0.72
Thermoplastic (new) (white) (solid) (8")	LF	$ 0.01
Thermoplastic (new) (white) (solid) (12")	LF	$ 2.48
Thermoplastic (new) (white) (solid) (18")	LF	$ 0.11
Thermoplastic (new) (white) (solid) (24")	LF	$ 4.68
Thermoplastic (new) (white) (skip) (4")	LF	$ 0.01
Thermoplastic (new) (white) (skip) (6")	LF	$ 0.72
Thermoplastic (new) (white) (skip) (8")	LF	$ 0.01
Thermoplastic (new) (white) (dot guide) (4")	LF	$ 0.01
Thermoplastic (new) (white) (dot guide) (6")	LF	$ 0.01
Thermoplastic (new) (white) (message)	EA	$ 110.00
Thermoplastic (new) (white) (arrows)	EA	$ 66.00
Thermoplastic (new) (white) (combo arrows)	EA	$ 110.00
Thermoplastic (new) (white) (yield lines)	LF	$ 1.10
Thermoplastic (new) (yellow) (solid) (4")	LF	$ 0.01
Thermoplastic (new) (yellow) (solid) (6")	LF	$ 0.72
Thermoplastic (new) (yellow) (solid) (8")	LF	$ 0.01
Thermoplastic (new) (yellow) (solid) (12")	LF	$ 0.01
Thermoplastic (new) (yellow) (solid) (18")	LF	$ 3.30
Thermoplastic (new) (yellow) (solid) (24")	LF	$ 0.01
Thermoplastic (new) (yellow) (skip) (4")	LF	$ 0.01
Thermoplastic (new) (yellow) (skip) (6")	LF	$ 0.72
Thermoplastic (new) (yellow) (skip) (8")	LF	$ 0.01
Thermoplastic (new) (yellow) (dot guide) (4")	LF	$ 0.01
Thermoplastic (new) (yellow) (dot guide) (6")	LF	$ 0.01
Thermoplastic (refurbish) (white) (solid) (4")	LF	$ 0.01
Thermoplastic (refurbish) (white) (solid) (6")	LF	$ 0.55
Thermoplastic (refurbish) (white) (solid) (8")	LF	$ 0.01
Thermoplastic (refurbish) (white) (solid) (12")	LF	$ 2.48
Thermoplastic (refurbish) (white) (solid) (18")	LF	$ 0.11
Thermoplastic (refurbish) (white) (solid) (24")	LF	$ 4.68
Thermoplastic (refurbish) (white) (skip) (4")	LF	$ 0.01
Thermoplastic (refurbish) (white) (skip) (6")	LF	$ 0.55

Revised Exhibit B: Schedule of Emergency Relief Program Pricing
Bid No. B-4-17-86/Road Striping - Thermoplastic and Reflective Paint Marking

DESCRIPTION	UNIT	UNIT PRICE
Thermoplastic (refurbish) (white) (skip) (8")	LF	$ 0.01
Thermoplastic (refurbish) (white) (dot guide) (4")	LF	$ 0.01
Thermoplastic (refurbish) (white) (dot guide) (6")	LF	$ 0.01
Thermoplastic (refurbish) (white) (message)	EA	$ 110.00
Thermoplastic (refurbish) (white) (single arrows)	EA	$ 66.00
Thermoplastic (refurbish (white) (combo arrow)	EA	$ 110.00
Thermoplastic (refurbish) (white) (yield lines)	EA	$ 1.10
Thermoplastic (refurbish) (yellow) (solid) (4")	LF	$ 0.01
Thermoplastic (refurbish) (yellow) (solid) (6")	LF	$ 0.55
Thermoplastic (refurbish) (yellow) (solid) (8")	LF	$ 0.01
Thermoplastic (refurbish) (yellow) (solid) (12")	LF	$ 0.01
Thermoplastic (refurbish) (yellow) (solid) (18")	LF	$ 3.30
Thermoplastic (refurbish) (yellow) (solid) (24")	LF	$ 0.01
Thermoplastic (refurbish) (yellow) (skip) (4")	LF	$ 0.01
Thermoplastic (refurbish) (yellow) (skip) (6")	LF	$ 0.55
Thermoplastic (refurbish) (yellow) (skip) (8")	LF	$ 0.01
Thermoplastic (refurbish) (yellow) (dot guide) (4")	LF	$ 0.01
Thermoplastic (refurbish) (yellow) (dot guide) (6")	LF	$ 0.01

Attachment A

FLORIDA STRIPING INC.

POST OFFICE BOX 1530 Silver Springs FL 34489
PHONE: (321) 794-5672 Email: floridastriping@aol.com

July 25, 2019

Steve,

Per our conversation on July 24, 2019, we have received a substantial increase in thermoplastic material cost. We would like to ask Brevard County to amend our contract to compensate us for the increase in material costs. Our thermoplastic contract with Brevard County not only has thermoplastic application prices but also has removal pricing, RPM pricing, etc. The only increase we are asking for would be for thermoplastic application prices. We will enclose a letter from the manufacturer stating their price increases and invoices that show the difference in price. Let me know if you can help me with this situation.

Regards,
Todd Harrison
Florida Striping Inc
321 794-5673

ENNIS-FLINT
The Mark of Traffic Safety®

Ennis-Flint, Inc.
4161 Piedmont Parkway
Suite 370
Greensboro, NC 27410
Phone: 800.331.8118
sales@ennisflint.com
www.ennisflint.com

Date: October 15, 2018

Re: **Price Increase Notification**

Dear Valued Customer:

Raw material costs have risen substantially over the past two years and will continue to increase in 2019. As a result, for all orders shipped after December 15, 2018, our prices shall increase as shown below. Please use the price increase below for all lettings from the date of this letter going forward.

• Waterborne Traffic Paint	$1.25 per gallon white + other colors / $1.40 per gallon yellow
• Solvent-Based Traffic Paint	$0.95 per gallon
• Hot-Applied Thermoplastic	$225.00 per ton white / $195.00 per ton yellow
• HPS® 8	$100.00 per ton
• Raised Pavement Markers	
○ C80	$0.05 each
• Snow-Plowable Markers	
○ Model 101	$0.25 each

Please note the price increases shown above do not reflect any impact of the current, pending or proposed tariffs. As tariffs are applied, your quotes and invoices will list any applicable tariff surcharge as a separate line item, which we can detail for you at the time of the order/quote.

Our focus is to stay in touch with you often with any updates. Volatility of raw material pricing and supply is at an all-time high, and prices are subject to change throughout 2019. If you have any questions in the meantime, please reach out to your Regional Sales Manager.

Sincerely,

Mark Kennedy

Mark Kennedy
Senior Vice President Sales

ENNIS-FLINT
The Mark of Traffic Safety®

Ennis-Flint, Inc.
Ennis Paint Division
4161 Piedmont Parkway, Suite 370
Greensboro, NC 27410
United States of America
(800) 331-8118

<< INVOICE >>

PAGE 1

INVOICE DATE 4/6/2018
INVOICE NO 345907
CURRENCY ID USD

PLEASE REMIT TO:

PO Box 603518
Charlotte, NC 28260-3518

SOLD TO
101305
FLORIDA STRIPING / FL
TODD HARRISON
2991 INDIANA STREET
MELBOURNE, FL 32904--902

SHIP TO
MELBOURNE
FLORIDA STRIPING
2951 Indiana Street
MELBOURNE, FL 32904--902

TOTAL DUE 30,079.80

CONTRACT NUMBER

SLS1	SLS2	CSSS	DUE DATE	DISC DUE DATE	ORDER NO	ORDER DATE	SHIP DATE	SHIP NO
76		SMN	6/5/2018	4/6/2018	00109868	4/3/2018	4/5/2018	50963343S

TERMS DESCRIPTION	CUSTOMER PO NO	SHIP VIA	INCOTERMS
Net 60 Days	E-MAIL BARBARA	TRUCK LOAD	PPD

ITEM ID	LOCATION	UNITS	ORDERED	SHIPPED	UNIT PRICE	EXTENSION
884111	CLC	TN	14.000000	14.000000	1,315.000000	18,410.00
TM WHT ALK FL EXTRD STD 40/50LB Poly bags shrink wrapped and palletized **Lot No** NT1803W3716			14.000000	**State Lot No**		
884112	CLC	TN	8.000000	8.000000	1,240.000000	9,920.00
TM LF YEL ALK FL EXTRD STD 40/50LB Poly bags shrink wrapped and palletized **Lot No** NT1801Y3515			8.000000	**State Lot No**		
D	CLC	EA	1.000000	1.000000	0.000000	0.00
FLORIDA CERTS ARE REQUIRED						

POC: TODD HARRISON 321-794-5673 HE MUST BE CALLED TO SET UP DELIVERY BECAUSE HE HAS AN UNMANNED WAREHOUSE AND WILL HAVE TO HAVE SOMEONE CALLED TO BE THERE WHEN THE TRUCK ARRIVES****

FLAT BED SIDE LOAD

ALSO E-MAIL FL CERTS TO FLORIDASTRIPING@AOL.COM

Pd 6/7/2018

ENNIS-FLINT
The Mark of Traffic Safety®

Ennis-Flint, Inc.
Ennis Paint Division
4161 Piedmont Parkway, Suite 370
Greensboro, NC 27410
United States of America
(800) 331-8118

<< INVOICE >>

PAGE 2

INVOICE DATE 4/6/2018
INVOICE NO 345907
CURRENCY ID USD

PLEASE REMIT TO:

PO Box 603518
Charlotte, NC 28260-3518

SOLD TO
101305
FLORIDA STRIPING / FL
TODD HARRISON
2991 INDIANA STREET
MELBOURNE, FL 32904–902

SHIP TO
MELBOURNE
FLORIDA STRIPING
2951 Indiana Street
MELBOURNE, FL 32904--902

TOTAL DUE 30,079.80

CONTRACT NUMBER

SLS1	SLS2	CSSS	DUE DATE	DISC DUE DATE	ORDER NO	ORDER DATE	SHIP DATE	SHIP NO
76		SMN	6/5/2018	4/6/2018	00109868	4/3/2018	4/5/2018	50963343S

TERMS DESCRIPTION	CUSTOMER PO NO	SHIP VIA	INCOTERMS
Net 60 Days	E-MAIL BARBARA	TRUCK LOAD	PPD

ITEM ID	LOCATION	UNITS	ORDERED	SHIPPED	UNIT PRICE	EXTENSION

We appreciate your business.

For any questions or concerns about your invoice, Please call (800) 331-8118

Federal Tax ID: 75-2657523

TAXABLE	NONTAXABLE	FREIGHT	SALES / GST TAX	CC FEE	TOTAL
28,330.00	0.00	0.00	1,749.80	0.00	30,079.80

TOTAL DUE 30,079.80 USD

Terms and Conditions:
For Remittance by Credit Card, a 3% transaction fee will be assessed.

ENNIS-FLINT
The Mark of Traffic Safety®

Ennis-Flint, Inc.
Ennis Paint Division
4161 Piedmont Parkway, Suite 370
Greensboro, NC 27410
United States of America
(800) 331-8118

<< INVOICE >>

PAGE 1

INVOICE DATE 7/11/2019
INVOICE NO 377080
CURRENCY ID USD

PLEASE REMIT TO:

PO Box 603518
Charlotte, NC 28260-3518

SOLD TO
101305
FLORIDA STRIPING / FL
TODD HARRISON
2991 INDIANA STREET
MELBOURNE, FL 32904–902

SHIP TO
TITUSVILLE
FLORIDA STRIPING / FL
GENERAL DELIVERY
1651 N US 1
TITUSVILLE, FL 32796

TOTAL DUE 35,337.40

CONTRACT NUMBER

SLS1	SLS2	CSSS	DUE DATE	DISC DUE DATE	ORDER NO	ORDER DATE	SHIP DATE	SHIP NO
76		SMN	9/9/2019	7/11/2019	00146337	7/10/2019	7/11/2019	42907199L

TERMS DESCRIPTION	CUSTOMER PO NO	SHIP VIA	INCOTERMS
Net 60 Days	E-MAIL BARBARA	TRUCK LOAD	PPD

ITEM ID	LOCATION	UNITS	ORDERED	SHIPPED	UNIT PRICE	EXTENSION
884111	MGA	TN	14.000000	14.000000	1,540.000000	21,560.00
TM WHT ALK FL EXTRD STD 40/50LB Poly bags shrink wrapped and palletized						
Lot No				**State Lot No**		
EF1299RX		14.000000				
884112	MGA	TN	8.000000	8.000000	1,435.000000	11,480.00
TM LF YEL ALK FL EXTRD STD 40/50LB Poly bags shrink wrapped and palletized						
Lot No				**State Lot No**		
EF1079NH		8.000000				
D	MGA	EA	1.000000	1.000000	0.000000	0.00
FLORIDA CERTS REQUIRED						
PLEASE SHIP ASAP						
Please call Todd Harrison 321 794-5673 to let us know when this will be shipped and you must call Todd Harrison 321 794-5673 ahead of time to schedule delivery.						
FLAT BED						
ALSO E-MAIL CERTS TO FLORIDASTRIPING@AOL.COM						
D-SURCHARGE $250 Freight Surcharge Per Flatbed Truckload	MGA	EACH	1.000000	1.000000	0.000000	0.00
D-TL Actual ship date depends upon availability of transportation due to the nationwide truck shortage.	MGA	EA	1.000000	1.000000	0.000000	0.00

Ennis-Flint, Inc.
Ennis Paint Division
4161 Piedmont Parkway, Suite 370
Greensboro, NC 27410
United States of America
(800) 331-8118

<< INVOICE >>

INVOICE DATE	7/11/2019
INVOICE NO	377080
CURRENCY ID	USD

PLEASE REMIT TO:

PO Box 603518
Charlotte, NC 28260-3518

SOLD TO
101305
FLORIDA STRIPING / FL
TODD HARRISON
2991 INDIANA STREET
MELBOURNE, FL 32904--902

SHIP TO
TITUSVILLE
FLORIDA STRIPING / FL
GENERAL DELIVERY
1651 N US 1
TITUSVILLE, FL 32796

TOTAL DUE 35,337.40

CONTRACT NUMBER

SLS1	SLS2	CSSS	DUE DATE	DISC DUE DATE	ORDER NO	ORDER DATE	SHIP DATE	SHIP NO
76		SMN	9/9/2019	7/11/2019	00146337	7/10/2019	7/11/2019	42907199L

TERMS DESCRIPTION	CUSTOMER PO NO	SHIP VIA	INCOTERMS
Net 60 Days	E-MAIL BARBARA	TRUCK LOAD	PPD

ITEM ID	LOCATION	UNITS	ORDERED	SHIPPED	UNIT PRICE	EXTENSION

We appreciate your business.

For any questions or concerns about your invoice, Please call (800) 331-8118

Federal Tax ID: 75-2657523

TAXABLE	NONTAXABLE	FREIGHT	SALES / GST TAX	CC FEE	TOTAL
33,040.00	0.00	250.00	2,047.40	0.00	35,337.40

TOTAL DUE 35,337.40 USD

Terms and Conditions:
For Remittance by Credit Card, a 3% transaction fee will be assessed.

BOARD OF COUNTY COMMISSIONERS

Public Works Department
2725 Judge Fran Jamieson Way
Building A, Room 201
Viera, Florida 32940

Contract Renewal

Whereas, Southwide Industries, Inc., and Brevard County, Florida entered into agreement, Contract No. 3715 for Bid No. B-4-17-86/ Road Striping – Thermoplastic and Reflective Pavement Marking; and

Whereas, Southwide Industries, Inc. is the secondary contractor for Exhibit A and primary contractor for Exhibit B for Bid No. 4-17-86; and

Whereas, Contract No. 3715 was effective on November 2, 2017 with a term of one year with the option to renew for up two additional one-year periods; and

Whereas, Contract No. 3715 was renewed on November 2, 2018 with E-Verify participation certified by Southwide Industries, Inc. for an additional one-year period until November 2, 2019; and

Whereas, renewal on Contract No. 3715 is subject to negotiation of pricing, terms, and conditions; and

Whereas, Southwide Industries, Inc. and the County has indicated a desire to renew under the same terms and conditions of Contract No. 3715.

Now therefore, in consideration of the premises and mutual covenants contained, the parties hereby agree, as follows:

1. Contract No. 3715 shall be renewed for an additional one-year period until November 2, 2020 which shall be the second and final renewal period.

2. All other terms and conditions of Contract No. 3715 shall remain in full force and effect.

In witness whereof, the parties hereto have set their hands and seals on the day and year written below.

Attest:

Board of County Commissioners
of Brevard County, Florida

Scott Ellis, Clerk

Kristine Isnardi, Chair Date
As approved by the Board on September 20, 2016

Southwide Industries, Inc.

10/3/2019

Adam D. Holmes, Vice- President Date

STATE OF FLORIDA §

COUNTY OF Palm Beach §

I hereby certify that before me, an officer duly authorized to take acknowledgments, personally appeared Adam D. Holmes to me known to be the Vice-President of Southwide Industries, Inc., or provided _____ as identification and who did (did not) take an oath, acknowledged before me that they executed the within instrument freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal in the State and County last aforesaid this 3rd day of October 2019.

Signature

Jennifer Gingras

Notary Name (typed or printed)

JENNIFER GINGRAS
Notary Public - State of Florida
Commission # GG 228183
My Comm. Expires Oct 8, 2022
Bonded through National Notary Assn.

BREVARD County
BOARD OF COUNTY COMMISSIONERS

FLORIDA'S SPACE COAST

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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

September 21, 2016

MEMORANDUM

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

RE: Item II.C.2., Approval of Permission to Issue Annual Supply Bids, Proposals and Request for Qualifications, and/or Negotiate Competitive Agreements (Fiscal Year 2016-2017)

The Board of County Commissioners, in regular session on September 20, 2016, granted permission to perform actions regarding the solicitation of competitive bids, quotes, and/or negotiate competitive agreement and award to lowest, responsive, and most qualified supplier; to solicit competitive proposals and requests for qualifications, establishing selection competitive proposals and requests for qualifications, establishing selection/negotiation committees approved by the County Manager, or his designee; awarded 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, establishing the continuance of the contract favorable prior to extension of the Agreement; and authorized the Chairman to execute any contracts or contract renewals over $100,000 in annual value. Enclosed is the annual bid/quote/proposal list for Fiscal Year 2016-2017.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/ds

Encl. (1)

cc: County Manager
Finance
Budget

ANNUAL BID/QUOTE/PROPOSAL LIST
FY 2016/2017

BIDS	RENEWAL OPTIONS	ESTIMATED ANNUAL EXPENDITURES
AGRICULTURAL EQUIPMENT OEM REPLACEMENT PARTS	1 YR W/ 1 YR OPTION.	$80,000.00
ALARM MONITORING	1 YR W/ 3 -1 YR OPTIONS	$75,000.00
ASPHALTIC CONCRETE	1 YR W/ 3-1 YR OPTIONS	$2,000,000.00
AUTOMOTIVE EQUIPMENT AND BATTERIES	1 YR W/ 1 YR OPTION.	$167,000.00
AUTOMOTIVE PARTS (including Ford & Chevy OEM)	1 YR W/ 1 YR OPTION.	$100,000.00
CARPET CLEANING	1 YR W/3-1 YR OPTIONS	$150,000.00
CEMENT – BULK PORTLAND & BAGS	1 YR W/ 1 YR OPTION.	$95,000.00
CERTIFIED BASE ROCK	1 YR W/ 1 YR OPTION.	$100,000.00
CHEMICALS – AGRICULTURAL & AQUATIC & FERTILIZERS	1 YR W/ 1 YR OPTION.	$630,000.00
CONCRETE CRUSHING - ONSITE	1 YR W/ 1 YR OPTION.	$100,000.00
CONCRETE PIPE	1 YR W/ 1 YR OPTION.	$300,000.00
CONCRETE SIDEWALK, GUTTER & CURB CONST.	1 YR W/ 1 YR OPTION.	$500,000.00
DRAWBRIDGE MAINTENANCE	1 YR W/ 3-1 YR OPTION.	$80,000.00
ELECTRICAL SERVICES	1 YR W/ 1 YR OPTION.	$215,000.00
EMERGENCY WATER & WASTEWATER REPAIRS	1 YR W/1 YR OPTION	$120,000.00
FENCING	1 YR W/ 1 YR OPTION	$150,000.00
FILL DIRT – SELECT COMMON FILL	1 YR W/ 1 YR OPTION.	$1,300,000.00
FIRE ENGINE OUTFITTING EQUIPMENT	1 YR W/1 YR OPTION	$200,000.00
GENERATOR PREVENTATIVE MAINTENANCE AND REPAIR SERVICES	1 YR W/2-1 YR OPTION	$80,000.00
GRASSING SERVICES (SEED, MULCH, SOD)	1 YR W/ 1 YR OPTION.	$250,000.00
HVAC AIR CONDITION SERVICES	1 YR W/ 1 YR OPTION.	$450,000.00
INVASIVE EXOTIC VEGETATION MANAGEMENT	1 YR W/ 1 YR OPTION.	$100,000.00
JANITORIAL SERVICES	1 YR W/ 3-1 YR OPTIONS	$500,000.00
JANITORIAL SUPPLIES	1 YR W/ 1 YR OPTION.	$200,000.00
LABORATORY SERVICES	1 YR W/ 1 YR OPTION.	$200,000.00
LANDFILL GAS REPAIRS	1YR W/ 2 1 YR OPTION	$100,000.00
LAWN/GROUND MAINTENANCE & MGMT	1 YR W/ 1 YR OPTION.	$740,000.00
LICENSE TOWER SPACE		Minimum License Fee - Varies by Location
LIMEROCK	1 YR W/ 1 YR OPTION.	$200,000.00
LUBRICATING OILS	1 YR W/ 1 YR OPTION.	$122,000.00
MAIL/LIBRARY COURIER MANAGEMENT SERVICES	1 YR W/ 4-1 YR OPTIONS	$200,000.00
MANHOLES, INLETS & GRATES (PRE-FABRICATED)	1 YR W/ 1 YR OPTION.	$100,000.00
MED. EXAM. REMOVAL & TRANSPORT OF BODIES	1 YR W /5- 1 YR OPTIONS	$113,000.00
MEDICAL DIRECTOR SERVICES	1 YR W/ 4-1 YR OPTIONS	$70,000.00
MEDICAL SUPPLIES inc. Pharmaceuticals, Controlled Drugs and Gloves	1 YR W/ 1 YR OPTION.	$910,000.00
MIX-IN PLACE ROAD RECYCLING	1 YR W/ 2-1 YR OPTION.	$115,000.00
MULCHING SERVICES	1 YR W/ 2-1 YR OPTION.	$2,500,000.00
OFFICE SUPPLIES	1 YR W/ 1 YR OPTION.	$175,000.00
PAINT SUPPLIES AND/OR SERVICES	1 YR W/ 1 YR OPTION.	$150,000.00
PERSONAL PROTECTION EQUIPMENT	1 YR W/2 (1YR) OPTIONS	$100,000.00
PIPE - CURED IN PLACE	3 YR W/1-YR OPTION	$300,000.00
PLUMBING SERVICES (HOURLY RATES)	1 YR W/2-1 YR OPTION	$100,000.00

ANNUAL BID/QUOTE/PROPOSAL LIST
FY 2016/2017

BIDS	RENEWAL OPTIONS	ESTIMATED ANNUAL EXPENDITURES
POLYMER	1 YR W/ 2 1YR OPTION.	$150,000.00
PUMP AND COMPRESSOR REPAIR	1 YR W/ 1 YR OPTION.	$300,000.00
RADIO MAINTENANCE	5 YRS	$500,000.00
RECYCLING ELECTRONICS	1 YR W/ 2-1 YR OPTION.	$190,000.00
ROAD CONSTRUCTION – MISC. MATERIALS	1 YR W/ 1 YR OPTION.	$250,000.00
ROAD STRIPING	1 YR W/ 2 YR OPTION.	$350,000.00
ROOFING/GUTTER MATERIALS AND SERVICES	1 YR W/ 3-1 YR OPTION.	$300,000.00
SCRAP METAL	2 YR W 1- 2 YR OPTION	REVENUE ($68,394)
SECURITY SERVICES* (VARIOUS DEPTS)	1 YR W/4-1 YR OPTION	$618,000.00
SEPTAGE TREATMENT & DISPOSAL	1 YR W/ 3-1 YR OPTIONS	$200,000.00
TEMPORARY SERVICES	1 YR W/ 1 YR OPTION.	$225,000.00
TIRE REMOVAL AND DISPOSAL (SHREDDING)	1 YR W/ 1 YR OPTION.	$125,000.00
TRAFFIC SIGN MATERIALS	1 YR W 1YR OPTION	$100,000.00
TRAFFIC SIGNAL/STREET LIGHTING MAINT & CONST.	3 YR W/ 2-1 YR OPTION.	$300,000.00
TREATMENT AND DISPOSAL OF DE-WATERED BIOSOLIDS	1 YR W/ 2-1 YR OPTION.	$230,000.00
TREE REMOVALS	1 YR W/ 1 YR OPTION.	$100,000.00
TRUCKING SERVICES (MATERIAL PER YD/PER MILE)	1 YR W/ 1 YR OPTION.	$110,000.00
UNIFORM PURCHASE	1 YR W/ 1 YR OPTION.	$100,000.00
WATER RESOURCES CHEMICALS	1 YR W/1 YR OPTION	$100,000.00
PROPOSALS	RENEWAL OPTIONS	ESTIMATED ANNUAL EXPENDITURES
ADVERTISING SERVICES	2 YR W/ 3-1 YR OPTIONS	$250,000.00
AUCTIONEER SERVICES	2 YR W/ 1 YR OPTION	% OF SALES
BILLING & MAILING SERVICE (EMS & Utilities)	3YR W/3-1YR OPTION	$750,000.00
BUS MAINTENANCE FOR SCAT	3 YR W/two (2) 1 YR. OPTIONS	$3,760,000.00
COPY MACHINE RENTAL	5 YR W/1 YR OPTION	$400,000.00
DEBT COLLECTION	3 YEARS	% OF COLLECTED
DISASTER DEBRIS MANAGEMENT	5 YEARS	VARIED
DISASTER DEBRIS REMOVAL	5 YEARS	VARIES (As Needed)
HVAC FOR MAINTENANCE	5 YR W/ 2-1 YR OPTIONS	$1,500,000.00
INSURANCE SERVICES*	VARIED	VARIED
LEASE OF GOLF COURSES	10 YR W/ 2-5 YR OPTIONS	REVENUE ($100,000)
INVASIVE EXOTIC VEGETATION MANAGEMENT	1 YR 1/1 YR OPTION	$100,000.00
MARKETING SERVICES FOR SCAT	3 YR W/ 1 2 YR OPTIONS	$400,000.00
PHYSICAL EXAMINATIONS	2 YR W/ 3-1 YR OPTIONS	$100,000.00
PLANS EXAMINER SERVICES	1 YR W/ 1 YR OPTION	$100,000.00
DIGITIAL / PUBLIC & MEDIA (TRAVEL) RELATIONS FOR TDO	2 YR W/3-1 YR OPTIONS	$210,000.00
PUBLIC SAFETY RADIO SYSTEM CONNECTIVITY NETWORK	3 YR W/3-3YR OPTIONS	$372,000.00
SAP SUPPORT SERVICES	1 YR W/2-1 YR OPTIONS	$198,000.00
SEASONAL RECREATION WORKERS	3 YR W/2-1 YR OPTIONS	$1,290,000.00
STRUCTURED CABLING	2 YR W/3-1 YR OPTIONS	$100,000.00
TISSUE & EYE REMOVAL SERVICES	3 YR W/2-1 YR OPTIONS	REVENUE ($17,710)

ANNUAL BID/QUOTE/PROPOSAL LIST
FY 2016/2017

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

Memo-Renew-Appraisal-20200508ds

Final Audit Report 2020-05-14

Created:	2020-05-14
By:	Deanna Toro (deanna.toro@brevardfl.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAg3CsYUe_X8XHwxqGCE1N4CoN4W5HgTzN

"Memo-Renew-Appraisal-20200508ds" History

Document digitally presigned by Thomas-Wood\, Tammy (Tammy.Thomas-Wood@brevardfl.gov)
2020-05-08 - 5:34:39 PM GMT- IP address: 107.72.178.139

Document digitally presigned by Gumm\, Corrina (corrina.gumm@brevardfl.gov)
2020-05-11 - 3:22:07 PM GMT- IP address: 107.72.178.139

Document created by Deanna Toro (deanna.toro@brevardfl.gov)
2020-05-14 - 12:33:42 PM GMT- IP address: 107.72.178.139

Document emailed to John Denninghoff (john.denninghoff@brevardfl.gov) for signature
2020-05-14 - 12:34:05 PM GMT

Email viewed by John Denninghoff (john.denninghoff@brevardfl.gov)
2020-05-14 - 3:04:26 PM GMT- IP address: 205.172.172.132

Document e-signed by John Denninghoff (john.denninghoff@brevardfl.gov)
Signature Date: 2020-05-14 - 3:05:44 PM GMT - Time Source: server- IP address: 205.172.172.132

Signed document emailed to John Denninghoff (john.denninghoff@brevardfl.gov) and Deanna Toro (deanna.toro@brevardfl.gov)
2020-05-14 - 3:05:44 PM GMT

Public Works Department
2725 Judge Fran Jamieson Way
Building A, Room 201
Viera, Florida 32940
321-617-7202

BOARD OF COUNTY COMMISSIONERS

Inter-Office Memo

TO: Commissioner Bryan Lober, Chair

THRU: Frank Abbate, County Manager

THRU: John P. Denninghoff, Assistant County Manager

THRU: Corrina Gumm, P.E., Interim Director Public Works Department

Gumm, Corrina Digitally signed by Gumm, Corrina Date: 2020.05.11 11:22:07 -04'00'

FROM: Tammy Thomas-Wood, Support Services Manager

Thomas-Wood, Tammy Digitally signed by Thomas-Wood, Tammy DN: cn=Thomas-Wood, Tammy, email=Tammy.Thomas-Wood@brevardfl.gov Date: 2020.05.08 13:34:39 -04'00'

SUBJECT: Contract Renewal – Standard Appraisal Agreements

DATE: May 8, 2020

Staff is requesting your approval to renew the Standard Appraisal Agreements for an additional one year period. As noted in the attached Clerk's Memorandum from the September 20, 2016 Board meeting, the Board of County Commissioners authorized the Chair the authority to execute contract renewals over $100,000 in annual value.

The Standard Appraisal Agreements were originally entered into agreement with Clayton, Roper and Marshall, Inc. (Contract No. 3977) effective May 30, 2018, W.H. Benson and Company (Contract No. 3976) effective May 30, 2018, The Appraisal Group of Central Florida, Inc. (Contract No. 3989) effective June 18, 2018, and Callaway and Price, Inc. (Contract No. 3988) effective June 21, 2018. These Agreements remain in full force and effect for a period of one year from the final date of execution. Per contract Section 9 - Duration of Agreement, the Agreements may be extended in one year increments for up to four years beyond the initial one year period. This is the second renewal of these Agreements. In accordance with Board Policy 25, the E-Verify provisions were incorporated into the Agreements via an Amendment to Standard Appraisal Agreement in 2019.

If this request meets with your approval, please sign and date each attached Written Notification of Contract Renewal. Thank you for your consideration.

Clerk to the Board Instructions: Upon signature by the Chair, please attest each Written Notification of Contract Renewal. Please contact Jeanette Scott via email at jeanette.scott@brevardfl.gov to make the arrangements for return of the fully executed Contract Renewals to the Public Works Department.

Encl: Contract Renewals
Clerk's Memorandum

Brevard COUNTY

BOARD OF COUNTY COMMISSIONERS

Public Works Department
2725 Judge Fran Jamieson Way
Building A, Room 201
Viera, Florida 32940

Written Notification of Contract Renewal

Whereas, Clayton, Roper and Marshall, Inc. and Brevard County, Florida entered into Standard Appraisal Agreement, Contract No. 3977, effective May 30, 2018; and

Whereas, the Standard Appraisal Agreement was amended on May 29, 2019 to incorporate E-Verify provisions; and

Whereas, the term of this contract was for an initial one year period with provision for one year renewals up to four years beyond the initial one year period; and

Whereas, this is the second renewal of the contract; and

Notice is hereby given to Clayton, Roper and Marshall, Inc. by Brevard County, Florida that the contract previously entered into agreement on May 30, 2018 by and between Clayton, Roper and Marshall, Inc. and Brevard County, Florida, Contract No. 3977 for the Standard Appraisal Agreement shall be renewed pursuant to the notification set forth therein for an additional period of one year until May 30, 2021.

Attest:

Scott Ellis, Clerk

Board of County Commissioners of
Brevard County, Florida

Bryan Lober, Chair
Renewal Date: _____
As approved by the Board on September 20, 2016

Clayton, Roper and Marshall, Inc.

Paul Roper, MAI, SRA, Vice President

State of Florida
County of Seminole

I hereby certify that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Paul Roper, who is personally known to me known to be the Vice President of Clayton, Roper and Marshall, Inc. who executed the foregoing instrument, and they acknowledged before me that they executed the same.

Witness my hand and affixed this 1st day of May, 2020.

Notary Public Name

NOTARY PUBLIC STATE OF FLORIDA
JENNIFER H. JEWETT
MY COMMISSION # GG153883
EXPIRES: November 21, 2021

Brevard COUNTY

BOARD OF COUNTY COMMISSIONERS

Public Works Department
2725 Judge Fran Jamieson Way
Building A, Room 201
Viera, Florida 32940

Written Notification of Contract Renewal

Whereas, W.H. Benson & Company and Brevard County, Florida entered into the Standard Appraisal Agreement, Contract No. 3976, effective May 30, 2018; and

Whereas, the Standard Appraisal Agreement was amended on May 29, 2019 to incorporate E-Verify provisions; and

Whereas, the term of this contract was for an initial one year period with provision for one year renewals up to four years beyond the initial one year period; and

Whereas, this is the second renewal of the contract; and

Notice is hereby given to W.H. Benson and Company by Brevard County, Florida that the contract previously entered into agreement on May 30, 2018 by and between W.H. Benson and Company and Brevard County, Florida, Contract No. 3976 for the Standard Appraisal Agreement shall be renewed pursuant to the notification set forth therein for an additional period of one year until May 30, 2021.

Attest:

Scott Ellis, Clerk

Board of County Commissioners of
Brevard County, Florida

Bryan Lober, Chair
Renewal Date: _____
As approved by the Board on September 20, 2016

W.H. Benson and Company

William Benson, MAI, CCIM, President

State of Florida
County of Brevard

I hereby certify that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared William Benson, who is personally known to me known to be the President of W. H. Benson and Company who executed the foregoing instrument, and they acknowledged before me that they executed the same.

Witness my hand and affixed this 5 day of May, 2020.

Jamie Lynn Wannamaker
Notary Public Name

JAMIE LYNN WANNAMAKER
Notary Public – State of Florida
Commission # GG 176148
My Comm. Expires Dec 21, 2021
Bonded through National Notary Assn.

Brevard COUNTY

BOARD OF COUNTY COMMISSIONERS

Public Works Department
2725 Judge Fran Jamieson Way
Building A, Room 201
Viera, Florida 32940

Written Notification of Contract Renewal

Whereas, The Appraisal Group of Central Florida, Inc. and Brevard County, Florida entered into Standard Appraisal Agreement, Contract No. 3989, effective June 18, 2018; and

Whereas, the Standard Appraisal Agreement was amended on May 29, 2019 to incorporate E-Verify provisions; and

Whereas, the term of this contract was for an initial one year period with provision for one year renewals up to four years beyond the initial one year period; and

Whereas, this is the second renewal of the contract; and

Notice is hereby given to The Appraisal Group of Central Florida, Inc. by Brevard County, Florida that the contract previously entered into agreement on June 18, 2018 by and between The Appraisal Group of Central Florida, Inc. and Brevard County, Florida, Contract No. 3989 for the Standard Appraisal Agreement shall be renewed pursuant to the notification set forth therein for an additional period of one year until June 18, 2021.

Attest:

Scott Ellis, Clerk

Board of County Commissioners of
Brevard County, Florida

Bryan Andrew Lober

Bryan Lober, Chair
Renewal Date: _____
As approved by the Board on September 20, 2016

The Appraisal Group of Central Florida, Inc.

Richard MacMillan, MAI, President

State of Florida
County of SEMINOLE

I hereby certify that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Richard MacMillan, who is personally known to me known to be the President of The Appraisal Group of Central Florida, Inc. who executed the foregoing instrument, and they acknowledged before me that they executed the same.

Witness my hand and affixed this 29th day of APRIL, 2020.

Notary Public Name Kathleen E MacMillan

KATHLEEN E MACMILLAN
Commission # GG 026715
Expires September 5, 2020
Bonded Thru Troy Fain Insurance 800-385-7019

Brevard COUNTY

BOARD OF COUNTY COMMISSIONERS

Public Works Department
2725 Judge Fran Jamieson Way
Building A, Room 201
Viera, Florida 32940

Written Notification of Contract Renewal

Whereas, Callaway and Price, Inc. and Brevard County, Florida entered into the Standard Appraisal Agreement, Contract No. 3988, effective June 21, 2018; and

Whereas, the Standard Appraisal Agreement was amended on May 29, 2019 to incorporate E-Verify provisions; and

Whereas, the term of this contract was for an initial one year period with provision for one year renewals up to four years beyond the initial one year period; and

Whereas, this is the second renewal of the contract; and

Notice is hereby given to Callaway and Price, Inc. by Brevard County, Florida that the contract previously entered into agreement on June 21, 2018 by and between Callaway and Price, Inc. and Brevard County, Florida, Contract No. 3988 for the Standard Appraisal Agreement shall be renewed pursuant to the notification set forth therein for an additional period of one year until June 21, 2021.

Attest:

Scott Ellis, Clerk

Board of County Commissioners of
Brevard County, Florida

Bryan Lober, Chair
Renewal Date: _____
As approved by the Board on September 20, 2016

Callaway and Price, Inc.

Curtis Phillips, MAI, Vice President

State of Florida
County of Brevard

I hereby certify that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Curtis Phillips, who is personally known to me known to be the Vice President of Callaway and Price, Inc. who executed the foregoing instrument, and they acknowledged before me that they executed the same.

Witness my hand and affixed this 30 day of April, 2020.

Notary Public Name

Notary Public State of Florida
Mikaela McLaughlin
My Commission GG 911316
Expires 09/09/2023

Brevard

BOARD OF COUNTY COMMISSIONERS

Utility Services Department
2725 Judge Fran Jamieson Way
Building A, Room 213
Viera, Florida 32940

Inter-Office Memo

TO: Frank Abbate, Interim County Manager

THRU: John Denninghoff, Interim Assistant County Manager

THRU: Leslie Rothering, Purchasing Manager

FROM: Jim Helmer, Utility Services Director

DATE: June 13, 2017

SUBJECT: Selection/Negotiating Committee Approval

On September 20, 2016, the Board of County Commissioners, in regular session, granted permission for Purchasing Services to solicit Request for Qualifications (RFQ) for Consultant Engineering Services for Utility Services approved CIP projects. Utility Services requested that purchasing advertise for RFQ, Brevard County Utility Services Department Continuing Consultants Services, RFQ# 7-18-01

Your approval is requested for the Selection/Negotiating Committee on this approved RFQ to be as follows:

- Jim Helmer, Utility Services Director
- Mark Reagan, Utility Services Engineering Manager
- ~~John Denninghoff,~~ Interim Assistant County Manager or Designee

Should Mr. Denninghoff decide to appoint a designee, I recommend Euri Rodriguez, Solid Waste Director, as he has sat on many of Utility Services selection and negotiation committees in the past few years.

Please contact me at ext. 52091 should you have any questions or concerns.

Frank Abbate, Interim County Manager — Date 5/14/17

☑ Approved
☐ Rejected

Phone (321) 633-2091 • Fax (321) 633-2095
Website: BrevardCounty.us/utilityservices

RECEIVED
JUN 13 2017
County Manager's Office

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: 14 Master Consulting Firms	
2. Fund/Account #:	**3. Department Name:** Utility Services
4. Contract Description: Rose Lyons	
5. Contract Monitor: Jennifer Thomas	**7. Contract Type:**
6. Dept/Office Director: Jim Helmer	CONSULTANT

SECTION II – REVIEW AND APPROVAL TO ADVERTISE

COUNTY OFFICE	APPROVAL YES	APPROVAL NO	SIGNATURE	DATE
User Agency	☑	☐		
Risk Management	☐	☐		
County Attorney	☐	☐		

SECTION III – REVIEW AND APPROVAL TO EXECUTE

COUNTY OFFICE	APPROVAL YES	APPROVAL NO	SIGNATURE	DATE
User Agency	☑	☐	Helmer, Jim	10/02/2017
Risk Management	☑	☐	Lairsey, Matt	10/03/2017
County Attorney	☑	☐	Yuan, Diana	10/03/2017

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	☐
Department	☐
Program	☐
Contact Name	☐
Cost Center, Fund, and G/L Account	☐
Vendor Information (SAP Vendor #)	☐
Contract Status	☐
Contract Title	☐
Contract Type	☐
Contract Amount	☐
Storage Location (SAP)	☐
Contract Approval Date	☐
Contract Effective Date	☐
Contract Expiration Date	☐
Contract Absolute End Data (No Additional Renewals/Extensions)	☐
Material Group	☐
Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management Approval; Signed/Executed Contract)	☐
"Right To Audit" Clause Included in Contract	☐
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	☐

ANNUAL BID/QUOTE/PROPOSAL LIST
FY 2016/2017

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

Public Works Department
2725 Judge Fran Jamieson Way
Building A, Room 201
Viera, Florida 32940

BOARD OF COUNTY COMMISSIONERS

Inter-Office Memo

TO: Rita Pritchett, Chair

THRU: Frank Abbate, County Manager

THRU: John P. Denninghoff, Assistant County Manager

THRU: Andrew J. Holmes, P.E., Public Works Director

FROM: Tammy Thomas-Wood, Support Services Manager

RE: Professional Services Agreement – Appraisal Services

DATE: June 12, 2018

RECEIVED
JUN 12 2018
County Manager's Office

On September 20, 2016, the Board of County Commissioners granted Purchasing Services permission to issue Annual Supply Bids, Proposals, and Request for Qualifications (FY 2016-2017) and/or Negotiate Competitive Agreements. As noted on the Memorandum dated September 21, 2016, this Board action also authorized the Chair to execute contracts.

Purchasing Services on behalf of Public Works, issued RFQ #4-17-03 for the acquisition of appraisal services in support of Transportation, Utilities, Parks & Recreation, Natural Resources Management Department and Facilities projects. The Selection and Negotiation Committee, per BCC-26, selected and successfully negotiated Professional Services Agreements with the following appraisal firms:

W.H. Benson & Company
Clayton, Roper, Marshall, Inc.
Callaway & Price, Inc.
The Appraisal Group of Central Florida, Inc.

The term of Agreement is for a period of one (1) year after the final date of execution, with an option of (4) four additional one (1) year renewals. The County Attorney's Office has reviewed and approved the Agreements, per AO-29. In accordance with the Memorandum, you will please find attached two (2) Agreements for execution. At this time, The Appraisal Group of Central Florida, Inc. and Callaway & Price, Inc. are prepared for execution. The other two agreements have been fully executed. Please ensure a date is noted below the Chair signature block. The Clerk will attest your signature.

Please feel free to contact our office if you have any questions or concerns.

Encl: TAG Agreement
Callaway Agreement
Memorandum Annual BPQ

cc: Jon McLester, Procurement Supervisor

TABLE OF CONTENTS
MASTER PROFESSIONAL SERVICES AGREEMENT

SECTION 1	SCOPE OF SERVICES	3
SECTION 2	TERM	4
SECTION 3	SERVICES AND COMPENSATION	4
SECTION 4	ADMINISTRATION OF SERVICES	5
SECTION 5	BILLING AND TIME OF PAYMENT.	5
SECTION 6	ADDITIONAL SERVICES	6
SECTION 7	AUTHORIZED REPRESENTATIVES	6
SECTION 8	COUNTY ASSISTANCE	7
SECTION 9	TITLE TO DELIVERABLES	7
SECTION 10	INDEMNIFICATION	7
SECTION 11	INSURANCE	8
SECTION 12	NOTICES	8
SECTION 13	FORCE MAJEURE	9
SECTION 14	TERMINATION	9
SECTION 15	APPLICABLE LAW	10
SECTION 16	WAIVER	11
SECTION 17	CONFLICT OF INTEREST: COUNTY	11
SECTION 18	CONFLICT OF INTEREST: CONSULTANT	11
SECTION 19	COVENANT AGAINST CONTINGENT FEES.	11
SECTION 20	RECORDS AND AUDITS	12
SECTION 21	EQUAL OPPORTUNITY EMPLOYMENT	13
SECTION 22	ASSIGNMENT	13
SECTION 23	INDEPENDENT CONTRACTOR	13
SECTION 24	CLAIMS FOR SERVICES	14
SECTION 25	ENTIRE AGREEMENT	14
SECTION 26	SEVERABILITY	14
SECTION 27	MODIFICATIONS OR AMENDMENTS IN WRITING	14
SECTION 28	PERMITS, FEES, and LICENSES	14
SECTION 29	TRUTH-IN-NEGOTIATION CERTIFICATE	15
SECTION 30	COMPLIANCE WITH LAWS	15
SECTION 31	ATTORNEY'S FEES	15

SECTION 32 VENUE 15
SECTION 33 UNAUTHORIZED ALIEN WORKERS 15
SECTION 34 PUBLIC ENTITY CRIMES 16
SECTION 35 EFFECTIVE DATE 16

AGREEMENT FOR ENGINEERING AND CONSULTING SERVICES

This AGREEMENT entered into on _____ (hereinafter "effective date") 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 **CDM Smith Inc.**, hereinafter referred to as "**Consultant**".

W I T N E S S E T H:

WHEREAS, the County proposes to do work relating to the design, permitting and other engineering services associated with water supply and treatment, water operations and maintenance, water treatment facilities, water transmission and distribution pipe networks, wastewater treatment, wastewater collection systems, pipe networks, wastewater pumping systems, wastewater treatment facilities, wastewater operations and maintenance, reclaimed water transmission and distribution pipe networks, hydraulic system modeling and other water and wastewater related engineering projects as well as general utility management and supporting services; and,

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 the County that it has the competency and experience to perform such services in accordance with the terms and conditions as set forth herein; 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).

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 relating to the design, permitting and other engineering services associated with water supply and treatment, water operations and maintenance, water treatment facilities, water transmission and distribution pipe networks, wastewater treatment, wastewater

collection systems, pipe networks, waste-water pumping systems, wastewater treatment facilities, wastewater operations and maintenance, reclaimed water transmission and distribution pipe networks, hydraulic system modeling and other water and wastewater related engineering projects as well as general utility management and supporting services, 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 Capital Improvement Plan (CIP) as it currently exists.

SECTION 2 **TERM**

This Agreement shall be a "continuing contract," as defined under Section 287.055(2) (g), Florida Statutes, and BCC-26 Brevard County Policy and shall have a term of five (5) years from the effective date.

SECTION 3 **SERVICES AND COMPENSATION**

If Consultant's services are required, County will send Consultant a proposed Task Order or Purchase Order detailing the work to be done and the compensation to be paid. The Consultant may negotiate compensation and time for completion of the work with the County. Once the Task Order or Purchase Order has been signed by both parties, the County will issue the Consultant a Notice to Proceed. Consultant shall commence work within five (5) working days of receipt of 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.

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, 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.

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 fee provided in the applicable Task Order or Purchase Order shall be the only compensation to which Consultant is entitled. The fee shall include all of the Consultant's costs associated with the Task Order, office overhead, employee benefits, 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.

If the cost of equipment purchases is included in the compensation for a Task Order or Purchase Order, then that equipment is the property of the County and must be returned to the County upon completion of the Task Order or Purchase Order.

SECTION 4 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 5 BILLING AND TIME OF PAYMENT.

Consultant shall submit invoices for payment to the County either (a) on a monthly basis or (b) contemporaneously with services rendered pursuant to the timeline specified in each Task Order or Purchase Order. The County shall pay Consultant after the County's receipt and approval of a each 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 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". In

the event that this Agreement is terminated by either party hereto, in accordance with the provisions of Section 14 of this Agreement entitled "Termination", then Consultant shall be entitled to be paid as provided for in Section 14.

SECTION 6 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 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 7 AUTHORIZED REPRESENTATIVES

The parties agree that in order to facilitate the orderly and efficient implementation of 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 Utility 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 Consultants 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 the Utility Director and the Consultant's representative shall be specified by the consultant. 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 8 COUNTY ASSISTANCE

The County shall assist Consultant by making available to Consultant County personnel with knowledge of the operation of the County as it relates to the Task Order or Purchase Order. 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 9 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 Consultant 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 Consultant, 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 Consultant 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 10 INDEMNIFICATION

Consultant shall indemnify and hold harmless the County, and its offices 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 11 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:

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)
Per Claim $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. The County is to be named or endorsed as Additional Insured, except for Worker's Compensation and Professional Liability (Errors & Omissions). 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 12 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	FOR CONSULTANT
James E. Helmer, Director Utility Services Department 2725 Judge Fran Jamieson Way Building A, Suite 213 Melbourne, FL 32940 321-633-2091 E-Mail: jim.helmer@brevardfl.gov	CDM Smith Inc. Eric J. Grotke, PE, BCEE 101 Southhall Lane, Suite 200 Maitland, FL 32751 407-660-2552 E-Mail: grotkeej@cdmsmith.com

Either party shall have the right to change its address for notice purposes at anytime 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 13 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 14 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 15 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. Venue shall be deemed to be in Brevard County, Florida.

SECTION 16 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 17 CONFLICT OF INTEREST: COUNTY

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 18 CONFLICT OF INTEREST: 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. Consultant shall disclose in writing to the County any conflict of interest affecting his services to the County as soon as he/she becomes aware of it. A conflict of interest is any situation in which the Consultant, his employees, or his subcontractors, are in a position to exploit their professional relationship with the County in any way for their personal or corporate benefit.

SECTION 19 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 20 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.

In performance of this Agreement, the Consultant shall keep books, records, and accounts of all activities related to this Agreement in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Consultant in conjunction with this Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County. The Consultant shall retain all documents, books and records for a period of five (5) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and Ch. 119, Florida Statutes. All records or documents created by or provided to the Consultant by the County in connection with this Agreement are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the County in a format compatible with the information technology systems of the County.

The Consultant shall ensure that public records which 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 and following termination of the Agreement if the Consultant does not transfer the records to the public agency. In lieu of retaining all public records upon termination of this Agreement, the Consultant may transfer, at no cost to the County, all public records in possession of the Consultant. If the Consultant transfers all public records to the County upon termination of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

FLORIDA PUBLIC RECORDS LAW: Pursuant to Section 119.0701, 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 records to the County or allow the records to be inspected or copied within twenty-four (24) hours (not including weekends and legal holidays) of the request so the County can comply with the requirements of Sections 119.07. The Consultant may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

If the Consultant fails to provide the requested public records to the County within a reasonable time, the Consultant may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. Sections 119.0701, 119.110. The Consultant's failure to comply with public records requests is considered a material breach of this Agreement and grounds for termination.

Should the County face any legal action to enforce inspection or production of the records within the Consultant's possession and control, The Consultant agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Consultant shall hire and compensate attorney(s) to represent the Consultant and County in defending such action. The Consultant shall pay all costs to defend such action and any costs and attorneys fess awarded pursuant to Section 119.12.

IF THE CONSULTANT 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, ROSE LYONS, 321-633-2091, rose.lyons@brevardfl.gov.

SECTION 21 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, gender, 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 22 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 23 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 the County employees.

SECTION 24 CLAIMS FOR SERVICES

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

SECTION 25 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 26 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 27 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 28 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 29 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 30 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 31 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 32 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 33 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 (e) Section 274(e) of the 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 34 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 for CATEGORY TWO for a period of 36 months from date of being placed on convicted vendor list.

SECTION 35 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:

Scott Ellis, Clerk

Date:

BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA

Rita Pritchett, Chair

As approved by Board on

9-20-16

Reviewed for legal form and content:

Assistant County Attorney

SEAL

CDM SMITH INC. 1970 MASSACHUSETTS

ATTEST:

Signature

Mario J. Marcaccio, General Counsel and Senior Vice President,
Name & Title Printed

CONSULTANT

Signature

November 30, 2017
Date

Eric J. Grotke, P.E., BCEE, Vice President
Name & Title, Printed

CDM Smith Inc.
Name of Company, Corp., etc.

101 Southhall Lane, Suite 200
Mailing Address

Maitland, Florida 32751
City, State, Zip

(407) 660-2552
(Area Code) Telephone Number

EXHIBIT A

BREVARD County
BOARD OF COUNTY COMMISSIONERS

POLICY

NUMBER: BCC-25

TITLE: PROCUREMENT

AMENDS: December 15, 2015

APPROVED: April 19, 2016

ORIGINATOR: Purchasing Services

REVIEW: April 19, 2019

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.

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.

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."

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. **Florida Statutes**: Chapters 286.011, 286.0113, 218.70 et.seq., 218.80, Chapter 255 and Chapter 287, Procurement of Personal Property and Services.

K. **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.

L. **Grant** (for the purposes of this policy): An award of which includes assistance in the form of money, property, services, etc., by a source which includes the federal government, state government, other local governments, non-profit agencies, private businesses and citizens.

M. **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.

N. **Lease Purchase**: A lease contract with terms providing for the option to transfer title during or at the end of the lease term.

O. **Purchasing Card:** An accounts payable mechanism, which utilizes credit card infrastructure for the purchase of goods and/or services.

P. **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.

Q. **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.

R. **Purchasing Manual**: A document that describes rules, regulations, policies and procedures to be followed by the purchasing organization and the agencies/departments it serves.

S. **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.

T. **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. 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.

U. **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.

V. **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.

W **Service/Maintenance Agreements:** Contractual documents detailing specifications under which the vendor will provide maintenance/service to equipment in the possession of the County.

X. **Sole Source/Single Source/Proprietary Purchase:** Only known existing source, or only one viable 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.

III. DIRECTIVES

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.

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. T or via formal quote, as defined in Section II.J, solicited by Purchasing Services.

2. Up to $50,000: Assistant County Manager with recommendation for award from the user agency and Purchasing Manager or selection committee, as appropriate, via Formal Quote/Bid/Proposal.

3. 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.

4. $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.

5. 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 to award to the qualified bidder having the lowest, responsible and best bid for tangible items, capital improvement projects and/or equipment when funding is available and within the scope, goals and mission of the Board approved Annual Budget and Capital Improvements Plan. Because a qualified bidder with the lowest, responsible and best bid is generally entitled to an award of bid and an award of bid has been construed to constitute an enforceable agreement, this policy also constitutes authority for the Chair to sign the agreement(s) incorporated into the Request for Bid documents or Request for Proposal, provided that agreement has been reviewed and approved by the County Manager or his designee, and approved as to form and legal content by the County Attorney's Office.

6. The Board must approve the financial terms of all agreements that 1] arise out of the acceptance of a request for proposal or 2] that are negotiated in accordance with the Consultant's Competitive Negotiation Act set forth in section 287.055, Florida Statutes or any successor statute thereto.

7. For the purposes of section 125.17, Florida Statutes, this policy authorizes the Clerk to the Board to attest to any agreements executed by the Chair in accordance with the procedures set forth in subparagraphs 4 and 5 above.

8. 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. If less than two responsive bids, proposals, or replies for commodity or contractual services purchases are received, the Purchasing Manager and User Agency may negotiate on the best pricing, terms and conditions.

N. 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 risk.
10. The Purchase of or payment for utility services, including but not limited to water and sewer, electric, telephone, etc.

O. 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.

P. 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)

Q. 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.

R. 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

S. 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.

T. 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.

U. Grant Assistance

1. When the procurement involves the expenditure of state or federal assistance, grants or contract funds, the procurement shall be conducted in accordance with any applicable local, state or federal laws/regulation requirements specified in the funding/grant conditions as they pertain to the state or federal assistance grant or contract funds.

IV. RESERVATION OF AUTHORITY

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

ATTEST:

Scott Ellis, Clerk

Jim Barfield, Chairman
Brevard County, Florida
Board of County Commissioners
Approved by the Board, on April 19, 2016

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 11/17/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Aon Risk Services Northeast, Inc. Boston MA Office One Federal Street Boston MA 02110 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE		NAIC #
CDM Smith Inc. 75 State Street, Suite 701 Boston MA 02109 USA	INSURER A:	New Hampshire Insurance Company	23841
	INSURER B:	American Home Assurance Co.	19380
	INSURER C:	Illinois National Insurance Co	23817
	INSURER D:	National Union Fire Ins Co of Pittsburgh	19445
	INSURER E:	Lloyd's Syndicate No. 2623	AA1128623
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570069261554 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY			GL3629894	01/01/2017	01/01/2018	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$10,000
	POLICY X PRO-JECT X LOC						PERSONAL & ADV INJURY	$2,000,000
	OTHER:						GENERAL AGGREGATE	$4,000,000
							PRODUCTS - COMP/OP AGG	$4,000,000
D	AUTOMOBILE LIABILITY			CA 192-18-22 AOS	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
D	X ANY AUTO			CA 1921821	01/01/2017	01/01/2018	BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS			MA			BODILY INJURY (Per accident)	
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC014649625 AOS	01/01/2017	01/01/2018	X PER STATUTE / OTH-ER	
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC014649626 AK,AZ,VA	01/01/2017	01/01/2018	E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
E	Archit&Eng Prof			PSDEF1700033 Professional/Claims Made	01/01/2017	01/01/2018	Each Claim Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Agreement for Engineering and Consulting Services.
Board of County Commissioners of Brevard County, Florida is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER

Board of County Commissioners of
Brevard County Florida
2725 Judge Fran Jamieson Way,
Building A, Suite 213
Melbourne FL 32940 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570069261554

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The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: 10518329
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	CDM Smith Inc.
POLICY NUMBER	
See Certificate Number: 570069261554	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570069261554	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
B		N/A		WC014649627 CA	01/01/2017	01/01/2018		
C		N/A		WC014649628 FL	01/01/2017	01/01/2018		
A		N/A		WC014649629 IL, KY, NC, NH, UT	01/01/2017	01/01/2018		
A		N/A		WC014649630 MA, ND, OH, WA, WI, WY	01/01/2017	01/01/2018		
A		N/A		WC014649631 NJ, PA	01/01/2017	01/01/2018		

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11.C.2.

Public Works Department
2725 Judge Fran Jamieson Way
Building A, Room 201
Viera, Florida 32940

BOARD OF COUNTY COMMISSIONERS

Inter-Office Memo

TO: Rita Pritchett, Chair

THRU: Frank Abbate, County Manager

THRU: John P. Denninghoff, Assistant County Manager

THRU: Dan Jones, Interim Director Public Works Department

FROM: Tammy Thomas-Wood, Support Services Manager

RE: Written Notification of Contract Renewal
Term Contract B-4-17-86 Road Striping – Thermoplastic and Reflective Pavement Markings

DATE: October 29, 2018

On September 20, 2016, the Board of County Commissioners granted Purchasing Services permission to issue Annual Supply Bids, Proposals, and Request for Qualifications and/or Negotiate Competitive Agreements. As noted on the Memorandum, this Board action also authorized the Chair to execute contract renewals.

Staff is requesting to renew the Agreements for term contract B-4-17-86 Road Striping, Thermoplastic and Reflective Pavement Marking for an additional one year period until November 2, 2019. These Agreements were originally entered into agreement on November 2, 2017 with Florida Striping, Inc. (Contract No. 3714) as the primary contractor for Attachment A and secondary contractor for Attachment B. Furthermore, Purchasing awarded Southwide Industries, Inc. (Contract No. 3715) the primary contract for Attachment B and secondary contract for Attachment A. The term of these Agreements is for one year from date of Contract Execution with two (2) additional one (1) year renewals. This will be the first renewal period under term contract B-4-17-86. In accordance with BCC-25, the contractors have provided confirmation of E-Verify participation.

If this request meets with your approval, please sign and date each of the attached Written Notification of Contract Renewal letters.

Please feel free to contact our office if you have any questions or concerns. Thank you for your consideration.

Encl: Renewal Letters (FL Striping & Southwide)
Confirmation of E-Verify Participation Forms
Memorandum Annual BPQ (FY 2016-2017)

cc: Corrina Gumm, Traffic Operations Manager
Lisa Marasco, Traffic Operations Superintendent

BOARD OF COUNTY COMMISSIONERS

Public Works Department
2725 Judge Fran Jamieson Way
Building A, Room 201
Viera, Florida 32940

Written Notification of Contract Renewal

Notice is hereby given to Florida Striping, Inc., by the Board of County Commissioners of Brevard County, Florida, this 15 day of Oct., 2018, that the Contract previously entered into agreement on November 2, 2017 by and between Florida Striping, Inc., and the Board of County Commissioners of Brevard County, Florida, under Contract No. 3714 as the Primary Contractor for Exhibit A and Secondary Contractor for Exhibit B for Bid No. 4-17-86, shall be renewed pursuant to the notification set forth therein for an additional period of one year until November 2, 2019. Florida Striping, Inc. expressly agrees that renewal shall incorporate the additional requirements of BCC Policy 25. In accordance with BCC Policy 25 all vendors that conduct business with Brevard County are required to be registered with and utilize the U.S. Department of Homeland Security's E-Verify System in accordance with the terms governing use of the system. Confirmation of E-Verify participation is certified by Florida Striping, Inc. on the attached *Confirmation of E-Verify Participation Form*. All other terms and conditions of Contract No. 3714 shall remain in full force and effect.

Rita Pritchett, Chair
As approved by the Board on September 20, 2016

11/1/18
Date

Todd Harrison, President

10/15/18
Date

Phone (321) 617-7202 • Fax (321) 617-7208
Website: www.brevardfl.gov

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

CONFIRMATION OF E-VERIFY PARTICIPATION FORM

In accordance with BCC Policy 25 all vendors that conduct business with Brevard County are required to be registered with and utilize the U.S. Department of Homeland Security's E-Verify System in accordance with the terms governing use of the system.

1. The County shall not enter into, or renew, a contract for goods or services with a Vendor/contractor that is not enrolled into E-Verify. Any Vendor/contractor providing goods or services to the County shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the term of the contract.
2. Vendors/contractors shall provide acceptable evidence of their enrollment at the time of the submission of the vendor's/contractor's bid/quote/proposal. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business and/or a signed copy of this affidavit.
3. All vendors/contractors must meet this requirement unless:
    a. The contract is solely for goods-based procurement where no services are provided; or
    b. Where the requirement is waived by the Board of County Commissioners.
4. A vendor/contractor who registers with and participates in the E-Verify program may not be barred or penalized under BCC Policy 25(3)(V) if, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment.
5. Vendors/contractors shall expressly require any contractor or subcontractor performing work or providing services pursuant to the County contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
6. Nothing in BCC Policy 25(3)(V) may be construed to allow intentional discrimination of any class protected by law.

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the BCC-25. This form is in conjunction with Brevard County's General Conditions, Unauthorized Alien Workers.

Florida Striping Inc
Business Name

B41786 Thermoplastic Striping
Bid Number and Name

Barbara Harrison
Authorized Representative's Signature

10/15/18
Date

Barbara Harrison
Name

V. President
Position

BOARD OF COUNTY COMMISSIONERS

Public Works Department
2725 Judge Fran Jamieson Way
Building A, Room 201
Viera, Florida 32940

Written Notification of Contract Renewal

Notice is hereby given to Southwide Industries, Inc., by the Board of County Commissioners of Brevard County, Florida, this 23rd day of October, 2018, that the Contract previously entered into agreement on November 2, 2017 by and between Southwide Industries, Inc., and the Board of County Commissioners of Brevard County, Florida, under Contract No. 3715 as the Secondary Contractor for Exhibit A and Primary Contractor for Exhibit B for Bid No. 4-17-86, shall be renewed pursuant to the notification set forth therein for an additional period of one year until November 2, 2019. Southwide Industries, Inc. expressly agrees that renewal shall incorporate the additional requirements of BCC Policy 25. In accordance with BCC Policy 25 all vendors that conduct business with Brevard County are required to be registered with and utilize the U.S. Department of Homeland Security's E-Verify System in accordance with the terms governing use of the system. Confirmation of E-Verify participation is certified by Florida Striping, Inc. on the attached *Confirmation of E-Verify Participation Form.* All other terms and conditions of Contract No. 3715 shall remain in full force and effect.

Rita Pritchett, Chair
As approved by the Board on September 20, 2016

11/1/18
Date

Adam D. Holmes, Vice- President

10-23-18
Date

Phone (321) 617-7202 • Fax (321) 617-7208
Website: www.brevardfl.gov

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

CONFIRMATION OF E-VERIFY PARTICIPATION FORM

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2. Vendors/contractors shall provide acceptable evidence of their enrollment at the time of the submission of the vendor's/contractor's bid/quote/proposal. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business and/or a signed copy of this affidavit.
3. All vendors/contractors must meet this requirement unless:
    a. The contract is solely for goods-based procurement where no services are provided; or
    b. Where the requirement is waived by the Board of County Commissioners.
4. A vendor/contractor who registers with and participates in the E-Verify program may not be barred or penalized under BCC Policy 25(3)(V) if, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment.
5. Vendors/contractors shall expressly require any contractor or subcontractor performing work or providing services pursuant to the County contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
6. Nothing in BCC Policy 25(3)(V) may be construed to allow intentional discrimination of any class protected by law.

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the BCC-25. This form is in conjunction with Brevard County's General Conditions, Unauthorized Alien Workers.

Southwide Industries, Inc.
Business Name

B-4-17-86 Thermoplastic & Reflective Pavement Markings
Bid Number and Name

Authorized Representative's Signature

10/25/2018
Date

Adam Holmes
Name

Vice President
Position

BREVARD County
BOARD OF COUNTY COMMISSIONERS

FLORIDA'S SPACE COAST

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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

September 21, 2016

MEMORANDUM

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

RE: Item II.C.2., Approval of Permission to Issue Annual Supply Bids, Proposals and Request for Qualifications, and/or Negotiate Competitive Agreements (Fiscal Year 2016-2017)

The Board of County Commissioners, in regular session on September 20, 2016, granted permission to perform actions regarding the solicitation of competitive bids, quotes, and/or negotiate competitive agreement and award to lowest, responsive, and most qualified supplier; to solicit competitive proposals and requests for qualifications, establishing selection competitive proposals and requests for qualifications, establishing selection/negotiation committees approved by the County Manager, or his designee; awarded 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, establishing the continuance of the contract favorable prior to extension of the Agreement; and authorized the Chairman to execute any contracts or contract renewals over $100,000 in annual value. Enclosed is the annual bid/quote/proposal list for Fiscal Year 2016-2017.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/ds

Encl. (1)

cc: County Manager
Finance
Budget

ANNUAL BID/QUOTE/PROPOSAL LIST
FY 2016/2017

BIDS	RENEWAL OPTIONS	ESTIMATED ANNUAL EXPENDITURES
AGRICULTURAL EQUIPMENT OEM REPLACEMENT PARTS	1 YR W/ 1 YR OPTION.	$80,000.00
ALARM MONITORING	1 YR W/ 3 -1 YR OPTIONS	$75,000.00
ASPHALTIC CONCRETE	1 YR W/ 3-1 YR OPTIONS	$2,000,000.00
AUTOMOTIVE EQUIPMENT AND BATTERIES	1 YR W/ 1 YR OPTION.	$167,000.00
AUTOMOTIVE PARTS (including Ford & Chevy OEM)	1 YR W/ 1 YR OPTION.	$100,000.00
CARPET CLEANING	1 YR W/3-1 YR OPTIONS	$150,000.00
CEMENT – BULK PORTLAND & BAGS	1 YR W/ 1 YR OPTION.	$95,000.00
CERTIFIED BASE ROCK	1 YR W/ 1 YR OPTION.	$100,000.00
CHEMICALS – AGRICULTURAL & AQUATIC & FERTILIZERS	1 YR W/ 1 YR OPTION.	$630,000.00
CONCRETE CRUSHING - ONSITE	1 YR W/ 1 YR OPTION.	$100,000.00
CONCRETE PIPE	1 YR W/ 1 YR OPTION.	$300,000.00
CONCRETE SIDEWALK, GUTTER & CURB CONST.	1 YR W/ 1 YR OPTION.	$500,000.00
DRAWBRIDGE MAINTENANCE	1 YR W/ 3-1 YR OPTION.	$80,000.00
ELECTRICAL SERVICES	1 YR W/ 1 YR OPTION.	$215,000.00
EMERGENCY WATER & WASTEWATER REPAIRS	1 YR W/1 YR OPTION	$120,000.00
FENCING	1 YR W/ 1 YR OPTION	$150,000.00
FILL DIRT – SELECT COMMON FILL	1 YR W/ 1 YR OPTION.	$1,300,000.00
FIRE ENGINE OUTFITTING EQUIPMENT	1 YR W/1 YR OPTION	$200,000.00
GENERATOR PREVENTATIVE MAINTENANCE AND REPAIR SERVICES	1 YR W/2-1 YR OPTION	$80,000.00
GRASSING SERVICES (SEED, MULCH, SOD)	1 YR W/ 1 YR OPTION.	$250,000.00
HVAC AIR CONDITION SERVICES	1 YR W/ 1 YR OPTION.	$450,000.00
INVASIVE EXOTIC VEGETATION MANAGEMENT	1 YR W/ 1 YR OPTION.	$100,000.00
JANITORIAL SERVICES	1 YR W/ 3-1 YR OPTIONS	$500,000.00
JANITORIAL SUPPLIES	1 YR W/ 1 YR OPTION.	$200,000.00
LABORATORY SERVICES	1 YR W/ 1 YR OPTION.	$200,000.00
LANDFILL GAS REPAIRS	1YR W/ 2 1 YR OPTION	$100,000.00
LAWN/GROUND MAINTENANCE & MGMT	1 YR W/ 1 YR OPTION.	$740,000.00
LICENSE TOWER SPACE		Minimum License Fee - Varies by Location
LIMEROCK	1 YR W/ 1 YR OPTION.	$200,000.00
LUBRICATING OILS	1 YR W/ 1 YR OPTION.	$122,000.00
MAIL/LIBRARY COURIER MANAGEMENT SERVICES	1 YR W/ 4-1 YR OPTIONS	$200,000.00
MANHOLES, INLETS & GRATES (PRE-FABRICATED)	1 YR W/ 1 YR OPTION.	$100,000.00
MED. EXAM. REMOVAL & TRANSPORT OF BODIES	1 YR W /5- 1 YR OPTIONS	$113,000.00
MEDICAL DIRECTOR SERVICES	1 YR W/ 4-1 YR OPTIONS	$70,000.00
MEDICAL SUPPLIES inc. Pharmaceuticals, Controlled Drugs and Gloves	1 YR W/ 1 YR OPTION.	$910,000.00
MIX-IN PLACE ROAD RECYCLING	1 YR W/ 2-1 YR OPTION.	$115,000.00
MULCHING SERVICES	1 YR W/ 2-1 YR OPTION.	$2,500,000.00
OFFICE SUPPLIES	1 YR W/ 1 YR OPTION.	$175,000.00
PAINT SUPPLIES AND/OR SERVICES	1 YR W/ 1 YR OPTION.	$150,000.00
PERSONAL PROTECTION EQUIPMENT	1 YR W/2 (1YR) OPTIONS	$100,000.00
PIPE - CURED IN PLACE	3 YR W/1-YR OPTION	$300,000.00
PLUMBING SERVICES (HOURLY RATES)	1 YR W/2-1 YR OPTION	$100,000.00

ANNUAL BID/QUOTE/PROPOSAL LIST
FY 2016/2017

BIDS	RENEWAL OPTIONS	ESTIMATED ANNUAL EXPENDITURES
POLYMER	1 YR W/ 2 1YR OPTION.	$150,000.00
PUMP AND COMPRESSOR REPAIR	1 YR W/ 1 YR OPTION.	$300,000.00
RADIO MAINTENANCE	5 YRS	$500,000.00
RECYCLING ELECTRONICS	1 YR W/ 2-1 YR OPTION.	$100,000.00
ROAD CONSTRUCTION – MISC. MATERIALS	1 YR W/ 1 YR OPTION.	$250,000.00
ROAD STRIPING	1 YR W/ 2 YR OPTION.	$350,000.00
ROOFING/GUTTER MATERIALS AND SERVICES	1 YR W/ 3-1 YR OPTION.	$300,000.00
SCRAP METAL	2 YR W 1- 2 YR OPTION	REVENUE ($68,394)
SECURITY SERVICES* (VARIOUS DEPTS)	1 YR W/4-1 YR OPTION	$618,000.00
SEPTAGE TREATMENT & DISPOSAL	1 YR W/ 3-1 YR OPTIONS	$200,000.00
TEMPORARY SERVICES	1 YR W/ 1 YR OPTION.	$225,000.00
TIRE REMOVAL AND DISPOSAL (SHREDDING)	1 YR W/ 1 YR OPTION.	$125,000.00
TRAFFIC SIGN MATERIALS	1 YR W 1YR OPTION	$100,000.00
TRAFFIC SIGNAL/STREET LIGHTING MAINT & CONST.	3 YR W/ 2-1 YR OPTION.	$300,000.00
TREATMENT AND DISPOSAL OF DE-WATERED BIOSOLIDS	1 YR W/ 2-1 YR OPTION.	$230,000.00
TREE REMOVALS	1 YR W/ 1 YR OPTION.	$100,000.00
TRUCKING SERVICES (MATERIAL PER YD/PER MILE)	1 YR W/ 1 YR OPTION.	$110,000.00
UNIFORM PURCHASE	1 YR W/ 1 YR OPTION.	$100,000.00
WATER RESOURCES CHEMICALS	1 YR W/1 YR OPTION	$100,000.00

PROPOSALS	RENEWAL OPTIONS	ESTIMATED ANNUAL EXPENDITURES
ADVERTISING SERVICES	2 YR W/ 3-1 YR OPTIONS	$250,000.00
AUCTIONEER SERVICES	2 YR W/ 1 YR OPTION	% OF SALES
BILLING & MAILING SERVICE (EMS & Utilities)	3YR W/3-1YR OPTION	$750,000.00
BUS MAINTENANCE FOR SCAT	3 YR W/two (2) 1 YR. OPTIONS	$3,760,000.00
COPY MACHINE RENTAL	5 YR W/1 YR OPTION	$400,000.00
DEBT COLLECTION	3 YEARS	% OF COLLECTED
DISASTER DEBRIS MANAGEMENT	5 YEARS	VARIED
DISASTER DEBRIS REMOVAL	5 YEARS	VARIES (As Needed)
HVAC FOR MAINTENANCE	5 YR W/ 2-1 YR OPTIONS	$1,500,000.00
INSURANCE SERVICES*	VARIED	VARIED
LEASE OF GOLF COURSES	10 YR W/ 2-5 YR OPTIONS	REVENUE ($100,000)
INVASIVE EXOTIC VEGETATION MANAGEMENT	1 YR 1/1 YR OPTION	$100,000.00
MARKETING SERVICES FOR SCAT	3 YR W/ 1 2 YR OPTIONS	$400,000.00
PHYSICAL EXAMINATIONS	2 YR W/ 3-1 YR OPTIONS	$100,000.00
PLANS EXAMINER SERVICES	1 YR W/ 1 YR OPTION	$100,000.00
DIGITIAL / PUBLIC & MEDIA (TRAVEL) RELATIONS FOR TDO	2 YR W/3-1 YR OPTIONS	$210,000.00
PUBLIC SAFETY RADIO SYSTEM CONNECTIVITY NETWORK	3 YR W/3-3YR OPTIONS	$372,000.00
SAP SUPPORT SERVICES	1 YR W/2-1 YR OPTIONS	$198,000.00
SEASONAL RECREATION WORKERS	3 YR W/2-1 YR OPTIONS	$1,290,000.00
STRUCTURED CABLING	2 YR W/3-1 YR OPTIONS	$100,000.00
TISSUE & EYE REMOVAL SERVICES	3 YR W/2-1 YR OPTIONS	REVENUE ($17,710)

ANNUAL BID/QUOTE/PROPOSAL LIST
FY 2016/2017

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

Brevard COUNTY

BOARD OF COUNTY COMMISSIONERS

Utility Services Department
2725 Judge Fran Jamieson Way
Building A, Room 213
Viera, Florida 32940

Inter-Office Memo

TO: Commissioner Rita Pritchett, Chair

FROM: James Helmer, Utility Services Director

DATE: August 29, 2018

SUBJ: Execution of Utility Services CIP Construction Contract:
Lift Station B-01 Rehabilitation
Bid No. B-7-18-76

On September 26, 2017, the Brevard County Board of County Commissioners voted to approve the Capital Improvement Projects (CIP) plan as identified by Utility Services for Fiscal Year (FY) 2018. After bids were opened for the project referenced above, L7 Construction, Inc. was confirmed to be the lowest responsive and responsible, pre-qualified bidder.

Accordingly, the contractor was asked to execute the original contract documents, provide the required performance and payment bonds, and provide insurance certificates fulfilling the contract requirements. The Risk Manager was then asked to review the insurance certificates for compliance. The County Attorney, prior to bid advertisement, had been asked to approve the contract, and has now signed each original contract copy as required. The approvals of both the Risk Manager and the County Attorney are also documented on the attached copy of the Initial Contract Form.

Attached, please find five (5) original copies of the contract for the project. Prior to contract execution, this contract was approved by the County Attorney. Please execute each original where indicated. Upon completion, please return all of the originals to this Department and we will forward them to the Clerk for attestation.

If you have any questions, please notify me at 633-2091. Thank you for your assistance.

Attachments

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: L7 Construction, Inc.	
2. Fund/Account #: 4153/365300	**3. Department Name:** Utility Services
4. Contract Description: Lift Station B-01 Rehabilitation	
5. Contract Monitor: Jennifer Thomas	**7. Contract Type:**
6. Dept/Office Director: James Helmer	CONSTRUCTION

SECTION II – REVIEW AND APPROVAL TO ADVERTISE

COUNTY OFFICE	APPROVAL YES	APPROVAL NO	SIGNATURE	DATE
User Agency	✓		James Helmer	05/01/2018
Risk Management				05/24/2018
County Attorney				05/23/2018

SECTION III – REVIEW AND APPROVAL TO EXECUTE

COUNTY OFFICE	APPROVAL YES	APPROVAL NO	SIGNATURE	DATE
User Agency	✓		James Helmer	08/15/2018
Risk Management	✓		Matt Lairsey	05/24/2018
County Attorney	✓		Soss, Matthew	05/23/2018

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	
Department	
Program	
Contact Name	
Cost Center, Fund, and G/L Account	
Vendor Information (SAP Vendor #)	
Contract Status	
Contract Title	
Contract Type	
Contract Amount	
Storage Location (SAP)	
Contract Approval Date	
Contract Effective Date	
Contract Expiration Date	
Contract Absolute End Data (No Additional Renewals/Extensions)	
Material Group	
Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management Approval; Signed/Executed Contract)	
"Right To Audit" Clause Included in Contract	
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	

SECTION 00500

CONTRACT

THIS CONTRACT, made and entered into this 8th day of August, 2018 by and between the Brevard County, Florida Board of County Commissioners, a political subdivision of the State of Florida (hereinafter called the Owner), and L7 Construction, Inc., a Florida Corporation doing business at 3840 St. Johns Parkway Sanford, Florida 32771 (hereinafter called the "Contractor").

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1.01 SCOPE OF THE WORK

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work shown on the Drawings and described in the Specifications entitled,

Lift Station B-01 Rehabilitation

as prepared by HDR Engineering, Inc., acting as, and in the Contract Documents entitled, the Engineer, and shall do everything required by this Contract and the other Contract Documents.

1.02 THE CONTRACT SUM

A. The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, as follows:

B. Based upon the price shown in the Contractor's Bid heretofore submitted to the Owner, which Bid is a part of these Contract Documents, the aggregate amount of this Contract is the sum of Seven Hundred Forty Two Thousand Four Hundred Seven Dollars ($742,407).

1.03 COMMENCEMENT AND COMPLETION OF WORK

A. The Contractor shall commence work within 10 calendar days after the start of the Contract Time identified on the Notice to Proceed.

B. The Contractor shall prosecute the Work with faithfulness and diligence and shall complete the Work no later than **120 days** after the date specified in the Notice to Proceed.

1.04 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

A. The Contractor hereby agrees that Contractor has carefully examined the surface of the site and has made sufficient reasonable test holes, or other surface and subsurface investigations and is fully satisfied that said site is a correct and suitable one for this work and Contractor assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the Owner than against the Contractor and Contractor's Surety.

B. Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the Owner and such decision shall be final and binding upon all parties. If the ambiguity or uncertainty could have been identified during the Bidding process, such discrepancy or inconsistency shall not serve as a claim for additional time or money.

C. It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the Owner, or by any agent or representative as being in compliance with the terms of this Contract or with the Drawings, and Specifications covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, or the Drawings and Specifications covering said work; and that the Owner may require the Contractor and Surety to strictly comply with this Contract and the Drawings and Specifications; and that the Owner may require the Contractor and the Surety to repair, replace, restore any and all of said work and materials which within a period of two years from and after the date of the acceptance of work are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to material or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. Failure on the part of the Contractor or Contractor's Surety, immediately after Notice to either repair or replace any such defective materials and workmanship shall entitle the Owner, if the Owner sees fit, to replace or repair the same and recover the reasonable cost of such replacement or repair from the Contractor and Surety who, shall in any event be jointly and severally liable to the Owner by reason of the Contractor's breach of this Contract or Contractor's failure to comply strictly with this Contract and with the Drawings and Specifications.

1.05 LIQUIDATED DAMAGES

A. Both parties recognize that precise actual damages for delay are impossible to determine. The parties therefore agree to fix liquidated damages for delay in the Substantial Completion of the Project, as that term is more fully defined in Section 00700 of this Contract. **As a condition precedent to the issuance of the Notice to Proceed, a written addendum setting forth a reasonable date by which the Contractor must realize Substantial Completion shall be executed by the Contractor and the Owner. The reasonable Substantial Completion date set forth in the addendum shall be determined by the Owner's Engineer after consultation with the Contractor.**

On the Substantial Completion date, or such revised Substantial Completion date of the Project as may occur because of an authorized written Change Order of contract time for Substantial

Completion, all essential elements of the Project must be ready for their intended use. Therefore, the agreed upon liquidated damages for failure to substantially complete the essential elements of the Project by the Substantial Completion date shall be $100.00 per day for each calendar day of delay in the Substantial Completion of the work, beyond the Substantial Completion date, up to but not including the date the Project is deemed substantially complete by the Owner's Engineer.

B. The liquidated damages for delay in the completion or construction of non-essential elements of the Project after the date of Substantial Completion is fixed at $75.00 per calendar day.

C. Final completion must occur within 14 days after the Project is deemed substantially complete by the Owner's Engineer. The liquidated damages for delay of final completion of the Project beyond the established date are fixed at $50.00 per calendar day.

D. This liquidated damages clause applies only to delay claims arising out of the Contractor's failure to timely perform the work required under the Contract. Nothing in this liquidated damages provision shall be deemed to preclude the prosecution of a claim for actual damages involving defects in the work, breach of contract or any other claim for damages not involving a claim based solely on delay caused by the Contractor's untimely performance of the work.

E. For each day that any part of the work remains uncompleted after the expiration of the time allowed for completion of the work stipulated in the Contract or as increased by an authorized written Change Order, the sum per day set forth in the applicable subparagraph A, B or C above, shall be deducted from any moneys due the Contractor, or if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the Surety, or from both. The amount of these deductions are to cover liquidated damages to the Owner incurred by additional and other expenses due to the failure of the Contractor to complete the work or any part of the work within the completion time specified in subparagraph A, B or C, whichever is applicable, and such deductions are not to be considered as penalties.

1.06 PARTIAL AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:

A. The Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner's Engineer, pursuant to provisions of Section 219.70, Florida Statutes, Florida Prompt Payment Act, less five percent (5%) of the amount of such estimate which is to be retained by the Owner until all work has been performed strictly in accordance with this Contract and until such work has been accepted by the Owner. The Owner shall not be responsible for payment to the Contractor for delays.

B. Upon receipt of the payment bond Surety's written consent to the release of final payment to the Contractor who has furnished and recorded a payment bond and after all guarantees that may be required in the specifications have been furnished and are found acceptable by the Owner, final payment on account of this Contract shall be made within twenty (20) days after completion by the Contractor of all work covered by this Contract and acceptance of such work by the Owner. If the payment bond surety serves a written revocation of consent to payment or a written direction that the COUNTY withhold a specified amount from a payment, the COUNTY shall withhold

from the final payment the amount specified by the payment bond Surety.

1.07 ADDITIONAL BOND

A. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the Performance and Payment Bonds hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the Work, the Contractor shall, at Contractor's expense, and within three days after the receipt of Notice from the Owner to do so, furnish an additional bond or bonds, in such form and amount, and with such sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

1.08 CONTRACT DOCUMENTS

A. The Contract Documents are those referenced in Section 00700 of the Contract in Article 1 entitled "Definitions", as set forth in the Instructions to Bidders, which may or may not be attached hereto, and such contract documents also include any approved and fully executed change or task orders. All of the above described contract documents are incorporated as a part of this Contract as if set forth in full herein.

IN WITNESS WHEREOF the parties hereto have executed this Contract on the dates indicated below:*

Attest:

Scott Ellis, Clerk

Seal

Board of County Commissioners of
Brevard County, Florida (Owner)

By: _____
Rita Pritchett, Chair

Date: _____

As approved by the Board on:

September 26, 2017

L7 Construction, Inc.
Contractor

Date: August 8th, 2018

By: Brett Lefever
(Printed Name)

Signature: _____

Title: President

_____(Seal)

Reviewed for legal form and content:

_____
(Assistant) County Attorney

(*) In the event that the Contractor is a Corporation, there shall be attached to the Contract a certified copy of a resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf.

CERTIFICATE

STATE OF FLORIDA

COUNTY OF Seminole

I HEREBY CERTIFY that a meeting of the Board of Directors of LT construction, a Corporation under the laws of the State of Florida, held on Oct. 1st, 2017, the following resolution was duly passed and adopted:

"RESOLVED, that Brett Lefever, as acting President of the Corporation, be and he is hereby authorized to execute the Contract dated August 8, 2018, also known as "Lift Station B-01 Rehabilitation", between BREVARD COUNTY, FLORIDA, and this Corporation, and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 13th day of August, 2018.

Secretary

END OF SECTION

STANDARD APPRAISAL AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2018, by and between BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County" and THE APPRAISAL GROUP OF CENTRAL FLORIDA, INC., hereinafter referred to as "Appraiser" whose address is 378 CenterPointe Circle, Suite 1286, Atlamonte Springs, Florida, 32701.

WITNESSETH:

I. BASIC SERVICES AND COMPENSATION

A. Description of Basic Services

1. Appraiser is hereby retained by County to perform appraisal services on a continuing basis. Work under this Agreement shall commence upon the following sequence of events. The Public Works Department shall submit written notification to the Appraiser describing the parameters of the project, the location and number of parcels, the type of appraisal required and announcing the availability of right-of-way maps, if applicable. Within fifteen (15) days, Appraiser shall review the notification, including the right-of-way maps; any other information deemed necessary, and submit a signed statement to the Public Works Department indicating the cost of services for the project and a fixed date for the delivery of the appraisals. Lump sum fees for projects shall estimate the number of hours necessary to complete the project. In the event the payment estimated exceeds the hourly rate provided in this Agreement, Board approval shall be required. Use of hourly rates shall be accompanied by an estimate of time necessary to complete the project. Upon provision of proper documentation, time overruns may be compensated up to ten percent (10%) without Board approval.

In the event the cost to complete the project is deemed acceptable, County shall provide a written Notice to Proceed to the Appraiser.

Upon receipt of the Notice to Proceed, Appraiser shall perform all services necessary, which shall include an estimate of market value for parcels. Appraiser shall furnish and provide a written report and

three (3) copies of the findings and conclusions to the Public Works Department within the time fixed for delivery as established by the Appraiser.

2. Appraiser shall perform all services and prepare all reports in accordance with generally accepted appraisal practice.

3. Where an appraisal has been requested, the Appraiser shall appraise and otherwise provide basic services for those parcels set forth and listed in the Notice to Proceed. In cases of partial taking, Appraiser shall also provide a complete before and after analysis of said parcel, i.e., the parent tract and the remainder as described on Exhibit A. Appraiser shall also provide and furnish a comparable sales data book and supplements thereto for multiple parcel contracts as described in Exhibit A, if deemed necessary by County.

4. Appraiser shall personally perform all of those services requiring the exercise of an appraiser's judgment of those services that require an appraiser's conclusion or opinion. Such services include but are not limited to the determination of appraisal approaches, highest and best use, probability of rezoning, comparability of sales, the verification of market data, (including motivation or arms length nature of sales), and correlation of market data or approaches to an estimate of market value.

5. Appraiser may utilize support or technical services, which may be performed by an individual other than appraiser, but must be performed under the Appraiser's supervision. Such services may include, but are not necessarily limited to a search of public records for sales data, and preliminary verification of sales, gathering of site, neighborhood or other area data, securing maps, plats, ordinances, zoning information or other documents, or any other service related to gathering or factual information.

6. Appraiser may employ qualified outside contractors, engineers, or acquire other professional services necessary to the completion of basic services outlined above providing the Appraiser secures the approval of the County to employ the professional or specialist prior to employment.

7. If appropriate, County shall provide the most current engineering plans to Appraiser within thirty (30) days of the Notice to Proceed

whenever a partial taking appraisal is requested. Failure of the County to provide such plans shall automatically extend the delivery date the number of days the County is late in providing copies of the plans to the Appraiser. In the event construction plans are not to be provided, the Notice to Proceed shall so state. Any amendments to the appraisal necessitated by subsequent production of construction plans by County shall be billed to County on an hourly basis as described herein. No penalty for late delivery of appraisal shall apply against Appraiser where the construction plans are subject to late delivery.

B. Negotiation Services

Appraiser shall, at the County's written request:

1. Negotiate with property owner (s) on behalf of the County.

2. Contact the property owner (s) and any and all parties involved in the negotiation (s) for purchase. Advise the County on property acquisition issues and assist with the acquisition process.

3. Services may include consultations with County staff.

The Appraiser shall comply with applicable provisions of S. 475.278. Florida Statutes.

C. Compensation for Basic Services

Hourly rate: The Appraiser shall be compensated at an hourly rate of $140.00 for MAI appraisers. For senior staff appraisers, the hourly rate shall be $95.00. For staff appraisers, the hourly rate shall be $75.00. For technical assistance, the hourly rate shall be $35.00. Alternatively, lump sum payment may be authorized per the Notice to Proceed as described in paragraph A.1. Lump sum fees shall include reimbursable expenses, which are further described.

The Appraiser shall be compensated for certain work-related expenditures not covered by fees for appraisal services, provided such expenditures are previously authorized by the County. The Appraiser will be reimbursed for such expenses including:

1. Expenses for document reproduction or other incidental expenses will be reimbursed on a direct cost basis.

2. Expenses for travel, transportation and subsistence outside the County limits will be reimbursed on a direct cost basis and consistent with Florida Statutes, Section 112.061.

Any proposed change in rates by the Appraiser shall be subject to the approval of the County. Either party may terminate this agreement if the rates are not mutually acceptable. 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 coming year.

II. UPDATE SERVICES AND COMPENSATION

A. Description of Appraisal Update Services

If notified in writing by the County, Appraiser shall update the estimate of market value for parcels set forth in a Notice to Proceed and furnish a written report and three (3) copies of the findings and conclusions to the Public Works Department for the purpose of negotiating with property owners, Order of Taking hearings or the Date of Deposit in an eminent domain proceeding.

B. Compensation for Updates at the Direction of the County

Appraiser shall be compensated, as described in Section I.C above, at an hourly rate of $140.00 for MAI appraisers. For senior staff appraisers, the hourly rate shall be $95.00. For staff appraisers, the hourly rate shall be $75.00. For technical assistance, the hourly rate shall be $35.00. Alternately, the Notice to Proceed may provide for lump sum payment for the updates according to the same restrictions described above.

III. REVISIONS AND CHANGES IN SCOPE OF SERVICES

Changes in scope or character of the services requested which result in the need for revisions to the appraisal or other work product or which require a change in the fees set forth in the Notice to Proceed, including changes in the County's requirements subsequent to the date of this Agreement, shall result in renegotiation of fees and supplemental written amendment to the Notice to Proceed. Appraiser shall furnish three (3) copies of any revised appraisal report to the Public Works Department.

IV. LITIGATION SERVICES AND COMPENSATION

A. Description of Litigation Services

If notified in writing by the County, the MAI Appraiser who prepared the appraisal or any other MAI, acceptable to the County, working for the Appraiser shall perform litigation services on all or any portion of those parcels set forth in the Notice to Proceed, which may include but are not necessarily limited to:

1. Pretrial or prehearing preparation;

2. Preparation of court exhibits;

3. Attendance at depositions, pretrial hearings, or other court hearings;

4. Appearance at order of taking hearing or trial;

5. Factual research necessary in the opinion of the trial attorney to successfully litigate and defend the County's position in court;

6. Preparation of amendments or revisions to the appraisal or preparation of alternative approaches to value based upon court orders or legal instructions by the assigned attorney; and

7. Any other services deemed necessary by the assigned attorney to successfully litigate and defend the County's position in court. The choice of the testifying Appraiser shall be left to the discretion of the County Attorney's Office.

B. Compensation for Litigation Services

Appraiser shall be compensated for litigation services as follows:

1. Appraiser shall be compensated at a flat rate of $140.00 per hour up to a maximum of ten hours per day for those services requiring the exercise of the Appraiser's judgment or which require an appraiser's conclusion or opinion, unless additional time per day is requested and approved by the trial attorney.

2. Appraiser shall be compensated at a flat rate of $35.00 per hour up to a maximum of ten hours per day for those services requiring the mere gathering of factual data and which may be performed by an individual other than an appraiser.

3. All other costs and expenses shall be reimbursed as provided herein above.

V. METHOD OF PAYMENT

A. Appraiser shall submit signed invoices.

B. Invoices shall be submitted to the Public Works Department upon delivery of the completed appraisals.

C. Invoices shall include a breakdown and description of work billed and personnel identified unless a lump sum approach is used.

D. Failure to correct appraisal deficiencies within thirty (30) days of notification by the County will require the Appraiser to update the appraisal without additional cost to the County, unless an extension of time is granted in writing by the County. The date of valuation shall be not more than ten (10) days prior to receipt of the updated appraisal report by the County.

E. The County shall review, accept and approve reports made and services performed under this agreement within sixty (60) days of receipt thereof. A report requiring corrections to comply with the County's requirements shall be accepted and approved within sixty (60) days of receipt of the corrected report.

F. Appraiser shall maintain in his place of business detailed time records of all per hour work performed for update services or litigation services under the terms of this Agreement. Time records shall clearly set forth in an organized and legible manner sufficient for postaudit and preaudit by date, the type of services performed with specificity, individual actually performing said services, and the amount of time spent performing said services. Such records shall be available for inspection by the County during normal business hours.

G. The County reserves the right to refuse payment if invoices are not submitted within sixty (60) days of the delivery date, in detail sufficing for preaudit and postaudit thereof.

VI DELIVERY DATE

A. Appraiser shall complete basic services and submit complete written appraisal report to the County on the appraisal delivery date set forth in the Notice to Proceed. On receipt of a written letter from the Appraiser explaining circumstances beyond the control of the Appraiser will delay delivery of work on the due date, the County may write a "Letter of Extension" extending the due date set forth in the Notice to Proceed for

basic services, any due date for update services set by letter of authorization, or any due date established by supplemental agreement, provided there are no changes in compensation or scope of work.

B. Appraiser shall complete update services and submit complete written appraisal report to the County on the delivery date set forth in the County's written letter of authorization for such services. In no event shall such letter of authorization require a delivery date of less than thirty (30) days from date of such letter without agreement by the parties.

VII DATE OF VALUATION

A. The date of valuation for basic services and for non-court updates shall be the last date of the Appraiser's inspection of property and shall be dated no more than twenty (20) days prior to receipt of the appraisal report by the County.

B. On appraisals for eminent domain proceedings under Florida Statutes, Chapter 74, the date of valuation for updates for order of taking hearings shall relate to the date of testimony before the court. The date of valuation for updates or trial testimony after deposit of monies into the court registry shall relate to the date of such deposit. The Appraiser shall be instructed as to the current date or to appraise as of a certain date. If no value date is specified, then valuation of a current date is assumed.

C. In eminent domain proceeds under Florida Statutes, Chapter 73, the date of valuation shall relate to the date of testimony before the court or jury.

VIII PREAUDIT REVIEW

At the County's request, the appraisal may be provided to the Clerk of the Circuit Court by the County for purposes of allowing a preaudit review of expenditures that may be based upon the appraisal. The appraiser will respond to any questions at no additional cost to the County.

IX DURATION OF AGREEMENT

This agreement shall remain in full force and effect for a period of one (1) year after the final date of execution, with an option of (4) four additional (1) year renewals, although actual completion of the services hereunder may extend beyond such term, or unless this agreement is terminated by mutual consent of the parties hereto or as otherwise provided herein. The performance of specifically and properly authorized projects may extend beyond the Agreement's

effective term and shall be compensated in accordance with the terms of this agreement as set out hereinabove.

X INDEMNIFICATION AND INSURANCE

The Appraiser shall provide the following described insurance policies with insurers acceptable to the County. The Appraiser shall provide and maintain, at all times during the term of the Agreement, without cost or expense to the County, policies of insurance generally known as comprehensive general liability insurance and professional liability insurance and auto liability insurance. These policies of insurance shall cover the Appraiser 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 Appraiser. Said policies shall provide limits in the amount not less than $1,000,000.00 per occurrence, with the exception of Professional Liability, which shall provide limits of $1,000,000.00 per claim, to cover any and all claims arising in connection with any particular accident or occurrence. The Appraiser shall also provide and maintain Workers' Compensation insurance as required by Florida Statutes, Chapter 440. All policies shall endorsed to provide the County thirty (30) days prior written notice of any changes or cancellations of said policies. Certificates of insurance will be provided and maintained with the County throughout the term of this Agreement. Certificates for Professional Liability Insurance, if written on a "claims made" basis, shall further be maintained for four (4) years after the term of this agreement. These insurance requirements shall not relieve or limit the liability of the Appraiser. The County does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the Appraiser's interests or liabilities, but are merely minimums.

The Appraiser agrees to indemnify and hold the County harmless against liability for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use and reasonable attorneys' fees, resulting therefrom to the extent caused by negligent acts, errors or omissions of the Appraiser. The Appraiser shall perform its services with the standard of care and skill ordinarily performed by like professionals, performing similar work, under similar conditions, in the same geographic area.

XI CONFIDENTIALITY

Appraiser shall not disclose to third parties confidential factual matters provided by the County unless required or authorized by statute, ordinance or order of

court, or as authorized by the County. Appraiser shall notify County immediately of any request for such information.

XII PUBLIC RECORDS

Pursuant to Section 119.0701, 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 Appraiser of the request and the Appraiser must provide the records to the County or allow the records to be inspected or copied within twenty-four (24) hours (not including weekends and legal holidays) of the request so the County can comply with the requirements of Sections 119.07. The Appraiser may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

If the Appraiser fails to provide the requested public records to the County within a reasonable time, the Appraiser may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. Sections 119.0701, 119.110. The Appraiser's failure to comply with public records requests is considered a material breach of this Agreement and grounds for termination.

Should the County face any legal action to enforce inspection or production of the records within the Appraiser's possession and control, the Appraiser agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Appraiser shall hire and compensate attorney(s) to represent the Appraiser and County in defending such action. The Appraiser shall pay all costs to defend such action and any costs and attorneys fess awarded pursuant to Section 119.12.

IF THE APPRAISER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE APPRAISER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Robert Hendricks at 321-617-7202 or robert.hendricks@brevardfl.gov

XIII COMPLIANCE WITH FEDERAL LAW

A. Nondiscrimination

With regard to the work performed by the Appraiser after award and prior to completion of the contract work, Appraiser shall not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of subcontractors including procurement of materials and leases of equipment. Appraiser shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices when the contract covers the program set forth in Appendix B of the Regulations.

B. Solicitations for Subcontracts Including Procurements of Material and Equipment

In all solicitations made by competitive bidding or by negotiation made by the Appraiser for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the Appraiser of the Appraiser's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, religion, sex or national origin.

C. Information Reports

Appraiser shall provide all information and reports required by the County and shall permit access to the Appraiser's books, records, accounts, or other sources of information and its facilities as may be determined by the County or U.S. Department of Transportation, to be pertinent to ascertain compliance with County requirements. Where any information required of the Appraiser is in the exclusive possession of another who fails or refuses to furnish this information, the Appraiser shall certify to the County as appropriate, and shall set forth what efforts the Appraiser has made to obtain the information.

D. Sanctions for noncompliance

In the event of the Appraiser's noncompliance with the nondiscrimination provisions of this contract, County shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

1. Withholding payment to the Appraiser under contract until Appraiser complies, and/or

2. Cancellation, termination or suspension of the Agreement, in whole or in part.

E. Certification of Qualifications

Appraiser certified that Appraiser is qualified to appraise real estate in the State of Florida, pursuant to Florida Statutes, Chapter 475, and warrants to indemnify, defend and hold and save the County harmless from any and all losses that may be occasioned or suffered by the County as a result of the Appraiser's failure to be so qualified.

F. Quality Control

The Appraiser agrees to perform with 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 data analysis is found to be accurate, reasonable and in conformance with the generally accepted appraisal standards, the Appraiser shall be compensated for work performed in accordance with the terms of this agreement as outlined hereinabove.

G. Non-exclusive Agreement

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

H. Truth in Negotiations

In accordance with the provisions of Florida Statutes, Chapter 287.055, the Appraiser agrees to execute a Truth in Negotiations Certificate 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. Appraiser hereby agrees to fully execute the Truth-in-Negotiation certification, which is attached hereto as Exhibit C and incorporated herein by this reference.

I. Public Entity Crimes Affidavit

Appraiser hereby agrees to comply with the requirements of Florida Statutes, Section 287.132(3)(d), concerning the convicted vendor listing and all aspects of the statute.

XIV LAW TO GOVERN AGREEMENT

This Agreement is executed in duplicate originals and the laws of the State of Florida shall govern the construction and interpretation thereof.

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. Any trial shall be non-jury and each party shall bear its own attorney's costs and fees.

XV RIGHT TO AUDIT RECORDS

In performance of this Agreement, the Appraiser shall keep books, records, and accounts of all activities related to this Contract in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Appraiser in conjunction with this Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County. The Appraiser shall retain all documents, books and records for a period of five (5) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and Ch. 119, Florida Statutes. All records or documents created by or provided to the Appraiser by the County in connection with this Agreement are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the County in a format compatible with the information technology systems of the County.

The Appraiser shall ensure that public records which 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 and following termination of the Agreement if the Appraiser does not transfer the records to the public agency. In lieu of retaining all public records upon termination of this Agreement, the Appraiser may transfer, at no cost to the County, all public records in possession of the Appraiser. If the Appraiser transfers all public records to the County upon termination of the Agreement, the Appraiser shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

XVII MODIFICATIONS TO CONTRACT

This Agreement, together with any exhibits, task assignments and schedules constitute the entire contract between the County and the Appraiser and supersedes all prior written or oral understandings. This Agreement and any

exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

XVIII INDEPENDENT CONTRACTOR

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

XIX WAIVER

No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation.

XX SEVERABILITY

In the event a court of competent jurisdiction determines any sentence, provision, paragraph or section of this Agreement to be null and void, the remaining parts of this Agreement shall continue in full force and effect as though such sentence, provision, paragraph or section had been omitted from said Agreement.

XXI ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement between the parties with respect to the matters addressed herein and supersedes any prior agreements or understandings. Any prior understanding or representation of any kind, relating to the matters addressed herein, preceding the date of this Agreement shall not be binding upon either party and is expressly terminated by the execution of this Agreement.

----- Signatures on next page -----

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month and year set out above.

ATTEST:

Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Rita Pritchett, Chair
As approved by the Board on 09-20-2016
Date: _____

Reviewed for form and content:

Assistant County Attorney

THE APPRAISAL GROUP OF CENTRAL FLORIDA, INC.

Candace Perry-Caballero
Candace Perry-Caballero

Richard MacMillan, MAI (President)
Date: 5-22-18

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF Seminole

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Richard MacMillan and _____ to me known to be the President and _____ of The Appraisal Group of Central Florida, Inc. who executed the foregoing instrument, and they acknowledged before me that they executed the same.

WITNESS my hand and affixed seal this 22 day of May, 2018.

CANDICE PERRY-CABALLERO
Notary Public, State of Florida
My Comm. Expires Feb. 21, 2021
No. GG 75550

Candice Perry Caballero
(Notary)

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WITNESSETH:

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A. Description of Basic Services

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2. Preparation of court exhibits;

3. Attendance at depositions, pretrial hearings, or other court hearings;

4. Appearance at order of taking hearing or trial;

5. Factual research necessary in the opinion of the trial attorney to successfully litigate and defend the County's position in court;

6. Preparation of amendments or revisions to the appraisal or preparation of alternative approaches to value based upon court orders or legal instructions by the assigned attorney; and

7. Any other services deemed necessary by the assigned attorney to successfully litigate and defend the County's position in court. The choice of the testifying Appraiser shall be left to the discretion of the County Attorney's Office.

B. Compensation for Litigation Services

Appraiser shall be compensated for litigation services as follows:

1. Appraiser shall be compensated at a flat rate of $160.00 per hour up to a maximum of ten hours per day for those services requiring the exercise of the Appraiser's judgment or which require an appraiser's conclusion or opinion, unless additional time per day is requested and approved by the trial attorney.

2. Appraiser shall be compensated at a flat rate of $100.00 per hour up to a maximum of ten hours per day for those services requiring the mere gathering of factual data and which may be performed by an individual other than an appraiser.

3. All other costs and expenses shall be reimbursed as provided herein above.

V. METHOD OF PAYMENT

A. Appraiser shall submit signed invoices.

B. Invoices shall be submitted to the Public Works Department upon delivery of the completed appraisals.

C. Invoices shall include a breakdown and description of work billed and personnel identified unless a lump sum approach is used.

D. Failure to correct appraisal deficiencies within thirty (30) days of notification by the County will require the Appraiser to update the appraisal without additional cost to the County, unless an extension of time is granted in writing by the County. The date of valuation shall be not more than ten (10) days prior to receipt of the updated appraisal report by the County.

E. The County shall review, accept and approve reports made and services performed under this agreement within sixty (60) days of receipt thereof. A report requiring corrections to comply with the County's requirements shall be accepted and approved within sixty (60) days of receipt of the corrected report.

F. Appraiser shall maintain in his place of business detailed time records of all per hour work performed for update services or litigation services under the terms of this Agreement. Time records shall clearly set forth in an organized and legible manner sufficient for postaudit and preaudit by date, the type of services performed with specificity, individual actually performing said services, and the amount of time spent performing said services. Such records shall be available for inspection by the County during normal business hours.

G. The County reserves the right to refuse payment if invoices are not submitted within sixty (60) days of the delivery date, in detail sufficing for preaudit and postaudit thereof.

VI DELIVERY DATE

A. Appraiser shall complete basic services and submit complete written appraisal report to the County on the appraisal delivery date set forth in the Notice to Proceed. On receipt of a written letter from the Appraiser explaining circumstances beyond the control of the Appraiser will delay delivery of work on the due date, the County may write a "Letter of Extension" extending the due date set forth in the Notice to Proceed for basic services, any due date for update services set by letter of authorization, or any due date established by supplemental agreement, provided there are no changes in compensation or scope of work.

B. Appraiser shall complete update services and submit complete written appraisal report to the County on the delivery date set forth in the County's written letter of authorization for such services. In no event shall such letter of authorization require a delivery date of less than thirty (30) days from date of such letter without agreement by the parties.

VII DATE OF VALUATION

A. The date of valuation for basic services and for non-court updates shall be the last date of the Appraiser's inspection of property and shall be dated no more than twenty (20) days prior to receipt of the appraisal report by the County.

B. On appraisals for eminent domain proceedings under Florida Statutes, Chapter 74, the date of valuation for updates for order of taking hearings shall relate to the date of testimony before the court. The date of valuation for updates or trial testimony after deposit of monies into the court registry shall relate to the date of such deposit. The Appraiser shall be instructed as to the current date or to appraise as of a certain date. If no value date is specified, then valuation of a current date is assumed.

C. In eminent domain proceeds under Florida Statutes, Chapter 73, the date of valuation shall relate to the date of testimony before the court or jury.

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At the County's request, the appraisal may be provided to the Clerk of the Circuit Court by the County for purposes of allowing a preaudit review of expenditures that may be based upon the appraisal. The appraiser will respond to any questions at no additional cost to the County.

IX DURATION OF AGREEMENT

This agreement shall remain in full force and effect for a period of one (1) year after the final date of execution, with an option of (4) four additional (1) year renewals, although actual completion of the services hereunder may extend beyond such term, or unless this agreement is terminated by mutual consent of the parties hereto or as otherwise provided herein. The performance of specifically and properly authorized projects may extend beyond the Agreement's effective term and shall be compensated in accordance with the terms of this agreement as set out hereinabove.

X INDEMNIFICATION AND INSURANCE

The Appraiser shall provide the following described insurance policies with insurers acceptable to the County. The Appraiser shall provide and maintain, at all times during the term of the Agreement, without cost or expense to the County, policies of insurance generally known as comprehensive general liability insurance and professional liability insurance and auto liability insurance. These policies of insurance shall cover the Appraiser 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 Appraiser. Said policies shall provide limits in the amount not less than $1,000,000.00 per occurrence, with the exception of Professional Liability, which shall provide limits of $1,000,000.00 per claim, to cover any and all claims arising in connection with any particular accident or occurrence. The Appraiser shall also provide and maintain Workers' Compensation insurance as required by Florida Statutes, Chapter 440. All policies shall endorsed to provide the County thirty (30) days prior written notice of any changes or cancellations of said policies. Certificates of insurance will be provided and maintained with the County throughout the term of this Agreement. Certificates for Professional Liability Insurance, if written on a "claims made" basis, shall further be maintained for four (4) years after the term of this agreement. These insurance requirements shall not relieve or limit the liability of the Appraiser. The County does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the Appraiser's interests or liabilities, but are merely minimums.

The Appraiser agrees to indemnify and hold the County harmless against liability for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use and reasonable attorneys' fees, resulting therefrom to the extent caused by negligent acts, errors or omissions of the Appraiser. The Appraiser shall perform its services with the standard of care and skill ordinarily performed by like professionals, performing similar work, under similar conditions, in the same geographic area.

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Appraiser shall not disclose to third parties confidential factual matters provided by the County unless required or authorized by statute, ordinance or order of court, or as authorized by the County. Appraiser shall notify County immediately of any request for such information.

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Pursuant to Section 119.0701, 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 Appraiser of the request and the Appraiser must provide the records to the County or allow the records to be inspected or copied within twenty-four (24) hours (not including weekends and legal holidays) of the request so the County can comply with the requirements of Sections 119.07. The Appraiser may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

If the Appraiser fails to provide the requested public records to the County within a reasonable time, the Appraiser may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. Sections 119.0701, 119.110. The Appraiser's failure to comply with public records requests is considered a material breach of this Agreement and grounds for termination.

Should the County face any legal action to enforce inspection or production of the records within the Appraiser's possession and control, the Appraiser agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Appraiser shall hire and compensate attorney(s) to represent the Appraiser and County in defending such action. The Appraiser shall pay all costs to defend such action and any costs and attorneys fess awarded pursuant to Section 119.12.

IF THE APPRAISER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE APPRAISER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Robert Hendricks at 321-617-7202 or robert.hendricks@brevardfl.gov

XIII COMPLIANCE WITH FEDERAL LAW

A. Nondiscrimination

With regard to the work performed by the Appraiser after award and prior to completion of the contract work, Appraiser shall not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of subcontractors including procurement of materials and leases of equipment. Appraiser shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices when the contract covers the program set forth in Appendix B of the Regulations.

B. Solicitations for Subcontracts Including Procurements of Material and Equipment

In all solicitations made by competitive bidding or by negotiation made by the Appraiser for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the Appraiser of the Appraiser's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, religion, sex or national origin.

C. Information Reports

Appraiser shall provide all information and reports required by the County and shall permit access to the Appraiser's books, records, accounts, or other sources of information and its facilities as may be determined by the County or U.S. Department of Transportation, to be pertinent to ascertain compliance with County requirements. Where any information required of the Appraiser is in the exclusive possession of another who fails or refuses to furnish this information, the Appraiser shall certify to the County as appropriate, and shall set forth what efforts the Appraiser has made to obtain the information.

D. Sanctions for noncompliance

In the event of the Appraiser's noncompliance with the nondiscrimination provisions of this contract, County shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

1. Withholding payment to the Appraiser under contract until Appraiser complies, and/or

2. Cancellation, termination or suspension of the Agreement, in whole or in part.

E. Certification of Qualifications

Appraiser certified that Appraiser is qualified to appraise real estate in the State of Florida, pursuant to Florida Statutes, Chapter 475, and warrants to indemnify, defend and hold and save the County harmless from any and all losses that may be occasioned or suffered by the County as a result of the Appraiser's failure to be so qualified.

F. Quality Control

The Appraiser agrees to perform with 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 data analysis is found to be accurate, reasonable and in conformance with the generally accepted appraisal standards, the Appraiser shall be compensated for work performed in accordance with the terms of this agreement as outlined hereinabove.

G. Non-exclusive Agreement

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

H. Truth in Negotiations

In accordance with the provisions of Florida Statutes, Chapter 287.055, the Appraiser agrees to execute a Truth in Negotiations Certificate 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. Appraiser hereby agrees to fully execute the Truth-in-Negotiation certification, which is attached hereto as Exhibit C and incorporated herein by this reference.

I. Public Entity Crimes Affidavit

Appraiser hereby agrees to comply with the requirements of Florida Statutes, Section 287.132(3)(d), concerning the convicted vendor listing and all aspects of the statute.

XIV LAW TO GOVERN AGREEMENT

This Agreement is executed in duplicate originals and the laws of the State of Florida shall govern the construction and interpretation thereof.

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. Any trial shall be non-jury and each party shall bear its own attorney's costs and fees.

XV RIGHT TO AUDIT RECORDS

In performance of this Agreement, the Appraiser shall keep books, records, and accounts of all activities related to this Contract in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Appraiser in conjunction with this Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County. The Appraiser shall retain all documents, books and records for a period of five (5) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and Ch. 119, Florida Statutes. All records or documents created by or provided to the Appraiser by the County in connection with this Agreement are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the County in a format compatible with the information technology systems of the County.

The Appraiser shall ensure that public records which 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 and following termination of the Agreement if the Appraiser does not transfer the records to the public agency. In lieu of retaining all public records upon termination of this Agreement, the Appraiser may transfer, at no cost to the County, all public records in possession of the Appraiser. If the Appraiser transfers all public records to the County upon termination of the Agreement, the Appraiser shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

XVII MODIFICATIONS TO CONTRACT

This Agreement, together with any exhibits, task assignments and schedules constitute the entire contract between the County and the Appraiser and supersedes all prior written or oral understandings. This Agreement and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

XVIII INDEPENDENT CONTRACTOR

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

XIX WAIVER

No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation.

XX SEVERABILITY

In the event a court of competent jurisdiction determines any sentence, provision, paragraph or section of this Agreement to be null and void, the remaining parts of this Agreement shall continue in full force and effect as though such sentence, provision, paragraph or section had been omitted from said Agreement.

XXI ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement between the parties with respect to the matters addressed herein and supersedes any prior agreements or understandings. Any prior understanding or representation of any kind, relating to the matters addressed herein, preceding the date of this Agreement shall not be binding upon either party and is expressly terminated by the execution of this Agreement.

----- Signatures on next page -----

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month and year set out above.

ATTEST:

Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Rita Pritchett, Chair
As approved by the Board on 09-20-2016
Date: _____

Reviewed for form and content:

Assistant County Attorney

CALLAWAY & PRICE, INC.

Curtis Phillips, MAI (Vice President)
Date: 6/5/2018

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF Brevard

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Curtis Phillips and _____ to me known to be the Vice President and _____ of Callaway and Price who executed the foregoing instrument, and they acknowledged before me that they executed the same.

WITNESS my hand and affixed seal this 5th day of June, 2018.

S. HARTLEY
MY COMMISSION # FF 168236
EXPIRES: January 23, 2019
Bonded Thru Notary Public Underwriters

_____
(Notary)

STANDARD APPRAISAL AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2018, by and between BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County" and W.H. BENSON & COMPANY, hereinafter referred to as "Appraiser" whose address is 4780 Dairy Road, Unit #103, Melbourne, FL 32904.

WITNESSETH:

I. BASIC SERVICES AND COMPENSATION

A. Description of Basic Services

1. Appraiser is hereby retained by County to perform appraisal services on a continuing basis. Work under this Agreement shall commence upon the following sequence of events. The Public Works Department shall submit written notification to the Appraiser describing the parameters of the project, the location and number of parcels, the type of appraisal required and announcing the availability of right-of-way maps, if applicable. Within fifteen (15) days, Appraiser shall review the notification, including the right-of-way maps; any other information deemed necessary, and submit a signed statement to the Public Works Department indicating the cost of services for the project and a fixed date for the delivery of the appraisals. Lump sum fees for projects shall estimate the number of hours necessary to complete the project. In the event the payment estimated exceeds the hourly rate provided in this Agreement, Board approval shall be required. Use of hourly rates shall be accompanied by an estimate of time necessary to complete the project. Upon provision of proper documentation, time overruns may be compensated up to ten percent (10%) without Board approval.

In the event the cost to complete the project is deemed acceptable, County shall provide a written Notice to Proceed to the Appraiser.

Upon receipt of the Notice to Proceed, Appraiser shall perform all services necessary, which shall include an estimate of market value for parcels. Appraiser shall furnish and provide a written report and three (3) copies of the findings and conclusions to the Public Works

Department within the time fixed for delivery as established by the Appraiser.

2. Appraiser shall perform all services and prepare all reports in accordance with generally accepted appraisal practice.

3. Where an appraisal has been requested, the Appraiser shall appraise and otherwise provide basic services for those parcels set forth and listed in the Notice to Proceed. In cases of partial taking, Appraiser shall also provide a complete before and after analysis of said parcel, i.e., the parent tract and the remainder as described on Exhibit A. Appraiser shall also provide and furnish a comparable sales data book and supplements thereto for multiple parcel contracts as described in Exhibit A, if deemed necessary by County.

4. Appraiser shall personally perform all of those services requiring the exercise of an appraiser's judgment of those services that require an appraiser's conclusion or opinion. Such services include but are not limited to the determination of appraisal approaches, highest and best use, probability of rezoning, comparability of sales, the verification of market data, (including motivation or arms length nature of sales), and correlation of market data or approaches to an estimate of market value.

5. Appraiser may utilize support or technical services, which may be performed by an individual other than appraiser, but must be performed under the Appraiser's supervision. Such services may include, but are not necessarily limited to a search of public records for sales data, and preliminary verification of sales, gathering of site, neighborhood or other area data, securing maps, plats, ordinances, zoning information or other documents, or any other service related to gathering or factual information.

6. Appraiser may employ qualified outside contractors, engineers, or acquire other professional services necessary to the completion of basic services outlined above providing the Appraiser secures the approval of the County to employ the professional or specialist prior to employment.

7. If appropriate, County shall provide the most current engineering plans to Appraiser within thirty (30) days of the Notice to Proceed whenever a partial taking appraisal is requested. Failure of the

County to provide such plans shall automatically extend the delivery date the number of days the County is late in providing copies of the plans to the Appraiser. In the event construction plans are not to be provided, the Notice to Proceed shall so state. Any amendments to the appraisal necessitated by subsequent production of construction plans by County shall be billed to County on an hourly basis as described herein. No penalty for late delivery of appraisal shall apply against Appraiser where the construction plans are subject to late delivery.

B. Negotiation Services

Appraiser shall, at the County's written request:

1. Negotiate with property owner (s) on behalf of the County.

2. Contact the property owner (s) and any and all parties involved in the negotiation (s) for purchase. Advise the County on property acquisition issues and assist with the acquisition process.

3. Services may include consultations with County staff.

The Appraiser shall comply with applicable provisions of S. 475.278. Florida Statutes.

C. Compensation for Basic Services

Hourly rate: The Appraiser shall be compensated at an hourly rate of $175.00 for MAI appraisers. For senior staff appraisers, the hourly rate shall be $125.00. For staff appraisers, the hourly rate shall be $100.00. For technical assistance, the hourly rate shall be $50.00. Alternatively, lump sum payment may be authorized per the Notice to Proceed as described in paragraph A.1. Lump sum fees shall include reimbursable expenses, which are further described.

The Appraiser shall be compensated for certain work-related expenditures not covered by fees for appraisal services, provided such expenditures are previously authorized by the County. The Appraiser will be reimbursed for such expenses including:

1. Expenses for document reproduction or other incidental expenses will be reimbursed on a direct cost basis.

2. Expenses for travel, transportation and subsistence outside the County limits will be reimbursed on a direct cost basis and consistent with Florida Statutes, Section 112.061.

Any proposed change in rates by the Appraiser shall be subject to the approval of the County. Either party may terminate this agreement if the rates are not mutually acceptable. 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 coming year.

II. UPDATE SERVICES AND COMPENSATION

A. Description of Appraisal Update Services

If notified in writing by the County, Appraiser shall update the estimate of market value for parcels set forth in a Notice to Proceed and furnish a written report and three (3) copies of the findings and conclusions to the Public Works Department for the purpose of negotiating with property owners, Order of Taking hearings or the Date of Deposit in an eminent domain proceeding.

B. Compensation for Updates at the Direction of the County

Appraiser shall be compensated, as described in Section I.C above, at an hourly rate of $175.00 for MAI appraisers. For senior staff appraisers, the hourly rate shall be $125.00. For staff appraisers, the hourly rate shall be $100.00. For technical assistance, the hourly rate shall be $50.00. Alternately, the Notice to Proceed may provide for lump sum payment for the updates according to the same restrictions described above.

III. REVISIONS AND CHANGES IN SCOPE OF SERVICES

Changes in scope or character of the services requested which result in the need for revisions to the appraisal or other work product or which require a change in the fees set forth in the Notice to Proceed, including changes in the County's requirements subsequent to the date of this Agreement, shall result in renegotiation of fees and supplemental written amendment to the Notice to Proceed. Appraiser shall furnish three (3) copies of any revised appraisal report to the Public Works Department.

IV. LITIGATION SERVICES AND COMPENSATION

A. Description of Litigation Services

If notified in writing by the County, the MAI Appraiser who prepared the appraisal or any other MAI, acceptable to the County, working for the Appraiser shall perform litigation services on all or any portion of those parcels set forth in the Notice to Proceed, which may include but are not necessarily limited to:

1. Pretrial or prehearing preparation;

2. Preparation of court exhibits;

3. Attendance at depositions, pretrial hearings, or other court hearings;

4. Appearance at order of taking hearing or trial;

5. Factual research necessary in the opinion of the trial attorney to successfully litigate and defend the County's position in court;

6. Preparation of amendments or revisions to the appraisal or preparation of alternative approaches to value based upon court orders or legal instructions by the assigned attorney; and

7. Any other services deemed necessary by the assigned attorney to successfully litigate and defend the County's position in court. The choice of the testifying Appraiser shall be left to the discretion of the County Attorney's Office.

B. Compensation for Litigation Services

Appraiser shall be compensated for litigation services as follows:

1. Appraiser shall be compensated at a flat rate of $175.00 per hour up to a maximum of ten hours per day for those services requiring the exercise of the Appraiser's judgment or which require an appraiser's conclusion or opinion, unless additional time per day is requested and approved by the trial attorney.

2. Appraiser shall be compensated at a flat rate of $50.00 per hour up to a maximum of ten hours per day for those services requiring the mere gathering of factual data and which may be performed by an individual other than an appraiser.

3. All other costs and expenses shall be reimbursed as provided herein above.

V. METHOD OF PAYMENT

A. Appraiser shall submit signed invoices.

B. Invoices shall be submitted to the Public Works Department upon delivery of the completed appraisals.

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D. Failure to correct appraisal deficiencies within thirty (30) days of notification by the County will require the Appraiser to update the appraisal without additional cost to the County, unless an extension of time is granted in writing by the County. The date of valuation shall be not more than ten (10) days prior to receipt of the updated appraisal report by the County.

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basic services, any due date for update services set by letter of authorization, or any due date established by supplemental agreement, provided there are no changes in compensation or scope of work.

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With regard to the work performed by the Appraiser after award and prior to completion of the contract work, Appraiser shall not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of subcontractors including procurement of materials and leases of equipment. Appraiser shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices when the contract covers the program set forth in Appendix B of the Regulations.

B. Solicitations for Subcontracts Including Procurements of Material and Equipment

In all solicitations made by competitive bidding or by negotiation made by the Appraiser for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the Appraiser of the Appraiser's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, religion, sex or national origin.

C. Information Reports

Appraiser shall provide all information and reports required by the County and shall permit access to the Appraiser's books, records, accounts, or other sources of information and its facilities as may be determined by the County or U.S. Department of Transportation, to be pertinent to ascertain compliance with County requirements. Where any information required of the Appraiser is in the exclusive possession of another who fails or refuses to furnish this information, the Appraiser shall certify to the County as appropriate, and shall set forth what efforts the Appraiser has made to obtain the information.

D. Sanctions for noncompliance

In the event of the Appraiser's noncompliance with the nondiscrimination provisions of this contract, County shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

1. Withholding payment to the Appraiser under contract until Appraiser complies, and/or

2. Cancellation, termination or suspension of the Agreement, in whole or in part.

E. Certification of Qualifications

Appraiser certified that Appraiser is qualified to appraise real estate in the State of Florida, pursuant to Florida Statutes, Chapter 475, and warrants to indemnify, defend and hold and save the County harmless from any and all losses that may be occasioned or suffered by the County as a result of the Appraiser's failure to be so qualified.

F. Quality Control

The Appraiser agrees to perform with 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 data analysis is found to be accurate, reasonable and in conformance with the generally accepted appraisal standards, the Appraiser shall be compensated for work performed in accordance with the terms of this agreement as outlined hereinabove.

G. Non-exclusive Agreement

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

H. Truth in Negotiations

In accordance with the provisions of Florida Statutes, Chapter 287.055, the Appraiser agrees to execute a Truth in Negotiations Certificate 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. Appraiser hereby agrees to fully execute the Truth-in-Negotiation certification, which is attached hereto as Exhibit C and incorporated herein by this reference.

I. Public Entity Crimes Affidavit

Appraiser hereby agrees to comply with the requirements of Florida Statutes, Section 287.132(3)(d), concerning the convicted vendor listing and all aspects of the statute.

XIV LAW TO GOVERN AGREEMENT

This Agreement is executed in duplicate originals and the laws of the State of Florida shall govern the construction and interpretation thereof.

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. Any trial shall be non-jury and each party shall bear its own attorney's costs and fees.

XV RIGHT TO AUDIT RECORDS

In performance of this Agreement, the Appraiser shall keep books, records, and accounts of all activities related to this Contract in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Appraiser in conjunction with this Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County. The Appraiser shall retain all documents, books and records for a period of five (5) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and Ch. 119, Florida Statutes. All records or documents created by or provided to the Appraiser by the County in connection with this Agreement are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the County in a format compatible with the information technology systems of the County.

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XVII MODIFICATIONS TO CONTRACT

This Agreement, together with any exhibits, task assignments and schedules constitute the entire contract between the County and the Appraiser and supersedes all prior written or oral understandings. This Agreement and any

exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

XVIII INDEPENDENT CONTRACTOR

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

XIX WAIVER

No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation.

XX SEVERABILITY

In the event a court of competent jurisdiction determines any sentence, provision, paragraph or section of this Agreement to be null and void, the remaining parts of this Agreement shall continue in full force and effect as though such sentence, provision, paragraph or section had been omitted from said Agreement.

XXI ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement between the parties with respect to the matters addressed herein and supersedes any prior agreements or understandings. Any prior understanding or representation of any kind, relating to the matters addressed herein, preceding the date of this Agreement shall not be binding upon either party and is expressly terminated by the execution of this Agreement.

----- Signatures on next page -----

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month and year set out above.

ATTEST:

Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: _____

Rita Pritchett, Chair
As approved by the Board on 09-20-2016
Date: 5/30/18

Reviewed for form and content:

Assistant County Attorney

W.H. BENSON & COMPANY

William Benson, MAI, CCIM, President
Date: 5-15-18

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF Brevard

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared William Benson and ISKmo to me known to be the President and CEO of WH Benson + Company who executed the foregoing instrument, and they acknowledged before me that they executed the same.

WITNESS my hand and affixed seal this 15 day of May, 2018.

JAMIE LYNN WANNAMAKER
Notary Public – State of Florida
Commission # GG 170148
My Comm. Expires Dec 21, 202?
Bonded through National Notary Assn

Jamie Lynn Wannamaker
(Notary)

STANDARD APPRAISAL AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2018, by and between BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County" and CLAYTON, ROPER, MARSHALL, INC., hereinafter referred to as "Appraiser" whose address is 246 Westmonte Drive, Altamonte Springs, Florida, 32714.

WITNESSETH:

I. BASIC SERVICES AND COMPENSATION

A. Description of Basic Services

1. Appraiser is hereby retained by County to perform appraisal services on a continuing basis. Work under this Agreement shall commence upon the following sequence of events. The Public Works Department shall submit written notification to the Appraiser describing the parameters of the project, the location and number of parcels, the type of appraisal required and announcing the availability of right-of-way maps, if applicable. Within fifteen (15) days, Appraiser shall review the notification, including the right-of-way maps; any other information deemed necessary, and submit a signed statement to the Public Works Department indicating the cost of services for the project and a fixed date for the delivery of the appraisals. Lump sum fees for projects shall estimate the number of hours necessary to complete the project. In the event the payment estimated exceeds the hourly rate provided in this Agreement, Board approval shall be required. Use of hourly rates shall be accompanied by an estimate of time necessary to complete the project. Upon provision of proper documentation, time overruns may be compensated up to ten percent (10%) without Board approval.

In the event the cost to complete the project is deemed acceptable, County shall provide a written Notice to Proceed to the Appraiser.

Upon receipt of the Notice to Proceed, Appraiser shall perform all services necessary, which shall include an estimate of market value for parcels. Appraiser shall furnish and provide a written report and three (3) copies of the findings and conclusions to the Public Works

Department within the time fixed for delivery as established by the Appraiser.

2. Appraiser shall perform all services and prepare all reports in accordance with generally accepted appraisal practice.

3. Where an appraisal has been requested, the Appraiser shall appraise and otherwise provide basic services for those parcels set forth and listed in the Notice to Proceed. In cases of partial taking, Appraiser shall also provide a complete before and after analysis of said parcel, i.e., the parent tract and the remainder as described on Exhibit A. Appraiser shall also provide and furnish a comparable sales data book and supplements thereto for multiple parcel contracts as described in Exhibit A, if deemed necessary by County.

4. Appraiser shall personally perform all of those services requiring the exercise of an appraiser's judgment of those services that require an appraiser's conclusion or opinion. Such services include but are not limited to the determination of appraisal approaches, highest and best use, probability of rezoning, comparability of sales, the verification of market data, (including motivation or arms length nature of sales), and correlation of market data or approaches to an estimate of market value.

5. Appraiser may utilize support or technical services, which may be performed by an individual other than appraiser, but must be performed under the Appraiser's supervision. Such services may include, but are not necessarily limited to a search of public records for sales data, and preliminary verification of sales, gathering of site, neighborhood or other area data, securing maps, plats, ordinances, zoning information or other documents, or any other service related to gathering or factual information.

6. Appraiser may employ qualified outside contractors, engineers, or acquire other professional services necessary to the completion of basic services outlined above providing the Appraiser secures the approval of the County to employ the professional or specialist prior to employment.

7. If appropriate, County shall provide the most current engineering plans to Appraiser within thirty (30) days of the Notice to Proceed whenever a partial taking appraisal is requested. Failure of the

County to provide such plans shall automatically extend the delivery date the number of days the County is late in providing copies of the plans to the Appraiser. In the event construction plans are not to be provided, the Notice to Proceed shall so state. Any amendments to the appraisal necessitated by subsequent production of construction plans by County shall be billed to County on an hourly basis as described herein. No penalty for late delivery of appraisal shall apply against Appraiser where the construction plans are subject to late delivery.

B. Negotiation Services

Appraiser shall, at the County's written request:

1. Negotiate with property owner (s) on behalf of the County.

2. Contact the property owner (s) and any and all parties involved in the negotiation (s) for purchase. Advise the County on property acquisition issues and assist with the acquisition process.

3. Services may include consultations with County staff.

The Appraiser shall comply with applicable provisions of S. 475.278. Florida Statutes.

C. Compensation for Basic Services

Hourly rate: The Appraiser shall be compensated at an hourly rate of $190.00 for MAI appraisers. For senior staff appraisers, the hourly rate shall be $150.00. For staff appraisers, the hourly rate shall be $125.00. For technical assistance, the hourly rate shall be $100.00. Alternatively, lump sum payment may be authorized per the Notice to Proceed as described in paragraph A.1. Lump sum fees shall include reimbursable expenses, which are further described.

The Appraiser shall be compensated for certain work-related expenditures not covered by fees for appraisal services, provided such expenditures are previously authorized by the County. The Appraiser will be reimbursed for such expenses including:

1. Expenses for document reproduction or other incidental expenses will be reimbursed on a direct cost basis.

2. Expenses for travel, transportation and subsistence outside the County limits will be reimbursed on a direct cost basis and consistent with Florida Statutes, Section 112.061.

Any proposed change in rates by the Appraiser shall be subject to the approval of the County. Either party may terminate this agreement if the rates are not mutually acceptable. 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 coming year.

II. UPDATE SERVICES AND COMPENSATION

A. Description of Appraisal Update Services

If notified in writing by the County, Appraiser shall update the estimate of market value for parcels set forth in a Notice to Proceed and furnish a written report and three (3) copies of the findings and conclusions to the Public Works Department for the purpose of negotiating with property owners, Order of Taking hearings or the Date of Deposit in an eminent domain proceeding.

B. Compensation for Updates at the Direction of the County

Appraiser shall be compensated, as described in Section I.C above, at an hourly rate of $190.00 for MAI appraisers. For senior staff appraisers, the hourly rate shall be $150.00. For staff appraisers, the hourly rate shall be $125.00. For technical assistance, the hourly rate shall be $100.00. Alternately, the Notice to Proceed may provide for lump sum payment for the updates according to the same restrictions described above.

III. REVISIONS AND CHANGES IN SCOPE OF SERVICES

Changes in scope or character of the services requested which result in the need for revisions to the appraisal or other work product or which require a change in the fees set forth in the Notice to Proceed, including changes in the County's requirements subsequent to the date of this Agreement, shall result in renegotiation of fees and supplemental written amendment to the Notice to Proceed. Appraiser shall furnish three (3) copies of any revised appraisal report to the Public Works Department.

IV. LITIGATION SERVICES AND COMPENSATION

A. Description of Litigation Services

If notified in writing by the County, the MAI Appraiser who prepared the appraisal or any other MAI, acceptable to the County, working for the Appraiser shall perform litigation services on all or any portion of those parcels set forth in the Notice to Proceed, which may include but are not necessarily limited to:

1. Pretrial or prehearing preparation;

2. Preparation of court exhibits;

3. Attendance at depositions, pretrial hearings, or other court hearings;

4. Appearance at order of taking hearing or trial;

5. Factual research necessary in the opinion of the trial attorney to successfully litigate and defend the County's position in court;

6. Preparation of amendments or revisions to the appraisal or preparation of alternative approaches to value based upon court orders or legal instructions by the assigned attorney; and

7. Any other services deemed necessary by the assigned attorney to successfully litigate and defend the County's position in court. The choice of the testifying Appraiser shall be left to the discretion of the County Attorney's Office.

B. Compensation for Litigation Services

Appraiser shall be compensated for litigation services as follows:

1. Appraiser shall be compensated at a flat rate of $200.00 per hour up to a maximum of ten hours per day for those services requiring the exercise of the Appraiser's judgment or which require an appraiser's conclusion or opinion, unless additional time per day is requested and approved by the trial attorney.

2. Appraiser shall be compensated at a flat rate of $125.00 per hour up to a maximum of ten hours per day for those services requiring the mere gathering of factual data and which may be performed by an individual other than an appraiser.

3. All other costs and expenses shall be reimbursed as provided herein above.

V. METHOD OF PAYMENT

A. Appraiser shall submit signed invoices.

B. Invoices shall be submitted to the Public Works Department upon delivery of the completed appraisals.

C. Invoices shall include a breakdown and description of work billed and personnel identified unless a lump sum approach is used.

D. Failure to correct appraisal deficiencies within thirty (30) days of notification by the County will require the Appraiser to update the appraisal without additional cost to the County, unless an extension of time is granted in writing by the County. The date of valuation shall be not more than ten (10) days prior to receipt of the updated appraisal report by the County.

E. The County shall review, accept and approve reports made and services performed under this agreement within sixty (60) days of receipt thereof. A report requiring corrections to comply with the County's requirements shall be accepted and approved within sixty (60) days of receipt of the corrected report.

F. Appraiser shall maintain in his place of business detailed time records of all per hour work performed for update services or litigation services under the terms of this Agreement. Time records shall clearly set forth in an organized and legible manner sufficient for postaudit and preaudit by date, the type of services performed with specificity, individual actually performing said services, and the amount of time spent performing said services. Such records shall be available for inspection by the County during normal business hours.

G. The County reserves the right to refuse payment if invoices are not submitted within sixty (60) days of the delivery date, in detail sufficing for preaudit and postaudit thereof.

VI DELIVERY DATE

A. Appraiser shall complete basic services and submit complete written appraisal report to the County on the appraisal delivery date set forth in the Notice to Proceed. On receipt of a written letter from the Appraiser explaining circumstances beyond the control of the Appraiser will delay delivery of work on the due date, the County may write a "Letter of Extension" extending the due date set forth in the Notice to Proceed for

basic services, any due date for update services set by letter of authorization, or any due date established by supplemental agreement, provided there are no changes in compensation or scope of work.

B. Appraiser shall complete update services and submit complete written appraisal report to the County on the delivery date set forth in the County's written letter of authorization for such services. In no event shall such letter of authorization require a delivery date of less than thirty (30) days from date of such letter without agreement by the parties.

VII DATE OF VALUATION

A. The date of valuation for basic services and for non-court updates shall be the last date of the Appraiser's inspection of property and shall be dated no more than twenty (20) days prior to receipt of the appraisal report by the County.

B. On appraisals for eminent domain proceedings under Florida Statutes, Chapter 74, the date of valuation for updates for order of taking hearings shall relate to the date of testimony before the court. The date of valuation for updates or trial testimony after deposit of monies into the court registry shall relate to the date of such deposit. The Appraiser shall be instructed as to the current date or to appraise as of a certain date. If no value date is specified, then valuation of a current date is assumed.

C. In eminent domain proceeds under Florida Statutes, Chapter 73, the date of valuation shall relate to the date of testimony before the court or jury.

VIII PREAUDIT REVIEW

At the County's request, the appraisal may be provided to the Clerk of the Circuit Court by the County for purposes of allowing a preaudit review of expenditures that may be based upon the appraisal. The appraiser will respond to any questions at no additional cost to the County.

IX DURATION OF AGREEMENT

This agreement shall remain in full force and effect for a period of one (1) year after the final date of execution, with an option of (4) four additional (1) year renewals, although actual completion of the services hereunder may extend beyond such term, or unless this agreement is terminated by mutual consent of the parties hereto or as otherwise provided herein. The performance of specifically and properly authorized projects may extend beyond the Agreement's

effective term and shall be compensated in accordance with the terms of this agreement as set out hereinabove.

X INDEMNIFICATION AND INSURANCE

The Appraiser shall provide the following described insurance policies with insurers acceptable to the County. The Appraiser shall provide and maintain, at all times during the term of the Agreement, without cost or expense to the County, policies of insurance generally known as comprehensive general liability insurance and professional liability insurance and auto liability insurance. These policies of insurance shall cover the Appraiser 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 Appraiser. Said policies shall provide limits in the amount not less than $1,000,000.00 per occurrence, with the exception of Professional Liability, which shall provide limits of $1,000,000.00 per claim, to cover any and all claims arising in connection with any particular accident or occurrence. The Appraiser shall also provide and maintain Workers' Compensation insurance as required by Florida Statutes, Chapter 440. All policies shall endorsed to provide the County thirty (30) days prior written notice of any changes or cancellations of said policies. Certificates of insurance will be provided and maintained with the County throughout the term of this Agreement. Certificates for Professional Liability Insurance, if written on a "claims made" basis, shall further be maintained for four (4) years after the term of this agreement. These insurance requirements shall not relieve or limit the liability of the Appraiser. The County does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the Appraiser's interests or liabilities, but are merely minimums.

The Appraiser agrees to indemnify and hold the County harmless against liability for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use and reasonable attorneys' fees, resulting therefrom to the extent caused by negligent acts, errors or omissions of the Appraiser. The Appraiser shall perform its services with the standard of care and skill ordinarily performed by like professionals, performing similar work, under similar conditions, in the same geographic area.

XI CONFIDENTIALITY

Appraiser shall not disclose to third parties confidential factual matters provided by the County unless required or authorized by statute, ordinance or order of

court, or as authorized by the County. Appraiser shall notify County immediately of any request for such information.

XII PUBLIC RECORDS

Pursuant to Section 119.0701, 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 Appraiser of the request and the Appraiser must provide the records to the County or allow the records to be inspected or copied within twenty-four (24) hours (not including weekends and legal holidays) of the request so the County can comply with the requirements of Sections 119.07. The Appraiser may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

If the Appraiser fails to provide the requested public records to the County within a reasonable time, the Appraiser may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. Sections 119.0701, 119.110. The Appraiser's failure to comply with public records requests is considered a material breach of this Agreement and grounds for termination.

Should the County face any legal action to enforce inspection or production of the records within the Appraiser's possession and control, the Appraiser agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Appraiser shall hire and compensate attorney(s) to represent the Appraiser and County in defending such action. The Appraiser shall pay all costs to defend such action and any costs and attorneys fess awarded pursuant to Section 119.12.

IF THE APPRAISER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE APPRAISER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Robert Hendricks at 321-617-7202 or robert.hendricks@brevardfl.gov

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A. Nondiscrimination

With regard to the work performed by the Appraiser after award and prior to completion of the contract work, Appraiser shall not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of subcontractors including procurement of materials and leases of equipment. Appraiser shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices when the contract covers the program set forth in Appendix B of the Regulations.

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No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation.

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----- Signatures on next page -----

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month and year set out above.

ATTEST:

Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: _____
Rita Pritchett, Chair
As approved by the Board on 09-20-2016
Date: 5/30/18

Reviewed for form and content:

Assistant County Attorney

CLAYTON, ROPER & MARSHALL, INC.

Paul Roper, MAI, SRA, Vice President
Date: 5-16-2018

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Paul M Roper to me known to be the Vice President of Clayton, Roper & Marshall, Inc., who executed the foregoing instrument, and he acknowledged before me that he executed the same.

WITNESS my hand and affixed seal this 16th day of May, 2018.

JENNIFER H. JEWETT
MY COMMISSION # GG153883
EXPIRES November 21, 2021

(Notary)

AGREEMENT FOR ENGINEERING AND CONSULTING SERVICES

This AGREEMENT entered into on _____ (hereinafter "effective date") 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.**, hereinafter referred to as "**Consultant**".

W I T N E S S E T H:

WHEREAS, the County proposes to do work relating to the design, permitting and other engineering services associated with water supply and treatment, water operations and maintenance, water treatment facilities, water transmission and distribution pipe networks, wastewater treatment, wastewater collection systems, pipe networks, waste-water pumping systems, wastewater treatment facilities, wastewater operations and maintenance, reclaimed water transmission and distribution pipe networks, hydraulic system modeling and other water and wastewater related engineering projects as well as general utility management and supporting services; and,

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 the County that it has the competency and experience to perform such services in accordance with the terms and conditions as set forth herein; 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).

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 relating to the design, permitting and other engineering services associated with water supply and treatment, water operations and maintenance, water treatment facilities, water transmission and distribution pipe networks, wastewater treatment, wastewater collection systems, pipe networks, waste-water pumping systems, wastewater treatment

facilities, wastewater operations and maintenance, reclaimed water transmission and distribution pipe networks, hydraulic system modeling and other water and wastewater related engineering projects as well as general utility management and supporting services, 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 Capital Improvement Plan (CIP) as it currently exists.

SECTION 2 TERM

This Agreement shall be a "continuing contract," as defined under Section 287.055(2) (g), Florida Statutes, and BCC-26 Brevard County Policy and shall have a term of five (5) years from the effective date.

SECTION 3 SERVICES AND COMPENSATION

If Consultant's services are required, County will send Consultant a proposed Task Order or Purchase Order detailing the work to be done and the compensation to be paid. The Consultant may negotiate compensation and time for completion of the work with the County. Once the Task Order or Purchase Order has been signed by both parties, the County will issue the Consultant a Notice to Proceed. Consultant shall commence work within five (5) working days of receipt of 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.

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, 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.

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 fee provided in the applicable Task Order or Purchase Order shall be the only compensation to which Consultant is entitled. The fee shall include all of the Consultant's costs associated with the Task Order, office overhead, employee benefits, 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.

If the cost of equipment purchases is included in the compensation for a Task Order or Purchase Order, then that equipment is the property of the County and must be returned to the County upon completion of the Task Order or Purchase Order.

SECTION 4 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 5 BILLING AND TIME OF PAYMENT.

Consultant shall submit invoices for payment to the County either (a) on a monthly basis or (b) contemporaneously with services rendered pursuant to the timeline specified in each Task Order or Purchase Order. The County shall pay Consultant after the County's receipt and approval of a each 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 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". 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 6 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 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 7 AUTHORIZED REPRESENTATIVES

The parties agree that in order to facilitate the orderly and efficient implementation of 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 Utility 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 Consultants 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 the Utility Director and the Consultant's representative shall be specified by the consultant. 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 8 COUNTY ASSISTANCE

The County shall assist Consultant by making available to Consultant County personnel with knowledge of the operation of the County as it relates to the Task Order or Purchase Order. 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 9 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 Consultant 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 Consultant, 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 Consultant 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 10 INDEMNIFICATION

Consultant shall indemnify and hold harmless the County, and its offices 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 11 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:

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)
Per Claim $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. The County is to be named or endorsed as Additional Insured. 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 12 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	FOR CONSULTANT
James E. Helmer, Director Utility Services Department 2725 Judge Fran Jamieson Way Building A, Suite 213 Melbourne, FL 32940 321-633-2091 E-Mail: jim.helmer@brevardfl.gov	Neel-Schaffer, Inc. Steve Cockerham, PE 100 Rialto Place, Suite 700 Melbourne, FL 32901 407-647-6623 E-Mail: steven.cockerham@neel-schaffer.com

Either party shall have the right to change its address for notice purposes at anytime 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 13 **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 14 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 15 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. Venue shall be deemed to be in Brevard County, Florida.

SECTION 16 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 17 CONFLICT OF INTEREST: COUNTY

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 18 CONFLICT OF INTEREST: 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. Consultant shall disclose in writing to the County any conflict of interest affecting his services to the County as soon as he/she becomes aware of it. A conflict of interest is any situation in which the Consultant, his employees, or his subcontractors, are in a position to exploit their professional relationship with the County in any way for their personal or corporate benefit.

SECTION 19 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 20 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.

In performance of this Agreement, the Consultant shall keep books, records, and accounts of all activities related to this Agreement in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Consultant in conjunction with this Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County. The Consultant shall retain all documents, books and records for a period of five (5) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and Ch. 119, Florida Statutes. All records or documents created by or provided to the Consultant by the County in connection with this Agreement are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the County in a format compatible with the information technology systems of the County.

The Consultant shall ensure that public records which 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 and following termination of the Agreement if the Consultant does not transfer the records to the public agency. In lieu of retaining all public records upon termination of this Agreement, the Consultant may transfer, at no cost to the County, all public records in possession of the Consultant. If the Consultant transfers all public records to the County upon termination of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

FLORIDA PUBLIC RECORDS LAW: Pursuant to Section 119.0701, 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 records to the County or allow the records to be inspected or copied within twenty-four (24) hours (not including weekends and legal holidays) of the request so the County can comply with the requirements of Sections 119.07. The Consultant may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

If the Consultant fails to provide the requested public records to the County within a reasonable time, the Consultant may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. Sections 119.0701, 119.110. The Consultant's failure to comply with public records requests is considered a material breach of this Agreement and grounds for termination.

Should the County face any legal action to enforce inspection or production of the records within the Consultant's possession and control, The Consultant agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Consultant shall hire and compensate attorney(s) to represent the Consultant and County in defending such action. The Consultant shall pay all costs to defend such action and any costs and attorneys fess awarded pursuant to Section 119.12.

IF THE CONSULTANT 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, ROSE LYONS, 321-633-2091, rose.lyons@brevardfl.gov.

SECTION 21 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, gender, 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 22 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 23 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 the County employees.

SECTION 24 CLAIMS FOR SERVICES

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

SECTION 25 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 26 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 27 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 28 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 29 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 30 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 31 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 32 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 33 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 (e) Section 274(e) of the 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 34 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 for CATEGORY TWO for a period of 36 months from date of being placed on convicted vendor list.

SECTION 35 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:

Scott Ellis, Clerk

OCT 24 2017

Date:

BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA

for Curt Smith, Chairman

As approved by Board on

9-20-16

Reviewed for legal form and content:

Assistant County Attorney

NEEL-SCHAFFER, INC. CORPORATE SEAL MISSISSIPPI

ATTEST:

Signature

Steven Cockerham, Sr. Project Manager

Name & Title Printed

CONSULTANT

Signature

10-11-17

Date

Rosemary R. Aldridge, Senior VP

Name & Title, Printed

Neel-Schaffer, Inc.

Name of Company, Corp., etc.

2301 Lucien Way Suite 300

Mailing Address

Maitland, FL 32751

City, State, Zip

(407) 647-6623

(Area Code) Telephone Number

EXHIBIT A

BREVARD County
BOARD OF COUNTY COMMISSIONERS

POLICY

TITLE: PROCUREMENT

NUMBER: BCC-25
AMENDS: December 15, 2015
APPROVED: April 19, 2016
ORIGINATOR: Purchasing Services
REVIEW: April 19, 2019

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.

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.

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."

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. **Florida Statutes:** Chapters 286.011, 286.0113, 218.70 et.seq., 218.80, Chapter 255 and Chapter 287, Procurement of Personal Property and Services.

K. **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.

L. **Grant** (for the purposes of this policy): An award of which includes assistance in the form of money, property, services, etc., by a source which includes the federal government, state government, other local governments, non-profit agencies, private businesses and citizens.

M. **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.

N. **Lease Purchase:** A lease contract with terms providing for the option to transfer title during or at the end of the lease term.

O. **Purchasing Card:** An accounts payable mechanism, which utilizes credit card infrastructure for the purchase of goods and/or services.

P. **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.

Q. **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.

R. **Purchasing Manual:** A document that describes rules, regulations, policies and procedures to be followed by the purchasing organization and the agencies/departments it serves.

S. **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.

T. **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. 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.

U. **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.

V. **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.

W **Service/Maintenance Agreements:** Contractual documents detailing specifications under which the vendor will provide maintenance/service to equipment in the possession of the County.

X. **Sole Source/Single Source/Proprietary Purchase:** Only known existing source, or only one viable 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.

III. DIRECTIVES

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.

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. T or via formal quote, as defined in Section II.J, solicited by Purchasing Services.

2. Up to $50,000: Assistant County Manager with recommendation for award from the user agency and Purchasing Manager or selection committee, as appropriate, via Formal Quote/Bid/Proposal.

3. 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.

4. $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.

5. 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 to award to the qualified bidder having the lowest, responsible and best bid for tangible items, capital improvement projects and/or equipment when funding is available and within the scope, goals and mission of the Board approved Annual Budget and Capital Improvements Plan. Because a qualified bidder with the lowest, responsible and best bid is generally entitled to an award of bid and an award of bid has been construed to constitute an enforceable agreement, this policy also constitutes authority for the Chair to sign the agreement(s) incorporated into the Request for Bid documents or Request for Proposal, provided that agreement has been reviewed and approved by the County Manager or his designee, and approved as to form and legal content by the County Attorney's Office.

6. The Board must approve the financial terms of all agreements that 1] arise out of the acceptance of a request for proposal or 2] that are negotiated in accordance with the Consultant's Competitive Negotiation Act set forth in section 287.055, Florida Statutes or any successor statute thereto.

7. For the purposes of section 125.17, Florida Statutes, this policy authorizes the Clerk to the Board to attest to any agreements executed by the Chair in accordance with the procedures set forth in subparagraphs 4 and 5 above.

8. 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. If less than two responsive bids, proposals, or replies for commodity or contractual services purchases are received, the Purchasing Manager and User Agency may negotiate on the best pricing, terms and conditions.

N. 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 risk.
10. The Purchase of or payment for utility services, including but not limited to water and sewer, electric, telephone, etc.

O. 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.

P. 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)

Q. 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.

R. 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

S. 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.

T. 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.

U. Grant Assistance

1. When the procurement involves the expenditure of state or federal assistance, grants or contract funds, the procurement shall be conducted in accordance with any applicable local, state or federal laws/regulation requirements specified in the funding/grant conditions as they pertain to the state or federal assistance grant or contract funds.

IV. RESERVATION OF AUTHORITY

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

ATTEST:

Scott Ellis, Clerk

Jim Barfield, Chairman
Brevard County, Florida
Board of County Commissioners
Approved by the Board, on April 19, 2016

AGREEMENT

Thermoplastic and Reflective Pavement Marking

Primary Contractor - Exhibit A

Secondary Contractor (Disasters) - Exhibit B

THIS AGREEMENT, entered into this ____ day of _____, 2017 (hereinafter "effective date"), 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 Florida Striping, Inc., a business having its primary business location at 2991 Indiana Street, Melbourne, FL 32904, hereinafter referred to as the "Contractor".

W I T N E S S E T H:

That in consideration of the mutual covenants contained herein, it is hereby agreed between the parties as follows:

I. GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

The words and expressions (or pronouns used in their stead) defined in this Agreement shall, wherever they appear in the Contract Documents, be construed as follows unless a different meaning is clear from the context.

Addenda: shall mean any additional solicitation provisions issued in writing by the County prior to the date and time for bid openings.

Base Work: Work for which the Contractor is considered the primary contractor. The scope of Base Work is described in Section I.2. Base Work does not include Disaster-related Work.

Bid Proposal: shall mean the offer of proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidder: shall mean any person, firm or corporation submitting a Bid for the Work.

Board of County Commissioners: shall mean the Board of County Commissioners, Brevard County, Florida, or their duly authorized representative(s).

Change Order: shall mean a written order to the Contractor, signed by the County, authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract and/or Task Order, or the Contract Performance Period or Completion Time issued after execution of the Contract or issuance of a Task Order.

Completion Time: shall mean the number of days specified on a Task Order for completion of the Work on that Task Order.

Contract: shall mean the written agreement between the County and the Contractor regulating the Work to be performed. The Contract will be attached to and made a part of the Contract Documents.

Contract Performance Period: shall mean the overall performance period of this Contract.

Contractor: shall mean successful Bidder, whether a corporation, firm, individual or any combination thereof, and their successors, personal representatives, executors, administrators and assigns.

County: shall mean the Board of County Commissioners, Brevard County, Florida, or their duly authorized representative(s), for whom the Work is being performed.

Day: shall mean one calendar day when used in the Contract Documents.

Defective Work: shall mean (a) Work that is unsatisfactory, deficient or damaged, does not conform to the Contract Documents, or does not meet the requirements of any inspection test or approval, or (b) Work associated with punch list items that the Contractor fails to complete within a reasonable time after issuance of the punch list by the Project Manager.

Disaster: An occurrence of: (a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder; (b) act of God such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightening, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities; (c) or another event beyond the control of the parties and which could not have been avoided or overcome by the exercise of due diligence.

Disaster-related Work: Work issued pursuant to a Task Order to the Contractor by the County that is necessitated by a Disaster.

Final Acceptance: shall mean written acceptance of the Work specified on an individual Task Order by the County upon the

expiration of the warranty period as stated in the Contract Documents.

Notice: shall mean written notice delivered to an authorized representative identified herein in person, by mail or electronic mail.

Notice of Intent to Award: shall mean the notice given by the County to the successful Bidder.

Project: A specific description of Work to be performed at a Site under the scope of this Contract.

Project Manager: Shall mean the Public Works Department Traffic Operations Manager or their designee. The Project Manager will receive correspondence at 580 Manor Drive, Merritt Island, Florida 32952, Phone 321-455-1440.

Site: shall mean the area upon or in which the Contractor's operations are carried on and such other areas adjacent thereto as may be designated as such by the Project Manager.

Specifications: shall mean the parts of the Contract Documents identified as "Specifications" and organized into Divisions. The specifications include general requirements and technical descriptions of materials, equipment, construction systems, standards and workmanship. The term "Technical Provisions" where used in the Contract Documents refers to the Specifications.

Subcontractor: shall mean any person, firm, or corporation other than employees of the Contractor that contract with the

Contractor to furnish, or actually furnishes labor, materials and/or equipment for the Work.

Task Order: shall mean any written order issued against the basic Contract for construction work in accordance with its terms and conditions.

Work: shall mean any and all obligations, duties and responsibilities necessary to the successful completion of the construction assigned to or undertaken by the Contractor under the Contract documents or Task Orders, including the furnishing of all labor materials, equipment, and other incidentals. Work includes Base Work and Disaster-related Work.

2. SCOPE OF BASE WORK

Base Work consists of the installation of thermoplastic pavement markings and reflective pavement markers on new, newly resurfaced, and existing roads in Brevard County. Base Work will also include the removal of thermoplastic markings. Base Work does not include Disaster-related Work and shall be compensated in accordance with Exhibit A: Schedule of Unit Prices for which the Contractor is the primary base contractor.

a. Procedure for Assigning Base Work

The County shall have the sole discretion in determining if, when, and where Base Work is required. Base Work will be assigned as specified in Section II.8, Task Orders. The Contractor must perform all assigned Base Work unless his inability to perform the Base Work is excused pursuant to Section I.2.b.

b. **Inability to Perform Base Work**

If the Contractor is unable to perform the assigned Base Work requested by the County, he must provide the County with written documentation explaining and supporting the inability to perform Base Work. The Contractor's inability to perform the Base Work requested in a Task Order is only excusable if it is in good faith and due to the engagement or unavailability of resources and/or equipment necessary for the performance of the Base Work. The County has sole discretion in determining whether the inability to perform requested Base Work is excusable.

If the Contractor's inability to perform the Base Work requested is excused, the County shall assign the Base Work to its secondary contractor.

If the Contractor's inability to perform the Base Work requested is not excused, it is considered a breach of the Agreement for which the County reserves any and all remedies.

3. DISASTERS

After a disaster the COUNTY may require the Contractor perform Disaster-related Work to restore existing thermoplastic markings to an operational condition. The County has sole discretion in determining what constitutes Disaster-related Work. Disaster-related Work will be assigned to the Contractor as the secondary disaster contractor in the event that the primary disaster contractor is unable to provide all the necessary services.

Disaster-related Work shall be conducted in accordance with the Local Agency Contracting Requirements for the FHWA Emergency Relief Program. Work performed under the FHWA Emergency Relief Program will be compensated in accordance with Exhibit B: Schedule of Emergency Relief Program Pricing.

a. **Procedure for Assigning Disaster-related Work**

Disaster-related Work shall be assigned using the procedure defined in Section II.8, Task Orders. Contractor shall perform any assigned Disaster-related Work.

b. **Inability to Perform Disaster-related Work**

Inability to perform assigned Disaster-related Work is not excusable and will be considered a breach of this Agreement for which the County reserves all its rights and remedies.

4. TERM OF AGREEMENT

This agreement shall be for one (1) year, with the option to renew for up to two (2) additional one (1) year periods. Renewals may be subject to negotiation of pricing, terms, and conditions. Renewals must be in writing and signed by both parties.

5. REPRESENTATION OF CONTRACTOR

The Contractor must present sufficient evidence that it is a Florida Department of Transportation pre-qualified contractor in the field of Pavement Markings. The sufficiency of such evidence shall be within the County's sole discretion and subject to the County's satisfaction. The Contractor must

maintain the pre-qualifications throughout the term of the contract.

6. UNAUTHORIZED ALIEN WORKERS

Brevard County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider the employment by the contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral termination of this Agreement by the County.

7. PUBLIC ENTITY CRIMES

The Contractor must provide a fully executed Public Entity Crimes Affidavit in accordance with F.S. 287.133(3)(a) within ten (10) days of the date of this Agreement and prior to commencing any Work under this Agreement.

8. BOND

The Contractor shall furnish a surety (performance) bond, Attachment C, in the amount of fifty thousand dollars ($50,000.00), which bond shall guarantee the faithful performance of any and all duties and materials or labor under this agreement.

9. INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the products or services to be contracted, provided such claim, damage, loss or expense:

a. Is attributable to bodily injury, sickness, disease, death or personal injury, or to property damage, including loss of use resulting there from, and;

b. Is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor or any of their employees, or arises from a work-related injury to any of the Contractor's employees, any subcontractor, or any of their employees.

The Contractor acknowledges receipt of adequate consideration for this provision.

10. INSURANCE REQUIREMENTS

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

General Liability Insurance policy with a $1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed

Operations, Personal Injury, Contractual Liability covering this contract, and "X-C-U" hazards

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

Workers' Compensation and Employers Liability Insurance covering all persons conducting the Contractor's operations on County premises or on behalf of the County in the full amount required by the State of Florida laws.

The Contractor shall 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 General Liability and Auto Liability certificates of insurance shall indicate that the policies have been endorsed to cover the County as an additional insured and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

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

11. ATTORNEY'S FEES

In the event of any legal action to interpret or enforce the terms of this Agreement or any provision hereof, each party

shall bear its own attorneys' fees and costs and any trial shall be non-jury.

12. VENUE

Venue for any legal action brought by any party to this agreement (for the purposes of this clause, this includes any city or municipality who is allowed to utilize the Contractor's services under this Agreement), to interpret, construe, or enforce this Agreement shall be in a court of competent jurisdiction in and for **Brevard County, Florida.**

13. INDEPENDENT CONTRACTOR

The Contractor shall perform the conditions of this agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this agreement shall be in any way construed to constitute the Contractor, or any of its agents or employees, as an agent, employee or representative of the County.

14. DELEGATION OF WORK

The County reserves the right to ascertain the necessity for Contractor service and shall, at its sole discretion, determine the conditions warranting Contractor response.

15. EVALUATION OF PERFORMANCE

The County will conduct an annual evaluation of the Contractor's performance. The evaluation may be used as a consideration with respect to extension or termination of the contract.

16. DEFICIENCIES

If, through any cause, the Contractor shall fail to fulfill its obligations under this Agreement, or if the Contractor violates any of the covenants, agreements, or stipulations of this Agreement:

a. The County shall have the right to direct the contractor to cease operation until deficiencies are corrected;

b. The County shall have the right to schedule a meeting to discuss the deficiencies. The Contractor shall be responsible for providing a written corrective action plan within two (2) working days after the meeting.

c. The County shall have the right to reject the Defective Work. Upon rejection of Defective Work the Contractor shall remove the Defective Work from the site and replace it with non-defective Work within a reasonable time, or as specified in a corrective action plan.

d. The County shall have the right to specify other remedial action, which may be incorporated into this Agreement by mutual written consent of the parties.

e. Any deficiencies not addressed by the contractor by the time required under this contract will be grounds to deny payment for the location affected.

17. LIQUIDATED DAMAGES

Should the Contractor fail to reach Final Acceptance for any assigned Work within the Completion Time, including any extension(s) authorized pursuant to the terms of the Contract documents, liquidated damages in the amount of four hundred ($400) dollars per calendar day shall accrue daily up to but not including the day Final Acceptance is achieved.

These liquidated damages represent the estimate of the actual damages the County will sustain if the Contractor fails to reach Final Acceptance within the Completion Time, including any extension(s) authorized pursuant to the terms of the Contract documents. It is agreed that these amounts are not a penalty.

If the Contractor believes that any such delay has been caused by a circumstance beyond its reasonable control the Contractor must submit notice of Request for Waiver of the delay to the Project Manager. Each such Request for Waiver must be received by the Project Manager within forty-eight (48) hours of the start of the event that is alleged to be the cause of that delay. If the Request for Waiver is not received in that time frame, it is barred. The Project Manager may, upon Contractor's written request, grant an extension of time for submitting the Request for Waiver. Such requests will not be unreasonably denied. Each Request for Waiver will be reviewed on its merits by the Project Manager pursuant to the terms and conditions of this Agreement. The Project Manager shall respond to the

Request for Waiver in writing within five (5) working days of receipt of the Request for Waiver. Each decision by the County granting or denying, in whole or in part, the Request for Waiver shall be final. Although no proper Request for Waiver will be unreasonably denied, the burden of persuasion rests with the Contractor.

18. TERMINATION

If through any cause, the Contractor shall fail to fulfill its obligations under this Agreement, or if the Contractor violates any of the covenants, agreements, or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination, specifying the effective date thereof. Notice shall be given at least ten (10) days before the effective date of such termination.

In the event of termination, the Contractor shall not be entitled to any damages, liquidated or otherwise caused as a result of such termination.

Any Work completed prior to the date of termination shall, at the option of the County, become the property of the County. The County is only responsible for payment of Work completed, inspected and accepted prior to the effective date of termination. County shall not be responsible for any supplemental costs, administrative expenses or profit for uncompleted Work.

Either party may terminate this Agreement, with or without cause, upon ninety (90) days written notice.

19. ASSIGNABILITY BY CONTRACTOR

This Agreement is not assignable by the Contractor without the expressed prior written consent of the County.

20. OTHER PUBLIC AGENCY CONTRACTS

Any other public agency within Brevard County may enter into agreements with the County for thermoplastic striping work to be performed by the Contractor pursuant to the terms of this Agreement.

21. NON-EXCLUSIVITY

The parties hereto specifically agree that this is a non-exclusive agreement and that the County may select other contractors to perform construction, rehabilitation and maintenance during the term of this Agreement.

22. ENTIRE AGREEMENT

This Agreement embodies the entire agreement and understanding between the parties hereto and there are no other agreements and understandings, oral or written with reference to the subject matter hereof that are not merged herein.

23. SEVERABILITY

In the event a court of competent jurisdiction finds any sentence, provision, paragraph, or section of this Agreement is void or unenforceable, the remaining parts of this agreement shall continue in full force and effect as though such sentence,

provision, paragraph or section had been omitted from this Agreement.

24. WAIVER

In the event the County waives any of the Contractor's obligations or duties in this Agreement, it shall not constitute a waiver of any of the other obligations and duties of the Contractor, nor shall waiver of any such obligation or duty constitute a continuing waiver of that obligation or duty.

25. COMPENSATION

Compensation for Base Work shall be in accordance with Exhibit A: Schedule of Unit Prices. Compensation for Disaster-related Work shall be in accordance with Exhibit B: Schedule of Emergency Relief Program Pricing.

Compensation schedules may be adjusted 120 days after the effective date of the contract upon mutual written consent of the parties. Compensation adjustment shall be based on Thermoplastic material cost variation or other relevant economic conditions, sufficiently documented by the requesting party. Either party may request a compensation adjustment. Failure to agree upon compensation adjustments shall constitute mutually agreed upon termination of this agreement. The request for compensation adjustment must be made at least (30) calendar days prior to the requested effective date of the new compensation rate. Contractor-requested compensation adjustment will only be considered in the case of a valid price increase passed on from the wholesaler or manufacturer to the Contractor during the

award period. This requested adjustment must be supported by timely and proper written notification from the wholesaler or manufacturer to the Contractor.

26. WARRANTY

The Contractor shall extend to the County the same warranty on all materials and equipment furnished under this Agreement, which the manufacturer extends to the Contractor and/or purchasers.

The Contractor shall guarantee its workmanship under this Agreement for a period of one (1) year from the date of acceptance.

27. RIGHT TO AUDIT RECORDS

In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to this Agreement in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Contractor in conjunction with this Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County. The Contractor shall retain all documents, books and records for a period of five (5) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and Ch. 119, Florida Statutes. All records or documents created by or provided to the Contractor by the County in connection with this Agreement are public records subject to Florida Public

Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the County in a format compatible with the information technology systems of the County.

The Contractor shall ensure that public records which 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 and following termination of the Agreement if the Contractor does not transfer the records to the public agency. In lieu of retaining all public records upon termination of this Agreement, the Contractor may transfer, at no cost to the County, all public records in possession of the Contractor. If the Contractor transfers all public records to the County upon termination of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

28. FLORIDA PUBLIC RECORDS LAW

Pursuant to Section 119.0701, 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 Contractor of the request and the Contractor must provide the records to the County or allow the records to be inspected or copied within

twenty-four (24) hours (not including weekends and legal holidays) of the request so the County can comply with the requirements of Sections 119.07. The Contractor may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

If the Contractor fails to provide the requested public records to the County within a reasonable time, the Contractor may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. Sections 119.0701, 119.110. The Contractor's failure to comply with public records requests is considered a material breach of this Agreement and grounds for termination.

Should the County face any legal action to enforce inspection or production of the records within the Contractor's possession and control, the Contractor agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Contractor shall hire and compensate attorney(s) to represent the Contractor and County in defending such action. The Contractor shall pay all costs to defend such action and any costs and attorneys fess awarded pursuant to Section 119.12.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE PUBLIC WORKS DEPARTMENT RECORDS CUSTODIAN, ROBERT HENDRIX AT 321-617-7202.

29. UTILITY COORDINATION

The Contractor is responsible for coordinating with all public and private utility companies, as may be necessary for proper and safe completion of the work.

30. SUBCONTRACTING

It is understood that the Contractor will be solely responsible for the assigned work. Any subcontractors must be previously approved by the Project Manager.

The Contractor will not employ any Subcontractor, other person or organization against whom the County or the Project Manager may have reasonable objections, nor will the Contractor be required to employ any Subcontractor against whom he has reasonable objection. The Contractor will not make any substitution for any Subcontractor who has been accepted by the Project Manager, unless the County and the Project Manager determine that there is good cause for doing so.

Nothing in the Contract documents shall create, nor shall it be interpreted to create, privity of contract between any Subcontractor and the County.

II. INSTALLATION, MAINTENANCE, AND REMOVAL

1. RESOURCE REQUIREMENTS

The Contractor shall furnish all supervision, quality control, labor, materials, equipment, supervision, tools, transportation, supplies, manpower, and pay disposal fees necessary to complete the Work specified in this Agreement. Unit prices shall be inclusive of all incidentals, labor, materials, maintenance of traffic, mobilization, etc. No additional compensation will be provided to the contractor.

2. MULTIPLE CONCURRENT PROJECTS

The Contractor shall have adequate resources to handle two (2) or more Projects at the same time. Bidders shall define and submit a Management Plan and Resource List containing the minimum components (including personnel and equipment) to describe in detail their capability to handle multiple concurrent Projects. The multiple concurrent project capability is considered a minimum requirement in the consideration of award of a contract for this solicitation.

3. SAFETY AND PROTECTION

The Contractor shall follow all applicable safety standards. The Contractor will take all necessary precautions for the safety and protection of:

a. All employees and other persons who may be affected by the Work;

b. All the Work and all materials or equipment on or off the site; and

c. Private property at the site or adjacent thereto including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not within the scope of the Project.

4. EQUIPMENT AND RESOURCES

All equipment used in the performance of the contract on County Property shall be maintained properly. All equipment used by the Contractor is subject to inspection by the Project Manager. Any equipment deemed inoperable, unsafe, or improper for the Work shall be removed from the work site.

The Contractor shall utilize equipment of a type and in sufficient quantity to perform the Work in a satisfactory manner and as scheduled in the Task Order. The list of equipment shall comply with minimum requirements for equipment as detailed on the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.

5. PROJECT MANAGER

The Contractor will coordinate with the Project Manager who will verify that the Work has been completed in accordance with specifications, as scheduled, and handle problems that may arise.

The Project Manager may issue verbal orders to address emergencies or to ensure the continuity of critical elements of contract performance.

The County's Project Manager shall be advised, at their request, as to the status and details of Work being completed by the Contractor in the format they require.

The Contractor will provide the Project Manager a list of all foremen and supervisors who will perform the Work. This list will also contain twenty-four (24) hour emergency numbers.

6. CONTRACTOR'S REPRESENTATIVE

The Contractor will designate a competent Contractor's Representative who will not be replaced without written notice to the County's Project Manager at least twenty-four (24) hours before the change. The Contractor's Representative will be present at Work locations and will have the authority to act on behalf of the Contractor. All communications (both verbal and written) given to the Contractor's Representative will be as binding as if given to the Contractor. The Contractor's Representative must be International Municipal Signal Association (IMSA) Signs & Markings Level 2 certified. There must be an IMSA Signs & Marking Level 2 certified Contractor's Representative on the job site at all times.

7. COORDINATION CONFERENCE

A coordination conference will be held to discuss schedules, procedures, invoicing, maintenance of traffic, utility coordination, and any other aspects of the Work. The conference will be scheduled within 20 days after the effective date of the Agreement, but before Contractor begins Work at any site. The conference shall be attended by the Contractor,

Project Manager, and other personnel as required. Either party may request and be granted additional coordination conferences.

8. TASK ORDERS

All Work will be assigned by the Project Manager in the form of a written Task Order. The Task Order will contain a start date and completion date that will be mutually agreed to between the County and the Contractor. No Work will begin until a Task Order has been issued to the Contractor.

a. Quotations for Work Prior to Issuance of Task Order

If the County deems it necessary, the County may request in writing for the Contractor to visit the site and submit a written quotation to the Project Manager. Written quotations, if requested, must be submitted within seven (7) calendar Days of the Contractor receiving the County's request. The quotation shall be based solely upon the unit prices contained in the Bid Item Schedule. The quotation shall also include the proposed schedule for completion of the project in calendar days. Upon receipt and review of the quotation, the County may issue the Contractor a Task Order for the quoted Work.

The County may issue a Task Order to the Contractor without requesting a quotation.

b. Issuance of Task Order

Once a Task Order has been issued to the Contractor, the Contractor must respond in writing either accepting the Work or explaining his inability to perform the Work. Inability to

perform Work is only excusable pursuant to the terms in Section I.2.b for Base Work. The response to the Task order must be submitted to the Project Manager within seven (7) calendar days of Contractor's receipt of the Task Order, unless that time is extended in writing by the Project Manager.

Upon accepting the Work in the Task Order, the Contractor will submit a Work schedule prior to beginning any Work assigned. The Work schedule will contain the route to be followed and the location of Work each day. The Contractor will consult with the County's Project Manager prior to any schedule variance. The County's Project Manager shall be notified one day prior to the schedule change and must concur with the recommended changes. The Contractor shall start working on assigned projects within two (2) days of the Project Manager's approval of the schedule.

9. CLEAN UP

The Contractor will keep the site free from accumulations of waste material, rubbish and other debris during performance of the Work. At the completion of the Work the Contractor will remove all waste materials, rubbish, and debris from and about the premises as well as all tools, construction equipment, machinery, and surplus materials, and will leave the site clean and ready for occupancy by the County. The Contractor shall restore those portions of the site not designated for alteration by the Task Order to their original condition.

10. FINAL INSPECTION

Upon written notice from the Contractor that the Project is complete, the County's Project Manager shall schedule and conduct a final inspection with the Contractor and will notify the Contractor in writing of any deficiencies in the project. The Contractor shall correct all deficiencies and request an inspection within five (5) work days or as agreed to by the Project Manager and before Final Acceptance and payment is made.

If a third inspection is required, the County will assess a one hundred ($100.00) dollar fee to the Contractor. The one hundred ($100.00) dollar fee will be assessed for every subsequent re-inspection. The fee is assessed to offset the additional County labor costs and vehicle usage required for inspections and will be deducted from the final invoice for that Task Order.

11. ACCEPTANCE

Final Acceptance of the Project will be granted when the Contractor completes a Project to the satisfaction of the County. The Contractor shall submit invoices for payment to the County within thirty (30) days of Final Acceptance. The County shall remit payment upon acceptance in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.

12. PERFORMANCE STANDARDS

Any marking products utilized must be listed in the current FDOT "Qualified Product List" if the specific device category

exists. All materials and installations shall be in accordance with the latest edition of all applicable technical specifications including, but not limited to, the following:

a. Florida Department of Transportation:

i. Standard Specifications for Road & Bridge Construction

ii. Design Standards for Design, Construction, Maintenance, and Utility Operations on the State Highway System

iii. Manual on Uniform Minimum Standards for Design, Construction and Maintenance of Streets and Highways

iv. Accident Prevention Procedures Manual

b. Federal Highway Administration:

i. Manual on Uniform Traffic Control Devices

c. Associated General Contractors of America, Inc.

i. Manual of Accident Prevention in Construction

13. CONFLICTING STANDARDS

In the event of conflicting specifications, the resolution shall be at the discretion of the Project Manager. In those cases in which the County specifications are more restrictive, the County specifications shall govern, except as may be otherwise determined by the Project Manager.

14. MODIFICATION OF STANDARDS

The County may, at its discretion, modify and/or exceed performance standards based on engineering judgment or

maintenance considerations. In those cases in which the County requests a performance level significantly in excess of the specifications, the Contractor shall be entitled to request additional compensation. Additional compensation must be requested by the Contractor and approved by the Project Manager in writing, prior to commencing the Work.

15. MAINTENANCE OF TRAFFIC

The Contractor is responsible for maintaining safe traffic flow in accordance with all applicable standards. The County shall reserve the right to specify the Work be conducted at night in order to maintain adequate traffic flow. All costs associated with maintenance of traffic (M.O.T.) must be included with the Unit Price.

Due to congested traffic or weather conditions, the Contractor may be required to remove his/her operation from the right-of-way at the discretion of the County's Project Manager. If the Contractor is required to remove his/her operation due to congested traffic or weather conditions, fewer than five (5) hours worked will constitute one-half (1/2) of a work day and five (5) or more hours worked will constitute one (1) work day.

Road closures will not be allowed except in the case of emergencies and only when approved in writing by the Project Manager.

16. PAVEMENT MARKINGS

a. Thermoplastic pavement markings, material, equipment, and method of application will be in accordance with Sections 711 and 971 of the F.D.O.T. Standard Specifications for Road and Bridge Construction.

b. Painted pavement markings, material, equipment, and method of application will be in accordance with Sections 710 and 971 of the F.D.O.T. Standard Specifications for Road and Bridge Construction.

c. Pavement markings will be laid out in accordance with Index 17344, 17345 and 17346 of the F.D.O.T. Design Standards.

d. Only alkyd resin type thermoplastic material will be used.

e. Six (6), eight (8), twelve (12), eighteen (18), and twenty-four (24) inch yellow or white traffic stripes will be measured and paid for by the actual linear foot of paint or thermoplastic installed. Unpainted/un-striped gaps will not be measured or paid for.

17. REFLECTORIZATION

Initial thermoplastic pavement markings on new pavement shall be reflectorized with a double drop application of glass spheres, except transverse markings such as stop lines, words and arrows shall be reflectorized with a single drop application

of glass spheres. Thermoplastic pavement markings for recapping and refurbishing of existing markings shall be reflectorized with a single drop application of glass spheres.

18. REFLECTIVE PAVEMENT MARKERS

Reflective pavement markers will be installed in accordance with Index 17352 of the F.D.O.T. Design Standards.

19. PAVEMENT MARKINGS ON NEWLY SURFACED ROADS

The paint pavement markings shall be identical in layout to the final thermoplastic pavement markings. Final thermoplastic pavement markings shall be installed after the final asphalt surface has cured sufficiently to prevent asphalt tracing on the pavement markings.

20. REMOVAL OF EXISTING THERMOPLASTIC PAVEMENT MARKINGS

Existing thermoplastic pavement markings will be removed in accordance with Section 711 of F.D.O.T. Standard Specifications for Road and Bridge Construction.

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

ATTEST:

Scott Ellis, CLERK

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Curt Smith, Chairman

Approved by the Board on
September 20, 2016

Reviewed for legal form and content:

Assistant County Attorney

ATTEST:

Barbara Harrison

Barbara Harrison
V. President

FLORIDA STRIPING, INC.

Todd Harrison, President

BY THIS BOND, We _____, as Principal and _____ a corporation as Surety, are bound to Brevard County Board of County Commissioners, Brevard County, Florida, herein called Owner, in the sum of _____ ($_____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigned, jointly and severally.

THE CONDITIONS OF THIS BOND are that if Principal:

1. Performs promptly, completely and faithfully the contract dated _____, 2017, between Principal and Owner for supply and implementation of the_____, the contract being attached hereto and made a part of this bond by reference, in such time and without delay, and in the manner prescribed in the contract including the delivery, execution and performance of any warranty work required by the contract; and

2. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and

3. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

Signed and sealed this _____ day of _____, 2017.

Witness:

_____ Its:
(Principal) (Title) (Seal)

Witness:

_____ Its:
(Surety) (Title) (Seal)

Exhibit A
Schedule of Unit Prices

DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
Retro-reflective pavement marker, Class B	EA	5000	$ 3.00	$ 15,000.00
Retro-reflective pavement marker removal	EA	100	$ 2.00	$ 200.00
Thermoplastic (new) (white) (solid) (4")	LF	105600	$ 0.01	$ 1,056.00
Thermoplastic (new) (white) (solid) (6")	LF	264000	$ 0.65	$ 171,600.00
Thermoplastic (new) (white) (solid) (8")	LF	1600	$ 0.01	$ 16.00
Thermoplastic (new) (white) (solid) (12")	LF	5000	$ 2.25	$ 11,250.00
Thermoplastic (new) (white) (solid) (18")	LF	2000	$ 0.10	$ 200.00
Thermoplastic (new) (white) (solid) (24")	LF	5000	$ 4.25	$ 21,250.00
Thermoplastic (new) (white) (skip) (4")	LF	105600	$ 0.01	$ 1,056.00
Thermoplastic (new) (white) (skip) (6")	LF	264000	$ 0.65	$ 171,600.00
Thermoplastic (new) (white) (skip) (8")	LF	500	$ 0.01	$ 5.00
Thermoplastic (new) (white) (dot guide) (4")	LF	500	$ 0.01	$ 5.00
Thermoplastic (new) (white) (dot guide) (6")	LF	500	$ 0.01	$ 5.00
Thermoplastic (new) (white) (message)	EA	50	$ 100.00	$ 5,000.00
Thermoplastic (new) (white) (single arrows)	EA	100	$ 60.00	$ 6,000.00
Thermoplastic (new) (white) (combo arrow)	EA	100	$ 100.00	$ 10,000.00
Thermoplastic (new) (white) (yield lines)	LF	100	$ 1.00	$ 100.00
Thermoplastic (new) (yellow) (solid) (4")	LF	105600	$ 0.01	$ 1,056.00
Thermoplastic (new) (yellow) (solid) (6")	LF	264000	$ 0.65	$ 171,600.00
Thermoplastic (new) (yellow) (solid) (8")	LF	500	$ 0.01	$ 5.00
Thermoplastic (new) (yellow) (solid) (12")	LF	1000	$ 0.01	$ 10.00
Thermoplastic (new) (yellow) (solid) (18")	LF	2000	$ 3.00	$ 6,000.00
Thermoplastic (new) (yellow) (solid) (24")	LF	500	$ 0.01	$ 5.00
Thermoplastic (new) (yellow) (skip) (4")	LF	105600	$ 0.01	$ 1,056.00
Thermoplastic (new) (yellow) (skip) (6")	LF	264000	$ 0.65	$ 171,600.00
Thermoplastic (new) (yellow) (skip) (8")	LF	500	$ 0.01	$ 5.00
Thermoplastic (new) (yellow) (dot guide) (4")	LF	500	$ 0.01	$ 5.00
Thermoplastic (new) (yellow) (dot guide) (6")	LF	500	$ 0.01	$ 5.00
Thermoplastic(new)(blue) Handicap Stall with walkway	EA	1	$ 400.00	$ 400.00
Thermoplastic (new) (blue) Handicap Stall without walkway	EA	1	$ 400.00	$ 400.00

Exhibit A
Schedule of Unit Prices

DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
Thermoplastic (refurbish) (white) (solid) (4")	LF	105600	$ 0.01	$ 1,056.00
Thermoplastic (refurbish) (white) (solid) (6")	LF	264000	$ 0.50	$ 132,000.00
Thermoplastic (refurbish) (white) (solid) (8")	LF	1600	$ 0.01	$ 16.00
Thermoplastic (refurbish) (white) (solid) (12")	LF	5000	$ 2.25	$ 11,250.00
Thermoplastic (refurbish) (white) (solid) (18")	LF	2000	$ 0.10	$ 200.00
Thermoplastic (refurbish) (white) (solid) (24")	LF	5000	$ 4.25	$ 21,250.00
Thermoplastic (refurbish) (white) (skip) (4")	LF	105600	$ 0.01	$ 1,056.00
Thermoplastic (refurbish) (white) (skip) (6")	LF	264000	$ 0.50	$ 132,000.00
Thermoplastic (refurbish) (white) (skip) (8")	LF	500	$ 0.01	$ 5.00
Thermoplastic (refurbish) (white) (dot guide) (4")	LF	500	$ 0.01	$ 5.00
Thermoplastic (refurbish) (white) (dot guide) (6")	LF	500	$ 0.01	$ 5.00
Thermoplastic (refurbish) (white) (message)	EA	50	$ 100.00	$ 5,000.00
Thermoplastic (refurbish) (white) (single arrows)	EA	100	$ 60.00	$ 6,000.00
Thermoplastic (refurbish) (white) (combo arrow)	EA	100	$ 100.00	$ 10,000.00
Thermoplastic (refurbish) (white) (yield lines)	EA	100	$ 1.00	$ 100.00
Thermoplastic (refurbish) (yellow) (solid) (4")	LF	105600	$ 0.01	$ 1,056.00
Thermoplastic (refurbish) (yellow) (solid) (6")	LF	264000	$ 0.50	$ 132,000.00
Thermoplastic (refurbish) (yellow) (solid) (8")	LF	500	$ 0.01	$ 5.00
Thermoplastic (refurbish) (yellow) (solid) (12")	LF	1000	$ 0.01	$ 10.00
Thermoplastic (refurbish) (yellow) (solid) (18")	LF	2000	$ 3.00	$ 6,000.00
Thermoplastic (refurbish) (yellow) (solid) (24")	LF	500	$ 0.01	$ 5.00
Thermoplastic (refurbish) (yellow) (skip) (4")	LF	105600	$ 0.01	$ 1,056.00
Thermoplastic (refurbish) (yellow) (skip) (6")	LF	264000	$ 0.50	$ 132,000.00
Thermoplastic (refurbish) (yellow) (skip) (8")	LF	500	$ 0.01	$ 5.00
Thermoplastic (refurbish) (yellow) (dot guide) (4")	LF	500	$ 0.01	$ 5.00
Thermoplastic (refurbish) (yellow) (dot guide) (6")	LF	500	$ 0.01	$ 5.00
Thermoplastic (refurbish) (blue) Handicap Stall with walkway	EA	1	$ 400.00	$ 400.00
Thermoplastic (refurbish) (blue) Handicap Stall without walkway	EA	1	$ 400.00	$ 400.00
Pavement Marking Removal by Grinding	SF	500	$ 2.00	$ 1,000.00
Pavement Marking Removal by Waterblasting	SF	500	$ 10.00	$ 5,000.00

DESCRIPTION	UNIT	UNIT PRICE
Retro-reflective pavement marker, Class B	EA	$ 3.00
Thermoplastic (new) (white) (solid) (4")	LF	$ 0.01
Thermoplastic (new) (white) (solid) (6")	LF	$ 0.65
Thermoplastic (new) (white) (solid) (8")	LF	$ 0.01
Thermoplastic (new) (white) (solid) (12")	LF	$ 2.25
Thermoplastic (new) (white) (solid) (18")	LF	$ 0.10
Thermoplastic (new) (white) (solid) (24")	LF	$ 4.25
Thermoplastic (new) (white) (skip) (4")	LF	$ 0.01
Thermoplastic (new) (white) (skip) (6")	LF	$ 0.65
Thermoplastic (new) (white) (skip) (8")	LF	$ 0.01
Thermoplastic (new) (white) (dot guide) (4")	LF	$ 0.01
Thermoplastic (new) (white) (dot guide) (6")	LF	$ 0.01
Thermoplastic (new) (white) (message)	EA	$ 100.00
Thermoplastic (new) (white) (arrows)	EA	$ 60.00
Thermoplastic (new) (white) (combo arrows)	EA	$ 100.00
Thermoplastic (new) (white) (yield lines)	LF	$ 1.00
Thermoplastic (new) (yellow) (solid) (4")	LF	$ 0.01
Thermoplastic (new) (yellow) (solid) (6")	LF	$ 0.65
Thermoplastic (new) (yellow) (solid) (8")	LF	$ 0.01
Thermoplastic (new) (yellow) (solid) (12")	LF	$ 0.01
Thermoplastic (new) (yellow) (solid) (18")	LF	$ 3.00
Thermoplastic (new) (yellow) (solid) (24")	LF	$ 0.01
Thermoplastic (new) (yellow) (skip) (4")	LF	$ 0.01
Thermoplastic (new) (yellow) (skip) (6")	LF	$ 0.65
Thermoplastic (new) (yellow) (skip) (8")	LF	$ 0.01
Thermoplastic (new) (yellow) (dot guide) (4")	LF	$ 0.01
Thermoplastic (new) (yellow) (dot guide) (6")	LF	$ 0.01

DESCRIPTION	UNIT	UNIT PRICE
Thermoplastic (refurbish) (white) (solid) (4")	LF	$ 0.01
Thermoplastic (refurbish) (white) (solid) (6")	LF	$ 0.50
Thermoplastic (refurbish) (white) (solid) (8")	LF	$ 0.01
Thermoplastic (refurbish) (white) (solid) (12")	LF	$ 2.25
Thermoplastic (refurbish) (white) (solid) (18")	LF	$ 0.10
Thermoplastic (refurbish) (white) (solid) (24")	LF	$ 4.25
Thermoplastic (refurbish) (white) (skip) (4")	LF	$ 0.01
Thermoplastic (refurbish) (white) (skip) (6")	LF	$ 0.50
Thermoplastic (refurbish) (white) (skip) (8")	LF	$ 0.01
Thermoplastic (refurbish) (white) (dot guide) (4")	LF	$ 0.01
Thermoplastic (refurbish) (white) (dot guide) (6")	LF	$ 0.01
Thermoplastic (refurbish) (white) (message)	EA	$ 100.00
Thermoplastic (refurbish) (white) (single arrows)	EA	$ 60.00
Thermoplastic (refurbish (white) (combo arrow)	EA	$ 100.00
Thermoplastic (refurbish) (white) (yield lines)	EA	$ 1.00
Thermoplastic (refurbish) (yellow) (solid) (4")	LF	$ 0.01
Thermoplastic (refurbish) (yellow) (solid) (6")	LF	$ 0.50
Thermoplastic (refurbish) (yellow) (solid) (8")	LF	$ 0.01
Thermoplastic (refurbish) (yellow) (solid) (12")	LF	$ 0.01
Thermoplastic (refurbish) (yellow) (solid) (18")	LF	$ 3.00
Thermoplastic (refurbish) (yellow) (solid) (24")	LF	$ 0.01
Thermoplastic (refurbish) (yellow) (skip) (4")	LF	$ 0.01
Thermoplastic (refurbish) (yellow) (skip) (6")	LF	$ 0.50
Thermoplastic (refurbish) (yellow) (skip) (8")	LF	$ 0.01
Thermoplastic (refurbish) (yellow) (dot guide) (4")	LF	$ 0.01
Thermoplastic (refurbish) (yellow) (dot guide) (6")	LF	$ 0.01

AGREEMENT

Thermoplastic and Reflective Pavement Marking

Secondary Base Contractor – Exhibit A

Primary Disaster Contractor– Exhibit B

THIS AGREEMENT, entered into this ____ day of _____, 2017 (hereinafter "effective date"), 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 Southwide Industries, Inc., a business having its primary business location at 4357 Okeechobee Blvd Suite C4, West Palm Beach, FL 33409, hereinafter referred to as the "Contractor".

W I T N E S S E T H:

That in consideration of the mutual covenants contained herein, it is hereby agreed between the parties as follows:

I. GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

The words and expressions (or pronouns used in their stead) defined in this Agreement shall, wherever they appear in the Contract Documents, be construed as follows unless a different meaning is clear from the context.

Addenda: shall mean any additional solicitation provisions issued in writing by the County prior to the date and time for bid openings.

Base Work: Work for which the Contractor is considered the Secondary Base Contractor. Base Work consists of the

installation and/or removal of thermoplastic pavement markings and reflective pavement markers on new, newly resurfaced, and existing roads in Brevard County. Base Work is done pursuant to a County Task Order. Base Work does not include Disaster-related Work.

Bid Proposal: shall mean the offer of proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidder: shall mean any person, firm or corporation submitting a Bid for the Work.

Board of County Commissioners: shall mean the Board of County Commissioners, Brevard County, Florida, or their duly authorized representative(s).

Change Order: shall mean a written order to the Contractor, signed by the County, authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract and/or Task Order, or the Contract Performance Period or Completion Time issued after execution of the Contract or issuance of a Task Order.

Completion Time: shall mean the number of days specified on a Task Order for completion of the Work on that Task Order.

Contract: shall mean the written agreement between the County and the Contractor regulating the Work to be performed. The Contract will be attached to and made a part of the Contract Documents.

Contract Performance Period: shall mean the overall performance period of this Contract.

Contractor: shall mean successful Bidder, whether a corporation, firm, individual or any combination thereof, and their successors, personal representatives, executors, administrators and assigns.

County: shall mean the Board of County Commissioners, Brevard County, Florida, or their duly authorized representative(s), for whom the Work is being performed.

Day: shall mean one calendar day when used in the Contract Documents.

Defective Work: shall mean (a) Work that is unsatisfactory, deficient or damaged, does not conform to the Contract Documents, or does not meet the requirements of any inspection test or approval, or (b) Work associated with punch list items that the Contractor fails to complete within a reasonable time after issuance of the punch list by the Project Manager.

Disaster: An occurrence of: (a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder; (b) act of God such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightening, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities; (c) or another event beyond the control of the parties and which could not have been avoided or overcome by the exercise of due diligence.

Disaster-related Work: Work issued pursuant to a Task Order to the Contractor by the County that is necessitated by a Disaster.

Final Acceptance: shall mean written acceptance of the Work specified on an individual Task Order by the County upon the expiration of the warranty period as stated in the Contract Documents.

Notice: shall mean written notice delivered to an authorized representative identified herein in person, by mail or electronic mail.

Notice of Intent to Award: shall mean the notice given by the County to the successful Bidder.

Project: A specific description of Work to be performed at a Site under the scope of this Contract.

Project Manager: Shall mean the Public Works Department Traffic Operations Manager or their designee. The Project Manager will receive correspondence at 580 Manor Drive, Merritt Island, Florida 32952, Phone 321-455-1440.

Site: shall mean the area upon or in which the Contractor's operations are carried on and such other areas adjacent thereto as may be designated as such by the Project Manager.

Specifications: shall mean the parts of the Contract Documents identified as "Specifications" and organized into Divisions. The specifications include general requirements and technical descriptions of materials, equipment, construction systems, standards and workmanship. The term "Technical

Provisions" where used in the Contract Documents refers to the Specifications.

Subcontractor: shall mean any person, firm, or corporation other than employees of the Contractor that contract with the Contractor to furnish, or actually furnishes labor, materials and/or equipment for the Work.

Task Order: shall mean any written order issued against the basic Contract for construction work in accordance with its terms and conditions.

Work: shall mean any and all obligations, duties and responsibilities necessary to the successful completion of the construction assigned to or undertaken by the Contractor under the Contract documents or Task Orders, including the furnishing of all labor materials, equipment, and other incidentals.

2. SCOPE OF BASE WORK

Base Work consists of the installation of thermoplastic pavement markings and reflective pavement markers on new, newly resurfaced, and existing roads in Brevard County. Base Work will also include the removal of thermoplastic markings. Base Work will be assigned to the Contractor as the Secondary Base Contractor in the event that the primary contractor is unresponsive or unable to provide all the necessary services. As the Secondary Base Contractor, Contractor must perform all assigned Base Work. Base Work shall be compensated in accordance with Exhibit A: Schedule of Unit Prices for which the Contractor is the secondary contractor.

a. **Procedure for Assigning Base Work**

The County shall have the sole discretion in determining if, when, and where Base Work is required. Base Work will be assigned pursuant to the procedure in Section II.8, Task Orders.

b. **Inability to Perform Base Work**

Inability to perform assigned Base Work is not excusable and will be considered a breach of this Agreement for which the County reserves all its rights and remedies.

3. DISASTERS

After a disaster the County may require the Contractor to perform Disaster-related work to restore existing thermoplastic markings to an operational condition. The County has sole discretion in determining what constitutes Disaster-related Work.

a. **Procedure for Assigning Disaster-related Work**

Disaster-related Work will be assigned to the Contractor as the primary disaster contractor pursuant to the procedure in Section II.8, Task Orders. The Contractor must perform all assigned Disaster-related Work unless his inability to perform the Disaster Related Work is excused pursuant to Section I.3.b.

Disaster-related Work shall be conducted in accordance with the Local Agency Contracting Requirements for the FHWA Emergency Relief Program. Work performed under the FHWA Emergency Relief Program will be compensated in accordance with Exhibit B: Schedule of Emergency Relief Program Pricing.

b. **Inability to Perform Disaster-related Work**

If the Contractor is unable to perform the assigned Disaster-Related Work requested by the County, he must provide the County with written documentation explaining and supporting the inability to perform Disaster-related Work. The Contractor's inability to perform the Disaster-related Work requested in a Task Order is only excusable if it is in good faith and due to the engagement or unavailability of resources and/or equipment necessary for the performance of the Disaster-related Work. The County has sole discretion in determining whether the inability to perform requested Disaster-related Work is excusable.

If the Contractor's inability to perform the Disaster-related Work requested is excused, the County shall assign the Disaster-related Work to its Secondary Disaster Contractor.

If the Contractor's inability to perform the Disaster-related Work requested is not excused, it is considered a breach of the Agreement for which the County reserves any and all remedies.

4. TERM OF AGREEMENT

This Agreement shall be for one (1) year, with the option to renew for up to two (2) additional one (1) year periods. Renewals may be subject to negotiation of pricing, terms, and conditions. Renewals must be in writing and signed by both parties.

5. REPRESENTATION OF CONTRACTOR

The Contractor must present sufficient evidence that it is a Florida Department of Transportation pre-qualified contractor

in the field of Pavement Markings. The sufficiency of such evidence shall be within the County's sole discretion and subject to the County's satisfaction. The Contractor must maintain the pre-qualifications throughout the term of the contract.

6. UNAUTHORIZED ALIEN WORKERS

Brevard County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider the employment by the contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral termination of this Agreement by the County.

7. PUBLIC ENTITY CRIMES

The Contractor must provide a fully executed Public Entity Crimes Affidavit in accordance with F.S. 287.133(3)(a) within ten (10) days of the date of this Agreement and prior to commencing any Work under this Agreement.

8. BOND

The Contractor shall furnish a surety (performance) bond, Attachment C, in the amount of fifty thousand dollars ($50,000.00), which bond shall guarantee the faithful

performance of any and all duties and materials or labor under this agreement.

9. INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the products or services to be contracted, provided such claim, damage, loss or expense:

a. Is attributable to bodily injury, sickness, disease, death or personal injury, or to property damage, including loss of use resulting there from, and;

b. Is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor or any of their employees, or arises from a work-related injury to any of the Contractor's employees, any subcontractor, or any of their employees.

The Contractor acknowledges receipt of adequate consideration for this provision.

10. INSURANCE REQUIREMENTS

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

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

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

Workers' Compensation and Employers Liability Insurance covering all persons conducting the Contractor's operations on County premises or on behalf of the County in the full amount required by the State of Florida laws.

The Contractor shall 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 General Liability and Auto Liability certificates of insurance shall indicate that the policies have been endorsed to cover the County as an additional insured and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

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

11. ATTORNEY'S FEES

In the event of any legal action to interpret or enforce the terms of this Agreement or any provision hereof, each party shall bear its own attorneys' fees and costs and any trial shall be non-jury.

12. VENUE

Venue for any legal action brought by any party to this agreement (for the purposes of this clause, this includes any city or municipality who is allowed to utilize the Contractor's services under this Agreement), to interpret, construe, or enforce this Agreement shall be in a court of competent jurisdiction in and for **Brevard County, Florida.**

13. INDEPENDENT CONTRACTOR

The Contractor shall perform the conditions of this agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this agreement shall be in any way construed to constitute the Contractor, or any of its agents or employees, as an agent, employee or representative of the County.

14. DELEGATION OF WORK

The County reserves the right to ascertain the necessity for Contractor service and shall, at its sole discretion, determine the conditions warranting Contractor response.

15. EVALUATION OF PERFORMANCE

The County will conduct an annual evaluation of the Contractor's performance. The evaluation may be used as a consideration with respect to extension or termination of the contract.

16. DEFICIENCIES

If, through any cause, the Contractor shall fail to fulfill its obligations under this Agreement, or if the Contractor violates any of the covenants, agreements, or stipulations of this Agreement:

a. The County shall have the right to direct the contractor to cease operation until deficiencies are corrected;

b. The County shall have the right to schedule a meeting to discuss the deficiencies. The Contractor shall be responsible for providing a written corrective action plan within two (2) working days after the meeting.

c. The County shall have the right to reject the Defective Work. Upon rejection of Defective Work the Contractor shall remove the Defective Work from the site and replace it with non-defective Work within a reasonable time, or as specified in a corrective action plan.

d. The County shall have the right to specify other remedial action, which may be incorporated into this Agreement by mutual written consent of the parties.

e. Any deficiencies not addressed by the contractor by the time required under this contract will be grounds to deny payment for the location affected.

17. LIQUIDATED DAMAGES

Should the Contractor fail to reach Final Acceptance for any assigned Work within the Completion Time, including any extension(s) authorized pursuant to the terms of the Contract documents, liquidated damages in the amount of four hundred ($400) dollars per calendar day shall accrue daily up to but not including the day Final Acceptance is achieved.

These liquidated damages represent the estimate of the actual damages the County will sustain if the Contractor fails to reach Final Acceptance within the Completion Time, including any extension(s) authorized pursuant to the terms of the Contract documents. It is agreed that these amounts are not a penalty.

If the Contractor believes that any such delay has been caused by a circumstance beyond its reasonable control the Contractor must submit notice of Request for Waiver of the delay to the Project Manager. Each such Request for Waiver must be received by the Project Manager within forty-eight (48) hours of the start of the event that is alleged to be the cause of that delay. If the Request for Waiver is not received in that time frame, it is barred. The Project Manager may, upon Contractor's written request, grant an extension of time for submitting the Request for Waiver. Such requests will not be unreasonably

denied. Each Request for Waiver will be reviewed on its merits by the Project Manager pursuant to the terms and conditions of this Agreement. The Project Manager shall respond to the Request for Waiver in writing within five (5) working days of receipt of the Request for Waiver. Each decision by the County with regard to granting or denying, in whole or in part, the Request for Waiver shall be final. Although no proper Request for Waiver will be unreasonably denied, the burden of persuasion rests with the Contractor.

18. TERMINATION

If through any cause, the Contractor shall fail to fulfill its obligations under this Agreement, or if the Contractor violates any of the covenants, agreements, or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination, specifying the effective date thereof. Notice shall be given at least ten (10) days before the effective date of such termination.

In the event of termination, the Contractor shall not be entitled to any damages, liquidated or otherwise caused as a result of such termination.

Any Work completed prior to the date of termination shall, at the option of the County, become the property of the County. The County is only responsible for payment of Work completed, inspected and accepted prior to the effective date of termination. County shall not be responsible for any

supplemental costs, administrative expenses and profit for uncompleted Work.

Either party may terminate this Agreement, with or without cause, upon ninety (90) days written notice.

19. ASSIGNABILITY BY CONTRACTOR

This Agreement is not assignable by the Contractor without the expressed prior written consent of the County.

20. OTHER PUBLIC AGENCY CONTRACTS

Any other public agency within Brevard County may enter into agreements with the County for thermoplastic striping work to be performed by the Contractor pursuant to the terms of this Agreement.

21. NON-EXCLUSIVITY

The parties hereto specifically agree that this is a non-exclusive agreement and that the County may select other contractors to perform construction, rehabilitation and maintenance during the term of this agreement.

22. ENTIRE AGREEMENT

This Agreement embodies the entire agreement and understanding between the parties hereto and there are no other agreements and understandings, oral or written with reference to the subject matter hereof that are not merged herein.

23. SEVERABILITY

In the event a court of competent jurisdiction finds any sentence, provision, paragraph, or section of this Agreement is void or unenforceable, the remaining parts of this agreement

shall continue in full force and effect as though such sentence, provision, paragraph or section had been omitted from this Agreement.

24. WAIVER

In the event the County waives any of the Contractor's obligations or duties in this Agreement, it shall not constitute a waiver of any of the other obligations and duties of the Contractor, nor shall waiver of any such obligation or duty constitute a continuing waiver of that obligation or duty.

25. COMPENSATION

Compensation for the Base Work shall be in accordance with Exhibit A: Schedule of Unit Prices. Compensation for Disaster-related Work shall be in accordance with Exhibit B: Schedule of Emergency Relief Program Pricing.

Compensation schedules may be adjusted 120 days after the effective date of the contract upon mutual written consent of the parties. Compensation adjustment shall be based on Thermoplastic material cost variation or other relevant economic conditions, sufficiently documented by the requesting party. Either party may request a compensation adjustment. Failure to agree upon compensation adjustments shall constitute mutually agreed upon termination of this agreement. The request for compensation adjustment must be made at least (30) calendar days prior to the requested effective date of the new compensation rate. Contractor requested compensation adjustment will only be considered in the case of a valid price increase passed on from

the wholesaler or manufacturer to the Contractor during the award period. This requested adjustment must be supported by timely and proper written notification from the wholesaler or manufacturer to the Contractor.

26. WARRANTY

The Contractor shall extend to the County the same warranty on all materials and equipment furnished under this Agreement, which the manufacturer extends to the Contractor and/or purchasers.

The Contractor shall guarantee its workmanship under this Agreement for a period of one (1) year from the date of acceptance.

27. RIGHT TO AUDIT RECORDS

In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to this Agreement in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Contractor in conjunction with this Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County. The Contractor shall retain all documents, books and records for a period of five (5) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and Ch. 119, Florida Statutes. All records or documents created by or provided to the Contractor by the County in connection

with this Agreement are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the County in a format compatible with the information technology systems of the County.

The Contractor shall ensure that public records which 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 and following termination of the Agreement if the Contractor does not transfer the records to the public agency. In lieu of retaining all public records upon termination of this Agreement, the Contractor may transfer, at no cost to the County, all public records in possession of the Contractor. If the Contractor transfers all public records to the County upon termination of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

28. FLORIDA PUBLIC RECORDS LAW

Pursuant to Section 119.0701, 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 Contractor of the request and the Contractor must provide the records to the County or allow the records to be inspected or copied within twenty-four (24) hours (not including weekends and legal

holidays) of the request so the County can comply with the requirements of Sections 119.07. The Contractor may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

If the Contractor fails to provide the requested public records to the County within a reasonable time, the Contractor may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. Sections 119.0701, 119.110. The Contractor's failure to comply with public records requests is considered a material breach of this Agreement and grounds for termination.

Should the County face any legal action to enforce inspection or production of the records within the Contractor's possession and control, the Contractor agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Contractor shall hire and compensate attorney(s) to represent the Contractor and County in defending such action. The Contractor shall pay all costs to defend such action and any costs and attorneys fess awarded pursuant to Section 119.12.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE

CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE PUBLIC WORKS DEPARTMENT RECORDS CUSTODIAN, ROBERT HENDRICKS AT 321-617-7202.

29. UTILITY COORDINATION

The Contractor is responsible for coordinating with all public and private utility companies, as may be necessary for proper and safe completion of the work.

30. SUBCONTRACTING

It is understood that the Contractor will be solely responsible for the assigned work. Any subcontractors must be previously approved by the Project Manager.

The Contractor will not employ any Subcontractor, other person or organization against whom the County or the Project Manager may have reasonable objections, nor will the Contractor be required to employ any Subcontractor against whom he has reasonable objection. The Contractor will not make any substitution for any Subcontractor who has been accepted by the Project Manager, unless the County and the Project Manager determine that there is good cause for doing so.

Nothing in the Contract documents shall create, nor shall it be interpreted to create, privity of contract between any Subcontractor and the County.

II. INSTALLATION, MAINTENANCE, AND REMOVAL

1. RESOURCE REQUIREMENTS

The Contractor shall furnish all supervision, quality control, labor, materials, equipment, supervision, tools, transportation, supplies, manpower, and pay disposal fees necessary to complete the Work specified in this Agreement. Unit prices shall be inclusive of all incidentals, labor, materials, maintenance of traffic, mobilization, etc. No additional compensation will be provided to the contractor.

2. MULTIPLE CONCURRENT PROJECTS

The Contractor shall have adequate resources to handle two (2) or more Projects at the same time. Bidders shall define and submit a Management Plan and Resource List containing the minimum components (including personnel and equipment) to describe in detail their capability to handle multiple concurrent Projects. The multiple concurrent project capability is considered a minimum requirement in the consideration of award of a contract for this solicitation.

3. SAFETY AND PROTECTION

The Contractor shall follow all applicable safety standards. The Contractor will take all necessary precautions for the safety and protection of:

a. All employees and other persons who may be affected by the Work;

b. All the Work and all materials or equipment on or off the site; and

c. Private property at the site or adjacent thereto including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not within the scope of the Project.

4. EQUIPMENT AND RESOURCES

All equipment used in the performance of the contract on County Property shall be maintained properly. All equipment used by the Contractor is subject to inspection by the Project Manager. Any equipment deemed inoperable, unsafe, or improper for the Work shall be removed from the work site.

The Contractor shall utilize equipment of a type and in sufficient quantity to perform the Work in a satisfactory manner and as scheduled in the Task Order. The list of equipment shall comply with minimum requirements for equipment as detailed on the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.

5. PROJECT MANAGER

The Contractor will coordinate with the Project Manager who will verify that the Work has been completed in accordance with specifications, as scheduled, and handle problems that may arise.

The Project Manager may issue verbal orders to address emergencies or to ensure the continuity of critical elements of contract performance.

The County's Project Manager shall be advised, at their request, as to the status and details of work being completed by the Contractor in the format they require.

The Contractor will provide the Project Manager a list of all foremen and supervisors who will perform the work. This list will also contain twenty-four (24) hour emergency numbers.

6. CONTRACTOR'S REPRESENTATIVE

The Contractor will designate a competent Contractor's Representative who will not be replaced without written notice to the County's Project Manager at least twenty-four (24) hours before the change. The Contractor's Representative will be present at Work locations and will have the authority to act on behalf of the Contractor. All communications (both verbal and written) given to the Contractor's Representative will be as binding as if given to the Contractor. The Contractor's Representative must be International Municipal Signal Association (IMSA) Signs & Markings Level 2 certified. There must be an IMSA Signs & Marking Level 2 certified Contractor's Representative on the job site at all times.

7. COORDINATION CONFERENCE

A coordination conference will be held to discuss schedules, procedures, invoicing, maintenance of traffic, utility coordination, and any other aspects of the Work. The conference will be scheduled within 20 days after the effective date of the Agreement, but before Contractor begins Work at any site. The conference shall be attended by the Contractor,

Project Manager, and other personnel as required. Either party may request and be granted additional coordination conferences.

8. TASK ORDERS

All Work will be assigned by the Project Manager in the form of a written Task Order. The Task Order will contain a start date and completion date that will be mutually agreed to between the County and the Contractor. No Work will begin until a Task Order has been issued to the Contractor.

a. **Quotations for Work Prior to Issuance of Task Order**

If the County deems it necessary, the County may request in writing for the Contractor to visit the site and submit a written quotation to the Project Manager. Written quotations, if requested, must be submitted within seven (7) calendar days of the Contractor receiving the County's request. The quotation shall be based solely upon the unit prices contained in the Bid Item Schedule. The quotation shall also include the proposed schedule for completion of the project in calendar days. Upon receipt and review of the quotation, the County may issue the Contractor a Task Order for the quoted Work.

The County may issue a Task Order to the Contractor without requesting a quotation.

b. **Issuance of Task Order**

Once a Task Order has been issued to the Contractor, the Contractor must respond in writing either accepting the Work or explaining his inability to perform the Work, if applicable. Inability to perform Work is only excusable pursuant to the

terms in Section I.3.b. for Disaster-related Work. The response to the Task Order must be submitted to the Project Manager within seven (7) calendar days of Contractor's receipt of the Task Order, unless that time is extended in writing by the Project Manager.

Upon accepting the Work in the Task order, the Contractor will submit a Work schedule prior to beginning any Work assigned. The Work schedule will contain the route to be followed and the location of work each day. The Contractor will consult with the County's Project Manager prior to any schedule variance. The County's Project Manager shall be notified one day prior to the schedule change and must concur with the recommended changes. The Contractor shall start working on assigned projects within two (2) days of the Project Manager's approval of the schedule.

9. CLEAN UP

The Contractor will keep the site free from accumulations of waste material, rubbish and other debris during performance of the Work. At the completion of the Work the Contractor will remove all waste materials, rubbish, and debris from and about the premises as well as all tools, construction equipment, machinery, and surplus materials, and will leave the site clean and ready for occupancy by the County. The Contractor shall restore those portions of the site not designated for alteration by the Task Order to their original condition.

10. FINAL INSPECTION

Upon written notice from the Contractor that the project is complete, the County's Project Manager shall schedule and conduct a final inspection with the Contractor and will notify the Contractor in writing of any deficiencies in the project. The Contractor shall correct all deficiencies and request an inspection within five (5) work days or as agreed to by the Project Manager and before Final Acceptance and payment is made.

If a third inspection is required, the County will assess a one hundred ($100.00) dollar fee to the Contractor. The one hundred ($100.00) dollar fee will be assessed for every subsequent re-inspection. The fee is assessed to offset the additional County labor costs and vehicle usage required for inspections and will be deducted from the final invoice for that Task Order.

11. ACCEPTANCE

Final Acceptance of the Project will be granted when the Contractor completes a Project to the satisfaction of the County. The Contractor shall submit invoices for payment to the County within thirty (30) days of Final Acceptance. The County shall remit payment upon acceptance in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.

12. PERFORMANCE STANDARDS

Any marking products utilized must be listed in the current FDOT "Qualified Product List" if the specific device category

exists. All materials and installations shall be in accordance with the latest edition of all applicable technical specifications including, but not limited to, the following:

a. Florida Department of Transportation:

i. Standard Specifications for Road & Bridge Construction

ii. Design Standards for Design, Construction, Maintenance, and Utility Operations on the State Highway System

iii. Manual on Uniform Minimum Standards for Design, Construction and Maintenance of Streets and Highways

iv. Accident Prevention Procedures Manual

b. Federal Highway Administration:

i. Manual on Uniform Traffic Control Devices

c. Associated General Contractors of America, Inc.

i. Manual of Accident Prevention in Construction

13. CONFLICTING STANDARDS

In the event of conflicting specifications, the resolution shall be at the discretion of the Project Manager. In those cases in which the County specifications are more restrictive, the County specifications shall govern, except as may be otherwise determined by the Project Manager.

14. MODIFICATION OF STANDARDS

The County may, at its discretion, modify and/or exceed performance standards based on engineering judgment or

maintenance considerations. In those cases in which the County requests a performance level significantly in excess of the specifications, the Contractor shall be entitled to request additional compensation. Additional compensation must be requested by the Contractor and approved by the Project Manager in writing, prior to commencing the Work.

15. MAINTENANCE OF TRAFFIC

The Contractor is responsible for maintaining safe traffic flow in accordance with all applicable standards. The County shall reserve the right to specify the Work be conducted at night in order to maintain adequate traffic flow. All costs associated with maintenance of traffic (M.O.T.) must be included with the Unit Price.

Due to congested traffic or weather conditions, the Contractor may be required to remove his/her operation from the right-of-way at the discretion of the County's Project Manager. If the Contractor is required to remove his/her operation due to congested traffic or weather conditions, fewer than five (5) hours worked will constitute one-half (1/2) of a work day and five (5) or more hours worked will constitute one (1) work day.

Road closures will not be allowed except in the case of emergencies and only when approved in writing by the Project Manager.

16. PAVEMENT MARKINGS

a. Thermoplastic pavement markings, material, equipment, and method of application will be in accordance with Sections 711 and 971 of the F.D.O.T. Standard Specifications for Road and Bridge Construction.

b. Painted pavement markings, material, equipment, and method of application will be in accordance with Sections 710 and 971 of the F.D.O.T. Standard Specifications for Road and Bridge Construction.

c. Pavement markings will be laid out in accordance with Index 17344, 17345 and 17346 of the F.D.O.T. Design Standards.

d. Only alkyd resin type thermoplastic material will be used.

e. Six (6), eight (8), twelve (12), eighteen (18), and twenty-four (24) inch yellow or white traffic stripes will be measured and paid for by the actual linear foot of paint or thermoplastic installed. Unpainted/un-striped gaps will not be measured or paid for.

17. REFLECTORIZATION

Initial thermoplastic pavement markings on new pavement shall be reflectorized with a double drop application of glass spheres, except transverse markings such as stop lines, words and arrows shall be reflectorized with a single drop application

of glass spheres. Thermoplastic pavement markings for recapping and refurbishing of existing markings shall be reflectorized with a single drop application of glass spheres.

18. REFLECTIVE PAVEMENT MARKERS

Reflective pavement markers will be installed in accordance with Index 17352 of the F.D.O.T. Design Standards.

19. PAVEMENT MARKINGS ON NEWLY SURFACED ROADS

The paint pavement markings shall be identical in layout to the final thermoplastic pavement markings. Final thermoplastic pavement markings shall be installed after the final asphalt surface has cured sufficiently to prevent asphalt tracing on the pavement markings.

20. REMOVAL OF EXISTING THERMOPLASTIC PAVEMENT MARKINGS

Existing thermoplastic pavement markings will be removed in accordance with Section 711 of F.D.O.T. Standard Specifications for Road and Bridge Construction.

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

ATTEST:

Scott Ellis, CLERK

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Curt Smith, Chairman

Approved by the Board on
September 20, 2016

Reviewed for legal form and content:

Assistant County Attorney

ATTEST:

SOUTHWIDE INDUSTRIES, INC.

Adam D. Holmes, Vice-President

Bond #106819166

BY THIS BOND, We Southwide Industries, Inc., as Principal and Travelers Casualty & Surety Co. of America a corporation as Surety, are bound to Brevard County Board of County Commissioners, Brevard County, Florida, herein called Owner, in the sum of Fifty - Thousand Dollars ($ 50,000.00), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigned, jointly and severally.

THE CONDITIONS OF THIS BOND are that if Principal:

1. Performs promptly, completely and faithfully the contract dated _____, 2017, between Principal and Owner for supply and implementation of the Bid # B-4-17-86 Thermoplastic Striping, the contract being attached hereto and made a part of this bond by reference, in such time and without delay, and in the manner prescribed in the contract including the delivery, execution and performance of any warranty work required by the contract; and

2. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and

3. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

Signed and sealed this 17th day of October, 2017.

Witness: Jennifer Ingram

_____ Its: PRESIDENT
(Principal) (Title) (Seal)

Witness: Wanda Davis

_____ Its: Power of Attorney
(Surety) (Title) (Seal)

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 232380

Certificate No. 007291087

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Dirk Douglas DeJong, Tina Shannon, and Dora Villavicencio

of the City of Pompano Beach, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 11th day of July, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the 11th day of July, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault
Marie C. Tetreault, Notary Public

58440-5-16 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Exhibit A
Schedule of Unit Prices

DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
Retro-reflective pavement marker, Class B	EA	5000	$ 3.75	$ 18,750.00
Retro-reflective pavement marker removal	EA	100	$ 0.20	$ 20.00
Thermoplastic (new) (white) (solid) (4")	LF	105600	$ 0.30	$ 31,680.00
Thermoplastic (new) (white) (solid) (6")	LF	264000	$ 0.67	$ 176,880.00
Thermoplastic (new) (white) (solid) (8")	LF	1600	$ 0.60	$ 960.00
Thermoplastic (new) (white) (solid) (12")	LF	5000	$ 1.35	$ 6,750.00
Thermoplastic (new) (white) (solid) (18")	LF	2000	$ 1.60	$ 3,200.00
Thermoplastic (new) (white) (solid) (24")	LF	5000	$ 2.85	$ 14,250.00
Thermoplastic (new) (white) (skip) (4")	LF	105600	$ 0.30	$ 31,680.00
Thermoplastic (new) (white) (skip) (6")	LF	264000	$ 0.67	$ 176,880.00
Thermoplastic (new) (white) (skip) (8")	LF	500	$ 0.60	$ 300.00
Thermoplastic (new) (white) (dot guide) (4")	LF	500	$ 0.30	$ 150.00
Thermoplastic (new) (white) (dot guide) (6")	LF	500	$ 0.67	$ 335.00
Thermoplastic (new) (white) (message)	EA	50	$ 75.00	$ 3,750.00
Thermoplastic (new) (white) (single arrows)	EA	100	$ 65.00	$ 6,500.00
Thermoplastic (new) (white) (combo arrow)	EA	100	$ 20.00	$ 2,000.00
Thermoplastic (new) (white) (yield lines)	LF	100	$ 1.00	$ 100.00
Thermoplastic (new) (yellow) (solid) (4")	LF	105600	$ 0.30	$ 31,680.00
Thermoplastic (new) (yellow) (solid) (6")	LF	264000	$ 0.67	$ 176,880.00
Thermoplastic (new) (yellow) (solid) (8")	LF	500	$ 0.60	$ 300.00
Thermoplastic (new) (yellow) (solid) (12")	LF	1000	$ 0.50	$ 500.00
Thermoplastic (new) (yellow) (solid) (18")	LF	2000	$ 1.60	$ 3,200.00
Thermoplastic (new) (yellow) (solid) (24")	LF	500	$ 2.85	$ 1,425.00
Thermoplastic (new) (yellow) (skip) (4")	LF	105600	$ 0.30	$ 31,680.00
Thermoplastic (new) (yellow) (skip) (6")	LF	264000	$ 0.67	$ 176,880.00
Thermoplastic (new) (yellow) (skip) (8")	LF	500	$ 0.60	$ 300.00
Thermoplastic (new) (yellow) (dot guide) (4")	LF	500	$ 0.30	$ 150.00
Thermoplastic (new) (yellow) (dot guide) (6")	LF	500	$ 0.67	$ 335.00
Thermoplastic(new)(blue) Handicap Stall with walkway	EA	1	$ 350.00	$ 350.00
Thermoplastic (new) (blue) Handicap Stall without walkway	EA	1	$ 350.00	$ 350.00

DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
Thermoplastic (refurbish) (white) (solid) (4")	LF	105600	$ 0.30	$ 31,680.00
Thermoplastic (refurbish) (white) (solid) (6")	LF	264000	$ 0.62	$ 163,680.00
Thermoplastic (refurbish) (white) (solid) (8")	LF	1600	$ 0.50	$ 800.00
Thermoplastic (refurbish) (white) (solid) (12")	LF	5000	$ 1.25	$ 6,250.00
Thermoplastic (refurbish) (white) (solid) (18")	LF	2000	$ 1.40	$ 2,800.00
Thermoplastic (refurbish) (white) (solid) (24")	LF	5000	$ 2.75	$ 13,750.00
Thermoplastic (refurbish) (white) (skip) (4")	LF	105600	$ 0.20	$ 21,120.00
Thermoplastic (refurbish) (white) (skip) (6")	LF	264000	$ 0.60	$ 158,400.00
Thermoplastic (refurbish) (white) (skip) (8")	LF	500	$ 0.55	$ 275.00
Thermoplastic (refurbish) (white) (dot guide) (4")	LF	500	$ 0.20	$ 100.00
Thermoplastic (refurbish) (white) (dot guide) (6")	LF	500	$ 0.60	$ 300.00
Thermoplastic (refurbish) (white) (message)	EA	50	$ 50.00	$ 2,500.00
Thermoplastic (refurbish) (white) (single arrows)	EA	100	$ 40.00	$ 4,000.00
Thermoplastic (refurbish) (white) (combo arrow)	EA	100	$ 15.00	$ 1,500.00
Thermoplastic (refurbish) (white) (yield lines)	EA	100	$ 1.00	$ 100.00
Thermoplastic (refurbish) (yellow) (solid) (4")	LF	105600	$ 0.20	$ 21,120.00
Thermoplastic (refurbish) (yellow) (solid) (6")	LF	264000	$ 0.62	$ 163,680.00
Thermoplastic (refurbish) (yellow) (solid) (8")	LF	500	$ 0.55	$ 275.00
Thermoplastic (refurbish) (yellow) (solid) (12")	LF	1000	$ 0.50	$ 500.00
Thermoplastic (refurbish) (yellow) (solid) (18")	LF	2000	$ 1.40	$ 2,800.00
Thermoplastic (refurbish) (yellow) (solid) (24")	LF	500	$ 0.50	$ 250.00
Thermoplastic (refurbish) (yellow) (skip) (4")	LF	105600	$ 0.20	$ 21,120.00
Thermoplastic (refurbish) (yellow) (skip) (6")	LF	264000	$ 0.62	$ 163,680.00
Thermoplastic (refurbish) (yellow) (skip) (8")	LF	500	$ 0.55	$ 275.00
Thermoplastic (refurbish) (yellow) (dot guide) (4")	LF	500	$ 0.20	$ 100.00
Thermoplastic (refurbish) (yellow) (dot guide) (6")	LF	500	$ 0.62	$ 310.00
Thermoplastic (refurbish) (blue) Handicap Stall with walkway	EA	1	$ 350.00	$ 350.00
Thermoplastic (refurbish) (blue) Handicap Stall without walkway	EA	1	$ 350.00	$ 350.00
Pavement Marking Removal by Grinding	SF	500	$ 1.25	$ 625.00
Pavement Marking Removal by Waterblasting	SF	500	$ 3.00	$ 1,500.00

Exhibit B
Schedule of Emergency Relief Program Pricing

DESCRIPTION	UNIT	UNIT PRICE
Retro-reflective pavement marker, Class B	EA	$ 3.75
Thermoplastic (new) (white) (solid) (4")	LF	$ 0.30
Thermoplastic (new) (white) (solid) (6")	LF	$ 0.67
Thermoplastic (new) (white) (solid) (8")	LF	$ 0.60
Thermoplastic (new) (white) (solid) (12")	LF	$ 1.35
Thermoplastic (new) (white) (solid) (18")	LF	$ 1.60
Thermoplastic (new) (white) (solid) (24")	LF	$ 2.85
Thermoplastic (new) (white) (skip) (4")	LF	$ 0.30
Thermoplastic (new) (white) (skip) (6")	LF	$ 0.67
Thermoplastic (new) (white) (skip) (8")	LF	$ 0.60
Thermoplastic (new) (white) (dot guide) (4")	LF	$ 0.30
Thermoplastic (new) (white) (dot guide) (6")	LF	$ 0.67
Thermoplastic (new) (white) (message)	EA	$ 75.00
Thermoplastic (new) (white) (arrows)	EA	$ 65.00
Thermoplastic (new) (white) (combo arrows)	EA	$ 20.00
Thermoplastic (new) (white) (yield lines)	LF	$ 1.00
Thermoplastic (new) (yellow) (solid) (4")	LF	$ 0.30
Thermoplastic (new) (yellow) (solid) (6")	LF	$ 0.67
Thermoplastic (new) (yellow) (solid) (8")	LF	$ 0.60
Thermoplastic (new) (yellow) (solid) (12")	LF	$ 0.50
Thermoplastic (new) (yellow) (solid) (18")	LF	$ 1.60
Thermoplastic (new) (yellow) (solid) (24")	LF	$ 2.85
Thermoplastic (new) (yellow) (skip) (4")	LF	$ 0.30
Thermoplastic (new) (yellow) (skip) (6")	LF	$ 0.67
Thermoplastic (new) (yellow) (skip) (8")	LF	$ 0.60
Thermoplastic (new) (yellow) (dot guide) (4")	LF	$ 0.30
Thermoplastic (new) (yellow) (dot guide) (6")	LF	$ 0.67

DESCRIPTION	UNIT	UNIT PRICE
Thermoplastic (refurbish) (white) (solid) (4")	LF	$ 0.20
Thermoplastic (refurbish) (white) (solid) (6")	LF	$ 0.60
Thermoplastic (refurbish) (white) (solid) (8")	LF	$ 0.50
Thermoplastic (refurbish) (white) (solid) (12")	LF	$ 1.25
Thermoplastic (refurbish) (white) (solid) (18")	LF	$ 1.40
Thermoplastic (refurbish) (white) (solid) (24")	LF	$ 2.75
Thermoplastic (refurbish) (white) (skip) (4")	LF	$ 0.20
Thermoplastic (refurbish) (white) (skip) (6")	LF	$ 0.60
Thermoplastic (refurbish) (white) (skip) (8")	LF	$ 0.55
Thermoplastic (refurbish) (white) (dot guide) (4")	LF	$ 0.20
Thermoplastic (refurbish) (white) (dot guide) (6")	LF	$ 0.60
Thermoplastic (refurbish) (white) (message)	EA	$ 50.00
Thermoplastic (refurbish) (white) (single arrows)	EA	$ 40.00
Thermoplastic (refurbish (white) (combo arrow)	EA	$ 15.00
Thermoplastic (refurbish) (white) (yield lines)	EA	$ 1.00
Thermoplastic (refurbish) (yellow) (solid) (4")	LF	$ 0.20
Thermoplastic (refurbish) (yellow) (solid) (6")	LF	$ 0.62
Thermoplastic (refurbish) (yellow) (solid) (8")	LF	$ 0.55
Thermoplastic (refurbish) (yellow) (solid) (12")	LF	$ 0.50
Thermoplastic (refurbish) (yellow) (solid) (18")	LF	$ 1.40
Thermoplastic (refurbish) (yellow) (solid) (24")	LF	$ 0.50
Thermoplastic (refurbish) (yellow) (skip) (4")	LF	$ 0.20
Thermoplastic (refurbish) (yellow) (skip) (6")	LF	$ 0.62
Thermoplastic (refurbish) (yellow) (skip) (8")	LF	$ 0.55
Thermoplastic (refurbish) (yellow) (dot guide) (4")	LF	$ 0.20
Thermoplastic (refurbish) (yellow) (dot guide) (6")	LF	$ 0.62

BREVARD County
BOARD OF COUNTY COMMISSIONERS

FLORIDA'S SPACE COAST

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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

September 21, 2016

MEMORANDUM

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

RE: Item II.C.2., Approval of Permission to Issue Annual Supply Bids, Proposals and Request for Qualifications, and/or Negotiate Competitive Agreements (Fiscal Year 2016-2017)

The Board of County Commissioners, in regular session on September 20, 2016, granted permission to perform actions regarding the solicitation of competitive bids, quotes, and/or negotiate competitive agreement and award to lowest, responsive, and most qualified supplier; to solicit competitive proposals and requests for qualifications, establishing selection competitive proposals and requests for qualifications, establishing selection/negotiation committees approved by the County Manager, or his designee; awarded 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, establishing the continuance of the contract favorable prior to extension of the Agreement; and authorized the Chairman to execute any contracts or contract renewals over $100,000 in annual value. Enclosed is the annual bid/quote/proposal list for Fiscal Year 2016-2017.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/ds

Encl. (1)

cc: County Manager
Finance
Budget

Public Works Department
2725 Judge Fran Jamieson Way
Building A, Room 201
Viera, Florida 32940

BOARD OF COUNTY COMMISSIONERS

Inter-Office Memo

TO: Rita Pritchett, Chair

THUR: Frank Abbate, County Manager

THUR: John P. Denninghoff, Assistant County Manager

THUR: Andrew J. Holmes, P.E., Public Works Director

FROM: Tammy Thomas-Wood, Support Services Manager

RE: Professional Services Agreement – Appraisal Services

DATE: May 18, 2018

On September 20, 2016, the Board of County Commissioners granted Purchasing Services permission to issue Annual Supply Bids, Proposals, and Request for Qualifications (FY 2016-2017) and/or Negotiate Competitive Agreements. As noted on the Memorandum dated September 21, 2016, this Board action also authorized the Chair to execute contracts.

Purchasing Services on behalf of Public Works, issued RFQ #4-17-03 for the acquisition of appraisal services in support of Transportation, Utilities, Parks & Recreation, Natural Resources Management Department and Facilities projects. The Selection and Negotiation Committee, per BCC-26, selected and successfully negotiated Professional Services Agreements with the following appraisal firms:

W.H. Benson & Company
Clayton, Roper, Marshall, Inc.
Callaway & Price, Inc.
The Appraisal Group of Central Florida, Inc.

The term of Agreement is for a period of one (1) year after the final date of execution, with an option of (4) four additional one (1) year renewals. The County Attorney's Office has reviewed and approved the Agreements, per AO-29. In accordance with the Memorandum, you will please find attached two (2) Agreements for execution. At this time, W.H. Benson & Company (Benson) and Clayton, Roper, Marshall, Inc. (CRM) are prepared for execution. Please ensure a date is noted below the Chair signature block. The Clerk will attest your signature.

Please feel free to contact our office if you have any questions or concerns.

Encl: Benson Agreement
CRM Agreement
Memorandum Annual BPQ

cc: Jon McLester, Procurement Supervisor

ANNUAL BID/QUOTE/PROPOSAL LIST
FY 2016/2017

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

Client#: 25320 KIMLHORN

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/17/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): 866-550-4082 E-MAIL ADDRESS: jerry.noyola@greyling.com
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : National Union Fire Ins. Co. — 19445 INSURER B : Aspen American Insurance Compan — 43460 INSURER C : New Hampshire Ins. Co. — 23841 INSURER D : Lloyds of London — 085202 INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 17-18 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:			5268169	04/01/2017	04/01/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $500,000 $25,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			4489663	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $0			CX005FT17	04/01/2017	04/01/2018	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
C A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		015893685 (AOS) 015893686 (CA)	04/01/2017 04/01/2017	04/01/2018 04/01/2018	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
D	Professional Liab			P070831700	04/01/2017	04/01/2018	Per Claim $2,000,000 Aggregate $2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Agreement for Engineering and Consulting Services; Project Mgr - Steve Romano. Brevard County Board of County Commissioners is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract.
Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to
(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
Brevard County Board of County Commissioners 2725 Judge Fran Jamieson Way Bldg A, Suite 213 Melbourne, FL 32940	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE D.N. Collings

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DESCRIPTIONS (Continued from Page 1)

the Certificate Holder.

TABLE OF CONTENTS
MASTER PROFESSIONAL SERVICES AGREEMENT

SECTION 1	SCOPE OF SERVICES	3
SECTION 2	TERM	4
SECTION 3	SERVICES AND COMPENSATION	4
SECTION 4	ADMINISTRATION OF SERVICES	5
SECTION 5	BILLING AND TIME OF PAYMENT.	5
SECTION 6	ADDITIONAL SERVICES	6
SECTION 7	AUTHORIZED REPRESENTATIVES	6
SECTION 8	COUNTY ASSISTANCE	7
SECTION 9	TITLE TO DELIVERABLES	7
SECTION 10	INDEMNIFICATION	7
SECTION 11	INSURANCE	8
SECTION 12	NOTICES	8
SECTION 13	FORCE MAJEURE	9
SECTION 14	TERMINATION	9
SECTION 15	APPLICABLE LAW	10
SECTION 16	WAIVER	11
SECTION 17	CONFLICT OF INTEREST: COUNTY	11
SECTION 18	CONFLICT OF INTEREST: CONSULTANT	11
SECTION 19	COVENANT AGAINST CONTINGENT FEES.	11
SECTION 20	RECORDS AND AUDITS	12
SECTION 21	EQUAL OPPORTUNITY EMPLOYMENT	13
SECTION 22	ASSIGNMENT	13
SECTION 23	INDEPENDENT CONTRACTOR	14
SECTION 24	CLAIMS FOR SERVICES	14
SECTION 25	ENTIRE AGREEMENT	14
SECTION 26	SEVERABILITY	14
SECTION 27	MODIFICATIONS OR AMENDMENTS IN WRITING	14
SECTION 28	PERMITS, FEES, and LICENSES	14
SECTION 29	TRUTH-IN-NEGOTIATION CERTIFICATE	15
SECTION 30	COMPLIANCE WITH LAWS	15
SECTION 31	ATTORNEY'S FEES	15

SECTION 32 VENUE 15
SECTION 33 UNAUTHORIZED ALIEN WORKERS 15
SECTION 34 PUBLIC ENTITY CRIMES 16
SECTION 35 EFFECTIVE DATE 16

AGREEMENT FOR ENGINEERING AND CONSULTING SERVICES

This AGREEMENT entered into on _____ (hereinafter "effective date") 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 **Kimley-Horn and Associates, Inc.**, hereinafter referred to as "**Consultant**".

W I T N E S S E T H:

WHEREAS, the County proposes to do work relating to the design, permitting and other engineering services associated with water supply and treatment, water operations and maintenance, water treatment facilities, water transmission and distribution pipe networks, wastewater treatment, wastewater collection systems, pipe networks, waste-water pumping systems, wastewater treatment facilities, wastewater operations and maintenance, reclaimed water transmission and distribution pipe networks, hydraulic system modeling and other water and wastewater related engineering projects as well as general utility management and supporting services; and,

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 the County that it has the competency and experience to perform such services in accordance with the terms and conditions as set forth herein; 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).

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 relating to the design, permitting and other engineering services associated with water supply and treatment, water operations and maintenance, water treatment facilities, water transmission and distribution pipe networks, wastewater treatment, wastewater collection systems, pipe networks, waste-water pumping systems, wastewater treatment

facilities, wastewater operations and maintenance, reclaimed water transmission and distribution pipe networks, hydraulic system modeling and other water and wastewater related engineering projects as well as general utility management and supporting services, 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 Capital Improvement Plan (CIP) as it currently exists.

SECTION 2 TERM

This Agreement shall be a "continuing contract," as defined under Section 287.055(2) (g), Florida Statutes, and BCC-26 Brevard County Policy and shall have a term of five (5) years from the effective date.

SECTION 3 SERVICES AND COMPENSATION

If Consultant's services are required, County will send Consultant a proposed Task Order or Purchase Order detailing the work to be done and the compensation to be paid. The Consultant may negotiate compensation and time for completion of the work with the County. Once the Task Order or Purchase Order has been signed by both parties, the County will issue the Consultant a Notice to Proceed. Consultant shall commence work within five (5) working days of receipt of 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.

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, 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.

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 fee provided in the applicable Task Order or Purchase Order shall be the only compensation to which Consultant is entitled. The fee shall include all of the Consultant's costs associated with the Task Order, office overhead, employee benefits, 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.

If the cost of equipment purchases is included in the compensation for a Task Order or Purchase Order, then that equipment is the property of the County and must be returned to the County upon completion of the Task Order or Purchase Order.

SECTION 4 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 5 BILLING AND TIME OF PAYMENT.

Consultant shall submit invoices for payment to the County either (a) on a monthly basis or (b) contemporaneously with services rendered pursuant to the timeline specified in each Task Order or Purchase Order. The County shall pay Consultant after the County's receipt and approval of a each 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 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". 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 6 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 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 7 AUTHORIZED REPRESENTATIVES

The parties agree that in order to facilitate the orderly and efficient implementation of 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 Utility 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 Consultants 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 the Utility Director and the Consultant's representative shall be specified by the consultant. 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 8 **COUNTY ASSISTANCE**

The County shall assist Consultant by making available to Consultant County personnel with knowledge of the operation of the County as it relates to the Task Order or Purchase Order. 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 9 **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 Consultant 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 Consultant, 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 Consultant 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 10 **INDEMNIFICATION**

Consultant shall indemnify and hold harmless the County, and its offices 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 11 **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:

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)
Per Claim $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. The County is to be named or endorsed as Additional Insured. 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 12 **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	FOR CONSULTANT
James E. Helmer, Director Utility Services Department 2725 Judge Fran Jamieson Way Building A, Suite 213 Melbourne, FL 32940 321-633-2091 E-Mail: jim.helmer@brevardfl.gov	Kimley-Horn and Associates, Inc. Jonathan Martin 3660 Maguire Boulevard, Suite 200 Orlando, FL 32803 407-898-1511 E-Mail: jonathan.martin@kimley-horn.com

Either party shall have the right to change its address for notice purposes at anytime 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 13 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 14 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 15 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. Venue shall be deemed to be in Brevard County, Florida.

SECTION 16 **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 17 **CONFLICT OF INTEREST: COUNTY**

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 18 **CONFLICT OF INTEREST: 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. Consultant shall disclose in writing to the County any conflict of interest affecting his services to the County as soon as he/she becomes aware of it. A conflict of interest is any situation in which the Consultant, his employees, or his subcontractors, are in a position to exploit their professional relationship with the County in any way for their personal or corporate benefit.

SECTION 19 **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 20 **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.

In performance of this Agreement, the Consultant shall keep books, records, and accounts of all activities related to this Agreement in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Consultant in conjunction with this Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County. The Consultant shall retain all documents, books and records for a period of five (5) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and Ch. 119, Florida Statutes. All records or documents created by or provided to the Consultant by the County in connection with this Agreement are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the County in a format compatible with the information technology systems of the County.

The Consultant shall ensure that public records which 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 and following termination of the Agreement if the Consultant does not transfer the records to the public agency. In lieu of retaining all public records upon termination of this Agreement, the Consultant may transfer, at no cost to the County, all public records in possession of the Consultant. If the Consultant transfers all public records to the County upon termination of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

FLORIDA PUBLIC RECORDS LAW: Pursuant to Section 119.0701, 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 records to the County or allow the records to be inspected or copied within twenty-four (24) hours (not including weekends and legal holidays) of the request so the County can comply with the requirements of Sections 119.07. The Consultant may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

If the Consultant fails to provide the requested public records to the County within a reasonable time, the Consultant may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. Sections 119.0701, 119.110. The Consultant's failure to comply with public records requests is considered a material breach of this Agreement and grounds for termination.

Should the County face any legal action to enforce inspection or production of the records within the Consultant's possession and control, The Consultant agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Consultant shall hire and compensate attorney(s) to represent the Consultant and County in defending such action. The Consultant shall pay all costs to defend such action and any costs and attorneys fess awarded pursuant to Section 119.12.

IF THE CONSULTANT 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, ROSE LYONS, 321-633-2091, rose.lyons@brevardfl.gov.

SECTION 21 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, gender, 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 22 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 23 **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 the County employees.

SECTION 24 **CLAIMS FOR SERVICES**

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

SECTION 25 **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 26 **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 27 **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 28 **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 29 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 30 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 31 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 32 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 33 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 (e) Section 274(e) of the 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 34 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 for CATEGORY TWO for a period of 36 months from date of being placed on convicted vendor list.

SECTION 35 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:

Scott Ellis, Clerk

OCT 24 2017

Date:

BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA

for Curt Smith, Chairman

As approved by Board on

19-20-16

Reviewed for legal form and content:

Assistant County Attorney

SEAL

KIMLEY-HORN AND ASSOCIATES, INC. CORPORATE SEAL NC

ATTEST:

Signature

CHARLENE KUNOLD, ADMIN ASST

Name & Title Printed

CONSULTANT

Signature

10/16/2017

Date

JONATHAN A. MARTIN, SR VP

Name & Title, Printed

KIMLEY-HORN AND ASSOCIATES, INC.

Name of Company, Corp., etc.

3660 MAGUIRE BLVD, SUITE 200

Mailing Address

ORLANDO, FL 32803

City, State, Zip

(407) 898-1511

(Area Code) Telephone Number

EXHIBIT A

BREVARD County
BOARD OF COUNTY COMMISSIONERS

POLICY

NUMBER:	**BCC-25**
AMENDS:	**December 15, 2015**
APPROVED:	**April 19, 2016**
ORIGINATOR:	**Purchasing Services**
REVIEW:	**April 19, 2019**

TITLE: PROCUREMENT

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.

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.

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."

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. **Florida Statutes:** Chapters 286.011, 286.0113, 218.70 et.seq., 218.80, Chapter 255 and Chapter 287, Procurement of Personal Property and Services.

K. **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.

L. **Grant** (for the purposes of this policy): An award of which includes assistance in the form of money, property, services, etc., by a source which includes the federal government, state government, other local governments, non-profit agencies, private businesses and citizens.

M. **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.

N. **Lease Purchase:** A lease contract with terms providing for the option to transfer title during or at the end of the lease term.

O. **Purchasing Card:** An accounts payable mechanism, which utilizes credit card infrastructure for the purchase of goods and/or services.

P. **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.

Q. **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.

R. **Purchasing Manual:** A document that describes rules, regulations, policies and procedures to be followed by the purchasing organization and the agencies/departments it serves.

S. **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.

T. **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. 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.

U. **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.

V. **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.

W **Service/Maintenance Agreements:** Contractual documents detailing specifications under which the vendor will provide maintenance/service to equipment in the possession of the County.

X. **Sole Source/Single Source/Proprietary Purchase:** Only known existing source, or only one viable 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.

III. DIRECTIVES

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.

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. T or via formal quote, as defined in Section II.J, solicited by Purchasing Services.

2. Up to $50,000: Assistant County Manager with recommendation for award from the user agency and Purchasing Manager or selection committee, as appropriate, via Formal Quote/Bid/Proposal.

3. 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.

4. $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.

5. 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 to award to the qualified bidder having the lowest, responsible and best bid for tangible items, capital improvement projects and/or equipment when funding is available and within the scope, goals and mission of the Board approved Annual Budget and Capital Improvements Plan. Because a qualified bidder with the lowest, responsible and best bid is generally entitled to an award of bid and an award of bid has been construed to constitute an enforceable agreement, this policy also constitutes authority for the Chair to sign the agreement(s) incorporated into the Request for Bid documents or Request for Proposal, provided that agreement has been reviewed and approved by the County Manager or his designee, and approved as to form and legal content by the County Attorney's Office.

6. The Board must approve the financial terms of all agreements that 1] arise out of the acceptance of a request for proposal or 2] that are negotiated in accordance with the Consultant's Competitive Negotiation Act set forth in section 287.055, Florida Statutes or any successor statute thereto.

7. For the purposes of section 125.17, Florida Statutes, this policy authorizes the Clerk to the Board to attest to any agreements executed by the Chair in accordance with the procedures set forth in subparagraphs 4 and 5 above.

8. 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. If less than two responsive bids, proposals, or replies for commodity or contractual services purchases are received, the Purchasing Manager and User Agency may negotiate on the best pricing, terms and conditions.

N. 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 risk.
10. The Purchase of or payment for utility services, including but not limited to water and sewer, electric, telephone, etc.

O. 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.

P. 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)

Q. 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.

R. 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

S. 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.

T. 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.

U. Grant Assistance

1. When the procurement involves the expenditure of state or federal assistance, grants or contract funds, the procurement shall be conducted in accordance with any applicable local, state or federal laws/regulation requirements specified in the funding/grant conditions as they pertain to the state or federal assistance grant or contract funds.

IV. RESERVATION OF AUTHORITY

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

ATTEST:

Scott Ellis, Clerk

Jim Barfield, Chairman
Brevard County, Florida
Board of County Commissioners
Approved by the Board, on April 19, 2016

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/19/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
J.W. Edens & Company
P.O. Box 278
Titusville FL 32781-0278

Received SEP 21 2017 Utility Service

CONTACT NAME: Yvonne Parrish
PHONE (A/C, No, Ext): (321)383-4554 **FAX (A/C, No):** (321)383-4523
E-MAIL ADDRESS: yparrish@jwedens.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	American Cas Co of Reading PA	20508
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INSURER C :	Continental Casualty Company	20443
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INSURER E :	Admiral Insurance Company	24856
INSURER F :		

INSURED
Infrastructure Solution Services, LLC
7185 Murrell Road, Ste 101
Melbourne FL 32940

COVERAGES **CERTIFICATE NUMBER:** 17-18 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		B5085402966	09/05/2017	09/05/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			5120157100	05/10/2017	05/10/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
C	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			6023643269	09/05/2017	09/05/2018	EACH OCCURRENCE AGGREGATE [ ]	$ 2,000,000 $ 2,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC585402997	09/05/2017	09/05/2018	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is additional insured in respect to the general liability Ref: Master LS T-16 and T-25 Rehabilitation Contractract

CERTIFICATE HOLDER

Brevard County James Helmer
2725 Judge Fran Jamieson Way
Building A, Suite 213
Melbourne FL 32940

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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PRODUCER
J.W. Edens & Company
P.O. Box 278
Titusville FL 32781-0278

Received SEP 21 2017 Utility Service

CONTACT NAME: Yvonne Parrish
PHONE (A/C, No, Ext): (321)383-4554 **FAX (A/C, No):** (321)383-4523
E-MAIL ADDRESS: yparrish@jwedens.com

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TABLE OF CONTENTS
MASTER PROFESSIONAL SERVICES AGREEMENT

SECTION 1	SCOPE OF SERVICES	3
SECTION 2	TERM	4
SECTION 3	SERVICES AND COMPENSATION	4
SECTION 4	ADMINISTRATION OF SERVICES	5
SECTION 5	BILLING AND TIME OF PAYMENT	5
SECTION 6	ADDITIONAL SERVICES	6
SECTION 7	AUTHORIZED REPRESENTATIVES	6
SECTION 8	COUNTY ASSISTANCE	7
SECTION 9	TITLE TO DELIVERABLES	7
SECTION 10	INDEMNIFICATION	7
SECTION 11	INSURANCE	8
SECTION 12	NOTICES	8
SECTION 13	FORCE MAJEURE	9
SECTION 14	TERMINATION	10
SECTION 15	APPLICABLE LAW	10
SECTION 16	WAIVER	11
SECTION 17	CONFLICT OF INTEREST: COUNTY	11
SECTION 18	CONFLICT OF INTEREST: CONSULTANT	11
SECTION 19	COVENANT AGAINST CONTINGENT FEES.	11
SECTION 20	RECORDS AND AUDITS	12
SECTION 21	EQUAL OPPORTUNITY EMPLOYMENT	13
SECTION 22	ASSIGNMENT	13
SECTION 23	INDEPENDENT CONTRACTOR	14
SECTION 24	CLAIMS FOR SERVICES	14
SECTION 25	ENTIRE AGREEMENT	14
SECTION 26	SEVERABILITY	14
SECTION 27	MODIFICATIONS OR AMENDMENTS IN WRITING	14
SECTION 28	PERMITS, FEES, and LICENSES	15
SECTION 29	TRUTH-IN-NEGOTIATION CERTIFICATE	15
SECTION 30	COMPLIANCE WITH LAWS	15
SECTION 31	ATTORNEY'S FEES	15

SECTION 32 VENUE 15
SECTION 33 UNAUTHORIZED ALIEN WORKERS 16
SECTION 34 PUBLIC ENTITY CRIMES 16
SECTION 35 EFFECTIVE DATE 16

AGREEMENT FOR ENGINEERING AND CONSULTING SERVICES

This AGREEMENT entered into on _____ (hereinafter "effective date") 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 **Infrastructure Solution Services, LLC.**, hereinafter referred to as "**Consultant**".

WITNESSETH:

WHEREAS, the County proposes to do work relating to the design, permitting and other engineering services associated with water supply and treatment, water operations and maintenance, water treatment facilities, water transmission and distribution pipe networks, wastewater treatment, wastewater collection systems, pipe networks, waste-water pumping systems, wastewater treatment facilities, wastewater operations and maintenance, reclaimed water transmission and distribution pipe networks, hydraulic system modeling and other water and wastewater related engineering projects as well as general utility management and supporting services; and,

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 the County that it has the competency and experience to perform such services in accordance with the terms and conditions as set forth herein; 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).

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 relating to the design, permitting and other engineering services associated with water supply and treatment, water operations and maintenance, water treatment facilities, water transmission and distribution pipe networks, wastewater treatment, wastewater collection systems, pipe networks, waste-water pumping systems, wastewater treatment

facilities, wastewater operations and maintenance, reclaimed water transmission and distribution pipe networks, hydraulic system modeling and other water and wastewater related engineering projects as well as general utility management and supporting services, 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 Capital Improvement Plan (CIP) as it currently exists.

SECTION 2 **TERM**

This Agreement shall be a "continuing contract," as defined under Section 287.055(2) (g), Florida Statutes, and BCC-26 Brevard County Policy and shall have a term of five (5) years from the effective date.

SECTION 3 **SERVICES AND COMPENSATION**

If Consultant's services are required, County will send Consultant a proposed Task Order or Purchase Order detailing the work to be done and the compensation to be paid. The Consultant may negotiate compensation and time for completion of the work with the County. Once the Task Order or Purchase Order has been signed by both parties, the County will issue the Consultant a Notice to Proceed. Consultant shall commence work within five (5) working days of receipt of 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.

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, 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.

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 fee provided in the applicable Task Order or Purchase Order shall be the only compensation to which Consultant is entitled. The fee shall include all of the Consultant's costs associated with the Task Order, office overhead, employee benefits, 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.

If the cost of equipment purchases is included in the compensation for a Task Order or Purchase Order, then that equipment is the property of the County and must be returned to the County upon completion of the Task Order or Purchase Order.

SECTION 4 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 5 BILLING AND TIME OF PAYMENT.

Consultant shall submit invoices for payment to the County either (a) on a monthly basis or (b) contemporaneously with services rendered pursuant to the timeline specified in each Task Order or Purchase Order. The County shall pay Consultant after the County's receipt and approval of a each 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 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". 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 6 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 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 7 AUTHORIZED REPRESENTATIVES

The parties agree that in order to facilitate the orderly and efficient implementation of 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 Utility 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 Consultants 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 the Utility Director and the Consultant's representative shall be specified by the consultant. 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 8 **COUNTY ASSISTANCE**

The County shall assist Consultant by making available to Consultant County personnel with knowledge of the operation of the County as it relates to the Task Order or Purchase Order. 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 9 **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 Consultant 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 Consultant, 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 Consultant 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 10 **INDEMNIFICATION**

Consultant shall indemnify and hold harmless the County, and its offices 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 11 **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:

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)
Per Claim $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. The County is to be named or endorsed as Additional Insured. 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 12 **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	FOR CONSULTANT
James E. Helmer, Director Utility Services Department 2725 Judge Fran Jamieson Way Building A, Suite 213 Melbourne, FL 32940 321-633-2091 E-Mail: jim.helmer@brevardfl.gov	Infrastructure Solution Services, LLC Brian M. Stahl, PE 7185 MurrellRd, Suite 101 Melbourne, FL 32940 321-622-4646 E-Mail: bstahl@infrastructuress.com

Either party shall have the right to change its address for notice purposes at anytime 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 13 **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 14 **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 15 **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. Venue shall be deemed to be in Brevard County, Florida.

SECTION 16 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 17 CONFLICT OF INTEREST: COUNTY

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 18 CONFLICT OF INTEREST: 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. Consultant shall disclose in writing to the County any conflict of interest affecting his services to the County as soon as he/she becomes aware of it. A conflict of interest is any situation in which the Consultant, his employees, or his subcontractors, are in a position to exploit their professional relationship with the County in any way for their personal or corporate benefit.

SECTION 19 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 20 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.

In performance of this Agreement, the Consultant shall keep books, records, and accounts of all activities related to this Agreement in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Consultant in conjunction with this Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County. The Consultant shall retain all documents, books and records for a period of five (5) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and Ch. 119, Florida Statutes. All records or documents created by or provided to the Consultant by the County in connection with this Agreement are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the County in a format compatible with the information technology systems of the County.

The Consultant shall ensure that public records which 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 and following termination of the Agreement if the Consultant does not transfer the records to the public agency. In lieu of retaining all public records upon termination of this Agreement, the Consultant may transfer, at no cost to the County, all public records in possession of the Consultant. If the Consultant transfers all public records to the County upon termination of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

FLORIDA PUBLIC RECORDS LAW: Pursuant to Section 119.0701, 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 records to the County or allow the records to be inspected or copied within twenty-four (24) hours (not

including weekends and legal holidays) of the request so the County can comply with the requirements of Sections 119.07. The Consultant may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

If the Consultant fails to provide the requested public records to the County within a reasonable time, the Consultant may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. Sections 119.0701, 119.110. The Consultant's failure to comply with public records requests is considered a material breach of this Agreement and grounds for termination.

Should the County face any legal action to enforce inspection or production of the records within the Consultant's possession and control, The Consultant agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Consultant shall hire and compensate attorney(s) to represent the Consultant and County in defending such action. The Consultant shall pay all costs to defend such action and any costs and attorneys fess awarded pursuant to Section 119.12.

IF THE CONSULTANT 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, ROSE LYONS, 321-633-2091, rose.lyons@brevardfl.gov.

SECTION 21 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, gender, 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 22 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 23 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 the County employees.

SECTION 24 CLAIMS FOR SERVICES

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

SECTION 25 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 26 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 27 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 28 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 29 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 30 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 31 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 32 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 33 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 (e) Section 274(e) of the 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 34 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 for CATEGORY TWO for a period of 36 months from date of being placed on convicted vendor list.

SECTION 35 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:

Scott Ellis, Clerk

Date: OCT 24 2017

BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA

for Curt Smith, Chairman

As approved by Board on 9-20-16

Reviewed for legal form and content:

Assistant County Attorney

SEAL

ATTEST:

Signature

Leslie J Smith, Administrative Assistant
Name & Title Printed

CONSULTANT

Signature

10/17/17
Date

Brian Stahl, Managing Member
Name & Title, Printed

Infrastructure Solution Services
Name of Company, Corp., etc.

7185 Murrell Rd, Suite 101
Mailing Address

Melbourne, FL 32940
City, State, Zip

(321) 622-4646
(Area Code) Telephone Number

EXHIBIT A

BREVARD County
BOARD OF COUNTY COMMISSIONERS

POLICY

NUMBER:	**BCC-25**
AMENDS:	**December 15, 2015**
APPROVED:	**April 19, 2016**
ORIGINATOR:	**Purchasing Services**
REVIEW:	**April 19, 2019**

TITLE: PROCUREMENT

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.

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.

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."

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. **Florida Statutes:** Chapters 286.011, 286.0113, 218.70 et.seq., 218.80, Chapter 255 and Chapter 287, Procurement of Personal Property and Services.

K. **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.

L. **Grant** (for the purposes of this policy): An award of which includes assistance in the form of money, property, services, etc., by a source which includes the federal government, state government, other local governments, non-profit agencies, private businesses and citizens.

M. **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.

N. **Lease Purchase:** A lease contract with terms providing for the option to transfer title during or at the end of the lease term.

O. **Purchasing Card:** An accounts payable mechanism, which utilizes credit card infrastructure for the purchase of goods and/or services.

P. **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.

Q. **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.

R. **Purchasing Manual:** A document that describes rules, regulations, policies and procedures to be followed by the purchasing organization and the agencies/departments it serves.

S. **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.

T. **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. 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.

U. **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.

V. **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.

W **Service/Maintenance Agreements:** Contractual documents detailing specifications under which the vendor will provide maintenance/service to equipment in the possession of the County.

X. **Sole Source/Single Source/Proprietary Purchase:** Only known existing source, or only one viable 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.

III. DIRECTIVES

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.

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. T or via formal quote, as defined in Section II.J, solicited by Purchasing Services.

2. Up to $50,000: Assistant County Manager with recommendation for award from the user agency and Purchasing Manager or selection committee, as appropriate, via Formal Quote/Bid/Proposal.

3. 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.

4. $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.

5. 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 to award to the qualified bidder having the lowest, responsible and best bid for tangible items, capital improvement projects and/or equipment when funding is available and within the scope, goals and mission of the Board approved Annual Budget and Capital Improvements Plan. Because a qualified bidder with the lowest, responsible and best bid is generally entitled to an award of bid and an award of bid has been construed to constitute an enforceable agreement, this policy also constitutes authority for the Chair to sign the agreement(s) incorporated into the Request for Bid documents or Request for Proposal, provided that agreement has been reviewed and approved by the County Manager or his designee, and approved as to form and legal content by the County Attorney's Office.

6. The Board must approve the financial terms of all agreements that 1] arise out of the acceptance of a request for proposal or 2] that are negotiated in accordance with the Consultant's Competitive Negotiation Act set forth in section 287.055, Florida Statutes or any successor statute thereto.

7. For the purposes of section 125.17, Florida Statutes, this policy authorizes the Clerk to the Board to attest to any agreements executed by the Chair in accordance with the procedures set forth in subparagraphs 4 and 5 above.

8. 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. If less than two responsive bids, proposals, or replies for commodity or contractual services purchases are received, the Purchasing Manager and User Agency may negotiate on the best pricing, terms and conditions.

N. 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 risk.
10. The Purchase of or payment for utility services, including but not limited to water and sewer, electric, telephone, etc.

O. 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.

P. 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)

Q. 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.

R. 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

S. 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.

T. 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.

U. Grant Assistance

1. When the procurement involves the expenditure of state or federal assistance, grants or contract funds, the procurement shall be conducted in accordance with any applicable local, state or federal laws/regulation requirements specified in the funding/grant conditions as they pertain to the state or federal assistance grant or contract funds.

IV. RESERVATION OF AUTHORITY

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

ATTEST:

Scott Ellis, Clerk

Jim Barfield, Chairman
Brevard County, Florida
Board of County Commissioners
Approved by the Board, on April 19, 2016

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/13/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Minnesota, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 1-877-945-7378 **FAX (A/C, No):** 1-888-467-2378 **E-MAIL ADDRESS:** certificates@willis.com
INSURED HDR Engineering, Inc. 8404 Indian Hills Drive Omaha, NE 68114	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : Liberty Mutual Fire Insurance Company 23035 INSURER B : Liberty Mutual Insurance Company 23043 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W4042127 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	TB2-641-444950-037	06/01/2017	06/01/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	Y	Y	AS2-641-444950-047	06/01/2017	06/01/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	TH7-641-444950-067	06/01/2017	06/01/2018	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WA7-64D-444950-017	06/01/2017	06/01/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Continuing Consultant Master Agreement - Brevard County Utility Services 2017.

Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract. Umbrella/Excess policy is Follows Form over General Liability, Auto Liability and Employers Liability.

CERTIFICATE HOLDER

Brevard County
Attn: Utility Services Department
2725 Judge Fran Jamieson Way
Builing A, Room 213
Viera, FL 32940

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kit A. Hoover

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CERTIFICATE OF LIABILITY INSURANCE

6/1/2018

DATE (MM/DD/YYYY) 10/13/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Lexington Insurance Company — 19437
INSURED 1429583 HDR ENGINEERING, INC. 8404 INDIAN HILLS DRIVE OMAHA NE 68114-4049	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES HDRIN01 **CERTIFICATE NUMBER:** 15000517 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
							GENERAL AGGREGATE	$ XXXXXXX
							PRODUCTS - COMP/OP AGG	$ XXXXXXX
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							AGGREGATE	$ XXXXXXX
								$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		NOT APPLICABLE			☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ XXXXXXX
							E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	ARCH & ENG PROFESSIONAL LIABILITY	N	N	061853691	6/1/2017	6/1/2018	PER CLAIM: $1,000,000 AGGREGATE: $1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CONTINUING CONSULTANT MASTER AGREEMENT - BREVARD COUNTY UTILITY SERVICES 2017. 30 DAYS NOTICE OF CANCELLATION APPLIES, 10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER

15000517
BREVARD COUNTY
ATTENTION: UTILITY SERVICES DEPARTMENT
2725 JUDGE FRAN JAMIESON WAY
BUILING A, ROOM 213
VIERA FL 32940

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: 14 Master Consulting Firms	
2. Fund/Account #:	**3. Department Name:** Utility Services
4. Contract Description: Rose Lyons	
5. Contract Monitor: Jennifer Thomas	**7. Contract Type:** CONSULTANT
6. Dept/Office Director: Jim Helmer	

SECTION II – REVIEW AND APPROVAL TO ADVERTISE

COUNTY OFFICE	APPROVAL YES	APPROVAL NO	SIGNATURE	DATE
User Agency	☑	☐		
Risk Management	☐	☐		
County Attorney	☐	☐		

SECTION III – REVIEW AND APPROVAL TO EXECUTE

COUNTY OFFICE	APPROVAL YES	APPROVAL NO	SIGNATURE	DATE
User Agency	☑	☐	Helmer, Jim	10/02/2017
Risk Management	☑	☐	Lairsey, Matt	10/03/2017
County Attorney	☑	☐	Yuan, Diana	10/03/2017

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	☐
Department	☐
Program	☐
Contact Name	☐
Cost Center, Fund, and G/L Account	☐
Vendor Information (SAP Vendor #)	☐
Contract Status	☐
Contract Title	☐
Contract Type	☐
Contract Amount	☐
Storage Location (SAP)	☐
Contract Approval Date	☐
Contract Effective Date	☐
Contract Expiration Date	☐
Contract Absolute End Data (No Additional Renewals/Extensions)	☐
Material Group	☐
Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management Approval; Signed/Executed Contract)	☐
"Right To Audit" Clause Included in Contract	☐
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	☐

Policy Number: TB2-641-444950-037

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):
All locations owned by or rented to the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to operations at a single designated "location" shown in the Schedule above:

1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Location General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.

D. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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Policy Number: TB2-641-444950-037

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): **All construction projects not located at premises owned, leased or rented by a Named Insured**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

However:

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

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

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

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

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

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

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

whichever is less.

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

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SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization with whom you have agreed, through written contract, agreement or permit to provide additional insured coverage.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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POLICY NUMBER: TB2-641-444950-037

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization to whom or to which you are required to provide additional insured status in a written contract, agreement or permit except where such contract or agreement is prohibited.	**Any location where you have agreed, through written, contract, agreement or permit, to provide additional insured coverage for completed operations.**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

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

whichever is less.

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

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Policy Number TB2-641-444950-037
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE AMENDMENT – SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

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

Schedule

Person or Organization:	Where required by written contract.

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person or organization shown in the Schedule of this endorsement that qualifies as an additional insured on this policy, this policy will apply solely on the basis required by such written agreement and Paragraph 4. Other Insurance of Section IV - Conditions will not apply. If the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. Other Insurance of Section IV - Conditions will govern. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

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POLICY NUMBER: AS2-641-444950-047

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):
As required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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Policy Number: AS2-641-444950-047
Issued by: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):
Any person or organization where the Named Insured has agreed by written contract to include such person or organization

Regarding Designated Contract or Project:
Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

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POLICY NUMBER: TB2-641-444950-037

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization: As required by written contract or agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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POLICY NUMBER: AS2-641-444950-047

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization for whom you perform work under a written contract of the contract requires you to obtain this agreement from us but only if the contract is executed prior to the injury or damage occurring.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss.

Issued by:

For attachment to Policy No WA7-64D-444950-017 Effective Date 6/01/2017 Premium
$

Issued to:

© 1983 National Council on Compensation Insurance, Inc.

Policy Number **TB2-641-444950-037**
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	**Email Address or mailing address:**	**Number Days Notice:**
Per Schedule on File with Broker		30 Days

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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Policy Number **AS2-641-444950-047**
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	**Email Address or mailing address:**	**Number Days Notice:**
Per Schedule on File with Broker		30 Days

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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NOTICE OF CANCELLATION TO THIRD PARTIES

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below by email as soon as practical after notifying the first Named Insured.

B. This advance email notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

Name of Other Person(s) / Organization(s):

Per Schedule on file with Company	30 Days

All other terms and conditions of this policy remain unchanged.

Issued by

For attachment to Policy No. WA7-64D-444950-017 Effective Date 6/01/2017 Premium $

Issued to

Willis Towers Watson

Global Certificate Center

Effective June 1, 2017 HDR will have two separate insurance brokers.

Lockton will remain HDR's insurance broker for professional liability only.

Willis Towers Watson will be HDR's new broker for:

1. **General Liability**
2. **Automobile Liability**
3. **Workers Compensation**
4. **Property/Equipment**

If professional liability is required by the contract documents provided in the insurance request, we will forward the information to Lockton for processing.

Please direct all questions regarding certificates of insurance to HDR's insurance manager, Matthew Peterson by email at MPeterson@HDRInc.com or by phone at (402)399-1499.

Regards,
Willis Towers Watson Certificate Center
Phone: 877-945-7378
Fax: 888-467-2378
Email: certificates@willis.com

TABLE OF CONTENTS
MASTER PROFESSIONAL SERVICES AGREEMENT

SECTION 1	SCOPE OF SERVICES	3
SECTION 2	TERM	4
SECTION 3	SERVICES AND COMPENSATION	4
SECTION 4	ADMINISTRATION OF SERVICES	5
SECTION 5	BILLING AND TIME OF PAYMENT.	5
SECTION 6	ADDITIONAL SERVICES	6
SECTION 7	AUTHORIZED REPRESENTATIVES	6
SECTION 8	COUNTY ASSISTANCE	7
SECTION 9	TITLE TO DELIVERABLES	7
SECTION 10	INDEMNIFICATION	7
SECTION 11	INSURANCE	8
SECTION 12	NOTICES	8
SECTION 13	FORCE MAJEURE	9
SECTION 14	TERMINATION	10
SECTION 15	APPLICABLE LAW	10
SECTION 16	WAIVER	11
SECTION 17	CONFLICT OF INTEREST: COUNTY	11
SECTION 18	CONFLICT OF INTEREST: CONSULTANT	11
SECTION 19	COVENANT AGAINST CONTINGENT FEES.	11
SECTION 20	RECORDS AND AUDITS	12
SECTION 21	EQUAL OPPORTUNITY EMPLOYMENT	13
SECTION 22	ASSIGNMENT	13
SECTION 23	INDEPENDENT CONTRACTOR	14
SECTION 24	CLAIMS FOR SERVICES	14
SECTION 25	ENTIRE AGREEMENT	14
SECTION 26	SEVERABILITY	14
SECTION 27	MODIFICATIONS OR AMENDMENTS IN WRITING	14
SECTION 28	PERMITS, FEES, and LICENSES	15
SECTION 29	TRUTH-IN-NEGOTIATION CERTIFICATE	15
SECTION 30	COMPLIANCE WITH LAWS	15
SECTION 31	ATTORNEY'S FEES	15

SECTION 32 VENUE 15
SECTION 33 UNAUTHORIZED ALIEN WORKERS 16
SECTION 34 PUBLIC ENTITY CRIMES 16
SECTION 35 EFFECTIVE DATE 16

AGREEMENT FOR ENGINEERING AND CONSULTING SERVICES

This AGREEMENT entered into on _____ (hereinafter "effective date") 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 **HDR Engineering, Inc.**, hereinafter referred to as "**Consultant**".

W I T N E S S E T H:

WHEREAS, the County proposes to do work relating to the design, permitting and other engineering services associated with water supply and treatment, water operations and maintenance, water treatment facilities, water transmission and distribution pipe networks, wastewater treatment, wastewater collection systems, pipe networks, waste-water pumping systems, wastewater treatment facilities, wastewater operations and maintenance, reclaimed water transmission and distribution pipe networks, hydraulic system modeling and other water and wastewater related engineering projects as well as general utility management and supporting services; and,

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 the County that it has the competency and experience to perform such services in accordance with the terms and conditions as set forth herein; 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).

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 relating to the design, permitting and other engineering services associated with water supply and treatment, water operations and maintenance, water treatment facilities, water transmission and distribution pipe networks, wastewater treatment, wastewater collection systems, pipe networks, waste-water pumping systems, wastewater treatment

facilities, wastewater operations and maintenance, reclaimed water transmission and distribution pipe networks, hydraulic system modeling and other water and wastewater related engineering projects as well as general utility management and supporting services, 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 Capital Improvement Plan (CIP) as it currently exists.

SECTION 2 TERM

This Agreement shall be a "continuing contract," as defined under Section 287.055(2) (g), Florida Statutes, and BCC-26 Brevard County Policy and shall have a term of five (5) years from the effective date.

SECTION 3 SERVICES AND COMPENSATION

If Consultant's services are required, County will send Consultant a proposed Task Order or Purchase Order detailing the work to be done and the compensation to be paid. The Consultant may negotiate compensation and time for completion of the work with the County. Once the Task Order or Purchase Order has been signed by both parties, the County will issue the Consultant a Notice to Proceed. Consultant shall commence work within five (5) working days of receipt of 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.

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, 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.

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 fee provided in the applicable Task Order or Purchase Order shall be the only compensation to which Consultant is entitled. The fee shall include all of the Consultant's costs associated with the Task Order, office overhead, employee benefits, 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.

If the cost of equipment purchases is included in the compensation for a Task Order or Purchase Order, then that equipment is the property of the County and must be returned to the County upon completion of the Task Order or Purchase Order.

SECTION 4 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 5 BILLING AND TIME OF PAYMENT.

Consultant shall submit invoices for payment to the County either (a) on a monthly basis or (b) contemporaneously with services rendered pursuant to the timeline specified in each Task Order or Purchase Order. The County shall pay Consultant after the County's receipt and approval of a each 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 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". 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 6 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 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 7 AUTHORIZED REPRESENTATIVES

The parties agree that in order to facilitate the orderly and efficient implementation of 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 Utility 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 Consultants 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 the Utility Director and the Consultant's representative shall be specified by the consultant. 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 8 COUNTY ASSISTANCE

The County shall assist Consultant by making available to Consultant County personnel with knowledge of the operation of the County as it relates to the Task Order or Purchase Order. 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 9 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 Consultant 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 Consultant, 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 Consultant 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 10 INDEMNIFICATION

Consultant shall indemnify and hold harmless the County, and its offices 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 11 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:

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)
Per Claim $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. The County is to be named or endorsed as Additional Insured. 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 12 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	FOR CONSULTANT
James E. Helmer, Director Utility Services Department 2725 Judge Fran Jamieson Way Building A, Suite 213 Melbourne, FL 32940 321-633-2091 E-Mail: jim.helmer@brevardfl.gov	HDR Engineering, Inc. Jeff Crigler, PE 315 East Robinson Street, Suite 400 Orlando, Florida 32801-1949 850-390-5438 E-Mail: jeff.crigler@hdrinc.com

Either party shall have the right to change its address for notice purposes at anytime 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 13 **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 14 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 15 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. Venue shall be deemed to be in Brevard County, Florida.

SECTION 16 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 17 CONFLICT OF INTEREST: COUNTY

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 18 CONFLICT OF INTEREST: 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. Consultant shall disclose in writing to the County any conflict of interest affecting his services to the County as soon as he/she becomes aware of it. A conflict of interest is any situation in which the Consultant, his employees, or his subcontractors, are in a position to exploit their professional relationship with the County in any way for their personal or corporate benefit.

SECTION 19 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 20 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.

In performance of this Agreement, the Consultant shall keep books, records, and accounts of all activities related to this Agreement in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Consultant in conjunction with this Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County. The Consultant shall retain all documents, books and records for a period of five (5) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and Ch. 119, Florida Statutes. All records or documents created by or provided to the Consultant by the County in connection with this Agreement are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the County in a format compatible with the information technology systems of the County.

The Consultant shall ensure that public records which 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 and following termination of the Agreement if the Consultant does not transfer the records to the public agency. In lieu of retaining all public records upon termination of this Agreement, the Consultant may transfer, at no cost to the County, all public records in possession of the Consultant. If the Consultant transfers all public records to the County upon termination of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

FLORIDA PUBLIC RECORDS LAW: Pursuant to Section 119.0701, 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 records to the County or allow the records to be inspected or copied within twenty-four (24) hours (not

including weekends and legal holidays) of the request so the County can comply with the requirements of Sections 119.07. The Consultant may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

If the Consultant fails to provide the requested public records to the County within a reasonable time, the Consultant may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. Sections 119.0701, 119.110. The Consultant's failure to comply with public records requests is considered a material breach of this Agreement and grounds for termination.

Should the County face any legal action to enforce inspection or production of the records within the Consultant's possession and control, The Consultant agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Consultant shall hire and compensate attorney(s) to represent the Consultant and County in defending such action. The Consultant shall pay all costs to defend such action and any costs and attorneys fess awarded pursuant to Section 119.12.

IF THE CONSULTANT 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, ROSE LYONS, 321-633-2091, rose.lyons@brevardfl.gov.

SECTION 21 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, gender, 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 22 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 23 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 the County employees.

SECTION 24 CLAIMS FOR SERVICES

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

SECTION 25 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 26 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 27 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 28 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 29 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 30 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 31 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 32 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 33 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 (e) Section 274(e) of the 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 34 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 for CATEGORY TWO for a period of 36 months from date of being placed on convicted vendor list.

SECTION 35 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:

Scott Ellis, Clerk

Date: OCT 24 2017

BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA

for Curt Smith, Chairman

As approved by Board on

9-20-16

Reviewed for legal form and content:

Assistant County Attorney

SEAL

NEBRASKA CORPORATION

ATTEST:

Signature

Laurie S. Vik, Assistant Secretary

Name & Title Printed

CONSULTANT

Signature

Oct. 19, 2017

Date

Christine S. Ketauver, VP

Name & Title, Printed

HDR Engineering, Inc.

Name of Company, Corp., etc.

315 E ROBINSON ST., SUITE 400

Mailing Address

ORLANDO, FL. 32806

City, State, Zip

(407) 420-4200

(Area Code) Telephone Number

EXHIBIT A

BREVARD County
BOARD OF COUNTY COMMISSIONERS

POLICY

NUMBER:	**BCC-25**
AMENDS:	**December 15, 2015**
APPROVED:	**April 19, 2016**
ORIGINATOR:	**Purchasing Services**
REVIEW:	**April 19, 2019**

TITLE: PROCUREMENT

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.

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.

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."

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. **Florida Statutes:** Chapters 286.011, 286.0113, 218.70 et.seq., 218.80, Chapter 255 and Chapter 287, Procurement of Personal Property and Services.

K. **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.

L. **Grant** (for the purposes of this policy): An award of which includes assistance in the form of money, property, services, etc., by a source which includes the federal government, state government, other local governments, non-profit agencies, private businesses and citizens.

M. **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.

N. **Lease Purchase:** A lease contract with terms providing for the option to transfer title during or at the end of the lease term.

O. **Purchasing Card:** An accounts payable mechanism, which utilizes credit card infrastructure for the purchase of goods and/or services.

P. **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.

Q. **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.

R. **Purchasing Manual:** A document that describes rules, regulations, policies and procedures to be followed by the purchasing organization and the agencies/departments it serves.

S. **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.

T. **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. 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.

U. **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.

V. **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.

W **Service/Maintenance Agreements:** Contractual documents detailing specifications under which the vendor will provide maintenance/service to equipment in the possession of the County.

X. **Sole Source/Single Source/Proprietary Purchase:** Only known existing source, or only one viable 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.

III. DIRECTIVES

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.

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. T or via formal quote, as defined in Section II.J, solicited by Purchasing Services.

2. Up to $50,000: Assistant County Manager with recommendation for award from the user agency and Purchasing Manager or selection committee, as appropriate, via Formal Quote/Bid/Proposal.

3. 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.

4. $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.

5. 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 to award to the qualified bidder having the lowest, responsible and best bid for tangible items, capital improvement projects and/or equipment when funding is available and within the scope, goals and mission of the Board approved Annual Budget and Capital Improvements Plan. Because a qualified bidder with the lowest, responsible and best bid is generally entitled to an award of bid and an award of bid has been construed to constitute an enforceable agreement, this policy also constitutes authority for the Chair to sign the agreement(s) incorporated into the Request for Bid documents or Request for Proposal, provided that agreement has been reviewed and approved by the County Manager or his designee, and approved as to form and legal content by the County Attorney's Office.

6. The Board must approve the financial terms of all agreements that 1] arise out of the acceptance of a request for proposal or 2] that are negotiated in accordance with the Consultant's Competitive Negotiation Act set forth in section 287.055, Florida Statutes or any successor statute thereto.

7. For the purposes of section 125.17, Florida Statutes, this policy authorizes the Clerk to the Board to attest to any agreements executed by the Chair in accordance with the procedures set forth in subparagraphs 4 and 5 above.

8. 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. If less than two responsive bids, proposals, or replies for commodity or contractual services purchases are received, the Purchasing Manager and User Agency may negotiate on the best pricing, terms and conditions.

N. 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 risk.
10. The Purchase of or payment for utility services, including but not limited to water and sewer, electric, telephone, etc.

O. 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.

P. 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)

Q. 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.

R. 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

S. 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.

T. 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.

U. Grant Assistance

1. When the procurement involves the expenditure of state or federal assistance, grants or contract funds, the procurement shall be conducted in accordance with any applicable local, state or federal laws/regulation requirements specified in the funding/grant conditions as they pertain to the state or federal assistance grant or contract funds.

IV. RESERVATION OF AUTHORITY

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

ATTEST:

Scott Ellis, Clerk

Jim Barfield, Chairman
Brevard County, Florida
Board of County Commissioners
Approved by the Board, on April 19, 2016

500 West Fulton Street
Sanford, FL 32771
Phone: 407.322.6841
Fax: 407.330.0639

Letter Of Transmittal

Date: October 12, 2017

To: Rose Lyons, Administrative Assistant to
James Helmer, Director
Brevard County Utility Services Department
2725 Judge Fran Jamieson Way, A-213
Viera, FL 32940-6602

Re: Brevard County Continuing Consultant Master Agreement
CPH Job No. Z6581

FedEx No. 7704 8393 9615

WE ARE SENDING YOU THE ATTACHED ITEM(S):

NO. OF COPIES	DESCRIPTION
2	Executed Agreements
1	Certificate of Insurance

THESE ITEMS ARE TRANSMITTED AS INDICATED BELOW:

__x__ For Your Use
__x__ As Requested
____ For Review and Comment
____ For Bids Due

REMARKS:

COPY TO: Gerald M. Cox

SIGNED: David A. Gierach, P.E.

If enclosures are not as noted, kindly notify us at once.

500 West Fulton Street
Sanford, FL 32771
Phone: 407.322.6841
Fax: 407.330.0639

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COPY TO: Gerald M. Cox

SIGNED: David A. Gierach, P.E.

If enclosures are not as noted, kindly notify us at once.

CPHEN-1 OP ID: SL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/12/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
JCJ Insurance Agency
2208 Hillcrest Street
Orlando, FL 32803
Mark E. Jackson

CONTACT NAME: Kristin McIntosh
PHONE (A/C, No, Ext): 321-445-1117 FAX (A/C, No): 321-445-1076
E-MAIL ADDRESS: certs@jcj-insurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : Valley Forge Insurance Company	20508
INSURER C : Transportation Insurance	20494
INSURER D : RLI Insurance Company	13056
INSURER E :	
INSURER F :	

INSURED
CPH, Inc.
CPH Engineers, Inc.
500 West Fulton Street
Sanford, FL 32771

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Contractual Liab X XCU GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X		5099618199	04/01/2017	04/01/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben.	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X		5099618204	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10000	X		5099618218	04/01/2017	04/01/2018	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		PSW0002907	01/01/2017	01/01/2018	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab Claims-Made Form			RDP0028016	04/01/2017	04/01/2018	Per Claim Aggregate	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is an Additional Insureds with regards to General, Auto and Umbrella Liability when required by written contract. 30 Day Notice of Cancellation, except for 10 days for non-payment.

CERTIFICATE HOLDER

BREVA27

Brevard County Utility
Services Department
2725 Judge Fran Jamieson Way
A-213
Viera, FL 32940-6602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark E Jackson

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TABLE OF CONTENTS
MASTER PROFESSIONAL SERVICES AGREEMENT

SECTION 1	SCOPE OF SERVICES	3
SECTION 2	TERM	4
SECTION 3	SERVICES AND COMPENSATION	4
SECTION 4	ADMINISTRATION OF SERVICES	5
SECTION 5	BILLING AND TIME OF PAYMENT.	5
SECTION 6	ADDITIONAL SERVICES	6
SECTION 7	AUTHORIZED REPRESENTATIVES	6
SECTION 8	COUNTY ASSISTANCE	7
SECTION 9	TITLE TO DELIVERABLES	7
SECTION 10	INDEMNIFICATION	7
SECTION 11	INSURANCE	8
SECTION 12	NOTICES	8
SECTION 13	FORCE MAJEURE	9
SECTION 14	TERMINATION	9
SECTION 15	APPLICABLE LAW	10
SECTION 16	WAIVER	11
SECTION 17	CONFLICT OF INTEREST: COUNTY	11
SECTION 18	CONFLICT OF INTEREST: CONSULTANT	11
SECTION 19	COVENANT AGAINST CONTINGENT FEES.	11
SECTION 20	RECORDS AND AUDITS	12
SECTION 21	EQUAL OPPORTUNITY EMPLOYMENT	13
SECTION 22	ASSIGNMENT	13
SECTION 23	INDEPENDENT CONTRACTOR	14
SECTION 24	CLAIMS FOR SERVICES	14
SECTION 25	ENTIRE AGREEMENT	14
SECTION 26	SEVERABILITY	14
SECTION 27	MODIFICATIONS OR AMENDMENTS IN WRITING	14
SECTION 28	PERMITS, FEES, and LICENSES	15
SECTION 29	TRUTH-IN-NEGOTIATION CERTIFICATE	15
SECTION 30	COMPLIANCE WITH LAWS	15
SECTION 31	ATTORNEY'S FEES	15

SECTION 32 VENUE 15
SECTION 33 UNAUTHORIZED ALIEN WORKERS 16
SECTION 34 PUBLIC ENTITY CRIMES 16
SECTION 35 EFFECTIVE DATE 16

AGREEMENT FOR ENGINEERING AND CONSULTING SERVICES

This AGREEMENT entered into on _____ (hereinafter "effective date") 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 **CPH, Inc.**, hereinafter referred to as "**Consultant**".

WITNESSETH:

WHEREAS, the County proposes to do work relating to the design, permitting and other engineering services associated with water supply and treatment, water operations and maintenance, water treatment facilities, water transmission and distribution pipe networks, wastewater treatment, wastewater collection systems, pipe networks, waste-water pumping systems, wastewater treatment facilities, wastewater operations and maintenance, reclaimed water transmission and distribution pipe networks, hydraulic system modeling and other water and wastewater related engineering projects as well as general utility management and supporting services; and,

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 the County that it has the competency and experience to perform such services in accordance with the terms and conditions as set forth herein; 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).

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 relating to the design, permitting and other engineering services associated with water supply and treatment, water operations and maintenance, water treatment facilities, water transmission and distribution pipe networks, wastewater treatment, wastewater collection systems, pipe networks, waste-water pumping systems, wastewater treatment

facilities, wastewater operations and maintenance, reclaimed water transmission and distribution pipe networks, hydraulic system modeling and other water and wastewater related engineering projects as well as general utility management and supporting services, 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 Capital Improvement Plan (CIP) as it currently exists.

SECTION 2 **TERM**

This Agreement shall be a "continuing contract," as defined under Section 287.055(2) (g), Florida Statutes, and BCC-26 Brevard County Policy and shall have a term of five (5) years from the effective date.

SECTION 3 **SERVICES AND COMPENSATION**

If Consultant's services are required, County will send Consultant a proposed Task Order or Purchase Order detailing the work to be done and the compensation to be paid. The Consultant may negotiate compensation and time for completion of the work with the County. Once the Task Order or Purchase Order has been signed by both parties, the County will issue the Consultant a Notice to Proceed. Consultant shall commence work within five (5) working days of receipt of 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.

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, 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.

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 fee provided in the applicable Task Order or Purchase Order shall be the only compensation to which Consultant is entitled. The fee shall include all of the Consultant's costs associated with the Task Order, office overhead, employee benefits, 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.

If the cost of equipment purchases is included in the compensation for a Task Order or Purchase Order, then that equipment is the property of the County and must be returned to the County upon completion of the Task Order or Purchase Order.

SECTION 4 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 5 BILLING AND TIME OF PAYMENT.

Consultant shall submit invoices for payment to the County either (a) on a monthly basis or (b) contemporaneously with services rendered pursuant to the timeline specified in each Task Order or Purchase Order. The County shall pay Consultant after the County's receipt and approval of a each 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 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". 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 6 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 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 7 AUTHORIZED REPRESENTATIVES

The parties agree that in order to facilitate the orderly and efficient implementation of 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 Utility 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 Consultants 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 the Utility Director and the Consultant's representative shall be specified by the consultant. 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 8 COUNTY ASSISTANCE

The County shall assist Consultant by making available to Consultant County personnel with knowledge of the operation of the County as it relates to the Task Order or Purchase Order. 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 9 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 Consultant 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 Consultant, 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 Consultant 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 10 INDEMNIFICATION

Consultant shall indemnify and hold harmless the County, and its offices 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 11 **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:

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)
Per Claim $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. The County is to be named or endorsed as Additional Insured. 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 12 **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	FOR CONSULTANT
James E. Helmer, Director Utility Services Department 2725 Judge Fran Jamieson Way Building A, Suite 213 Melbourne, FL 32940 321-633-2091 E-Mail: jim.helmer@brevardfl.gov	CPH, Inc. Gerald M. Cox, CGC, CUC 500 W. Fulton Street Sanford, FL 32771 407-322-6841 E-Mail: gcox@cphcorp.com

Either party shall have the right to change its address for notice purposes at anytime 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 13 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 14 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 15 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. Venue shall be deemed to be in Brevard County, Florida.

SECTION 16 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 17 CONFLICT OF INTEREST: COUNTY

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 18 CONFLICT OF INTEREST: 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. Consultant shall disclose in writing to the County any conflict of interest affecting his services to the County as soon as he/she becomes aware of it. A conflict of interest is any situation in which the Consultant, his employees, or his subcontractors, are in a position to exploit their professional relationship with the County in any way for their personal or corporate benefit.

SECTION 19 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 20 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.

In performance of this Agreement, the Consultant shall keep books, records, and accounts of all activities related to this Agreement in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Consultant in conjunction with this Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County. The Consultant shall retain all documents, books and records for a period of five (5) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and Ch. 119, Florida Statutes. All records or documents created by or provided to the Consultant by the County in connection with this Agreement are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the County in a format compatible with the information technology systems of the County.

The Consultant shall ensure that public records which 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 and following termination of the Agreement if the Consultant does not transfer the records to the public agency. In lieu of retaining all public records upon termination of this Agreement, the Consultant may transfer, at no cost to the County, all public records in possession of the Consultant. If the Consultant transfers all public records to the County upon termination of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

FLORIDA PUBLIC RECORDS LAW: Pursuant to Section 119.0701, 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 records to the County or allow the records to be inspected or copied within twenty-four (24) hours (not

including weekends and legal holidays) of the request so the County can comply with the requirements of Sections 119.07. The Consultant may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

If the Consultant fails to provide the requested public records to the County within a reasonable time, the Consultant may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. Sections 119.0701, 119.110. The Consultant's failure to comply with public records requests is considered a material breach of this Agreement and grounds for termination.

Should the County face any legal action to enforce inspection or production of the records within the Consultant's possession and control, The Consultant agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Consultant shall hire and compensate attorney(s) to represent the Consultant and County in defending such action. The Consultant shall pay all costs to defend such action and any costs and attorneys fess awarded pursuant to Section 119.12.

IF THE CONSULTANT 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, ROSE LYONS, 321-633-2091, rose.lyons@brevardfl.gov.

SECTION 21 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, gender, 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 22 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 23 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 the County employees.

SECTION 24 CLAIMS FOR SERVICES

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

SECTION 25 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 26 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 27 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 28 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 29 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 30 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 31 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 32 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 33 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 (e) Section 274(e) of the 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 34 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 for CATEGORY TWO for a period of 36 months from date of being placed on convicted vendor list.

SECTION 35 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:

Scott Ellis, Clerk

Date: OCT 24 2017

BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA

for Curt Smith, Chairman

As approved by Board on 9-20-16

Reviewed for legal form and content:

Assistant County Attorney

SEAL

ATTEST:

Signature

Patricia Hunt, Secretary

Name & Title Printed

CONSULTANT

Signature

10/12/17

Date

David A. Gierach

Name & Title, Printed

CPH, Inc.

Name of Company, Corp., etc.

500 West Fulton Street

Mailing Address

Sanford, FL 32771

City, State, Zip

407-322-6841

(Area Code) Telephone Number

EXHIBIT A

BREVARD County
BOARD OF COUNTY COMMISSIONERS

POLICY

NUMBER:	**BCC-25**
AMENDS:	**December 15, 2015**
APPROVED:	**April 19, 2016**
ORIGINATOR:	**Purchasing Services**
REVIEW:	**April 19, 2019**

TITLE: PROCUREMENT

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.

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.

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."

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. **Florida Statutes:** Chapters 286.011, 286.0113, 218.70 et.seq., 218.80, Chapter 255 and Chapter 287, Procurement of Personal Property and Services.

K. **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.

L. **Grant** (for the purposes of this policy): An award of which includes assistance in the form of money, property, services, etc., by a source which includes the federal government, state government, other local governments, non-profit agencies, private businesses and citizens.

M. **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.

N. **Lease Purchase**: A lease contract with terms providing for the option to transfer title during or at the end of the lease term.

O. **Purchasing Card:** An accounts payable mechanism, which utilizes credit card infrastructure for the purchase of goods and/or services.

P. **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.

Q. **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.

R. **Purchasing Manual:** A document that describes rules, regulations, policies and procedures to be followed by the purchasing organization and the agencies/departments it serves.

S. **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.

T. **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. 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.

U. **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.

V. **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.

W **Service/Maintenance Agreements:** Contractual documents detailing specifications under which the vendor will provide maintenance/service to equipment in the possession of the County.

X. **Sole Source/Single Source/Proprietary Purchase:** Only known existing source, or only one viable 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.

III. DIRECTIVES

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.

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. T or via formal quote, as defined in Section II.J, solicited by Purchasing Services.

2. Up to $50,000: Assistant County Manager with recommendation for award from the user agency and Purchasing Manager or selection committee, as appropriate, via Formal Quote/Bid/Proposal.

3. 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.

4. $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.

5. 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 to award to the qualified bidder having the lowest, responsible and best bid for tangible items, capital improvement projects and/or equipment when funding is available and within the scope, goals and mission of the Board approved Annual Budget and Capital Improvements Plan. Because a qualified bidder with the lowest, responsible and best bid is generally entitled to an award of bid and an award of bid has been construed to constitute an enforceable agreement, this policy also constitutes authority for the Chair to sign the agreement(s) incorporated into the Request for Bid documents or Request for Proposal, provided that agreement has been reviewed and approved by the County Manager or his designee, and approved as to form and legal content by the County Attorney's Office.

6. The Board must approve the financial terms of all agreements that 1] arise out of the acceptance of a request for proposal or 2] that are negotiated in accordance with the Consultant's Competitive Negotiation Act set forth in section 287.055, Florida Statutes or any successor statute thereto.

7. For the purposes of section 125.17, Florida Statutes, this policy authorizes the Clerk to the Board to attest to any agreements executed by the Chair in accordance with the procedures set forth in subparagraphs 4 and 5 above.

8. 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. If less than two responsive bids, proposals, or replies for commodity or contractual services purchases are received, the Purchasing Manager and User Agency may negotiate on the best pricing, terms and conditions.

N. 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 risk.
10. The Purchase of or payment for utility services, including but not limited to water and sewer, electric, telephone, etc.

O. 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.

P. 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)

Q. 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.

R. 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

S. 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.

T. 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.

U. Grant Assistance

1. When the procurement involves the expenditure of state or federal assistance, grants or contract funds, the procurement shall be conducted in accordance with any applicable local, state or federal laws/regulation requirements specified in the funding/grant conditions as they pertain to the state or federal assistance grant or contract funds.

IV. RESERVATION OF AUTHORITY

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

ATTEST:

Scott Ellis, Clerk

Jim Barfield, Chairman
Brevard County, Florida
Board of County Commissioners
Approved by the Board, on April 19, 2016

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/25/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER J.W. Edens & Company P.O. Box 278 Titusville FL 32781-0278	**CONTACT NAME:** Shari McNeely **PHONE (A/C, No, Ext):** (321)383-4554 **FAX (A/C, No):** (321)383-4523 **E-MAIL ADDRESS:** smcneely@jwedens.com
INSURED Bussen-Mayer Engineering Group, Inc. 100 Parnell Street Merritt Island FL 32953	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : Travelers Casualty & Surety 19038 INSURER B : Bridgefield Employers Ins. Co. 10701 INSURER C : Hiscox Insurance Co INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 17/18 All Coverages **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			6609A762805	02/01/2017	02/01/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BA9A797461	02/01/2017	02/01/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		83031275	02/01/2017	02/01/2018	[X] PER STATUTE [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability Claims Made			URA1379050.17	10/01/2017	10/01/2018	$1,000,000 Aggregate $1,000,000 Each Claim	$10,000 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability policy includes a Blanket Additional Insured Endorsement. 30 days notice of cancellation applies to the Professional Liability. 30 days notice of cancellation applies to General Liability, Auto and Workers Comp except for non-payment which is 10 days.
Continuing Consultant Contract

CERTIFICATE HOLDER

Brevard County Utility Services
2725 Judge Fran Jamieson Way
Bldg. A, Suite 213
Viera FL 32940

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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TABLE OF CONTENTS
MASTER PROFESSIONAL SERVICES AGREEMENT

SECTION 1	SCOPE OF SERVICES	3
SECTION 2	TERM	4
SECTION 3	SERVICES AND COMPENSATION	4
SECTION 4	ADMINISTRATION OF SERVICES	5
SECTION 5	BILLING AND TIME OF PAYMENT.	5
SECTION 6	ADDITIONAL SERVICES	6
SECTION 7	AUTHORIZED REPRESENTATIVES	6
SECTION 8	COUNTY ASSISTANCE	7
SECTION 9	TITLE TO DELIVERABLES	7
SECTION 10	INDEMNIFICATION	7
SECTION 11	INSURANCE	8
SECTION 12	NOTICES	8
SECTION 13	FORCE MAJEURE	9
SECTION 14	TERMINATION	9
SECTION 15	APPLICABLE LAW	10
SECTION 16	WAIVER	11
SECTION 17	CONFLICT OF INTEREST: COUNTY	11
SECTION 18	CONFLICT OF INTEREST: CONSULTANT	11
SECTION 19	COVENANT AGAINST CONTINGENT FEES.	11
SECTION 20	RECORDS AND AUDITS	12
SECTION 21	EQUAL OPPORTUNITY EMPLOYMENT	13
SECTION 22	ASSIGNMENT	13
SECTION 23	INDEPENDENT CONTRACTOR	14
SECTION 24	CLAIMS FOR SERVICES	14
SECTION 25	ENTIRE AGREEMENT	14
SECTION 26	SEVERABILITY	14
SECTION 27	MODIFICATIONS OR AMENDMENTS IN WRITING	14
SECTION 28	PERMITS, FEES, and LICENSES	14
SECTION 29	TRUTH-IN-NEGOTIATION CERTIFICATE	15
SECTION 30	COMPLIANCE WITH LAWS	15
SECTION 31	ATTORNEY'S FEES	15

SECTION 32 VENUE 15
SECTION 33 UNAUTHORIZED ALIEN WORKERS 15
SECTION 34 PUBLIC ENTITY CRIMES 16
SECTION 35 EFFECTIVE DATE 16

AGREEMENT FOR ENGINEERING AND CONSULTING SERVICES

This AGREEMENT entered into on _____ (hereinafter "effective date") 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 **Bussen Mayer Engineering Group, Inc.**, hereinafter referred to as "**Consultant**".

W I T N E S S E T H:

WHEREAS, the County proposes to do work relating to the design, permitting and other engineering services associated with water supply and treatment, water operations and maintenance, water treatment facilities, water transmission and distribution pipe networks, wastewater treatment, wastewater collection systems, pipe networks, waste-water pumping systems, wastewater treatment facilities, wastewater operations and maintenance, reclaimed water transmission and distribution pipe networks, hydraulic system modeling and other water and wastewater related engineering projects as well as general utility management and supporting services; and,

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 the County that it has the competency and experience to perform such services in accordance with the terms and conditions as set forth herein; 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).

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 relating to the design, permitting and other engineering services associated with water supply and treatment, water operations and maintenance, water treatment facilities, water transmission and distribution pipe networks, wastewater treatment, wastewater collection systems, pipe networks, waste-water pumping systems, wastewater treatment

facilities, wastewater operations and maintenance, reclaimed water transmission and distribution pipe networks, hydraulic system modeling and other water and wastewater related engineering projects as well as general utility management and supporting services, 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 Capital Improvement Plan (CIP) as it currently exists.

SECTION 2 TERM

This Agreement shall be a "continuing contract," as defined under Section 287.055(2) (g), Florida Statutes, and BCC-26 Brevard County Policy and shall have a term of five (5) years from the effective date.

SECTION 3 SERVICES AND COMPENSATION

If Consultant's services are required, County will send Consultant a proposed Task Order or Purchase Order detailing the work to be done and the compensation to be paid. The Consultant may negotiate compensation and time for completion of the work with the County. Once the Task Order or Purchase Order has been signed by both parties, the County will issue the Consultant a Notice to Proceed. Consultant shall commence work within five (5) working days of receipt of 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.

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, 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.

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 fee provided in the applicable Task Order or Purchase Order shall be the only compensation to which Consultant is entitled. The fee shall include all of the Consultant's costs associated with the Task Order, office overhead, employee benefits, 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.

If the cost of equipment purchases is included in the compensation for a Task Order or Purchase Order, then that equipment is the property of the County and must be returned to the County upon completion of the Task Order or Purchase Order.

SECTION 4 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 5 BILLING AND TIME OF PAYMENT.

Consultant shall submit invoices for payment to the County either (a) on a monthly basis or (b) contemporaneously with services rendered pursuant to the timeline specified in each Task Order or Purchase Order. The County shall pay Consultant after the County's receipt and approval of a each 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 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". 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 6 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 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 7 AUTHORIZED REPRESENTATIVES

The parties agree that in order to facilitate the orderly and efficient implementation of 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 Utility 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 Consultants 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 the Utility Director and the Consultant's representative shall be specified by the consultant. 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 8 COUNTY ASSISTANCE

The County shall assist Consultant by making available to Consultant County personnel with knowledge of the operation of the County as it relates to the Task Order or Purchase Order. 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 9 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 Consultant 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 Consultant, 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 Consultant 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 10 INDEMNIFICATION

Consultant shall indemnify and hold harmless the County, and its offices 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 11 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:

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)
Per Claim $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. The County is to be named or endorsed as Additional Insured. 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 12 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	FOR CONSULTANT
James E. Helmer, Director Utility Services Department 2725 Judge Fran Jamieson Way Building A, Suite 213 Melbourne, FL 32940 321-633-2091 E-Mail: jim.helmer@brevardfl.gov	Bussen-Mayer Engineering Group, Inc. Joseph W. Mayer, PE 100 Parnell Street Merritt Island, FL 32953 321-453-0010 E-Mail: joe@bmeg.net

Either party shall have the right to change its address for notice purposes at anytime 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 13 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 14 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 15 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. Venue shall be deemed to be in Brevard County, Florida.

SECTION 16 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 17 CONFLICT OF INTEREST: COUNTY

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 18 CONFLICT OF INTEREST: 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. Consultant shall disclose in writing to the County any conflict of interest affecting his services to the County as soon as he/she becomes aware of it. A conflict of interest is any situation in which the Consultant, his employees, or his subcontractors, are in a position to exploit their professional relationship with the County in any way for their personal or corporate benefit.

SECTION 19 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 20 **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.

In performance of this Agreement, the Consultant shall keep books, records, and accounts of all activities related to this Agreement in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Consultant in conjunction with this Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County. The Consultant shall retain all documents, books and records for a period of five (5) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and Ch. 119, Florida Statutes. All records or documents created by or provided to the Consultant by the County in connection with this Agreement are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the County in a format compatible with the information technology systems of the County.

The Consultant shall ensure that public records which 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 and following termination of the Agreement if the Consultant does not transfer the records to the public agency. In lieu of retaining all public records upon termination of this Agreement, the Consultant may transfer, at no cost to the County, all public records in possession of the Consultant. If the Consultant transfers all public records to the County upon termination of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

FLORIDA PUBLIC RECORDS LAW: Pursuant to Section 119.0701, 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 records to the County or allow the records to be inspected or copied within twenty-four (24) hours (not including weekends and legal holidays) of the request so the County can comply with the requirements of Sections 119.07. The Consultant may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

If the Consultant fails to provide the requested public records to the County within a reasonable time, the Consultant may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. Sections 119.0701, 119.110. The Consultant's failure to comply with public records requests is considered a material breach of this Agreement and grounds for termination.

Should the County face any legal action to enforce inspection or production of the records within the Consultant's possession and control, The Consultant agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Consultant shall hire and compensate attorney(s) to represent the Consultant and County in defending such action. The Consultant shall pay all costs to defend such action and any costs and attorneys fess awarded pursuant to Section 119.12.

IF THE CONSULTANT 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, ROSE LYONS, 321-633-2091, rose.lyons@brevardfl.gov.

SECTION 21 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, gender, 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 22 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 23 **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 the County employees.

SECTION 24 **CLAIMS FOR SERVICES**

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

SECTION 25 **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 26 **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 27 **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 28 **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 29 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 30 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 31 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 32 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 33 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 (e) Section 274(e) of the 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 34 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 for CATEGORY TWO for a period of 36 months from date of being placed on convicted vendor list.

SECTION 35 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:

Scott Ellis, Clerk

Date: OCT 24 2017

BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA

for Curt Smith, Chairman

As approved by Board on 9-20-16

Reviewed for legal form and content:

Assistant County Attorney

SEAL

CONSULTANT

Signature

10/20/17

Date

ATTEST:

Joseph W. Mayer, Pres.

Name & Title, Printed

Signature

Bussen-Mayer Engineering Group, Inc.

Name of Company, Corp., etc.

Angela O'Brien

Name & Title Printed

100 Parnell St.

Mailing Address

Merritt Island, Fl 32953

City, State, Zip

321-453-0010

(Area Code) Telephone Number

EXHIBIT A

BREVARD County
BOARD OF COUNTY COMMISSIONERS

POLICY

NUMBER:	**BCC-25**
AMENDS:	**December 15, 2015**
APPROVED:	**April 19, 2016**
ORIGINATOR:	**Purchasing Services**
REVIEW:	**April 19, 2019**

TITLE: PROCUREMENT

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.

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.

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."

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. **Florida Statutes:** Chapters 286.011, 286.0113, 218.70 et.seq., 218.80, Chapter 255 and Chapter 287, Procurement of Personal Property and Services.

K. **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.

L. **Grant** (for the purposes of this policy): An award of which includes assistance in the form of money, property, services, etc., by a source which includes the federal government, state government, other local governments, non-profit agencies, private businesses and citizens.

M. **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.

N. **Lease Purchase:** A lease contract with terms providing for the option to transfer title during or at the end of the lease term.

O. **Purchasing Card:** An accounts payable mechanism, which utilizes credit card infrastructure for the purchase of goods and/or services.

P. **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.

Q. **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.

R. **Purchasing Manual:** A document that describes rules, regulations, policies and procedures to be followed by the purchasing organization and the agencies/departments it serves.

S. **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.

T. **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. 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.

U. **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.

V. **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.

W **Service/Maintenance Agreements:** Contractual documents detailing specifications under which the vendor will provide maintenance/service to equipment in the possession of the County.

X. **Sole Source/Single Source/Proprietary Purchase:** Only known existing source, or only one viable 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.

III. DIRECTIVES

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.

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. T or via formal quote, as defined in Section II.J, solicited by Purchasing Services.

2. Up to $50,000: Assistant County Manager with recommendation for award from the user agency and Purchasing Manager or selection committee, as appropriate, via Formal Quote/Bid/Proposal.

3. 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.

4. $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.

5. 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 to award to the qualified bidder having the lowest, responsible and best bid for tangible items, capital improvement projects and/or equipment when funding is available and within the scope, goals and mission of the Board approved Annual Budget and Capital Improvements Plan. Because a qualified bidder with the lowest, responsible and best bid is generally entitled to an award of bid and an award of bid has been construed to constitute an enforceable agreement, this policy also constitutes authority for the Chair to sign the agreement(s) incorporated into the Request for Bid documents or Request for Proposal, provided that agreement has been reviewed and approved by the County Manager or his designee, and approved as to form and legal content by the County Attorney's Office.

6. The Board must approve the financial terms of all agreements that 1] arise out of the acceptance of a request for proposal or 2] that are negotiated in accordance with the Consultant's Competitive Negotiation Act set forth in section 287.055, Florida Statutes or any successor statute thereto.

7. For the purposes of section 125.17, Florida Statutes, this policy authorizes the Clerk to the Board to attest to any agreements executed by the Chair in accordance with the procedures set forth in subparagraphs 4 and 5 above.

8. 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. If less than two responsive bids, proposals, or replies for commodity or contractual services purchases are received, the Purchasing Manager and User Agency may negotiate on the best pricing, terms and conditions.

N. 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 risk.
10. The Purchase of or payment for utility services, including but not limited to water and sewer, electric, telephone, etc.

O. 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.

P. 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)

Q. 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.

R. 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

S. 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.

T. 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.

U. Grant Assistance

1. When the procurement involves the expenditure of state or federal assistance, grants or contract funds, the procurement shall be conducted in accordance with any applicable local, state or federal laws/regulation requirements specified in the funding/grant conditions as they pertain to the state or federal assistance grant or contract funds.

IV. RESERVATION OF AUTHORITY

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

ATTEST:

Scott Ellis, Clerk

Jim Barfield, Chairman
Brevard County, Florida
Board of County Commissioners
Approved by the Board, on April 19, 2016

T3-SZA

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/13/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Risk Management Department	
Commercial Lines - (305) 443-4886 Wells Fargo Insurance Services USA, Inc. 2601 South Bayshore Drive, Suite 1600 Coconut Grove, FL 33133	PHONE (A/C, No, Ext): (866)443-8489	FAX (A/C, No): (800)889-0021
	E-MAIL ADDRESS: Work.Comp@Trinet.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Indemnity Insurance Company of North America	43575
INSURED TriNet HR III, Inc. RE: Booth, Ern, Straughan & Hiott, Inc. 9000 Town Center Parkway Bradenton, FL 34202	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 12350443 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLR_C64417733	09/17/2017	07/01/2018	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE:Re: Brevard County Utility Services .
Workers' Compensation coverage is limited to worksite employees of Booth, Ern, Straughan & Hiott, Inc. through a co-employment agreement with TriNet HR III, Inc.

CERTIFICATE HOLDER

Brevard County - Board of County Commissioners
2725 Judge Fran Jamieson Way, Building A, Room 213
Viera, FL 32940

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BOOTERN-01 SUECARLSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/11/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Sue Carlson	
Merrill Insurance 1520 S Bay St Eustis, FL 32726-5555	PHONE (A/C, No, Ext):	FAX (A/C, No): (352) 383-8764
	E-MAIL ADDRESS: sue@merrillinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Addison Insurance Company	10324
INSURED	INSURER B : Landmark American Insurance Co	33138
Booth, Ern, Straughan & Hiott, Inc. 902 N. Sinclair Ave Tavares, FL 32778	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR			60350641	08/01/2017	08/01/2018	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			60350641	08/01/2017	08/01/2018	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			60350641	08/01/2017	08/01/2018	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Professional Liabil			LHR764887	08/01/2017	08/01/2018	Each Claim	2,000,000
B	Professional Liabil			LHR764887	08/01/2017	08/01/2018	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER. SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

Brevard County Utility Services 2017
Brevard County Board of County Commissioners is added as additional insured as respects to general & auto liability as required by contract.

CERTIFICATE HOLDER	CANCELLATION
Brevard County Board of County Commissioners 2725 Judge Fran Jamieson Way Building A Room 213 Viera, FL 32940	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE J. Sue Merrill

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TABLE OF CONTENTS
MASTER PROFESSIONAL SERVICES AGREEMENT

SECTION 1	SCOPE OF SERVICES	3
SECTION 2	TERM	4
SECTION 3	SERVICES AND COMPENSATION	4
SECTION 4	ADMINISTRATION OF SERVICES	5
SECTION 5	BILLING AND TIME OF PAYMENT.	5
SECTION 6	ADDITIONAL SERVICES	6
SECTION 7	AUTHORIZED REPRESENTATIVES	6
SECTION 8	COUNTY ASSISTANCE	7
SECTION 9	TITLE TO DELIVERABLES	7
SECTION 10	INDEMNIFICATION	7
SECTION 11	INSURANCE	8
SECTION 12	NOTICES	8
SECTION 13	FORCE MAJEURE	9
SECTION 14	TERMINATION	9
SECTION 15	APPLICABLE LAW	10
SECTION 16	WAIVER	11
SECTION 17	CONFLICT OF INTEREST: COUNTY	11
SECTION 18	CONFLICT OF INTEREST: CONSULTANT	11
SECTION 19	COVENANT AGAINST CONTINGENT FEES.	11
SECTION 20	RECORDS AND AUDITS	12
SECTION 21	EQUAL OPPORTUNITY EMPLOYMENT	13
SECTION 22	ASSIGNMENT	13
SECTION 23	INDEPENDENT CONTRACTOR	14
SECTION 24	CLAIMS FOR SERVICES	14
SECTION 25	ENTIRE AGREEMENT	14
SECTION 26	SEVERABILITY	14
SECTION 27	MODIFICATIONS OR AMENDMENTS IN WRITING	14
SECTION 28	PERMITS, FEES, and LICENSES	14
SECTION 29	TRUTH-IN-NEGOTIATION CERTIFICATE	15
SECTION 30	COMPLIANCE WITH LAWS	15
SECTION 31	ATTORNEY'S FEES	15

SECTION 32 VENUE 15
SECTION 33 UNAUTHORIZED ALIEN WORKERS 15
SECTION 34 PUBLIC ENTITY CRIMES 16
SECTION 35 EFFECTIVE DATE 16

AGREEMENT FOR ENGINEERING AND CONSULTING SERVICES

This AGREEMENT entered into on _____ (hereinafter "effective date") 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 **Booth, Ern, Straughan & Hiott, Inc.**., hereinafter referred to as "**Consultant**".

W I T N E S S E T H:

WHEREAS, the County proposes to do work relating to the design, permitting and other engineering services associated with water supply and treatment, water operations and maintenance, water treatment facilities, water transmission and distribution pipe networks, wastewater treatment, wastewater collection systems, pipe networks, waste-water pumping systems, wastewater treatment facilities, wastewater operations and maintenance, reclaimed water transmission and distribution pipe networks, hydraulic system modeling and other water and wastewater related engineering projects as well as general utility management and supporting services; and,

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 the County that it has the competency and experience to perform such services in accordance with the terms and conditions as set forth herein; 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).

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 relating to the design, permitting and other engineering services associated with water supply and treatment, water operations and maintenance, water treatment facilities, water transmission and distribution pipe networks, wastewater treatment, wastewater collection systems, pipe networks, waste-water pumping systems, wastewater treatment

facilities, wastewater operations and maintenance, reclaimed water transmission and distribution pipe networks, hydraulic system modeling and other water and wastewater related engineering projects as well as general utility management and supporting services, 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 Capital Improvement Plan (CIP) as it currently exists.

SECTION 2 **TERM**

This Agreement shall be a "continuing contract," as defined under Section 287.055(2) (g), Florida Statutes, and BCC-26 Brevard County Policy and shall have a term of five (5) years from the effective date.

SECTION 3 **SERVICES AND COMPENSATION**

If Consultant's services are required, County will send Consultant a proposed Task Order or Purchase Order detailing the work to be done and the compensation to be paid. The Consultant may negotiate compensation and time for completion of the work with the County. Once the Task Order or Purchase Order has been signed by both parties, the County will issue the Consultant a Notice to Proceed. Consultant shall commence work within five (5) working days of receipt of 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.

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, 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.

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 fee provided in the applicable Task Order or Purchase Order shall be the only compensation to which Consultant is entitled. The fee shall include all of the Consultant's costs associated with the Task Order, office overhead, employee benefits, 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.

If the cost of equipment purchases is included in the compensation for a Task Order or Purchase Order, then that equipment is the property of the County and must be returned to the County upon completion of the Task Order or Purchase Order.

SECTION 4 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 5 BILLING AND TIME OF PAYMENT.

Consultant shall submit invoices for payment to the County either (a) on a monthly basis or (b) contemporaneously with services rendered pursuant to the timeline specified in each Task Order or Purchase Order. The County shall pay Consultant after the County's receipt and approval of a each 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 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". 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 6 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 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 7 AUTHORIZED REPRESENTATIVES

The parties agree that in order to facilitate the orderly and efficient implementation of 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 Utility 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 Consultants 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 the Utility Director and the Consultant's representative shall be specified by the consultant. 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 8 **COUNTY ASSISTANCE**

The County shall assist Consultant by making available to Consultant County personnel with knowledge of the operation of the County as it relates to the Task Order or Purchase Order. 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 9 **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 Consultant 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 Consultant, 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 Consultant 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 10 **INDEMNIFICATION**

Consultant shall indemnify and hold harmless the County, and its offices 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 11 **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:

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)
Per Claim $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. The County is to be named or endorsed as Additional Insured. 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 12 **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	FOR CONSULTANT
James E. Helmer, Director Utility Services Department 2725 Judge Fran Jamieson Way Building A, Suite 213 Melbourne, FL 32940 321-633-2091 E-Mail: jim.helmer@brevardfl.gov	Booth, Ern, Straughan & Hiott, Inc. (BESH) Robert A. Ern, Jr., PE 902 North Sinclair Avenue Tavares, Florida 32778 352-343-8481 E-Mail: rern@besandh.com

Either party shall have the right to change its address for notice purposes at anytime 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 13 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 14 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 15 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. Venue shall be deemed to be in Brevard County, Florida.

SECTION 16 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 17 CONFLICT OF INTEREST: COUNTY

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 18 CONFLICT OF INTEREST: 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. Consultant shall disclose in writing to the County any conflict of interest affecting his services to the County as soon as he/she becomes aware of it. A conflict of interest is any situation in which the Consultant, his employees, or his subcontractors, are in a position to exploit their professional relationship with the County in any way for their personal or corporate benefit.

SECTION 19 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 20 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.

In performance of this Agreement, the Consultant shall keep books, records, and accounts of all activities related to this Agreement in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Consultant in conjunction with this Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County. The Consultant shall retain all documents, books and records for a period of five (5) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and Ch. 119, Florida Statutes. All records or documents created by or provided to the Consultant by the County in connection with this Agreement are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the County in a format compatible with the information technology systems of the County.

The Consultant shall ensure that public records which 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 and following termination of the Agreement if the Consultant does not transfer the records to the public agency. In lieu of retaining all public records upon termination of this Agreement, the Consultant may transfer, at no cost to the County, all public records in possession of the Consultant. If the Consultant transfers all public records to the County upon termination of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

FLORIDA PUBLIC RECORDS LAW: Pursuant to Section 119.0701, 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 records to the County or allow the records to be inspected or copied within twenty-four (24) hours (not including weekends and legal holidays) of the request so the County can comply with the requirements of Sections 119.07. The Consultant may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

If the Consultant fails to provide the requested public records to the County within a reasonable time, the Consultant may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. Sections 119.0701, 119.110. The Consultant's failure to comply with public records requests is considered a material breach of this Agreement and grounds for termination.

Should the County face any legal action to enforce inspection or production of the records within the Consultant's possession and control, The Consultant agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Consultant shall hire and compensate attorney(s) to represent the Consultant and County in defending such action. The Consultant shall pay all costs to defend such action and any costs and attorneys fess awarded pursuant to Section 119.12.

IF THE CONSULTANT 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, ROSE LYONS, 321-633-2091, rose.lyons@brevardfl.gov.

SECTION 21 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, gender, 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 22 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 23 **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 the County employees.

SECTION 24 **CLAIMS FOR SERVICES**

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

SECTION 25 **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 26 **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 27 **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 28 **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 29 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 30 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 31 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 32 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 33 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 (e) Section 274(e) of the 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 34 **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 for CATEGORY TWO for a period of 36 months from date of being placed on convicted vendor list.

SECTION 35 **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:

Scott Ellis, Clerk

OCT 24 2017

Date:

BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA

for Curt Smith, Chairman

As approved by Board on 9-20-16

Reviewed for legal form and content:

Assistant County Attorney

SEAL

ATTEST:

Signature

Name & Title Printed

CONSULTANT

Signature

10-10-17

Date

ROBERT ERV, V.P.

Name & Title, Printed

BOOTH ERV STRAUGHAN & HIOTT, INC.

Name of Company, Corp., etc.

802 N. SINCLAIR AVE

Mailing Address

TAVARES, FL 32778

City, State, Zip

352-343-8481

(Area Code) Telephone Number

EXHIBIT A

BREVARD County
BOARD OF COUNTY COMMISSIONERS

POLICY

NUMBER:	**BCC-25**
AMENDS:	**December 15, 2015**
APPROVED:	**April 19, 2016**
ORIGINATOR:	**Purchasing Services**
REVIEW:	**April 19, 2019**

TITLE: PROCUREMENT

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.

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.

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."

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. **Florida Statutes:** Chapters 286.011, 286.0113, 218.70 et.seq., 218.80, Chapter 255 and Chapter 287, Procurement of Personal Property and Services.

K. **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.

L. **Grant** (for the purposes of this policy): An award of which includes assistance in the form of money, property, services, etc., by a source which includes the federal government, state government, other local governments, non-profit agencies, private businesses and citizens.

M. **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.

N. **Lease Purchase:** A lease contract with terms providing for the option to transfer title during or at the end of the lease term.

O. **Purchasing Card:** An accounts payable mechanism, which utilizes credit card infrastructure for the purchase of goods and/or services.

P. **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.

Q. **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.

R. **Purchasing Manual:** A document that describes rules, regulations, policies and procedures to be followed by the purchasing organization and the agencies/departments it serves.

S. **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.

T. **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. 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.

U. **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.

V. **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.

W **Service/Maintenance Agreements:** Contractual documents detailing specifications under which the vendor will provide maintenance/service to equipment in the possession of the County.

X. **Sole Source/Single Source/Proprietary Purchase:** Only known existing source, or only one viable 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.

III. DIRECTIVES

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.

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. T or via formal quote, as defined in Section II.J, solicited by Purchasing Services.

2. Up to $50,000: Assistant County Manager with recommendation for award from the user agency and Purchasing Manager or selection committee, as appropriate, via Formal Quote/Bid/Proposal.

3. 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.

4. $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.

5. 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 to award to the qualified bidder having the lowest, responsible and best bid for tangible items, capital improvement projects and/or equipment when funding is available and within the scope, goals and mission of the Board approved Annual Budget and Capital Improvements Plan. Because a qualified bidder with the lowest, responsible and best bid is generally entitled to an award of bid and an award of bid has been construed to constitute an enforceable agreement, this policy also constitutes authority for the Chair to sign the agreement(s) incorporated into the Request for Bid documents or Request for Proposal, provided that agreement has been reviewed and approved by the County Manager or his designee, and approved as to form and legal content by the County Attorney's Office.

6. The Board must approve the financial terms of all agreements that 1] arise out of the acceptance of a request for proposal or 2] that are negotiated in accordance with the Consultant's Competitive Negotiation Act set forth in section 287.055, Florida Statutes or any successor statute thereto.

7. For the purposes of section 125.17, Florida Statutes, this policy authorizes the Clerk to the Board to attest to any agreements executed by the Chair in accordance with the procedures set forth in subparagraphs 4 and 5 above.

8. 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. If less than two responsive bids, proposals, or replies for commodity or contractual services purchases are received, the Purchasing Manager and User Agency may negotiate on the best pricing, terms and conditions.

N. 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 risk.
10. The Purchase of or payment for utility services, including but not limited to water and sewer, electric, telephone, etc.

O. 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.

P. 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)

Q. 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.

R. 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

S. 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.

T. 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.

U. Grant Assistance

1. When the procurement involves the expenditure of state or federal assistance, grants or contract funds, the procurement shall be conducted in accordance with any applicable local, state or federal laws/regulation requirements specified in the funding/grant conditions as they pertain to the state or federal assistance grant or contract funds.

IV. RESERVATION OF AUTHORITY

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

ATTEST:

Scott Ellis, Clerk

Jim Barfield, Chairman
Brevard County, Florida
Board of County Commissioners
Approved by the Board, on April 19, 2016

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/16/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Ames & Gough
8300 Greenboro Dr.
Suite 980
McLean VA 22102

CONTACT NAME:
PHONE (A/C, No, Ext): 703-827-2277 FAX (A/C, No): 703-827-2279
E-MAIL ADDRESS: admin@amesgough.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Continental Insurance Company A(XV)	35289
INSURER B: Valley Forge Insurance Company A(XV	20508
INSURER C: American Casualty Co of Reading, PA	20427
INSURER D: Great American Insurance Group	16691
INSURER E: Continental Casualty Company (CNA)	20443
INSURER F:	

INSURED WADETRI-01
Wade Trim, Inc (Palm Bay)
3790 Dixie Hwy NE
Suite D
Palm Bay FL 32905

COVERAGES **CERTIFICATE NUMBER:** 122928384 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:			6050071562	10/1/2017	10/1/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $1,000,000 $15,000 $1,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			6050071576	10/1/2017	10/1/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			6050071612	10/1/2017	10/1/2018	EACH OCCURRENCE AGGREGATE $	$10,000,000 $10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6050071609	10/1/2017	10/1/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
D E	Excess Umbrella Professional Liability			TUE221174200 AEH591913816	10/1/2017 10/1/2017	10/1/2018 10/1/2018	Occurrence/ Aggregate Per Claim Aggregate	$10,000,000 $5,000,000 $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Continuing Engineering Services Contract.

CERTIFICATE HOLDER
BREVARD COUNTY UTILITY SERVICES
2725 JUDGE FRAN JAMIESON WAY
VIERA FL 32940

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Frances J Ridley

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TABLE OF CONTENTS
MASTER PROFESSIONAL SERVICES AGREEMENT

SECTION 1	SCOPE OF SERVICES	3
SECTION 2	TERM	4
SECTION 3	SERVICES AND COMPENSATION	4
SECTION 4	ADMINISTRATION OF SERVICES	5
SECTION 5	BILLING AND TIME OF PAYMENT.	5
SECTION 6	ADDITIONAL SERVICES	6
SECTION 7	AUTHORIZED REPRESENTATIVES	6
SECTION 8	COUNTY ASSISTANCE	7
SECTION 9	TITLE TO DELIVERABLES	7
SECTION 10	INDEMNIFICATION	7
SECTION 11	INSURANCE	8
SECTION 12	NOTICES	8
SECTION 13	FORCE MAJEURE	9
SECTION 14	TERMINATION	9
SECTION 15	APPLICABLE LAW	10
SECTION 16	WAIVER	11
SECTION 17	CONFLICT OF INTEREST: COUNTY	11
SECTION 18	CONFLICT OF INTEREST: CONSULTANT	11
SECTION 19	COVENANT AGAINST CONTINGENT FEES.	11
SECTION 20	RECORDS AND AUDITS	12
SECTION 21	EQUAL OPPORTUNITY EMPLOYMENT	13
SECTION 22	ASSIGNMENT	13
SECTION 23	INDEPENDENT CONTRACTOR	14
SECTION 24	CLAIMS FOR SERVICES	14
SECTION 25	ENTIRE AGREEMENT	14
SECTION 26	SEVERABILITY	14
SECTION 27	MODIFICATIONS OR AMENDMENTS IN WRITING	14
SECTION 28	PERMITS, FEES, and LICENSES	15
SECTION 29	TRUTH-IN-NEGOTIATION CERTIFICATE	15
SECTION 30	COMPLIANCE WITH LAWS	15
SECTION 31	ATTORNEY'S FEES	15

SECTION 32 VENUE 15
SECTION 33 UNAUTHORIZED ALIEN WORKERS 16
SECTION 34 PUBLIC ENTITY CRIMES 16
SECTION 35 EFFECTIVE DATE 16

AGREEMENT FOR ENGINEERING AND CONSULTING SERVICES

This AGREEMENT entered into on _____ (hereinafter "effective date") 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 **Wade Trim**, hereinafter referred to as "**Consultant**".

W I T N E S S E T H:

WHEREAS, the County proposes to do work relating to the design, permitting and other engineering services associated with water supply and treatment, water operations and maintenance, water treatment facilities, water transmission and distribution pipe networks, wastewater treatment, wastewater collection systems, pipe networks, waste-water pumping systems, wastewater treatment facilities, wastewater operations and maintenance, reclaimed water transmission and distribution pipe networks, hydraulic system modeling and other water and wastewater related engineering projects as well as general utility management and supporting services; and,

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 the County that it has the competency and experience to perform such services in accordance with the terms and conditions as set forth herein; 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).

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 relating to the design, permitting and other engineering services associated with water supply and treatment, water operations and maintenance, water treatment facilities, water transmission and distribution pipe networks, wastewater treatment, wastewater collection systems, pipe networks, waste-water pumping systems, wastewater treatment

facilities, wastewater operations and maintenance, reclaimed water transmission and distribution pipe networks, hydraulic system modeling and other water and wastewater related engineering projects as well as general utility management and supporting services, 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 Capital Improvement Plan (CIP) as it currently exists.

SECTION 2 TERM

This Agreement shall be a "continuing contract," as defined under Section 287.055(2) (g), Florida Statutes, and BCC-26 Brevard County Policy and shall have a term of five (5) years from the effective date.

SECTION 3 SERVICES AND COMPENSATION

If Consultant's services are required, County will send Consultant a proposed Task Order or Purchase Order detailing the work to be done and the compensation to be paid. The Consultant may negotiate compensation and time for completion of the work with the County. Once the Task Order or Purchase Order has been signed by both parties, the County will issue the Consultant a Notice to Proceed. Consultant shall commence work within five (5) working days of receipt of 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.

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, 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.

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 fee provided in the applicable Task Order or Purchase Order shall be the only compensation to which Consultant is entitled. The fee shall include all of the Consultant's costs associated with the Task Order, office overhead, employee benefits, 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.

If the cost of equipment purchases is included in the compensation for a Task Order or Purchase Order, then that equipment is the property of the County and must be returned to the County upon completion of the Task Order or Purchase Order.

SECTION 4 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 5 BILLING AND TIME OF PAYMENT.

Consultant shall submit invoices for payment to the County either (a) on a monthly basis or (b) contemporaneously with services rendered pursuant to the timeline specified in each Task Order or Purchase Order. The County shall pay Consultant after the County's receipt and approval of a each 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 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". 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 6 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 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 7 AUTHORIZED REPRESENTATIVES

The parties agree that in order to facilitate the orderly and efficient implementation of 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 Utility 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 Consultants 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 the Utility Director and the Consultant's representative shall be specified by the consultant. 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 8 COUNTY ASSISTANCE

The County shall assist Consultant by making available to Consultant County personnel with knowledge of the operation of the County as it relates to the Task Order or Purchase Order. 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 9 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 Consultant 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 Consultant, 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 Consultant 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 10 INDEMNIFICATION

Consultant shall indemnify and hold harmless the County, and its offices 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 11 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:

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)
Per Claim $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. The County is to be named or endorsed as Additional Insured. 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 12 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	FOR CONSULTANT
James E. Helmer, Director Utility Services Department 2725 Judge Fran Jamieson Way Building A, Suite 213 Melbourne, FL 32940 321-633-2091 E-Mail: jim.helmer@brevardfl.gov	Wade Trim Brian Woodworth, PE 3790 Dixie Highway NE, Suite D Palm Bay, FL 32905 321-728-3389 E-Mail: bwoodworth@wadetrim.com

Either party shall have the right to change its address for notice purposes at anytime 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 13 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 14 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 15 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. Venue shall be deemed to be in Brevard County, Florida.

SECTION 16 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 17 CONFLICT OF INTEREST: COUNTY

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 18 CONFLICT OF INTEREST: 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. Consultant shall disclose in writing to the County any conflict of interest affecting his services to the County as soon as he/she becomes aware of it. A conflict of interest is any situation in which the Consultant, his employees, or his subcontractors, are in a position to exploit their professional relationship with the County in any way for their personal or corporate benefit.

SECTION 19 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 20 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.

In performance of this Agreement, the Consultant shall keep books, records, and accounts of all activities related to this Agreement in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Consultant in conjunction with this Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County. The Consultant shall retain all documents, books and records for a period of five (5) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and Ch. 119, Florida Statutes. All records or documents created by or provided to the Consultant by the County in connection with this Agreement are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the County in a format compatible with the information technology systems of the County.

The Consultant shall ensure that public records which 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 and following termination of the Agreement if the Consultant does not transfer the records to the public agency. In lieu of retaining all public records upon termination of this Agreement, the Consultant may transfer, at no cost to the County, all public records in possession of the Consultant. If the Consultant transfers all public records to the County upon termination of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

FLORIDA PUBLIC RECORDS LAW: Pursuant to Section 119.0701, 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 records to the County or allow the records to be inspected or copied within twenty-four (24) hours (not

including weekends and legal holidays) of the request so the County can comply with the requirements of Sections 119.07. The Consultant may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

If the Consultant fails to provide the requested public records to the County within a reasonable time, the Consultant may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. Sections 119.0701, 119.110. The Consultant's failure to comply with public records requests is considered a material breach of this Agreement and grounds for termination.

Should the County face any legal action to enforce inspection or production of the records within the Consultant's possession and control, The Consultant agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Consultant shall hire and compensate attorney(s) to represent the Consultant and County in defending such action. The Consultant shall pay all costs to defend such action and any costs and attorneys fess awarded pursuant to Section 119.12.

IF THE CONSULTANT 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, ROSE LYONS, 321-633-2091, rose.lyons@brevardfl.gov.

SECTION 21 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, gender, 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 22 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 23 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 the County employees.

SECTION 24 CLAIMS FOR SERVICES

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

SECTION 25 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 26 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 27 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 28 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 29 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 30 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 31 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 32 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 33 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 (e) Section 274(e) of the 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 34 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 for CATEGORY TWO for a period of 36 months from date of being placed on convicted vendor list.

SECTION 35 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:

Scott Ellis, Clerk

Date: OCT 24 2017

BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA

Curt Smith, Chairman

As approved by Board on 9-20-16

Reviewed for legal form and content:

Assistant County Attorney

SEAL

BRIAN WOODWORTH LICENSE No. 82664 STATE OF FLORIDA PROFESSIONAL ENGINEER

ATTEST:

Signature

WILLIAM J. RIEBE, ENGINEER

Name & Title Printed

CONSULTANT

Signature

10-16-17

Date

Brian Woodworth, PE

Name & Title, Printed

Wade Trim

Name of Company, Corp., etc.

3790 Dixie Highway, NE Suite D

Mailing Address

Palm Bay, FL 32905

City, State, Zip

(321) 728-3389

(Area Code) Telephone Number

EXHIBIT A

BREVARD County
BOARD OF COUNTY COMMISSIONERS

POLICY

NUMBER:	**BCC-25**
AMENDS:	**December 15, 2015**
APPROVED:	**April 19, 2016**
ORIGINATOR:	**Purchasing Services**
REVIEW:	**April 19, 2019**

TITLE: PROCUREMENT

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.

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.

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."

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. **Florida Statutes:** Chapters 286.011, 286.0113, 218.70 et.seq., 218.80, Chapter 255 and Chapter 287, Procurement of Personal Property and Services.

K. **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.

L. **Grant** (for the purposes of this policy): An award of which includes assistance in the form of money, property, services, etc., by a source which includes the federal government, state government, other local governments, non-profit agencies, private businesses and citizens.

M. **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.

N. **Lease Purchase:** A lease contract with terms providing for the option to transfer title during or at the end of the lease term.

O. **Purchasing Card:** An accounts payable mechanism, which utilizes credit card infrastructure for the purchase of goods and/or services.

P. **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.

Q. **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.

R. **Purchasing Manual:** A document that describes rules, regulations, policies and procedures to be followed by the purchasing organization and the agencies/departments it serves.

S. **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.

T. **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. 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.

U. **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.

V. **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.

W **Service/Maintenance Agreements:** Contractual documents detailing specifications under which the vendor will provide maintenance/service to equipment in the possession of the County.

X. **Sole Source/Single Source/Proprietary Purchase:** Only known existing source, or only one viable 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.

III. DIRECTIVES

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.

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. T or via formal quote, as defined in Section II.J, solicited by Purchasing Services.

2. Up to $50,000: Assistant County Manager with recommendation for award from the user agency and Purchasing Manager or selection committee, as appropriate, via Formal Quote/Bid/Proposal.

3. 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.

4. $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.

5. 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 to award to the qualified bidder having the lowest, responsible and best bid for tangible items, capital improvement projects and/or equipment when funding is available and within the scope, goals and mission of the Board approved Annual Budget and Capital Improvements Plan. Because a qualified bidder with the lowest, responsible and best bid is generally entitled to an award of bid and an award of bid has been construed to constitute an enforceable agreement, this policy also constitutes authority for the Chair to sign the agreement(s) incorporated into the Request for Bid documents or Request for Proposal, provided that agreement has been reviewed and approved by the County Manager or his designee, and approved as to form and legal content by the County Attorney's Office.

6. The Board must approve the financial terms of all agreements that 1] arise out of the acceptance of a request for proposal or 2] that are negotiated in accordance with the Consultant's Competitive Negotiation Act set forth in section 287.055, Florida Statutes or any successor statute thereto.

7. For the purposes of section 125.17, Florida Statutes, this policy authorizes the Clerk to the Board to attest to any agreements executed by the Chair in accordance with the procedures set forth in subparagraphs 4 and 5 above.

8. 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. If less than two responsive bids, proposals, or replies for commodity or contractual services purchases are received, the Purchasing Manager and User Agency may negotiate on the best pricing, terms and conditions.

N. 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 risk.
10. The Purchase of or payment for utility services, including but not limited to water and sewer, electric, telephone, etc.

O. 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.

P. 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)

Q. 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.

R. 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

S. 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.

T. 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.

U. Grant Assistance

1. When the procurement involves the expenditure of state or federal assistance, grants or contract funds, the procurement shall be conducted in accordance with any applicable local, state or federal laws/regulation requirements specified in the funding/grant conditions as they pertain to the state or federal assistance grant or contract funds.

IV. RESERVATION OF AUTHORITY

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

ATTEST:

Scott Ellis, Clerk

Jim Barfield, Chairman
Brevard County, Florida
Board of County Commissioners
Approved by the Board, on April 19, 2016

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/21/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant - Orlando 250 International Pkwy, Ste 330 Lake Mary FL 32746	CONTACT NAME: PHONE (A/C, No, Ext): 407-740-5550 FAX (A/C, No): 407-740-5522 E-MAIL ADDRESS: amanda.bonventre@hylant.com
	INSURER(S) AFFORDING COVERAGE / NAIC #
INSURED REISENG-01 Reiss Engineering Inc. & Reiss Environmental Inc. 1016 Spring Villas Pt Winter Springs FL 32708	INSURER A : Sentinel Insurance Company Ltd 11000 INSURER B : Hartford Casualty Insurance Co 29424 INSURER C : Hartford Accident and Indemnity Com 22357 INSURER D : Argonaut Insurance Co 19801 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1549154943 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:			21SBABX8346	9/21/2017	9/21/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
C	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			21UECHV3040	9/21/2017	9/21/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			21SBABX8346	9/21/2017	9/21/2018	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	21WBCAQ2619	9/21/2017	9/21/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Professional Liability			IAE4197944	9/21/2017	9/21/2018	Per Claim Aggregate Retention	5,000,000 5,000,000 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Waiver of subrogation as respects Workers Compensation in favor of Additional Insured when required by written contract subject to the terms, conditions and exclusions of the policy.

CERTIFICATE HOLDER

The Board of County Commissioners of Brevard County
2725 Judge Fran Jamieson Way
Viera FL 32940

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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TABLE OF CONTENTS
MASTER PROFESSIONAL SERVICES AGREEMENT

SECTION 1	SCOPE OF SERVICES	3
SECTION 2	TERM	4
SECTION 3	SERVICES AND COMPENSATION	4
SECTION 4	ADMINISTRATION OF SERVICES	5
SECTION 5	BILLING AND TIME OF PAYMENT.	5
SECTION 6	ADDITIONAL SERVICES	6
SECTION 7	AUTHORIZED REPRESENTATIVES	6
SECTION 8	COUNTY ASSISTANCE	7
SECTION 9	TITLE TO DELIVERABLES	7
SECTION 10	INDEMNIFICATION	7
SECTION 11	INSURANCE	8
SECTION 12	NOTICES	8
SECTION 13	FORCE MAJEURE	9
SECTION 14	TERMINATION	10
SECTION 15	APPLICABLE LAW	11
SECTION 16	WAIVER	11
SECTION 17	CONFLICT OF INTEREST: COUNTY	11
SECTION 18	CONFLICT OF INTEREST: CONSULTANT	11
SECTION 19	COVENANT AGAINST CONTINGENT FEES.	11
SECTION 20	RECORDS AND AUDITS	12
SECTION 21	EQUAL OPPORTUNITY EMPLOYMENT	13
SECTION 22	ASSIGNMENT	14
SECTION 23	INDEPENDENT CONTRACTOR	14
SECTION 24	CLAIMS FOR SERVICES	14
SECTION 25	ENTIRE AGREEMENT	14
SECTION 26	SEVERABILITY	14
SECTION 27	MODIFICATIONS OR AMENDMENTS IN WRITING	15
SECTION 28	PERMITS, FEES, and LICENSES	15
SECTION 29	TRUTH-IN-NEGOTIATION CERTIFICATE	15
SECTION 30	COMPLIANCE WITH LAWS	15
SECTION 31	ATTORNEY'S FEES	15

SECTION 32 VENUE 15
SECTION 33 UNAUTHORIZED ALIEN WORKERS 16
SECTION 34 PUBLIC ENTITY CRIMES 16
SECTION 35 EFFECTIVE DATE 16

AGREEMENT FOR ENGINEERING AND CONSULTING SERVICES

This AGREEMENT entered into on _____ (hereinafter "effective date") 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 **Reiss Engineering, Inc.**, hereinafter referred to as "**Consultant**".

W I T N E S S E T H:

WHEREAS, the County proposes to do work relating to the design, permitting and other engineering services associated with water supply and treatment, water operations and maintenance, water treatment facilities, water transmission and distribution pipe networks, wastewater treatment, wastewater collection systems, pipe networks, waste-water pumping systems, wastewater treatment facilities, wastewater operations and maintenance, reclaimed water transmission and distribution pipe networks, hydraulic system modeling and other water and wastewater related engineering projects as well as general utility management and supporting services; and,

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 the County that it has the competency and experience to perform such services in accordance with the terms and conditions as set forth herein; 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).

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 relating to the design, permitting and other engineering services associated with water supply and treatment, water operations and maintenance, water treatment facilities, water transmission and distribution pipe networks, wastewater treatment, wastewater collection systems, pipe networks, waste-water pumping systems, wastewater treatment

facilities, wastewater operations and maintenance, reclaimed water transmission and distribution pipe networks, hydraulic system modeling and other water and wastewater related engineering projects as well as general utility management and supporting services, 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 Capital Improvement Plan (CIP) as it currently exists.

SECTION 2 TERM

This Agreement shall be a "continuing contract," as defined under Section 287.055(2) (g), Florida Statutes, and BCC-26 Brevard County Policy and shall have a term of five (5) years from the effective date.

SECTION 3 SERVICES AND COMPENSATION

If Consultant's services are required, County will send Consultant a proposed Task Order or Purchase Order detailing the work to be done and the compensation to be paid. The Consultant may negotiate compensation and time for completion of the work with the County. Once the Task Order or Purchase Order has been signed by both parties, the County will issue the Consultant a Notice to Proceed. Consultant shall commence work within five (5) working days of receipt of 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.

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, 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.

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 fee provided in the applicable Task Order or Purchase Order shall be the only compensation to which Consultant is entitled. The fee shall include all of the Consultant's costs associated with the Task Order, office overhead, employee benefits, 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.

If the cost of equipment purchases is included in the compensation for a Task Order or Purchase Order, then that equipment is the property of the County and must be returned to the County upon completion of the Task Order or Purchase Order.

SECTION 4 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 5 BILLING AND TIME OF PAYMENT.

Consultant shall submit invoices for payment to the County either (a) on a monthly basis or (b) contemporaneously with services rendered pursuant to the timeline specified in each Task Order or Purchase Order. The County shall pay Consultant after the County's receipt and approval of a each 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 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". 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 6 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 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 7 AUTHORIZED REPRESENTATIVES

The parties agree that in order to facilitate the orderly and efficient implementation of 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 Utility 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 Consultants 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 the Utility Director and the Consultant's representative shall be specified by the consultant. 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 8 COUNTY ASSISTANCE

The County shall assist Consultant by making available to Consultant County personnel with knowledge of the operation of the County as it relates to the Task Order or Purchase Order. 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 9 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 Consultant 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 Consultant, 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 Consultant 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 10 INDEMNIFICATION

Consultant shall indemnify and hold harmless the County, and its offices 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 11 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:

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)
Per Claim $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. The County is to be named or endorsed as Additional Insured. 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 12 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	FOR CONSULTANT
James E. Helmer, Director Utility Services Department 2725 Judge Fran Jamieson Way Building A, Suite 213 Melbourne, FL 32940 321-633-2091 E-Mail: jim.helmer@brevardfl.gov	Reiss Engineering, Inc. C. Robert Reiss, PhD, PE 1016 Spring Villas Point Winter Springs, FL 32708 407-679-5358 E-Mail: crreiss@reisseng.com

Either party shall have the right to change its address for notice purposes at anytime 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 13 **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 14 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 15 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. Venue shall be deemed to be in Brevard County, Florida.

SECTION 16 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 17 CONFLICT OF INTEREST: COUNTY

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 18 CONFLICT OF INTEREST: 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. Consultant shall disclose in writing to the County any conflict of interest affecting his services to the County as soon as he/she becomes aware of it. A conflict of interest is any situation in which the Consultant, his employees, or his subcontractors, are in a position to exploit their professional relationship with the County in any way for their personal or corporate benefit.

SECTION 19 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 20 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.

In performance of this Agreement, the Consultant shall keep books, records, and accounts of all activities related to this Agreement in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Consultant in conjunction with this Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County. The Consultant shall retain all documents, books and records for a period of five (5) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and Ch. 119, Florida Statutes. All records or documents created by or provided to the Consultant by the County in connection with this Agreement are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the County in a format compatible with the information technology systems of the County.

The Consultant shall ensure that public records which 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 and following termination of the Agreement if the Consultant does not transfer the records to the public agency. In lieu of retaining all public records upon termination of this Agreement, the Consultant may transfer, at no cost to the County, all public records in possession of the Consultant. If the Consultant transfers all public records to the County upon termination of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

FLORIDA PUBLIC RECORDS LAW: Pursuant to Section 119.0701, 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 records to the County or allow the records to be inspected or copied within twenty-four (24) hours (not including weekends and legal holidays) of the request so the County can comply with the requirements of Sections 119.07. The Consultant may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

If the Consultant fails to provide the requested public records to the County within a reasonable time, the Consultant may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. Sections 119.0701, 119.110. The Consultant's failure to comply with public records requests is considered a material breach of this Agreement and grounds for termination.

Should the County face any legal action to enforce inspection or production of the records within the Consultant's possession and control, The Consultant agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Consultant shall hire and compensate attorney(s) to represent the Consultant and County in defending such action. The Consultant shall pay all costs to defend such action and any costs and attorneys fess awarded pursuant to Section 119.12.

IF THE CONSULTANT 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, ROSE LYONS, 321-633-2091, rose.lyons@brevardfl.gov.

SECTION 21 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, gender, 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 22 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 23 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 the County employees.

SECTION 24 CLAIMS FOR SERVICES

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

SECTION 25 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 26 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 27 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 28 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 29 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 30 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 31 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 32 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 33 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 (e) Section 274(e) of the 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 34 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 for CATEGORY TWO for a period of 36 months from date of being placed on convicted vendor list.

SECTION 35 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:

Scott Ellis, Clerk

OCT 24 2017

Date:

BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA

for Curt Smith, Chairman

As approved by Board on

9-20-16

Reviewed for legal form and content:

Assistant County Attorney

SEAL

ATTEST:

Signature

Christophe Robert, Secretary

Name & Title Printed

CONSULTANT

Signature

10/13/2017

Date

C. Robert Reiss, President

Name & Title, Printed

Reiss Engineering, Inc.

Name of Company, Corp., etc.

1016 Spring Villas Pt

Mailing Address

Winter Springs, FL 32708

City, State, Zip

407-679-5358

(Area Code) Telephone Number

EXHIBIT A

BREVARD County
BOARD OF COUNTY COMMISSIONERS

POLICY

NUMBER:	**BCC-25**
AMENDS:	**December 15, 2015**
APPROVED:	**April 19, 2016**
ORIGINATOR:	**Purchasing Services**
REVIEW:	**April 19, 2019**

TITLE: PROCUREMENT

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.

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.

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."

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. **Florida Statutes:** Chapters 286.011, 286.0113, 218.70 et.seq., 218.80, Chapter 255 and Chapter 287, Procurement of Personal Property and Services.

K. **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.

L. **Grant** (for the purposes of this policy): An award of which includes assistance in the form of money, property, services, etc., by a source which includes the federal government, state government, other local governments, non-profit agencies, private businesses and citizens.

M. **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.

N. **Lease Purchase:** A lease contract with terms providing for the option to transfer title during or at the end of the lease term.

O. **Purchasing Card:** An accounts payable mechanism, which utilizes credit card infrastructure for the purchase of goods and/or services.

P. **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.

Q. **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.

R. **Purchasing Manual:** A document that describes rules, regulations, policies and procedures to be followed by the purchasing organization and the agencies/departments it serves.

S. **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.

T. **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. 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.

U. **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.

V. **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.

W **Service/Maintenance Agreements:** Contractual documents detailing specifications under which the vendor will provide maintenance/service to equipment in the possession of the County.

X. **Sole Source/Single Source/Proprietary Purchase:** Only known existing source, or only one viable 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.

III. DIRECTIVES

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.

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. T or via formal quote, as defined in Section II.J, solicited by Purchasing Services.

2. Up to $50,000: Assistant County Manager with recommendation for award from the user agency and Purchasing Manager or selection committee, as appropriate, via Formal Quote/Bid/Proposal.

3. 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.

4. $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.

5. 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 to award to the qualified bidder having the lowest, responsible and best bid for tangible items, capital improvement projects and/or equipment when funding is available and within the scope, goals and mission of the Board approved Annual Budget and Capital Improvements Plan. Because a qualified bidder with the lowest, responsible and best bid is generally entitled to an award of bid and an award of bid has been construed to constitute an enforceable agreement, this policy also constitutes authority for the Chair to sign the agreement(s) incorporated into the Request for Bid documents or Request for Proposal, provided that agreement has been reviewed and approved by the County Manager or his designee, and approved as to form and legal content by the County Attorney's Office.

6. The Board must approve the financial terms of all agreements that 1] arise out of the acceptance of a request for proposal or 2] that are negotiated in accordance with the Consultant's Competitive Negotiation Act set forth in section 287.055, Florida Statutes or any successor statute thereto.

7. For the purposes of section 125.17, Florida Statutes, this policy authorizes the Clerk to the Board to attest to any agreements executed by the Chair in accordance with the procedures set forth in subparagraphs 4 and 5 above.

8. 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. If less than two responsive bids, proposals, or replies for commodity or contractual services purchases are received, the Purchasing Manager and User Agency may negotiate on the best pricing, terms and conditions.

N. 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 risk.
10. The Purchase of or payment for utility services, including but not limited to water and sewer, electric, telephone, etc.

O. 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.

P. 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)

Q. 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.

R. 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

S. 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.

T. 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.

U. Grant Assistance

1. When the procurement involves the expenditure of state or federal assistance, grants or contract funds, the procurement shall be conducted in accordance with any applicable local, state or federal laws/regulation requirements specified in the funding/grant conditions as they pertain to the state or federal assistance grant or contract funds.

IV. RESERVATION OF AUTHORITY

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

ATTEST:

Scott Ellis, Clerk

Jim Barfield, Chairman
Brevard County, Florida
Board of County Commissioners
Approved by the Board, on April 19, 2016

TABLE OF CONTENTS
MASTER PROFESSIONAL SERVICES AGREEMENT

SECTION 1	SCOPE OF SERVICES	3
SECTION 2	TERM	4
SECTION 3	SERVICES AND COMPENSATION	4
SECTION 4	ADMINISTRATION OF SERVICES	5
SECTION 5	BILLING AND TIME OF PAYMENT.	5
SECTION 6	ADDITIONAL SERVICES	6
SECTION 7	AUTHORIZED REPRESENTATIVES	6
SECTION 8	COUNTY ASSISTANCE	7
SECTION 9	TITLE TO DELIVERABLES	7
SECTION 10	INDEMNIFICATION	7
SECTION 11	INSURANCE	8
SECTION 12	NOTICES	8
SECTION 13	FORCE MAJEURE	9
SECTION 14	TERMINATION	9
SECTION 15	APPLICABLE LAW	10
SECTION 16	WAIVER	11
SECTION 17	CONFLICT OF INTEREST: COUNTY	11
SECTION 18	CONFLICT OF INTEREST: CONSULTANT	11
SECTION 19	COVENANT AGAINST CONTINGENT FEES.	11
SECTION 20	RECORDS AND AUDITS	12
SECTION 21	EQUAL OPPORTUNITY EMPLOYMENT	13
SECTION 22	ASSIGNMENT	13
SECTION 23	INDEPENDENT CONTRACTOR	14
SECTION 24	CLAIMS FOR SERVICES	14
SECTION 25	ENTIRE AGREEMENT	14
SECTION 26	SEVERABILITY	14
SECTION 27	MODIFICATIONS OR AMENDMENTS IN WRITING	14
SECTION 28	PERMITS, FEES, and LICENSES	14
SECTION 29	TRUTH-IN-NEGOTIATION CERTIFICATE	15
SECTION 30	COMPLIANCE WITH LAWS	15
SECTION 31	ATTORNEY'S FEES	15

SECTION 32 VENUE 15
SECTION 33 UNAUTHORIZED ALIEN WORKERS 15
SECTION 34 PUBLIC ENTITY CRIMES 16
SECTION 35 EFFECTIVE DATE 16

AGREEMENT FOR ENGINEERING AND CONSULTING SERVICES

This AGREEMENT entered into on _____ (hereinafter "effective date") 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 **Atkins North America, Inc.**, hereinafter referred to as "**Consultant**".

W I T N E S S E T H:

WHEREAS, the County proposes to do work relating to the design, permitting and other engineering services associated with water supply and treatment, water operations and maintenance, water treatment facilities, water transmission and distribution pipe networks, wastewater treatment, wastewater collection systems, pipe networks, waste-water pumping systems, wastewater treatment facilities, wastewater operations and maintenance, reclaimed water transmission and distribution pipe networks, hydraulic system modeling and other water and wastewater related engineering projects as well as general utility management and supporting services; and,

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 the County that it has the competency and experience to perform such services in accordance with the terms and conditions as set forth herein; 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).

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 relating to the design, permitting and other engineering services associated with water supply and treatment, water operations and maintenance, water treatment facilities, water transmission and distribution pipe networks, wastewater treatment, wastewater collection systems, pipe networks, waste-water pumping systems, wastewater treatment

facilities, wastewater operations and maintenance, reclaimed water transmission and distribution pipe networks, hydraulic system modeling and other water and wastewater related engineering projects as well as general utility management and supporting services, 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 Capital Improvement Plan (CIP) as it currently exists.

SECTION 2 TERM

This Agreement shall be a "continuing contract," as defined under Section 287.055(2) (g), Florida Statutes, and BCC-26 Brevard County Policy and shall have a term of five (5) years from the effective date.

SECTION 3 SERVICES AND COMPENSATION

If Consultant's services are required, County will send Consultant a proposed Task Order or Purchase Order detailing the work to be done and the compensation to be paid. The Consultant may negotiate compensation and time for completion of the work with the County. Once the Task Order or Purchase Order has been signed by both parties, the County will issue the Consultant a Notice to Proceed. Consultant shall commence work within five (5) working days of receipt of 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.

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, 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.

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 fee provided in the applicable Task Order or Purchase Order shall be the only compensation to which Consultant is entitled. The fee shall include all of the Consultant's costs associated with the Task Order, office overhead, employee benefits, 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.

If the cost of equipment purchases is included in the compensation for a Task Order or Purchase Order, then that equipment is the property of the County and must be returned to the County upon completion of the Task Order or Purchase Order.

SECTION 4 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 5 BILLING AND TIME OF PAYMENT.

Consultant shall submit invoices for payment to the County either (a) on a monthly basis or (b) contemporaneously with services rendered pursuant to the timeline specified in each Task Order or Purchase Order. The County shall pay Consultant after the County's receipt and approval of a each 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 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". 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 6 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 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 7 AUTHORIZED REPRESENTATIVES

The parties agree that in order to facilitate the orderly and efficient implementation of 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 Utility 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 Consultants 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 the Utility Director and the Consultant's representative shall be specified by the consultant. 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 8 COUNTY ASSISTANCE

The County shall assist Consultant by making available to Consultant County personnel with knowledge of the operation of the County as it relates to the Task Order or Purchase Order. 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 9 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 Consultant 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 Consultant, 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 Consultant 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 10 INDEMNIFICATION

Consultant shall indemnify and hold harmless the County, and its offices 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 11 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:

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)
Per Claim $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. The County is to be named or endorsed as Additional Insured. 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 12 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	FOR CONSULTANT
James E. Helmer, Director Utility Services Department 2725 Judge Fran Jamieson Way Building A, Suite 213 Melbourne, FL 32940 321-633-2091 E-Mail: jim.helmer@brevardfl.gov	Atkins North America, Inc. Kimberley Machlus, PACP 7175 Murrell Road Viera, FL 32940 321-242-4942 E-Mail: kimberley.krutski@atkinsglobal.com

Either party shall have the right to change its address for notice purposes at anytime 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 13 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 14 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 15 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. Venue shall be deemed to be in Brevard County, Florida.

SECTION 16 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 17 CONFLICT OF INTEREST: COUNTY

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 18 CONFLICT OF INTEREST: 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. Consultant shall disclose in writing to the County any conflict of interest affecting his services to the County as soon as he/she becomes aware of it. A conflict of interest is any situation in which the Consultant, his employees, or his subcontractors, are in a position to exploit their professional relationship with the County in any way for their personal or corporate benefit.

SECTION 19 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 20 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.

In performance of this Agreement, the Consultant shall keep books, records, and accounts of all activities related to this Agreement in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Consultant in conjunction with this Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County. The Consultant shall retain all documents, books and records for a period of five (5) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and Ch. 119, Florida Statutes. All records or documents created by or provided to the Consultant by the County in connection with this Agreement are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the County in a format compatible with the information technology systems of the County.

The Consultant shall ensure that public records which 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 and following termination of the Agreement if the Consultant does not transfer the records to the public agency. In lieu of retaining all public records upon termination of this Agreement, the Consultant may transfer, at no cost to the County, all public records in possession of the Consultant. If the Consultant transfers all public records to the County upon termination of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

FLORIDA PUBLIC RECORDS LAW: Pursuant to Section 119.0701, 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 records to the County or allow the records to be inspected or copied within twenty-four (24) hours (not including weekends and legal holidays) of the request so the County can comply with the requirements of Sections 119.07. The Consultant may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

If the Consultant fails to provide the requested public records to the County within a reasonable time, the Consultant may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. Sections 119.0701, 119.110. The Consultant's failure to comply with public records requests is considered a material breach of this Agreement and grounds for termination.

Should the County face any legal action to enforce inspection or production of the records within the Consultant's possession and control, The Consultant agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Consultant shall hire and compensate attorney(s) to represent the Consultant and County in defending such action. The Consultant shall pay all costs to defend such action and any costs and attorneys fess awarded pursuant to Section 119.12.

IF THE CONSULTANT 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, ROSE LYONS, 321-633-2091, rose.lyons@brevardfl.gov.

SECTION 21 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, gender, 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 22 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 23 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 the County employees.

SECTION 24 CLAIMS FOR SERVICES

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

SECTION 25 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 26 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 27 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 28 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 29 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 30 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 31 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 32 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 33 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 (e) Section 274(e) of the 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 34 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 for CATEGORY TWO for a period of 36 months from date of being placed on convicted vendor list.

SECTION 35 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:

Scott Ellis, Clerk

Date: OCT 24 2017

BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA

for Curt Smith, Chairman

As approved by Board on

9-20-16

Reviewed for legal form and content:

Assistant County Attorney

SEAL

ATKINS NORTH AMERICA, INC. CORPORATE SEAL 1960 FLORIDA

ATTEST:

Signature

Rene de los Rios, Assistant Secretary

Name & Title Printed

CONSULTANT

Signature

10/23/17

Date

MATTHEW TAYLOR, VICE PRESIDENT

Name & Title, Printed

ATKINS

Name of Company, Corp., etc.

7175 MURRELL RD

Mailing Address

VIERA FL 32940

City, State, Zip

321.242.4942

(Area Code) Telephone Number

EXHIBIT A

BREVARD County
BOARD OF COUNTY COMMISSIONERS

POLICY

NUMBER:	**BCC-25**
AMENDS:	**December 15, 2015**
APPROVED:	**April 19, 2016**
ORIGINATOR:	**Purchasing Services**
REVIEW:	**April 19, 2019**

TITLE: PROCUREMENT

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.

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.

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."

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. **Florida Statutes:** Chapters 286.011, 286.0113, 218.70 et.seq., 218.80, Chapter 255 and Chapter 287, Procurement of Personal Property and Services.

K. **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.

L. **Grant** (for the purposes of this policy): An award of which includes assistance in the form of money, property, services, etc., by a source which includes the federal government, state government, other local governments, non-profit agencies, private businesses and citizens.

M. **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.

N. **Lease Purchase:** A lease contract with terms providing for the option to transfer title during or at the end of the lease term.

O. **Purchasing Card:** An accounts payable mechanism, which utilizes credit card infrastructure for the purchase of goods and/or services.

P. **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.

Q. **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.

R. **Purchasing Manual:** A document that describes rules, regulations, policies and procedures to be followed by the purchasing organization and the agencies/departments it serves.

S. **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.

T. **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. 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.

U. **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.

V. **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.

W **Service/Maintenance Agreements:** Contractual documents detailing specifications under which the vendor will provide maintenance/service to equipment in the possession of the County.

X. **Sole Source/Single Source/Proprietary Purchase:** Only known existing source, or only one viable 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.

III. DIRECTIVES

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.

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. T or via formal quote, as defined in Section II.J, solicited by Purchasing Services.

2. Up to $50,000: Assistant County Manager with recommendation for award from the user agency and Purchasing Manager or selection committee, as appropriate, via Formal Quote/Bid/Proposal.

3. 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.

4. $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.

5. 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 to award to the qualified bidder having the lowest, responsible and best bid for tangible items, capital improvement projects and/or equipment when funding is available and within the scope, goals and mission of the Board approved Annual Budget and Capital Improvements Plan. Because a qualified bidder with the lowest, responsible and best bid is generally entitled to an award of bid and an award of bid has been construed to constitute an enforceable agreement, this policy also constitutes authority for the Chair to sign the agreement(s) incorporated into the Request for Bid documents or Request for Proposal, provided that agreement has been reviewed and approved by the County Manager or his designee, and approved as to form and legal content by the County Attorney's Office.

6. The Board must approve the financial terms of all agreements that 1] arise out of the acceptance of a request for proposal or 2] that are negotiated in accordance with the Consultant's Competitive Negotiation Act set forth in section 287.055, Florida Statutes or any successor statute thereto.

7. For the purposes of section 125.17, Florida Statutes, this policy authorizes the Clerk to the Board to attest to any agreements executed by the Chair in accordance with the procedures set forth in subparagraphs 4 and 5 above.

8. 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. If less than two responsive bids, proposals, or replies for commodity or contractual services purchases are received, the Purchasing Manager and User Agency may negotiate on the best pricing, terms and conditions.

N. 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 risk.
10. The Purchase of or payment for utility services, including but not limited to water and sewer, electric, telephone, etc.

O. 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.

P. 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)

Q. 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.

R. 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

S. 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.

T. 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.

U. Grant Assistance

1. When the procurement involves the expenditure of state or federal assistance, grants or contract funds, the procurement shall be conducted in accordance with any applicable local, state or federal laws/regulation requirements specified in the funding/grant conditions as they pertain to the state or federal assistance grant or contract funds.

IV. RESERVATION OF AUTHORITY

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

ATTEST:

Scott Ellis, Clerk

Jim Barfield, Chairman
Brevard County, Florida
Board of County Commissioners
Approved by the Board, on April 19, 2016

MEADHU1 OP ID: JT1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/12/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Hausmann-Johnson Insurance Inc
700 Regent St., PO Box 259408
Madison, WI 53725-9408
Phil Hausmann

CONTACT NAME: Phil Hausmann, CIC
PHONE (A/C, No, Ext): 608-257-3795 FAX (A/C, No): 608-257-4324
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Casualty & Surety	19038
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Mead & Hunt, Inc.
M&H Architecture, Inc.
Mead & Hunt Companies, Inc.
Mead & Hunt International, Inc
2440 Deming Way
Middleton, WI 53562-1562

COVERAGES **CERTIFICATE NUMBER: 2017** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			P6305C656013TIL16	12/01/2016	12/01/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			P8106C161444COF16	12/01/2016	12/01/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ 1,000 DEDUC
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			PSMCUP6C16147ATIL16	12/01/2016	12/01/2017	EACH OCCURRENCE AGGREGATE	$ 9,000,000 $ 9,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		5C679708-WI 5C679733 - OTHER STATES	12/01/2016 12/01/2016	12/01/2017 12/01/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Master Services Agreement. When specified in written contract, Brevard County is listed as Additional Insured with respect to Commercial General Liability.

CERTIFICATE HOLDER

BREVCOU

Brevard County, Utility Services Deptartment
Building A Rm 213
2725 Judge Fran Jamieson Way
Melbourne, FL 32940

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/12/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-800-527-9049 Holmes Murphy & Assoc - WI 10 E. Doty Street, Suite 800 Madison, WI 53703	CONTACT NAME: Linda Bomarito PHONE (A/C, No, Ext): 309-282-3903 FAX (A/C, No): 866-501-3945 E-MAIL ADDRESS: lbomarito@holmesmurphy.com
INSURED Mead & Hunt, Inc. M & H Architecture, Inc. 2440 Deming Way Middleton, WI 53562	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : XL SPECIALTY INS CO — 37885 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 51123994 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory In NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			DPR9907497	10/25/16	10/25/17	Each Claim	1,000,000
	(Claims Made)						Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Pollution Liability Included

RE: Master Services Agreement

CERTIFICATE HOLDER

Brevard County
Utility Services Department

Building A Rm 213
2725 Judge Fran Jamieson Way
Viera, FL 32940

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

   Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

   a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

   The insurance provided to such additional insured is limited as follows:

   c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section **III** – Limits Of Insurance.

   d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.

   e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   Duties Of An Additional Insured

   As a condition of coverage provided to the additional insured:

   a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

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i. How, when and where the "occurrence" or offense took place;

ii. The names and addresses of any injured persons and witnesses; and

iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:

i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After the signing and execution of the contract or agreement by you;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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TABLE OF CONTENTS
MASTER PROFESSIONAL SERVICES AGREEMENT

SECTION 1	SCOPE OF SERVICES	3
SECTION 2	TERM	4
SECTION 3	SERVICES AND COMPENSATION	4
SECTION 4	ADMINISTRATION OF SERVICES	5
SECTION 5	BILLING AND TIME OF PAYMENT.	5
SECTION 6	ADDITIONAL SERVICES	6
SECTION 7	AUTHORIZED REPRESENTATIVES	6
SECTION 8	COUNTY ASSISTANCE	7
SECTION 9	TITLE TO DELIVERABLES	7
SECTION 10	INDEMNIFICATION	7
SECTION 11	INSURANCE	8
SECTION 12	NOTICES	8
SECTION 13	FORCE MAJEURE	9
SECTION 14	TERMINATION	10
SECTION 15	APPLICABLE LAW	11
SECTION 16	WAIVER	11
SECTION 17	CONFLICT OF INTEREST: COUNTY	11
SECTION 18	CONFLICT OF INTEREST: CONSULTANT	11
SECTION 19	COVENANT AGAINST CONTINGENT FEES.	11
SECTION 20	RECORDS AND AUDITS	12
SECTION 21	EQUAL OPPORTUNITY EMPLOYMENT	13
SECTION 22	ASSIGNMENT	14
SECTION 23	INDEPENDENT CONTRACTOR	14
SECTION 24	CLAIMS FOR SERVICES	14
SECTION 25	ENTIRE AGREEMENT	14
SECTION 26	SEVERABILITY	14
SECTION 27	MODIFICATIONS OR AMENDMENTS IN WRITING	15
SECTION 28	PERMITS, FEES, and LICENSES	15
SECTION 29	TRUTH-IN-NEGOTIATION CERTIFICATE	15
SECTION 30	COMPLIANCE WITH LAWS	15
SECTION 31	ATTORNEY'S FEES	15

SECTION 32 VENUE 15
SECTION 33 UNAUTHORIZED ALIEN WORKERS 16
SECTION 34 PUBLIC ENTITY CRIMES 16
SECTION 35 EFFECTIVE DATE 16

AGREEMENT FOR ENGINEERING AND CONSULTING SERVICES

This AGREEMENT entered into on _____ (hereinafter "effective date") 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 **Mead & Hunt, Inc.**, hereinafter referred to as "**Consultant**".

W I T N E S S E T H:

WHEREAS, the County proposes to do work relating to the design, permitting and other engineering services associated with water supply and treatment, water operations and maintenance, water treatment facilities, water transmission and distribution pipe networks, wastewater treatment, wastewater collection systems, pipe networks, waste-water pumping systems, wastewater treatment facilities, wastewater operations and maintenance, reclaimed water transmission and distribution pipe networks, hydraulic system modeling and other water and wastewater related engineering projects as well as general utility management and supporting services; and,

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 the County that it has the competency and experience to perform such services in accordance with the terms and conditions as set forth herein; 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).

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 relating to the design, permitting and other engineering services associated with water supply and treatment, water operations and maintenance, water treatment facilities, water transmission and distribution pipe networks, wastewater treatment, wastewater collection systems, pipe networks, waste-water pumping systems, wastewater treatment

facilities, wastewater operations and maintenance, reclaimed water transmission and distribution pipe networks, hydraulic system modeling and other water and wastewater related engineering projects as well as general utility management and supporting services, 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 Capital Improvement Plan (CIP) as it currently exists.

SECTION 2 TERM

This Agreement shall be a "continuing contract," as defined under Section 287.055(2) (g), Florida Statutes, and BCC-26 Brevard County Policy and shall have a term of five (5) years from the effective date.

SECTION 3 SERVICES AND COMPENSATION

If Consultant's services are required, County will send Consultant a proposed Task Order or Purchase Order detailing the work to be done and the compensation to be paid. The Consultant may negotiate compensation and time for completion of the work with the County. Once the Task Order or Purchase Order has been signed by both parties, the County will issue the Consultant a Notice to Proceed. Consultant shall commence work within five (5) working days of receipt of 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.

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, 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.

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 fee provided in the applicable Task Order or Purchase Order shall be the only compensation to which Consultant is entitled. The fee shall include all of the Consultant's costs associated with the Task Order, office overhead, employee benefits, 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.

If the cost of equipment purchases is included in the compensation for a Task Order or Purchase Order, then that equipment is the property of the County and must be returned to the County upon completion of the Task Order or Purchase Order.

SECTION 4 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 5 BILLING AND TIME OF PAYMENT.

Consultant shall submit invoices for payment to the County either (a) on a monthly basis or (b) contemporaneously with services rendered pursuant to the timeline specified in each Task Order or Purchase Order. The County shall pay Consultant after the County's receipt and approval of a each 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 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". 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 6 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 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 7 AUTHORIZED REPRESENTATIVES

The parties agree that in order to facilitate the orderly and efficient implementation of 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 Utility 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 Consultants 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 the Utility Director and the Consultant's representative shall be specified by the consultant. 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 8 COUNTY ASSISTANCE

The County shall assist Consultant by making available to Consultant County personnel with knowledge of the operation of the County as it relates to the Task Order or Purchase Order. 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 9 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 Consultant 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 Consultant, 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 Consultant 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 10 INDEMNIFICATION

Consultant shall indemnify and hold harmless the County, and its offices 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 11 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:

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)
Per Claim $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. The County is to be named or endorsed as Additional Insured. 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 12 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	FOR CONSULTANT
James E. Helmer, Director Utility Services Department 2725 Judge Fran Jamieson Way Building A, Suite 213 Melbourne, FL 32940 321-633-2091 E-Mail: jim.helmer@brevardfl.gov	Mead & Hunt, Inc. David A. King, PE 4401 Eastport Parkway Port Orange, FL 32127 386-761-6810 E-Mail: david.king@meadhunt.com

Either party shall have the right to change its address for notice purposes at anytime 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 13 **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 14 **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 15 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. Venue shall be deemed to be in Brevard County, Florida.

SECTION 16 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 17 CONFLICT OF INTEREST: COUNTY

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 18 CONFLICT OF INTEREST: 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. Consultant shall disclose in writing to the County any conflict of interest affecting his services to the County as soon as he/she becomes aware of it. A conflict of interest is any situation in which the Consultant, his employees, or his subcontractors, are in a position to exploit their professional relationship with the County in any way for their personal or corporate benefit.

SECTION 19 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 20 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.

In performance of this Agreement, the Consultant shall keep books, records, and accounts of all activities related to this Agreement in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Consultant in conjunction with this Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County. The Consultant shall retain all documents, books and records for a period of five (5) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and Ch. 119, Florida Statutes. All records or documents created by or provided to the Consultant by the County in connection with this Agreement are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the County in a format compatible with the information technology systems of the County.

The Consultant shall ensure that public records which 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 and following termination of the Agreement if the Consultant does not transfer the records to the public agency. In lieu of retaining all public records upon termination of this Agreement, the Consultant may transfer, at no cost to the County, all public records in possession of the Consultant. If the Consultant transfers all public records to the County upon termination of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

FLORIDA PUBLIC RECORDS LAW: Pursuant to Section 119.0701, 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 records to the County or allow the records to be inspected or copied within twenty-four (24) hours (not including weekends and legal holidays) of the request so the County can comply with the requirements of Sections 119.07. The Consultant may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

If the Consultant fails to provide the requested public records to the County within a reasonable time, the Consultant may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. Sections 119.0701, 119.110. The Consultant's failure to comply with public records requests is considered a material breach of this Agreement and grounds for termination.

Should the County face any legal action to enforce inspection or production of the records within the Consultant's possession and control, The Consultant agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Consultant shall hire and compensate attorney(s) to represent the Consultant and County in defending such action. The Consultant shall pay all costs to defend such action and any costs and attorneys fess awarded pursuant to Section 119.12.

IF THE CONSULTANT 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, ROSE LYONS, 321-633-2091, rose.lyons@brevardfl.gov.

SECTION 21 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, gender, 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 22 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 23 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 the County employees.

SECTION 24 CLAIMS FOR SERVICES

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

SECTION 25 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 26 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 27 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 28 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 29 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 30 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 31 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 32 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 33 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 (e) Section 274(e) of the 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 34 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 for CATEGORY TWO for a period of 36 months from date of being placed on convicted vendor list.

SECTION 35 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:

Scott Ellis, Clerk

Date: OCT 24 2017

BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA

Curt Smith, Chairman

As approved by Board on 9-20-16

Reviewed for legal form and content:

Assistant County Attorney

SEAL

ATTEST:

Signature

Erika Lustik, Administrative Assistant
Name & Title Printed

CONSULTANT

Signature

October 12, 2017
Date

David King, P.E., Vice President/Business Unit Leader
Name & Title, Printed

Mead & Hunt, Inc.
Name of Company, Corp., etc.

4401 Eastport Parkway
Mailing Address

Port Orange, FL 32127
City, State, Zip

(386) 761-6810
(Area Code) Telephone Number

EXHIBIT A

BREVARD County
BOARD OF COUNTY COMMISSIONERS

POLICY

NUMBER:	**BCC-25**
AMENDS:	**December 15, 2015**
APPROVED:	**April 19, 2016**
ORIGINATOR:	**Purchasing Services**
REVIEW:	**April 19, 2019**

TITLE: PROCUREMENT

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.

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.

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."

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. **Florida Statutes:** Chapters 286.011, 286.0113, 218.70 et.seq., 218.80, Chapter 255 and Chapter 287, Procurement of Personal Property and Services.

K. **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.

L. **Grant** (for the purposes of this policy): An award of which includes assistance in the form of money, property, services, etc., by a source which includes the federal government, state government, other local governments, non-profit agencies, private businesses and citizens.

M. **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.

N. **Lease Purchase:** A lease contract with terms providing for the option to transfer title during or at the end of the lease term.

O. **Purchasing Card:** An accounts payable mechanism, which utilizes credit card infrastructure for the purchase of goods and/or services.

P. **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.

Q. **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.

R. **Purchasing Manual:** A document that describes rules, regulations, policies and procedures to be followed by the purchasing organization and the agencies/departments it serves.

S. **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.

T. **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. 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.

U. **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.

V. **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.

W **Service/Maintenance Agreements:** Contractual documents detailing specifications under which the vendor will provide maintenance/service to equipment in the possession of the County.

X. **Sole Source/Single Source/Proprietary Purchase:** Only known existing source, or only one viable 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.

III. DIRECTIVES

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.

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. T or via formal quote, as defined in Section II.J, solicited by Purchasing Services.

2. Up to $50,000: Assistant County Manager with recommendation for award from the user agency and Purchasing Manager or selection committee, as appropriate, via Formal Quote/Bid/Proposal.

3. 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.

4. $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.

5. 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 to award to the qualified bidder having the lowest, responsible and best bid for tangible items, capital improvement projects and/or equipment when funding is available and within the scope, goals and mission of the Board approved Annual Budget and Capital Improvements Plan. Because a qualified bidder with the lowest, responsible and best bid is generally entitled to an award of bid and an award of bid has been construed to constitute an enforceable agreement, this policy also constitutes authority for the Chair to sign the agreement(s) incorporated into the Request for Bid documents or Request for Proposal, provided that agreement has been reviewed and approved by the County Manager or his designee, and approved as to form and legal content by the County Attorney's Office.

6. The Board must approve the financial terms of all agreements that 1] arise out of the acceptance of a request for proposal or 2] that are negotiated in accordance with the Consultant's Competitive Negotiation Act set forth in section 287.055, Florida Statutes or any successor statute thereto.

7. For the purposes of section 125.17, Florida Statutes, this policy authorizes the Clerk to the Board to attest to any agreements executed by the Chair in accordance with the procedures set forth in subparagraphs 4 and 5 above.

8. 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. If less than two responsive bids, proposals, or replies for commodity or contractual services purchases are received, the Purchasing Manager and User Agency may negotiate on the best pricing, terms and conditions.

N. 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 risk.
10. The Purchase of or payment for utility services, including but not limited to water and sewer, electric, telephone, etc.

O. 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.

P. 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)

Q. 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.

R. 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

S. 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.

T. 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.

U. Grant Assistance

1. When the procurement involves the expenditure of state or federal assistance, grants or contract funds, the procurement shall be conducted in accordance with any applicable local, state or federal laws/regulation requirements specified in the funding/grant conditions as they pertain to the state or federal assistance grant or contract funds.

IV. RESERVATION OF AUTHORITY

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

ATTEST:

Scott Ellis, Clerk

Jim Barfield, Chairman
Brevard County, Florida
Board of County Commissioners
Approved by the Board, on April 19, 2016

Client#: 216019 20MCKIMCRE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/11/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BB&T Insurance Services, Inc. Post Office Box 13941 Durham, NC 27709 919 281-4500	CONTACT NAME: Debbie Church PHONE (A/C, No, Ext): 910-772-3720 FAX (A/C, No): 888-746-8761 E-MAIL ADDRESS: dschurch@bbandt.com
INSURED McKim and Creed Inc 1730 Varsity Dr Ste 500 Raleigh, NC 27606-2689	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Charter Oak Fire Insurance Comp — 25615 INSURER B: Travelers Property Casualty Co — 25674 INSURER C: Travelers Indemnity Co of Amer — 25666 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	X	X	6302G091871COF17	09/05/2017	09/05/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $10,000 $1,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	X	X	8102G113498TIL17	09/05/2017	09/05/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $10,000	X	X	CUP5J8991491714	09/05/2017	09/05/2018	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB004J717613	09/05/2017	09/05/2018	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proposal #170831 Continuing Consultant Master Agreement - Brevard County Utility Services 2017
Brevard County is an additional insured, as required by written contract.
Thirty (30) days notice of cancellation or material limitation, except for ten (10) days notice of cancellation for non payment of premium, to Certificate Holder.

CERTIFICATE HOLDER

Brevard County
2725 Judge Fran Jamieson Way,
Building A, Room 213
Melbourne, FL 32940

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R V Stone Jr

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DSCH

Client#: 292011 80MCKIMCRE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/11/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME:	
BB&T Insurance Services, Inc 3318 West Friendly Ave., Ste. 400 Greensboro, NC 27410	PHONE (A/C, No, Ext): 804-678-5025	FAX (A/C, No): 8888318409
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : XL Specialty Insurance Company	37885
INSURED McKim & Creed Inc. 1730 Varsity Drive #500 Raleigh, NC 27606	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			DPR9917311	09/05/2017	09/05/2018	$5,000,000 Per Claim $7,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Proposal #170831 - Continuing Consultant Master Agreement-Brevard County Utility Services 2017.
In the event the Company cancels this policy for any reason other than non-payment of premium, thirty (30) days notice of cancellation will be provided when agreed in written contract or agreement.

CERTIFICATE HOLDER

Brevard County
Board of County Commissioners
Utility Svcs Dept
2725 Judge Fran Jamieson Way;Bldg A, Room 213
Viera, FL 32940

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

KBlank

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JBB

TABLE OF CONTENTS
MASTER PROFESSIONAL SERVICES AGREEMENT

SECTION 1	SCOPE OF SERVICES	3
SECTION 2	TERM	4
SECTION 3	SERVICES AND COMPENSATION	4
SECTION 4	ADMINISTRATION OF SERVICES	5
SECTION 5	BILLING AND TIME OF PAYMENT.	5
SECTION 6	ADDITIONAL SERVICES	6
SECTION 7	AUTHORIZED REPRESENTATIVES	6
SECTION 8	COUNTY ASSISTANCE	7
SECTION 9	TITLE TO DELIVERABLES	7
SECTION 10	INDEMNIFICATION	7
SECTION 11	INSURANCE	8
SECTION 12	NOTICES	8
SECTION 13	FORCE MAJEURE	9
SECTION 14	TERMINATION	10
SECTION 15	APPLICABLE LAW	10
SECTION 16	WAIVER	11
SECTION 17	CONFLICT OF INTEREST: COUNTY	11
SECTION 18	CONFLICT OF INTEREST: CONSULTANT	11
SECTION 19	COVENANT AGAINST CONTINGENT FEES.	11
SECTION 20	RECORDS AND AUDITS	12
SECTION 21	EQUAL OPPORTUNITY EMPLOYMENT	13
SECTION 22	ASSIGNMENT	13
SECTION 23	INDEPENDENT CONTRACTOR	14
SECTION 24	CLAIMS FOR SERVICES	14
SECTION 25	ENTIRE AGREEMENT	14
SECTION 26	SEVERABILITY	14
SECTION 27	MODIFICATIONS OR AMENDMENTS IN WRITING	14
SECTION 28	PERMITS, FEES, and LICENSES	15
SECTION 29	TRUTH-IN-NEGOTIATION CERTIFICATE	15
SECTION 30	COMPLIANCE WITH LAWS	15
SECTION 31	ATTORNEY'S FEES	15

SECTION 32 VENUE 15
SECTION 33 UNAUTHORIZED ALIEN WORKERS 16
SECTION 34 PUBLIC ENTITY CRIMES 16
SECTION 35 EFFECTIVE DATE 16

AGREEMENT FOR ENGINEERING AND CONSULTING SERVICES

This AGREEMENT entered into on _____ (hereinafter "effective date") 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 **McKim & Creed, Inc.**, hereinafter referred to as "**Consultant**".

WITNESSETH:

WHEREAS, the County proposes to do work relating to the design, permitting and other engineering services associated with water supply and treatment, water operations and maintenance, water treatment facilities, water transmission and distribution pipe networks, wastewater treatment, wastewater collection systems, pipe networks, waste-water pumping systems, wastewater treatment facilities, wastewater operations and maintenance, reclaimed water transmission and distribution pipe networks, hydraulic system modeling and other water and wastewater related engineering projects as well as general utility management and supporting services; and,

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 the County that it has the competency and experience to perform such services in accordance with the terms and conditions as set forth herein; 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).

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 relating to the design, permitting and other engineering services associated with water supply and treatment, water operations and maintenance, water treatment facilities, water transmission and distribution pipe networks, wastewater treatment, wastewater collection systems, pipe networks, waste-water pumping systems, wastewater treatment

facilities, wastewater operations and maintenance, reclaimed water transmission and distribution pipe networks, hydraulic system modeling and other water and wastewater related engineering projects as well as general utility management and supporting services, 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 Capital Improvement Plan (CIP) as it currently exists.

SECTION 2 TERM

This Agreement shall be a "continuing contract," as defined under Section 287.055(2) (g), Florida Statutes, and BCC-26 Brevard County Policy and shall have a term of five (5) years from the effective date.

SECTION 3 SERVICES AND COMPENSATION

If Consultant's services are required, County will send Consultant a proposed Task Order or Purchase Order detailing the work to be done and the compensation to be paid. The Consultant may negotiate compensation and time for completion of the work with the County. Once the Task Order or Purchase Order has been signed by both parties, the County will issue the Consultant a Notice to Proceed. Consultant shall commence work within five (5) working days of receipt of 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.

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, 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.

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 fee provided in the applicable Task Order or Purchase Order shall be the only compensation to which Consultant is entitled. The fee shall include all of the Consultant's costs associated with the Task Order, office overhead, employee benefits, 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.

If the cost of equipment purchases is included in the compensation for a Task Order or Purchase Order, then that equipment is the property of the County and must be returned to the County upon completion of the Task Order or Purchase Order.

SECTION 4 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 5 BILLING AND TIME OF PAYMENT.

Consultant shall submit invoices for payment to the County either (a) on a monthly basis or (b) contemporaneously with services rendered pursuant to the timeline specified in each Task Order or Purchase Order. The County shall pay Consultant after the County's receipt and approval of a each 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 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". 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 6 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 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 7 AUTHORIZED REPRESENTATIVES

The parties agree that in order to facilitate the orderly and efficient implementation of 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 Utility 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 Consultants 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 the Utility Director and the Consultant's representative shall be specified by the consultant. 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 8 COUNTY ASSISTANCE

The County shall assist Consultant by making available to Consultant County personnel with knowledge of the operation of the County as it relates to the Task Order or Purchase Order. 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 9 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 Consultant 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 Consultant, 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 Consultant 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 10 INDEMNIFICATION

Consultant shall indemnify and hold harmless the County, and its offices 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 11 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:

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)
Per Claim $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. The County is to be named or endorsed as Additional Insured. 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 12 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	FOR CONSULTANT
James E. Helmer, Director Utility Services Department 2725 Judge Fran Jamieson Way Building A, Suite 213 Melbourne, FL 32940 321-633-2091 E-Mail: jim.helmer@brevardfl.gov	McKim & Creed, Inc. Curtis Burkett, PE 139 Executive Cir., Ste 201 Daytona Beach, FL 32114 386-274-2828 E-Mail: cburkett@mckimcreed.com

Either party shall have the right to change its address for notice purposes at anytime 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 13 **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 14 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 15 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. Venue shall be deemed to be in Brevard County, Florida.

SECTION 16 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 17 CONFLICT OF INTEREST: COUNTY

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 18 CONFLICT OF INTEREST: 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. Consultant shall disclose in writing to the County any conflict of interest affecting his services to the County as soon as he/she becomes aware of it. A conflict of interest is any situation in which the Consultant, his employees, or his subcontractors, are in a position to exploit their professional relationship with the County in any way for their personal or corporate benefit.

SECTION 19 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 20 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.

In performance of this Agreement, the Consultant shall keep books, records, and accounts of all activities related to this Agreement in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Consultant in conjunction with this Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County. The Consultant shall retain all documents, books and records for a period of five (5) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and Ch. 119, Florida Statutes. All records or documents created by or provided to the Consultant by the County in connection with this Agreement are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the County in a format compatible with the information technology systems of the County.

The Consultant shall ensure that public records which 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 and following termination of the Agreement if the Consultant does not transfer the records to the public agency. In lieu of retaining all public records upon termination of this Agreement, the Consultant may transfer, at no cost to the County, all public records in possession of the Consultant. If the Consultant transfers all public records to the County upon termination of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

FLORIDA PUBLIC RECORDS LAW: Pursuant to Section 119.0701, 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 records to the County or allow the records to be inspected or copied within twenty-four (24) hours (not

including weekends and legal holidays) of the request so the County can comply with the requirements of Sections 119.07. The Consultant may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

If the Consultant fails to provide the requested public records to the County within a reasonable time, the Consultant may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. Sections 119.0701, 119.110. The Consultant's failure to comply with public records requests is considered a material breach of this Agreement and grounds for termination.

Should the County face any legal action to enforce inspection or production of the records within the Consultant's possession and control, The Consultant agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Consultant shall hire and compensate attorney(s) to represent the Consultant and County in defending such action. The Consultant shall pay all costs to defend such action and any costs and attorneys fess awarded pursuant to Section 119.12.

IF THE CONSULTANT 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, ROSE LYONS, 321-633-2091, rose.lyons@brevardfl.gov.

SECTION 21 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, gender, 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 22 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 23 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 the County employees.

SECTION 24 CLAIMS FOR SERVICES

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

SECTION 25 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 26 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 27 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 28 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 29 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 30 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 31 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 32 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 33 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 (e) Section 274(e) of the 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 34 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 for CATEGORY TWO for a period of 36 months from date of being placed on convicted vendor list.

SECTION 35 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:

Scott Ellis, Clerk

Date: OCT 24 2017

BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA

Curt Smith, Chairman

As approved by Board on 9-20-16

Reviewed for legal form and content:

Assistant County Attorney

SEAL

ATTEST:

Doreen M Padgett

Signature

DOREEN M PADGETT
ASST. CORPORATE SECRETARY

Name & Title Printed

CONSULTANT

Signature

10/12/17

Date

Curtis Burkett - Asst. V.P. of Eng.

Name & Title, Printed

Makim & Creed

Name of Company, Corp., etc.

139 Executive Cir., Ste 201

Mailing Address

Daytona Bch, FL. 32114

City, State, Zip

386/274-2828

(Area Code) Telephone Number

EXHIBIT A

BREVARD County
BOARD OF COUNTY COMMISSIONERS

POLICY

NUMBER:	**BCC-25**
AMENDS:	**December 15, 2015**
APPROVED:	**April 19, 2016**
ORIGINATOR:	**Purchasing Services**
REVIEW:	**April 19, 2019**

TITLE: PROCUREMENT

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.

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.

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."

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. **Florida Statutes:** Chapters 286.011, 286.0113, 218.70 et.seq., 218.80, Chapter 255 and Chapter 287, Procurement of Personal Property and Services.

K. **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.

L. **Grant** (for the purposes of this policy): An award of which includes assistance in the form of money, property, services, etc., by a source which includes the federal government, state government, other local governments, non-profit agencies, private businesses and citizens.

M. **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.

N. **Lease Purchase:** A lease contract with terms providing for the option to transfer title during or at the end of the lease term.

O. **Purchasing Card:** An accounts payable mechanism, which utilizes credit card infrastructure for the purchase of goods and/or services.

P. **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.

Q. **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.

R. **Purchasing Manual:** A document that describes rules, regulations, policies and procedures to be followed by the purchasing organization and the agencies/departments it serves.

S. **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.

T. **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. 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.

U. **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.

V. **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.

W **Service/Maintenance Agreements:** Contractual documents detailing specifications under which the vendor will provide maintenance/service to equipment in the possession of the County.

X. **Sole Source/Single Source/Proprietary Purchase:** Only known existing source, or only one viable 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.

III. DIRECTIVES

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.

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. T or via formal quote, as defined in Section II.J, solicited by Purchasing Services.

2. Up to $50,000: Assistant County Manager with recommendation for award from the user agency and Purchasing Manager or selection committee, as appropriate, via Formal Quote/Bid/Proposal.

3. 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.

4. $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.

5. 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 to award to the qualified bidder having the lowest, responsible and best bid for tangible items, capital improvement projects and/or equipment when funding is available and within the scope, goals and mission of the Board approved Annual Budget and Capital Improvements Plan. Because a qualified bidder with the lowest, responsible and best bid is generally entitled to an award of bid and an award of bid has been construed to constitute an enforceable agreement, this policy also constitutes authority for the Chair to sign the agreement(s) incorporated into the Request for Bid documents or Request for Proposal, provided that agreement has been reviewed and approved by the County Manager or his designee, and approved as to form and legal content by the County Attorney's Office.

6. The Board must approve the financial terms of all agreements that 1] arise out of the acceptance of a request for proposal or 2] that are negotiated in accordance with the Consultant's Competitive Negotiation Act set forth in section 287.055, Florida Statutes or any successor statute thereto.

7. For the purposes of section 125.17, Florida Statutes, this policy authorizes the Clerk to the Board to attest to any agreements executed by the Chair in accordance with the procedures set forth in subparagraphs 4 and 5 above.

8. 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. If less than two responsive bids, proposals, or replies for commodity or contractual services purchases are received, the Purchasing Manager and User Agency may negotiate on the best pricing, terms and conditions.

N. 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 risk.
10. The Purchase of or payment for utility services, including but not limited to water and sewer, electric, telephone, etc.

O. 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.

P. 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)

Q. 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.

R. 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

S. 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.

T. 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.

U. Grant Assistance

1. When the procurement involves the expenditure of state or federal assistance, grants or contract funds, the procurement shall be conducted in accordance with any applicable local, state or federal laws/regulation requirements specified in the funding/grant conditions as they pertain to the state or federal assistance grant or contract funds.

IV. RESERVATION OF AUTHORITY

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

ATTEST:

Scott Ellis, Clerk

Jim Barfield, Chairman
Brevard County, Florida
Board of County Commissioners
Approved by the Board, on April 19, 2016

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/11/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Collinsworth Ins & Risk Mgmt Services In P.O. Box 661628 Miami Springs FL 33266	CONTACT NAME: Erinn E Collinsworth PHONE (A/C, No, Ext): (786) 930-4795 FAX (A/C, No): (786) 930-4794 E-MAIL ADDRESS: erinn@collinsworthinsurance.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
INSURED (772) 567-5300 Masteller & Moler, Inc. 1655 27th Street Vero Beach FL 32960	INSURER A: Travelers Cas & Surety Co of A — 31194 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** Cert ID 1810 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR	Y					DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory In NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			105637080	06/30/2017	06/30/2019	Each Claim	$ 1,000,000
				Claims-Made Basis			Policy Aggregate	$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Ref - Brevard County
When required by written agreement, Certificate Holder and Brevard County are named as additional insureds, excluding professional services, on the General Liability.

CERTIFICATE HOLDER

Board of County Commissioners Brevard County
Utility Services Dept.
2725 Judge Fran Jamieson Way
Building A, Room 213
Viera FL 32940

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Erinn E Collinsworth

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AIG-7X4

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/11/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
Commercial Lines
Wells Fargo Insurance Services USA, Inc.
2601 South Bayshore Drive, Suite 1600
Coconut Grove, FL 33133

CONTACT NAME: Risk Management Department
PHONE (A/C, No, Ext): 866-443-8489 FAX (A/C, No): 800-889-0021
E-MAIL ADDRESS: work.comp@trinet.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Indemnity Insurance Company of North America	43575
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
TriNet HR III, Inc.
RE: Masteller & Moler Inc
9000 Town Center Parkway
Bradenton, FL 34202

COVERAGES **CERTIFICATE NUMBER:** 12343270 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		WLRC64417733	7/1/2017	7/1/2018	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers' Compensation coverage is limited to worksite employees of Masteller & Moler Inc through a co-employment agreement with TriNet HR III, Inc.

CERTIFICATE HOLDER

Board of County Commissioners Brevard County
Utility Services Dept.
2725 Judge Fran Jamieson Way
Building A, Room 213
Viera, FL 32940

CANCELLATION

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AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

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PRODUCER: David Hedges 2601 20th Street Suite B Vero Beach, FL. 32960	CONTACT NAME: PHONE (A/C, No, Ext): (772) 567 - 8958 FAX (A/C, No): (772) 562 - 3870 E-MAIL ADDRESS:
INSURED: Masteller & Moler Inc. 1655 27th Street Suite 2 Vero Beach, FL. 32960	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State Farm Mutual Automobile Insurance Company — 25178 INSURER B : State Farm Fire and Casualty Company — 25143 INSURER C : State Farm General Insurance Company — 25151 INSURER D : State Farm Florida Insurance Company — 10739 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	Y	Y	98-QV-3842-7	03/16/2017	03/16/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 5,000 $ 2,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	Y	Y	316-9555-B26-59E 342-8778-A25-59E 842-3766-B02-59 315 6755 B02 59E	08/26/2017 07/26/2017 08/02/2017 08/02/2017	02/26/2018 01/25/2018 02/02/2018 02/02/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ 500,000 $ 500,000 $ 100,000 $
C	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			98-NA-7809-0	09/27/2017	09/27/2018	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 2,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
	VALUABLE PAPERS ENDORSEMENT			98-QV-3842-7	03/16/2017	03/16/2018		50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ADDED AS ADDITIONAL INSURED- ATTACHED

CERTIFICATE HOLDER

BOARD OF COUNTY COMMISSIONERS, BREVARD COUNTY,UTILITY SERVICES DEPT
2725 JUDGE FRAN JAMIESON WAY,BLDG A, ROOM 213
VIERA, FL 32940

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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State Farm®

Business Insurance (Fire Only)
Additional Insured/Certificate Holder Questionnaire

Policyholder Name: Mastellard Moler Policy Number: 98 QV 38427

Agent: David E. Hedges

Note – Please review the following and compare it to the request by the third party:

- If the third party is only requesting *Proof of Insurance* please issue a Certificate of Insurance (COI). A copy of the COI does not need to be sent to the operations center.
- If the third party is requesting *Proof of Insurance, Certificate Holder Status* **AND** *cancellation notice*, please issue a COI, complete **Part One only** of this form and attach to an ECHO PT. There is no charge for Certificate Holder Status.
- If the third party is requesting *Proof of Insurance* and *Additional Insured status* please issue a COI, complete **Part One and Part Two** of this form and attach to an ECHO PT. Additional Insured status may result in an additional premium charge. One questionnaire per Additional Insured request is required.

Part One:

Third Party Name and Mailing Address:

Board of County Commissioners Brevard County, Utility Services Dept.
2725 Judge Fran Jamieson Way, Bldg A Room 213
Viera, FL 32940

Does the third party need to receive a copy of the cancellation notice? Yes☑ No☐

Part Two:

Effective Date of the endorsement: 10-1-17 **End of Contract Date:** Ongoing at this Time

What is the relationship between our Insured and Additional Insured? Describe the work or services being performed:

Insured is performing a job for Add't. Insd

Select **ALL** that apply for this Additional Insured Request:

☐ **Designated Person or Organization** *(use: common general form for non-contractor requests and events/trade shows)*
☐ **Designated Premises** *(use only if third party is requesting)* Choose all that apply to request: Section I☐ Section II☐ Loss of Income☐
☐ **Engineers, Architects or Surveyors** - Blanket☐ Scheduled☐ Primary Non-Contributory (not avail w/Blanket)☐
☐ Grantor of Franchise
☐ **Grantor of Licenses** – *coverage defaults to* ***Blanket****, select Scheduled if desired* Scheduled☐
☐ Lessor of Leased Equipment Provide Lease Amount: _____
☐ Loss Payee – *must select one of the following:* ☐ Part A: Loss Payable: Description/Interest: _____ Loan Number: _____ ☐ Part B: Lender's Loss Payable: Description/Interest: _____ Loan Number: _____ ☐ Part C: Contract of Sale Description/Interest: _____ Loan Number: _____
☐ Managers or Lessors of Premises *(use for Landlords, not for use with property managers)*
☐ Mortgagee, Assignee, or Receiver - Primary Non-Contributory☐
☒ **Owners, Lessees, or Contractors** *(use: our insured is doing work for the AI)* Blanket☐ Scheduled☒
☐ **State or Political Subdivisions** – Permits *Choose one:* For work☐ For Premises☐
☐ **Vendor** - Provide Annual Sales: _____ Product: _____
☐ **Other:**

Does the AI need to receive a copy of the declarations at issuance/renewal? Yes☒ No☐

Does the policy need to be endorsed with a Waiver of Subrogation? Yes☒ No☐

Note: A Waiver of Subrogation cannot be added to a blanket AI. A Waiver may be attached to a scheduled AI specifically naming the entity to which it applies.

TABLE OF CONTENTS
MASTER PROFESSIONAL SERVICES AGREEMENT

SECTION 1	SCOPE OF SERVICES	3
SECTION 2	TERM	4
SECTION 3	SERVICES AND COMPENSATION	4
SECTION 4	ADMINISTRATION OF SERVICES	5
SECTION 5	BILLING AND TIME OF PAYMENT.	5
SECTION 6	ADDITIONAL SERVICES	6
SECTION 7	AUTHORIZED REPRESENTATIVES	6
SECTION 8	COUNTY ASSISTANCE	7
SECTION 9	TITLE TO DELIVERABLES	7
SECTION 10	INDEMNIFICATION	7
SECTION 11	INSURANCE	8
SECTION 12	NOTICES	8
SECTION 13	FORCE MAJEURE	9
SECTION 14	TERMINATION	10
SECTION 15	APPLICABLE LAW	10
SECTION 16	WAIVER	11
SECTION 17	CONFLICT OF INTEREST: COUNTY	11
SECTION 18	CONFLICT OF INTEREST: CONSULTANT	11
SECTION 19	COVENANT AGAINST CONTINGENT FEES.	11
SECTION 20	RECORDS AND AUDITS	12
SECTION 21	EQUAL OPPORTUNITY EMPLOYMENT	13
SECTION 22	ASSIGNMENT	13
SECTION 23	INDEPENDENT CONTRACTOR	14
SECTION 24	CLAIMS FOR SERVICES	14
SECTION 25	ENTIRE AGREEMENT	14
SECTION 26	SEVERABILITY	14
SECTION 27	MODIFICATIONS OR AMENDMENTS IN WRITING	14
SECTION 28	PERMITS, FEES, and LICENSES	15
SECTION 29	TRUTH-IN-NEGOTIATION CERTIFICATE	15
SECTION 30	COMPLIANCE WITH LAWS	15
SECTION 31	ATTORNEY'S FEES	15

SECTION 32 VENUE 15
SECTION 33 UNAUTHORIZED ALIEN WORKERS 16
SECTION 34 PUBLIC ENTITY CRIMES 16
SECTION 35 EFFECTIVE DATE 16

AGREEMENT FOR ENGINEERING AND CONSULTING SERVICES

This AGREEMENT entered into on _____ (hereinafter "effective date") 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 **Masteller & Moler, Inc.**, hereinafter referred to as "**Consultant**".

W I T N E S S E T H:

WHEREAS, the County proposes to do work relating to the design, permitting and other engineering services associated with water supply and treatment, water operations and maintenance, water treatment facilities, water transmission and distribution pipe networks, wastewater treatment, wastewater collection systems, pipe networks, waste-water pumping systems, wastewater treatment facilities, wastewater operations and maintenance, reclaimed water transmission and distribution pipe networks, hydraulic system modeling and other water and wastewater related engineering projects as well as general utility management and supporting services; and,

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 the County that it has the competency and experience to perform such services in accordance with the terms and conditions as set forth herein; 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).

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 relating to the design, permitting and other engineering services associated with water supply and treatment, water operations and maintenance, water treatment facilities, water transmission and distribution pipe networks, wastewater treatment, wastewater collection systems, pipe networks, waste-water pumping systems, wastewater treatment

facilities, wastewater operations and maintenance, reclaimed water transmission and distribution pipe networks, hydraulic system modeling and other water and wastewater related engineering projects as well as general utility management and supporting services, 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 Capital Improvement Plan (CIP) as it currently exists.

SECTION 2 **TERM**

This Agreement shall be a "continuing contract," as defined under Section 287.055(2) (g), Florida Statutes, and BCC-26 Brevard County Policy and shall have a term of five (5) years from the effective date.

SECTION 3 **SERVICES AND COMPENSATION**

If Consultant's services are required, County will send Consultant a proposed Task Order or Purchase Order detailing the work to be done and the compensation to be paid. The Consultant may negotiate compensation and time for completion of the work with the County. Once the Task Order or Purchase Order has been signed by both parties, the County will issue the Consultant a Notice to Proceed. Consultant shall commence work within five (5) working days of receipt of 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.

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, 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.

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 fee provided in the applicable Task Order or Purchase Order shall be the only compensation to which Consultant is entitled. The fee shall include all of the Consultant's costs associated with the Task Order, office overhead, employee benefits, 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.

If the cost of equipment purchases is included in the compensation for a Task Order or Purchase Order, then that equipment is the property of the County and must be returned to the County upon completion of the Task Order or Purchase Order.

SECTION 4 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 5 BILLING AND TIME OF PAYMENT.

Consultant shall submit invoices for payment to the County either (a) on a monthly basis or (b) contemporaneously with services rendered pursuant to the timeline specified in each Task Order or Purchase Order. The County shall pay Consultant after the County's receipt and approval of a each 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 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". 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 6 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 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 7 AUTHORIZED REPRESENTATIVES

The parties agree that in order to facilitate the orderly and efficient implementation of 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 Utility 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 Consultants 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 the Utility Director and the Consultant's representative shall be specified by the consultant. 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 8 COUNTY ASSISTANCE

The County shall assist Consultant by making available to Consultant County personnel with knowledge of the operation of the County as it relates to the Task Order or Purchase Order. 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 9 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 Consultant 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 Consultant, 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 Consultant 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 10 INDEMNIFICATION

Consultant shall indemnify and hold harmless the County, and its offices 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 11 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:

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)
Per Claim $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. The County is to be named or endorsed as Additional Insured. 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 12 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	FOR CONSULTANT
James E. Helmer, Director Utility Services Department 2725 Judge Fran Jamieson Way Building A, Suite 213 Melbourne, FL 32940 321-633-2091 E-Mail: jim.helmer@brevardfl.gov	Masteller & Moler, Inc. Earl H. Masteller, PE, BCEE 1655 27th Street, Suite #2 Vero Beach, FL 32960 772-567-5300 E-Mail: mastmolr@bellsouth.net

Either party shall have the right to change its address for notice purposes at anytime 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 13 **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 14 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 15 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. Venue shall be deemed to be in Brevard County, Florida.

SECTION 16 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 17 CONFLICT OF INTEREST: COUNTY

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 18 CONFLICT OF INTEREST: 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. Consultant shall disclose in writing to the County any conflict of interest affecting his services to the County as soon as he/she becomes aware of it. A conflict of interest is any situation in which the Consultant, his employees, or his subcontractors, are in a position to exploit their professional relationship with the County in any way for their personal or corporate benefit.

SECTION 19 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 20 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.

In performance of this Agreement, the Consultant shall keep books, records, and accounts of all activities related to this Agreement in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Consultant in conjunction with this Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County. The Consultant shall retain all documents, books and records for a period of five (5) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and Ch. 119, Florida Statutes. All records or documents created by or provided to the Consultant by the County in connection with this Agreement are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the County in a format compatible with the information technology systems of the County.

The Consultant shall ensure that public records which 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 and following termination of the Agreement if the Consultant does not transfer the records to the public agency. In lieu of retaining all public records upon termination of this Agreement, the Consultant may transfer, at no cost to the County, all public records in possession of the Consultant. If the Consultant transfers all public records to the County upon termination of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

FLORIDA PUBLIC RECORDS LAW: Pursuant to Section 119.0701, 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 records to the County or allow the records to be inspected or copied within twenty-four (24) hours (not

including weekends and legal holidays) of the request so the County can comply with the requirements of Sections 119.07. The Consultant may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

If the Consultant fails to provide the requested public records to the County within a reasonable time, the Consultant may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. Sections 119.0701, 119.110. The Consultant's failure to comply with public records requests is considered a material breach of this Agreement and grounds for termination.

Should the County face any legal action to enforce inspection or production of the records within the Consultant's possession and control, The Consultant agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Consultant shall hire and compensate attorney(s) to represent the Consultant and County in defending such action. The Consultant shall pay all costs to defend such action and any costs and attorneys fess awarded pursuant to Section 119.12.

IF THE CONSULTANT 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, ROSE LYONS, 321-633-2091, rose.lyons@brevardfl.gov.

SECTION 21 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, gender, 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 22 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 23 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 the County employees.

SECTION 24 CLAIMS FOR SERVICES

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

SECTION 25 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 26 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 27 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 28 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 29 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 30 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 31 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 32 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 33 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 (e) Section 274(e) of the 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 34 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 for CATEGORY TWO for a period of 36 months from date of being placed on convicted vendor list.

SECTION 35 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:

Scott Ellis, Clerk

OCT 24 2017

Date:

BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA

for Curt Smith, Chairman

As approved by Board on 9-20-16

Reviewed for legal form and content:

Assistant County Attorney

SEAL

ATTEST:

Signature

Stephen E. Moler, PE, Vice President
Name & Title Printed

CONSULTANT

Signature

10/13/17
Date

Earl H. Masteller, PE, BCEE, President
Name & Title, Printed

Masteller & Moler, Inc.
Name of Company, Corp., etc.

1655 27th Street, Suite 2
Mailing Address

Vero Beach, FL 32960
City, State, Zip

(772) 567-5300
(Area Code) Telephone Number

EXHIBIT A

BREVARD County
BOARD OF COUNTY COMMISSIONERS

POLICY

TITLE: PROCUREMENT

NUMBER: BCC-25
AMENDS: December 15, 2015
APPROVED: April 19, 2016
ORIGINATOR: Purchasing Services
REVIEW: April 19, 2019

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.

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.

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."

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. **Florida Statutes:** Chapters 286.011, 286.0113, 218.70 et.seq., 218.80, Chapter 255 and Chapter 287, Procurement of Personal Property and Services.

K. **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.

L. **Grant** (for the purposes of this policy): An award of which includes assistance in the form of money, property, services, etc., by a source which includes the federal government, state government, other local governments, non-profit agencies, private businesses and citizens.

M. **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.

N. **Lease Purchase:** A lease contract with terms providing for the option to transfer title during or at the end of the lease term.

O. **Purchasing Card:** An accounts payable mechanism, which utilizes credit card infrastructure for the purchase of goods and/or services.

P. **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.

Q. **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.

R. **Purchasing Manual:** A document that describes rules, regulations, policies and procedures to be followed by the purchasing organization and the agencies/departments it serves.

S. **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.

T. **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. 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.

U. **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.

V. **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.

W **Service/Maintenance Agreements:** Contractual documents detailing specifications under which the vendor will provide maintenance/service to equipment in the possession of the County.

X. **Sole Source/Single Source/Proprietary Purchase:** Only known existing source, or only one viable 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.

III. DIRECTIVES

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.

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. T or via formal quote, as defined in Section II.J, solicited by Purchasing Services.

2. Up to $50,000: Assistant County Manager with recommendation for award from the user agency and Purchasing Manager or selection committee, as appropriate, via Formal Quote/Bid/Proposal.

3. 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.

4. $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.

5. 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 to award to the qualified bidder having the lowest, responsible and best bid for tangible items, capital improvement projects and/or equipment when funding is available and within the scope, goals and mission of the Board approved Annual Budget and Capital Improvements Plan. Because a qualified bidder with the lowest, responsible and best bid is generally entitled to an award of bid and an award of bid has been construed to constitute an enforceable agreement, this policy also constitutes authority for the Chair to sign the agreement(s) incorporated into the Request for Bid documents or Request for Proposal, provided that agreement has been reviewed and approved by the County Manager or his designee, and approved as to form and legal content by the County Attorney's Office.

6. The Board must approve the financial terms of all agreements that 1] arise out of the acceptance of a request for proposal or 2] that are negotiated in accordance with the Consultant's Competitive Negotiation Act set forth in section 287.055, Florida Statutes or any successor statute thereto.

7. For the purposes of section 125.17, Florida Statutes, this policy authorizes the Clerk to the Board to attest to any agreements executed by the Chair in accordance with the procedures set forth in subparagraphs 4 and 5 above.

8. 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. If less than two responsive bids, proposals, or replies for commodity or contractual services purchases are received, the Purchasing Manager and User Agency may negotiate on the best pricing, terms and conditions.

N. 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 risk.
10. The Purchase of or payment for utility services, including but not limited to water and sewer, electric, telephone, etc.

O. 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.

P. 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)

Q. 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.

R. 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

S. 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.

T. 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.

U. Grant Assistance

1. When the procurement involves the expenditure of state or federal assistance, grants or contract funds, the procurement shall be conducted in accordance with any applicable local, state or federal laws/regulation requirements specified in the funding/grant conditions as they pertain to the state or federal assistance grant or contract funds.

IV. RESERVATION OF AUTHORITY

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

ATTEST:

Scott Ellis, Clerk

Jim Barfield, Chairman
Brevard County, Florida
Board of County Commissioners
Approved by the Board, on April 19, 2016