

Meeting Date
September 20, 2016



AGENDA	
Section	Consent
Item No.	II.C.2

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

SUBJECT:	PERMISSION TO ISSUE ANNUAL SUPPLY BIDS, PROPOSALS AND REQUEST FOR QUALIFICATIONS (FY 2016/2017) AND/OR NEGOTIATE COMPETITIVE AGREEMENTS
DEPT/OFFICE:	CENTRAL SERVICES DEPARTMENT/PURCHASING SERVICES

**Requested Action:**

It is requested the Board grant Purchasing Services approval to perform the following actions regarding the attached list of commodities and services for fiscal year 2016/2017.

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

**Summary Explanation & Background:**

The use of term agreements is one of the methods utilized by the Purchasing Department to implement strategic sourcing and take advantage of economies of scale. Purchasing Services estimates the annual needs of the County for items or groups of items where there is an opportunity to achieve savings by using formal competitive processes (formal bids, quotes proposals, and request for qualifications). Annual competitions establish a source, a firm price and a performance period on high-volume, repetitive materials and continuing services.

Approval of this action will eliminate repetitive Board action granting permission to purchase routinely used items and services and will eliminate an estimated several thousand individual purchase order transactions. Also to expedite the award process, the Assistant County Managers currently have Board authorization to solicit, award and execute contracts up to \$50,000 and County Manager up to \$100,000. Award recommendations will be made by a selection committee consisting of user agency representatives approved by the County Manager, or designee, for evaluation of proposals; and Purchasing and user agency staff members for determining responsive and responsible bids.

The competitive procurement method (competitive bid vs. competitive proposal) will be determined by the individual services or commodity requirements.

Continued, Page 2

Clerk to the Board instruction: Return one copy to Department

Exhibits Attached: Annual Procurement Commodity and Services List (FY 2016/2017)

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

SUBJECT: PERMISSION TO ISSUE ANNUAL SUPPLY BIDS, QUOTES AND PROPOSALS  
(FY 2016/2017) AND/OR NEGOTIATE COMPETITIVE AGREEMENTS

SUMMARY EXPLANATION & BACKGROUND, CONTINUED

Acquisition of services for recurring continuing professional consultant contracts will be solicited in accordance with Policy BCC-27 and Florida Statutes §287.055, "Consultants' Competitive Negotiation Act". Florida Statute §287.055 allows the County to enter into continuing contracts for professional services for projects in which the estimated construction cost of each individual project under the contract does not exceed \$2 million, if the professional services under the contract do not exceed \$200,000. Firms providing professional services under continuing contracts shall not be required to bid against one another.

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

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

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

Fiscal Impact FY 16/17: Minimizing administrative costs by reducing and consolidating Board actions for competitive annual procurement of commodities and services insures efficient use of available funds and the timely provision of commodities and services. Establishment of costs associated with these commodities/services is allocated to individual agencies' funding sources. Funds will be encumbered through user initiated blanket purchase orders.

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

ANNUAL BID/QUOTE/PROPOSAL LIST  
FY 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
DIGITAL / 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		



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

A handwritten signature in cursive script that reads "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
DIGITAL / 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		



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: Tammy Rowe, Supervisor

THRU: John P. Denninghoff, Public Works Director

FROM: Jeanette Scott, Contracts Administrator

RE: Professional Services Agreement – Geotechnical Consultant Services

DATE: February 23, 2017

---

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 Chairman to execute contracts.

Purchasing Services on behalf of Public Works Traffic Operations, issued RFQ 3-16-09 for the acquisition of geotechnical continuing consultants. The Selection and Negotiation Committee, per BCC-26, selected and successfully negotiated Professional Services Agreements with the following geotechnical engineering firms:

Ardaman & Associates, Inc.  
Terracon Consultants, Inc.  
Universal Engineering Sciences, Inc.

In accordance with the Memorandum, you will please find attached three (3) originals of each Agreement for the Clerk to attest. These contracts have been signed by Curt Smith, Chairman. Upon final execution by the Clerk, please feel free to keep one original of each Agreement for the Clerk's records. Please contact Public Works to make arrangements to pick up the remaining original Agreements.

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

Thank you.

Encl: Ardaman & Associates (3 originals) Agreement  
Terracon (3 originals) Agreement  
Universal (3 originals) Agreement  
Memorandum Annual BPQ

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**

**INITIAL CONTRACT FORM**

**SECTION I - The following information must be completed on all new contracts submitted to the Board.**

<b>1. Contractor:</b> Ardaman & Associates; Universal Engineering Sciences; Terracon	
<b>2. Fund/Account #:</b>	<b>Department Name:</b> Public Works
<b>4. Contract Description:</b> Professional Services Agreement – Geotechnical Consulting Services	
<b>5. Contract Monitor:</b> Jeanette Scott	<b>6. Mail Stop #:</b> EXT 52853
<b>7. Dept./Office Director:</b> John P. Denninghoff	<b>8. Contract Type:</b> Payable
<b>ACTION DATE:</b> 30 days from entry	<b>ACTION REQUIREMENT:</b> Need complete data

**SECTION II - The following departments must approve all contracts submitted to the Board:**

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	✓	_____	thw	2/10/17
Risk Management	✓	_____	ML	11/23/16
County Attorney	✓	_____	Dej	2/9/2017

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

**SECTION III - CONTRACT MANAGEMENT DATABASE CHECKLIST**

<b>DATABASE REQUIRED FIELDS</b>	<b>Complete ✓</b>
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund and GL Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Data (No Additional renewals/extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in database (Initial Contract Form with County Attorney/Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>
<b>Note:</b> Insurance Certificates uploaded under collapsible/expandable <u>Monitor Bar Section</u> Change Order/Task Order uploaded under collapsible/expandable <u>Monitor Bar Section</u> Contract Renewal documents uploaded under collapsible/expandable <u>Renewal /Bar Section</u>	
<b>NOTE:</b> This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will return the Initial Contract Form, Executed/Attested Contract to department for contract to be entered and uploaded into the Contract Management System. See AO-29 for additional information.	

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**

**INITIAL CONTRACT FORM**

**SECTION I - The following information must be completed on all new contracts submitted to the Board.**

1. <b>Contractor:</b> Ardaman & Associates; Universal Engineering Sciences; Terracon	
2. <b>Fund/Account #:</b>	<b>Department Name:</b> Public Works
4. <b>Contract Description:</b> Professional Services Agreement – Geotechnical Consulting Services	
5. <b>Contract Monitor:</b> Jeanette Scott	6. <b>Mail Stop #:</b> EXT 52853
7. <b>Dept./Office Director:</b> John P. Denninghoff	8. <b>Contract Type:</b> Payable
<b>ACTION DATE:</b> 30 days from entry	<b>ACTION REQUIREMENT:</b> Need complete data

**SECTION II - The following departments must approve all contracts submitted to the Board:**

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	✓	_____	thw	2/10/17
Risk Management	✓	_____	ML	11/23/16
County Attorney	✓	_____	Dey	2/9/2017

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

**SECTION III - CONTRACT MANAGEMENT DATABASE CHECKLIST**

<b>DATABASE REQUIRED FIELDS</b>	<b>Complete ✓</b>
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund and GL Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Data (No Additional renewals/extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in database (Initial Contract Form with County Attorney/Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>
<b>Note:</b> Insurance Certificates uploaded under collapsible/expandable <u>Monitor Bar Section</u> Change Order/Task Order uploaded under collapsible/expandable <u>Monitor Bar Section</u> Contract Renewal documents uploaded under collapsible/expandable <u>Renewal /Bar Section</u>	
<b>NOTE:</b> This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will return the Initial Contract Form, Executed/Attested Contract to department for contract to be entered and uploaded into the Contract Management System. See AO-29 for additional information.	

## PROFESSIONAL SERVICES CONTRACT

### Infrastructure Solution Services, LLC West Cocoa Wastewater Improvements Project Brevard County Project No. RS-RR-141

This is a CONTRACT entered into this 25 day of May, 2017 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**, a business having its primary location at **7827 N. Wickham Road, Suite D, Melbourne, FL 32940**, hereinafter referred to as CONSULTANT.

**WHEREAS**, the COUNTY wishes to obtain the professional services of the CONSULTANT to provide project design, permitting, bidding assistance, and construction administration services for the multiyear project West Cocoa Wastewater Improvements, as further described herein,

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 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 ("Consultants' Competitive Negotiation Act") and Brevard County Policy BCC-26 ("Acquisition of Consultant Professional Services"),

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

**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:

**I. BACKGROUND AND INTENT**

Brevard County Utility Services Department (BCUSD) has identified the need to rehabilitate or replace aging wastewater collection facilities identified within the West Cocoa Wastewater System. BCUSD developed the specific scope of improvements in this project with assistance and analysis by an engineering consulting firm. The proposed improvements serve to replace and rehabilitate the existing infrastructure and make a significant modification to the pumping configuration in the area. The work to date by BCUSD has determined the pump design flow & discharge heads and gravity sewer & force main sizing. The project will redirect the discharge from LS W-01 and LS W-15 to LS W-09. LS W-09 will be upgraded to receive and re-pump the increased flow. Other proposed improvements include: replacement of eight lift stations; rehabilitation of two lift stations; construction of gravity sewer to eliminate one lift station; replacement and installation of two gravity sewers segments; and replacement and installation of eight force mains.

The County intends to design all of the improvements in phases and bid and construct them over three budget years. The specific work and requirements at each lift station and gravity sewer and force main and the grouping for construction packages are identified as follows and are shown graphically elsewhere in this document. See Attachment A.

The intent of this contract is for the CONSULTANT to complete the required field work and data collection for the improvements to be made to the facilities, prepare and coordinate the design of those improvements with the COUNTY, obtain required permits, prepare final bid documents, provide bidding assistance, provide construction administration services, review shop drawings, answer requests for information, authorize pay requests, prepare

record drawings, provide operation and maintenance manuals, assist with start-up, certify completion of construction, and assist with the close-out of the project upon completion of construction.

<b>PHASE 1 – KEY IMPROVEMENTS</b>	
LS W-01	Replace w/submersible LS 350 gpm @100/20 ft
W-01 - Force main	Replace existing 8" ACP to 14" force main at LS W-15. Includes crossing under I-95
W-09 Gravity	Replace four runs of 8" gravity sewer. (Approx 1430 LF)
LS W-09	Replace w/submersible LS 2,100 gpm @160/120 ft (re-pump from LS W-015 & W-01). Provide SCADA, VFDs, Odor Control, and Generator. Provide SCADA, VFDs, Odor Control, and Generator.
LS W-15	Replace w/submersible LS 1,300 gpm @90 ft. Provide SCADA, VFDs, Odor Control, and Generator.
W-15 - Force main	Connect W-15 force main to LS-09 (approximately 100 lf of new 14" force main)
LS W-22	Rehabilitate w/pumps 275 gpm @135/60 ft
<b>PHASE 2 - IMPROVEMENTS EAST OF I-95</b>	
W-02 - Gravity	Replace 200 lf of existing 8" VCP gravity sewer in East Lakeview Blvd near LS W-02
W-02 - Force main	Relocate & replace 850 lf existing 6" ACP force main
LS W-03	Replace w/submersible LS 150 gpm @40 ft
W-03 - Force main	Relocate & replace 3,000 lf existing 6" ACP force main
LS W-04	Replace w/submersible LS 100 gpm @32 ft (+ add SCADA Control)
W-04 - Force main	Relocate & replace 250 lf existing 4" ACP force main
W-05 - Force main	Relocate & replace 1,100 lf existing 4" ACP force main
LS W-06 Demolition	Demolish LS & replace 4" ACP force main w/400 lf of 8" gravity sewer connected to W-03
<b>PHASE 3 - IMPROVEMENTS WEST OF I-95</b>	
LS W-07	Replace w/submersible LS 200 gpm @35/10 ft
LS W-08	Replace w/submersible LS 100 gpm @50/20 ft (+ add SCADA Control)
W-08 - Force main	Replace 3,000 lf existing 6" ACP force main with 4" force main
LS W-10	Replace w/submersible LS 100 gpm @25 ft (+ add SCADA Control)
LS W-20	Rehabilitate w/pumps 900 gpm @80/55 ft
Landfill Force main	Extend 10" force main under SR520 250 lf to LS W-20

The expectation of the COUNTY is, and it is acknowledged by the CONSULTANT, that the CONSULTANT will coordinate with the COUNTY staff prior to submitting this contract to become familiar with the project requirements in a general way and determine the scope of available documentation and resources.

## II. PROJECT REPRESENTATIVES

For Brevard County Utility Services:

Mark W. Reagan, PE  
321-633-2089  
[Mark.Reagan@brevardfl.gov](mailto:Mark.Reagan@brevardfl.gov)

For Consultant:

Brian M. Stahl, PE  
321-622-4646  
[bstahl@infrastructureuss.com](mailto:bstahl@infrastructureuss.com)

## III. SCOPE OF WORK

The CONSULTANT will provide the fieldwork and data collection, final design, bidding, and construction support services as follow:

### Task 1 - Field Work and Data Collection

- a) Collect, review, and use any available existing survey and geotechnical information
- b) Coordinate and perform drone aerial surveys of the sites as required.
- c) Prepare a data request; collect and review. Review Construction and As-built Plans, Manufacturers' Manuals, and Shop Drawings, and available Lift Station System related data from the COUNTY for the existing lit stations and related components to include all of the lift stations manifolded within this West Cocoa wastewater service area.
- d) Coordinate and perform existing conditions surveys of the sites - surface and sub-surface, as required.

### Task 2 -- Final Design

- a) Perform a Geotechnical Investigation evaluation and report, as required.
- b) Based on as-built drawings and field reviews of the existing lift station related buildings, perform preliminary structural evaluations of the buildings at LS W-09, W-15, and W-20 for continued use for housing replacement generators.

c) Complete the civil, mechanical, structural, electrical, and SCADA engineering of the lift stations, gravity sewer, and force main. The results of the preliminary engineering phase including the final calculations and hydraulic modeling have been completed and will be provided to the CONSULTANT. The lift station system sizing and the engineering improvements required by each discipline shall be in accordance with the requirements previously determined by BCUSD. Pump duty points may be altered by force main re-alignments and the Consultant is responsible for accounting for those alterations in their designs.

d) Prepare 60% design documents, including drawings and technical specifications plus Engineer's opinion of probable cost, consistent with COUNTY standard criteria, incorporating BCUSD recommendations. These design documents will be provided in three distinct contract phases. Force main routing will be provided at 40% level completion ahead of this 60% submittal for BCUSD approval.

e) Attend a 60% design review meeting with the COUNTY.

f) Prepare 90% design documents, including drawings and technical specifications plus Engineer's opinion of probable cost, incorporating BCUSD recommendations from the 60% design review. These design documents will be provided in three distinct contract phases.

g) Prepare the FDEP Wastewater Collection System Permits for the COUNTY to submit to the FDEP Central District. Prepare responses to Requests for Additional Information (RAI). One RAI is anticipated for each of these permits.

h) Prepare FDOT and Brevard County Right-of-Way permits. Prepare responses to Requests for Additional Information (RAI). No more than one RAI is anticipated for each of these permits.

i) Submit the final design (100%) drawings and specifications incorporating comments from the 90% design review and permitting agency comments. These design documents will be provided in three distinct contract phases.

j) Submit an engineer's opinion of probable cost with the final design submittal.

**Task 3 -- Bidding Assistance**

a) Prepare bid documents per COUNTY standards. The COUNTY will provide MS Word files of Divisions 0 and 1 specifications for modification by the CONSULTANT.

b) Compile electronic files of bid documents in PDF format with Division 0, 1, and technical specifications in Microsoft Word format based on bidding in three separate contract phases.

c) Attend the pre-bid meetings in each of three phases.

d) Prepare answers to bidder questions for the COUNTY to use in preparation and distribution of bid addenda in each of three phases.

**Task 4 -- Construction Support Services**

a) Attend the pre-construction conference for each of three separate contract phases.

b) Review and approve shop drawings in each of three phases.

c) Answer Contractor questions and Requests for Information (RFI) in each of three phases.

d) Complete necessary field observations and review information from the County inspectors to allow certification. A plan of one field observation at the start and one toward the end of each important aspect of this project are anticipated.

e) Provide field observation visits at critical points in the construction. ISS will need only to do the inspections necessary to satisfy itself to faithfully execute approvals for pay

requests, certificates of completion, and as-built drawings. Four field observations, all four during the main construction work months are anticipated per each of three phases of construction.

- f) Provide field communications with Contractor in each of three phases.
- g) Review and approve Contractor pay requests in each of three phases.
- h) Review and approve Contractor change order requests in each of three phases.
- i) Determine substantial completion in each of three phases.
- j) Approve and submit final record drawings based on the Contractor redlines and the as-built survey information provided by the Contractor's Professional Surveyor in each of three phases.
- k) Provide manufacturer based operation and maintenance manuals in each of three phases.
- l) Prepare certification of completion for the COUNTY to submit to FDEP in each of three phases.
- m) Coordinate execution of final paperwork to close out the overall project.

#### **IV. COUNTY'S RESPONSIBILITY**

The following shall be provided by the COUNTY in order to assist in the completion of the above mentioned tasks:

- A. Reasonable access to the site.
- B. Reasonable access to operations, maintenance, and engineering staff.
- C. The prior preliminary engineering work completed on this contract.

- D. AutoCAD drawings of COUNTY design standards and MS Word files of standard technical specifications.
- E. Copies of available record drawings.
- F. Copies of available design and construction documents.
- G. Copies of available operating reports and maintenance data and records.
- H. Lift station and SCADA control panel design and specifications.
- I. Microsoft Word template for Division 0 and 1 specifications.
- J. Advertisement and distribution of bid packages.
- K. Submittal of permit applications prepared by the CONSULTANT.
- L. Payment of permit fees.
- M. Coordination with other COUNTY offices and federal and state regulatory agencies.
- N. Coordination with construction contractor for connection to COUNTY SCADA.
- O. Day-to-day observation of construction and coordination with CONSULTANT.

**V. COORDINATION**

The CONSULTANT will coordinate the design with the COUNTY staff members listed below as appropriate:

<b>Function</b>	<b>Name</b>	<b>Email</b>	<b>Phone</b>
Director	Jim Helmer	<a href="mailto:Jim.Helmer@brevardfl.gov">Jim.Helmer@brevardfl.gov</a>	321-633-2091
Operations Mgr.	Brian Sorensen	<a href="mailto:Brian.Sorensen@brevardfl.gov">Brian.Sorensen@brevardfl.gov</a>	321-633-2093
Area Operations	Robert Edmiston	<a href="mailto:Robert.Edmiston@brevardfl.gov">Robert.Edmiston@brevardfl.gov</a>	321-255-4328
Safety	Mike Malavolta	<a href="mailto:Mike.Malavolta@brevardfl.gov">Mike.Malavolta@brevardfl.gov</a>	321-633-2093
SCADA	Steve Allen	<a href="mailto:Steve.Allen@brevardfl.gov">Steve.Allen@brevardfl.gov</a>	321-255-4331
Construction	Craig Helpling	<a href="mailto:Craig.Helpling@brevardfl.gov">Craig.Helpling@brevardfl.gov</a>	321-633-2089
Engineering	Jared Francis	<a href="mailto:Jared.Francis@brevardfl.gov">Jared.Francis@brevardfl.gov</a>	321-633-2089

**VI. CONSULTANT SERVICES NOT INCLUDED**

The scope of work excludes design of any improvements outside of this scope of work, environmental services related to asbestos-containing materials (for existing structures and demolition), unknown threatened and endangered species, wetlands, or regulated solid wastes encountered on the site, day-to-day resident observation during construction, and all other work not specifically mentioned. Services related to acquisition of real property, easements, or rights-of way are not included.

**VII. DELIVERABLES**

The following results shall be delivered by the CONSULTANT:

All deliverables shall be provided only in electronic PDF format unless otherwise noted.

**General:**

- a) Monthly activity reports.
- b) Meeting minutes from meetings and conferences with County staff and regulatory agencies.
- c) Timely invoices concurrent with the work.

**Task 1 - Field Work and Data Collection**

- a) Drone aerial survey information
- b) Boundary and topographic survey with geographic positions or State Plane Coordinates and a permanent benchmark on NAVD88 datum.

**Task 2 -- Final Design**

- a) Geotechnical Investigation Report.

- b) Sixty percent design drawings for each of three distinct contract phases.
- c) Design information to support equipment selections.
- d) Permit applications as applicable (FDEP, County R/W, FDOT, other). Provide in PDF and hard copies as required.
- e) Ninety percent design drawings and technical specifications for each of three distinct contract phases.
- f) Final design drawings in PDF and AutoCAD format with X-refs and plot styles and technical specifications in PDF format for each of three distinct contract phases.
- g) Engineer's opinion of probable cost at 60%, 90%, and final design for each of three distinct contract phases.

**Task 3 -- Bidding Assistance**

- a) Specification Divisions 0 and 1 in PDF and MS Word format.
- b) Two hard copies of ready-to-bid, marked "For Construction," signed and sealed, full size final drawings for each of three distinct contract phases.
- c) One hard copy of ready-to-bid signed, marked "For Construction," and sealed final design specifications for each of three distinct contract phases.
- d) Answers to bidder's questions as applicable for each of three distinct contract phases.
- e) Prepare written recommendations for award of each of the three construction contracts.

**Task 4 -- Construction Support Services**

- a) Approved shop drawings (two sets) for each of three distinct contract phases.
- b) Responses to RFI's as applicable.

c) Record drawings (as-builts) in PDF format and AutoCAD format with X-refs and plot styles with geographic positions or State Plane Coordinates a permanent benchmark on NAVD88 datum for each of three distinct contract phases.

d) Operation and maintenance manuals (two hard copies and one PDF) for each of three distinct contract phases.

e) Certification of Completion (one hard copy and one PDF of each) for each of three distinct contract phases.

**VIII. ESTIMATED SCHEDULE**

The CONSULTANT will complete the contract tasks consistent with the schedule shown in Attachment B.

NOTE: The County may suspend the Consultant’s schedule for real estate acquisition, environmental remediation, coordination with other projects, or unforeseen circumstances causing delay.

**IX. BASIS OF COMPENSATION**

The fee for the scope of work described in Section C, above, shall not exceed a total of \$800,000.00. The fees shall not exceed the amounts shown in the table below for each specific task without prior COUNTY approval. The COUNTY shall periodically compensate the CONSULTANT a portion of the task fee based on mutually agreed upon percentages of completion of each task.

<b>Task</b>	<b>Description</b>	<b>Fee</b>
1	Field Work and Data Collection	\$50,000.00
2	Final Design Phase	\$621,450.00
3	Bidding Assistance	\$45,000.00
4	Construction Support Services	\$105,000.00
	Total Fee	\$821,450.00

**X. DURATION OF CONTRACT**

This CONTRACT shall remain in full force and effect for a period of five years after its date of execution. In addition, this CONTRACT may be extended by the COUNTY for one year under the same terms and conditions of this CONTRACT. COUNTY shall submit "Written Notification of Contract Renewal in triplicate for execution by the County Manager or designee. No work shall be issued after the time period stated above.

**XI. TIME OF COMPLETION**

The services to be rendered by the CONSULTANT for each section of the work shall commence upon receipt of a written Notice to Proceed from the COUNTY subsequent to the execution of the CONTRACT. CONSULTANT acknowledges that time is of the essence under this CONTRACT.

A reasonable extension of time shall be granted in the event there is a delay on the part of the COUNTY in fulfilling its part of the CONTRACT. Should CONSULTANT be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONSULTANT and not due to its own fault and neglect, such as weather conditions, acts of God or of public enemy, CONSULTANT shall notify the COUNTY in writing of such delay within ten (10) calendar days after commencement of such delay stating the cause or causes thereof, or CONSULTANT shall waive any right the CONSULTANT may have had to request an extension to the CONTRACT. Such extensions of time as stated in the CONTRACT shall be the sole remedy of the CONSULTANT for such delays, and the CONSULTANT will not be entitled to any damages or any claim for extra compensation.

**XII. SCHEDULE OF WORK**

The COUNTY shall have the sole right to determine on which units or sections of the work the CONSULTANT shall proceed and in what order. Should a CONTRACT revision require a change in schedule, a new revised schedule shall be submitted to the COUNTY for review and, if warranted, approval by the COUNTY in writing prior to commencing the revision. The new revised schedule shall be submitted to the COUNTY within ten (10) days of acknowledgement that a change is necessary or as part of the progress report submitted, whichever comes first. CONSULTANT waives any right to make a claim based upon a revision if such notice was not provided.

**XIII. PAYMENT, PARTIAL PAYMENTS AND RESOLUTION OF DISPUTES**

All payment requests shall follow the requirements as established within Sections 218.70 through 218.79 - Florida Statutes 'Local Government Prompt Payment Act,' and Brevard County Administrative Order AO-33 "Prompt Payment of Invoices."

The COUNTY shall make payments to the CONSULTANT for all milestones completed and deliverables submitted under the authorized work, and to the satisfaction of the COUNTY, to the date of the statement.

- A. The CONSULTANT shall submit signed invoices to the COUNTY's project manager.
- B. The amount of each invoice submitted shall be the amount due for all eligible services performed to date in connection with authorized work, as certified by the CONSULTANT. Each invoice shall include any authorized work performed during the invoice date of service, must reference the particular Task name, and must include the invoice date,

invoice number, and a list of the itemized charges.

- C. Invoices for work other than lump sum shall include a breakdown for each part of the work billed for each item, and the personnel as identified in Exhibit A. Copies of all invoices paid by the CONSULTANT for expenses shall be included with the CONSULTANT'S invoice.
- D. The CONSULTANT's invoice shall be submitted along with the progress report for that billing period.
- E. COUNTY's Project Manager shall review the statement and notify the CONSULTANT in writing within ten (10) days from receipt of the invoice if any amounts requested are disputed or lack adequate support or documentation. COUNTY shall indicate in writing what corrective action is needed and the time by which a corrected invoice should be received by the COUNTY.
- F. In the event a dispute occurs between the CONSULTANT and the COUNTY concerning payment request or an invoice, such disagreement shall be resolved by a Dispute Committee consisting of representatives of the County Manager's Office, Purchasing and the County Attorney.
- G. Proceedings to resolve any disputed invoice shall commence no later than forty-five (45) days after the date on which a payment request or proper invoice was received by the COUNTY and shall follow requirements of Florida Statutes 218.70. through 218.79. Final decision by the COUNTY shall be concluded no later than sixty (60) days after the date on which the payment request or proper invoice was received by the COUNTY.

- H. If the dispute is resolved in favor of the COUNTY, then interest charges shall begin to accrue fifteen (15) days after the COUNTY'S final decision. If the dispute is resolved in favor of the CONSULTANT, the interest shall begin to accrue as of the original date the payment became due.
- I. No later than thirty (30) days from acceptance by Project Manager of all the work or services covered by the submitted invoice, the COUNTY shall pay the CONSULTANT the amount due for any undisputed work.
- J. The COUNTY is a tax exempt entity and shall not be charged or invoiced for the payment of taxes for work performed under this CONTRACT.
- K. Payment of the Final Invoice shall not constitute evidence of COUNTY'S acceptance of work.
- L. Final invoice shall be clearly marked as such in bold letters. The Final invoice shall include a report of all the payments made to the CONSULTANT and each Sub-contractor under the Task Order up to date and the amount for the final invoice.
- M. Where termination of the CONTRACT is a termination for convenience and not for cause any reasonable and unavoidable costs incurred due to such termination (such as cancelling orders for equipment, materials or services) such payment shall be borne by the COUNTY.

#### **XIV. INDEMNIFICATION & INSURANCE**

The CONSULTANT 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 attorney fees resulting there from to the extent caused by negligent acts, errors or omissions of the CONSULTANT or other persons employed or utilized by the CONSULTANT in the performance of this CONTRACT to the extent allowable by law. The CONSULTANT agrees to indemnify and pay on behalf of the COUNTY the reasonable cost of the COUNTY'S legal defense as may be selected by the COUNTY, for the defense of all claims described in the hold harmless clause, herein. It is agreed by the parties hereto that specific consideration has been paid under this CONTRACT for this hold harmless provision. Such payment on behalf of the COUNTY shall be in addition to any and all other legal remedies available to the COUNTY and shall not be considered to be the COUNTY'S exclusive remedy.

The CONSULTANT shall provide the following described insurance policies with insurers acceptable to the COUNTY. The insurance coverage and limits required must be evidenced by properly executed Certificates of Insurance submitted to the COUNTY prior to award of this CONTRACT. These policies of insurance shall cover the CONSULTANT for claims, demands, and expenses, including defense and causes for action for general damages, bodily injury and property damage arising out of or to the extent caused by negligent acts, errors or omissions of the CONSULTANT. Said policies shall provide limits in the amount not less than \$1,000,000.00 per occurrence, with the exception of Professional Liability, which shall provide limits of \$1,000,000.00 per claim, to cover claims arising in connection with any particular accident or occurrence.

The CONSULTANT shall also provide and maintain Workers' Compensation insurance (for statutory limits) as required by Florida Statutes, Chapter 440. All policies shall be endorsed to provide COUNTY thirty (30) days prior written notice of any changes or cancellations of said policies. Certificate of Insurance will be provided and maintained with the COUNTY throughout the term of this CONTRACT. These insurance requirements shall not relieve or

limit the liability of the CONSULTANT. The COUNTY does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the CONSULTANT'S interests or liabilities, but are merely minimums.

**XV. ATTORNEY'S FEES**

In the event any action is taken to enforce the terms of this CONTRACT or any Task Orders under this CONTRACT, each party shall bear its own attorney's fees and costs, and any trial shall be non-jury. 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.

**XVI. CONTINGENT FEES**

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this CONTRACT and that they have not paid or agreed to pay any person, company, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, brokerage or contingent fee, gift or any other consideration, contingent upon, or resulting from award or making of this CONTRACT. For any breach or violation of this provision, the COUNTY shall have the right to terminate this CONTRACT, without liability, and, at its discretion, to deduct from the CONTRACT price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any damages and shall be responsible for reporting the details of such breach or violation to the proper legal authorities where and when appropriate.

**XVII. DEFAULT**

In the event the CONSULTANT fails to comply with the provisions of this CONTRACT, the COUNTY may declare the CONSULTANT in default by written notification. Upon receipt of notification, CONSULTANT will be provided ten (10) days in which to cure. In the event that the CONSULTANT is unable to cure and partial payment has been made for professional services not completed or defectively performed, the CONSULTANT shall return any sums due to the COUNTY as a result of CONSULTANT'S default within ten (10) days after notice and demand that said sums are due. The CONSULTANT shall not be compensated on a percentage of any deficient professional services which have been performed at the time the COUNTY declares a default. The COUNTY shall pay for that portion, if any, of the performed work which is used or useful by any other consultant retained by the COUNTY to finish the work to the extent that the COUNTY does not incur additional costs.

**XVIII. RIGHT OF APPEAL**

All services shall be performed by the CONSULTANT to current reasonable professional standards and practices and to the reasonable requirements of the COUNTY. The COUNTY shall decide and dispose of all claims, questions and disputes arising under this CONTRACT. Such determination shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event the CONSULTANT does not concur with the decisions of the COUNTY, within ten (10) days after determination by the COUNTY, the CONSULTANT shall present any such objections in writing to the COUNTY and, upon request, any adverse determination shall be referred to an appeal board comprised of a representative of the Purchasing Department, County Manager's Office and another

COUNTY representative designated by the County Manager for review and disposition at a hearing to be held within ten (10) days after receipt of the appeal. This paragraph does not constitute a waiver of either party's right to proceed in a court of competent jurisdiction, provided that prior to filing any suit the CONSULTANT goes through the appeal process established in this CONTRACT and provided further that the CONSULTANT strictly abides by the ten-day time deadline set forth in this paragraph.

**XIX. SUCCESSORS AND ASSIGNS**

The COUNTY and CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this CONTRACT and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this CONTRACT.

Neither the COUNTY nor the CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this CONTRACT without the prior written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this CONTRACT. Nothing contained in this CONTRACT shall be construed as giving any rights or benefits to any person, party, or entity other than the COUNTY and the CONSULTANT, and all duties and responsibilities undertaken pursuant to this CONTRACT will be the sole and exclusive benefit of the COUNTY and the CONSULTANT, and not for the benefit of any other party.

**XX. TERMINATION/MODIFICATION OF CONTRACT**

A. In the event the CONSULTANT disregards the authority of the COUNTY or violates the provisions of this CONTRACT, or otherwise fails to comply with any provisions of this CONTRACT or if the progress or quality of the work is unsatisfactory, Director or designee may serve written notice to CONSULTANT and if CONSULTANT fails within a period of ten (10) calendar days to correct such failure, COUNTY may terminate this CONTRACT upon thirty (30) days written notice to CONSULTANT. Upon termination CONSULTANT shall immediately cease performance of this CONTRACT and shall deliver to COUNTY all completed or partially completed work including but not limited to all original papers, records, drawings, models, and other materials set forth and described in this CONTRACT, within thirty (30) calendar days of the termination date established in the written Notice.

The CONSULTANT may terminate this CONTRACT for any reason upon thirty (30) days written notice, provided that any outstanding approved Task Order is completed by the CONSULTANT.

B. In the event of termination by the COUNTY, the COUNTY'S sole obligation to the CONSULTANT shall be payment for those portions of satisfactorily and completely performed work previously authorized and shall be determined on the basis of the work performed by the CONSULTANT, or the percentage of work complete as estimated by the CONSULTANT and agreed upon by the COUNTY up to the time of termination. In the event of such termination, the COUNTY may, without penalty or other obligation to the CONSULTANT, elect to employ other persons to perform the same or similar services.

- C. In the event of any form of claim, dispute, or controversy by or between the parties to this CONTRACT, the parties expressly and unequivocally agree to engage in good faith efforts to meet in person to resolve any and all such differences. Absent such informal resolution of any/all such dispute(s), the parties expressly agree to engage in pre-suit mediation in accordance with the applicable rules of procedure for such mediation as may be in force in the Judicial Circuit Courts in Brevard County.
- D. The terms of this CONTRACT may be modified upon the mutual Agreement of the CONSULTANT and the COUNTY as confirmed in writing.
- E. In the event that the CONSULTANT changes its name, merges with another company, becomes a subsidiary or makes other substantial change in structure or in the principals or project managers of the CONSULTANT, the COUNTY reserves the right to terminate this CONTRACT subject to the terms prescribed above.
- F. In the event of termination of this CONTRACT the CONSULTANT agrees to surrender any and all documents prepared by the CONSULTANT for the COUNTY in connection with this CONTRACT, of which, the COUNTY shall have full ownership thereof, CONSULTANT may retain copies of such documents for record purposes.

**XXI. RIGHT OF APPEAL**

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

**XXII. AUDIT RIGHTS**

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

**XXIII. 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. §1324 of the Immigration Nationality Act ("INA"). The COUNTY shall consider a violation of the INA as grounds for unilateral cancellation of this CONTRACT by the COUNTY.

**XXIV. EMPLOYMENT**

The CONSULTANT shall not engage the services of any person or persons now employed by the COUNTY, including any department, agency, board of commission thereof, to provide services relating to the CONTRACT without the written consent from the COUNTY.

**XXV. PUBLIC ENTITY CRIMES**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public crime may not perform work as a contractor, supplier, sub-contractor, or CONSULTANT under a CONTRACT with a public entity, and may not transfer business with

any public entity in excess of the threshold amount provided in section 287.017 F.S. for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

**XXVI. PROFESSIONAL STAFF, LICENSING AND SUBCONTRACTING**

CONSULTANT was selected in part because of the involvement of certain individuals employed by the CONSULTANT and identified on the Statement of Qualifications of the CONSULTANT. The CONSULTANT agrees that the persons identified in such document shall not be removed for the project without prior written approval by the COUNTY.

CONSULTANT shall notify COUNTY in the event of key personnel changes, which might affect this CONTRACT. Notification shall be made within ten (10) days prior to the changes. Any such request shall be supported by comprehensive documents outlining the reason(s) for the proposed substitution and include the specific qualifications of the proposed substitute. COUNTY has the right to reject proposed changes in key personnel. Further, COUNTY, in lieu of approving a substitution, may initiate other actions under the CONTRACT, including termination.

CONSULTANT shall at all times during the term of this CONTRACT at its own cost and expense, maintain such licenses as are required for the performance of work referenced herein by this CONTRACT.

CONSULTANT shall maintain an adequate and competent staff of professional engineers and/or architects licensed within the State of Florida.

The CONSULTANT shall not sub-contract, assign, or transfer any work under this CONTRACT without the prior written approval of the COUNTY. When applicable, the CONSULTANT shall cause the names of any sub-contracted firms responsible for major

portions (or separate specialty) of the work to be inserted in the pertinent documents or data. Such written consent includes the approval of a Task Order issued by the COUNTY provided the fee proposal for that Task Order indicates the use of such sub-Contractor.

Approval by COUNTY of any subcontract or of any work shall not relieve CONSULTANT of any responsibility for, or liability in connection with fulfillment of its obligations under this CONTRACT.

#### **XXVII. OWNERSHIP OF DOCUMENTS**

All documents including but not limited to: detailed reports, tracing, disks, plans, models, programs, specifications, maps, contract documents, record documents, original field survey, data notes, and other tangible work products developed by the CONSULTANT pursuant to this CONTRACT and any assigned Task Orders shall be delivered to and shall become the property of the COUNTY without restrictions or limitations upon their use or distribution and shall be made available by the CONSULTANT at any time upon request by the COUNTY. When each individual section of work requested pursuant to this CONTRACT is complete, all of the above work products shall be delivered to the COUNTY for its use.

The CONSULTANT shall not be liable for any damages, injury or costs associated with the COUNTY use or distribution of these documents for purposes other than those originally intended by the CONSULTANT.

#### **XXVIII. REUSE OF DOCUMENTS**

The CONSULTANT may not reuse data or work products developed by the CONSULTANT for the COUNTY without express written permission of the COUNTY. Any plans which the CONSULTANT provides under this CONTRACT shall contain a statement that

they are subject to reuse restrictions in accordance with the provisions of Florida Statutes 287.055.

**XXIX. QUALITY CONTROL**

The CONSULTANT warrants a high level of quality control and accuracy.

The CONSULTANT shall perform all services with the standard of care and skill ordinarily performed by like professionals performing similar work.

When necessary, the COUNTY may request additional data collection or re-analysis of data at no expense to the COUNTY. If the original data collected or data analysis is found to be accurate and reasonable, the CONSULTANT shall be compensated for the additional work in accordance with Section VIII of this Agreement.

**XXX. NON-EXCLUSIVE CONTRACT**

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

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

**XXXI. TRUTH-IN-NEGOTIATIONS**

In accordance with the provisions of Chapter 287.055, Florida Statutes, the CONSULTANT agrees to execute a truth-in-negotiations certificate stating that wage rates and other factual unit costs supporting the compensation of this CONTRACT are accurate, complete, and current at the time of contracting; and agrees the original CONTRACT price and

any additions may be adjusted to exclude any significant sums by which the COUNTY determines that such CONTRACT price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such CONTRACT adjustments shall be made within one (1) year following the end of the CONTRACT.

**XXXII. DISADVANTAGE BUSINESS ENTERPRISES/EQUAL OPPORTUNITY EMPLOYMENT**

The CONSULTANT shall endeavor to meet the minority business enterprise procurement goal set forth in F.S. 287.042.

During the performance of this CONTRACT the CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, sex, age religion, ancestry, handicap, marital status or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard of race, color, sex, age religion, ancestry, handicap, marital status or national origin.

**XXXIII. INTEREST OF COMMISSIONERS AND OTHERS**

No officers, members or employees of the COUNTY, and no members of its governing body, and no other public official of the governing body of the locality or localities in which services for the facilities are situated or carried out, who exercises 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 CONTRACT which affects their personal interest, or have any personal or pecuniary interest, direct or indirect, in this CONTRACT or the proceeds thereof.

**XXXIV. INTEREST OF CONSULTANT**

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

**XXXV. ENTIRETY OF CONTRACT**

This writing, together with signed Notices to Proceed that may follow, embody the entire CONTRACT and understanding between the parties hereto, and there are no other CONTRACTs and understandings, oral or written, with reference to the subject matter hereof that are not merged herein.

This CONTRACT supersedes all prior agreements, CONTRACTS, proposals, representations, negotiations, letters or other communications between the COUNTY and the CONSULTANT pertaining to services whether written or oral.

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

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

**XXXVI. 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.

**XXXVII. NOTICES**

Any notices, or other written communications pertaining to the enforcement of provisions contained within this CONTRACT from the CONSULTANT to the COUNTY shall be considered delivered when posted by certified mail or delivered in person to the following address:

Brevard County Manager's Office  
Attn: Frank Abbate, Assistant County Manager  
2725 Judge Fran Jamieson Way, Bldg C  
Viera, FL 32940

Any notices, or other written communications pertaining to the enforcement of provisions contained within this CONTRACT from the COUNTY to the CONSULTANT shall be considered delivered when posted by certified mail to the CONSULTANT at the last address left on file with the COUNTY or delivered in person to said CONSULTANT or the CONSULTANT'S authorized representative.

**XXXVIII. NON-LIABILITY OF INDIVIDUAL ENGINEERS**

This Agreement is a professional services contract, which meets the requirements of and is subject to Chapter 558, Florida Statutes. Accordingly,

**PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this

25 day of May, 2017.

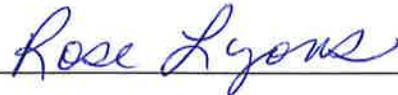
**INFRASTRUCTURE SOLUTIONS  
SERVICES, LLC**

**INFRASTRUCTURE SOLUTIONS  
SERVICES, LLC**

  
\_\_\_\_\_  
Brian M. Stahl, P.E., Member

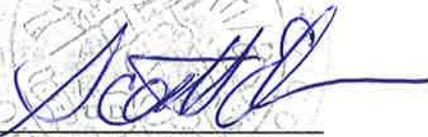
  
\_\_\_\_\_  
Kiran V. Kirkarni, P.E., Member

Witness:   
\_\_\_\_\_

Witness:   
\_\_\_\_\_

ATTEST:

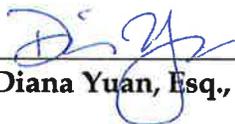
**BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA**

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

By:   
\_\_\_\_\_  
Curt Smith, Chairman

Approved by the Board on: September 20, 2016

Reviewed for legal form and content:

  
\_\_\_\_\_  
Diana Yuan, Esq., Assistant County Attorney

**TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT**

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

1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive a CONTRACT for professional services with the Board of County Commissioners of Brevard County, Florida.

2. That the undersigned firm is a corporation which engages in furnishing professional engineering services and is entering into a CONTRACT with the Board of County Commissioners of Brevard County, Florida to provide professional services for a project known as the Continuing Consultant.

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

4. That the wage rate information and other factual unit costs which the undersigned firm furnished were accurate, complete and current at the time the undersigned firm and the Board of County Commissions entered into the CONTRACT for professional services on the project.

5. That the CONTRACT which the undersigned firm and Brevard County entered into on this job contained a provision that the original CONTRACT price and any additions thereto shall be adjusted to include any significant sums by which the Board of County Commissioners determines the CONTRACT price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs and that all such CONTRACT adjustments shall be made within one year following the end of the CONTRACT.

FURTHER AFFIANT SAYETH NAUGHT.

By: Kiran Kulkarni

Title: Managing Member

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by KIRAN KULKARNI who has produced \_\_\_\_\_ as identification or is personally known to me.

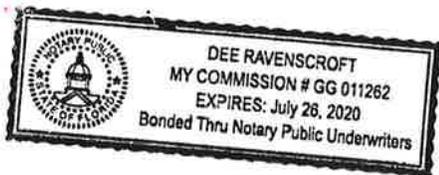
WITNESS my hand and official seal in the State and County last aforesaid this

22 day of May, 2017.

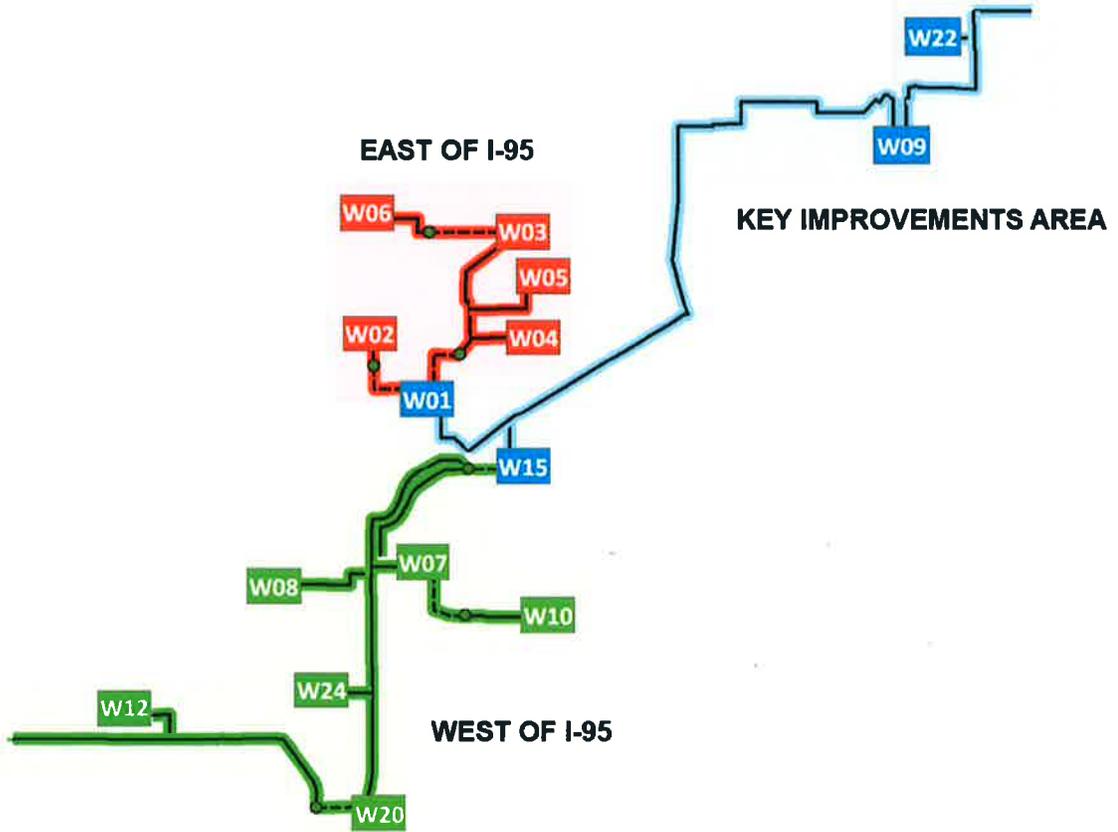
(SEAL)

Dee Ravenscroft  
Signature

DEE RAVENSCROFT  
Notary Name (typed or printed)



ATTACHMENT A





## PROFESSIONAL SERVICES AGREEMENT

This is an agreement entered into this 2 day of March, 2017, 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 Universal Engineering Sciences, Inc., hereinafter referred to as CONSULTANT.

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

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

All professional services provided by the CONSULTANT for the COUNTY shall be for all transportation projects, stormwater projects, impact fee projects, utility projects, parks and recreation projects, building construction projects, hazardous materials, etc, and as identified in Work Orders. Work Orders shall entail a description of services to be performed, a statement of fees, proposed schedule for compensation and a projected schedule for completion of the work to be performed by the CONSULTANT. A Work Order shall not give rise to any contractual rights until approved by the COUNTY in the form of a written Notice to Proceed signed by the Chairman of the Board of County Commissioners or other authorized representative of the COUNTY where approved by Board action. The written Notice to Proceed and specific Work Order, as approved by the COUNTY shall constitute an addendum to this Agreement.

### **SECTION II - COUNTY OBLIGATIONS**

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

### **SECTION III - PROFESSIONAL SERVICES**

Upon receipt of Notice to Proceed, CONSULTANT agrees to perform professional services associated with the requested work in accordance with the negotiated terms of the applicable Work Order, and in accordance with accepted professional standards and practices. The CONSULTANT warrants the adequacy of work provided under this Agreement and Work Orders, and agrees to correct any errors and omissions that may be required because work was found defective. This remedy shall be cumulative to all other remedies available under law.

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

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

### **SECTION IV - TIME OF COMPLETION**

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

A reasonable extension of time shall be granted in the event there is a delay on the part of the COUNTY in fulfilling its part of the Agreement or should weather conditions,

acts of God or hidden conditions delay performance of the CONSULTANT'S duties. Such extensions of time shall be the sole remedy of the CONSULTANT for such delays, and the CONSULTANT will not be entitled to any damages or any claim for extra compensation.

## **SECTION V – COMPENSATION**

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

- A. Core Testing and Hourly Rates - the CONSULTANT shall be compensated per the attached *Core Testing and Hourly Rates Schedule* (Attachment "A") for each test or the hourly rate stated in the written Work Order.
- B. Supplemental Testing and Hourly Rates - the CONSULTANT shall be compensated per the attached *Supplemental Testing and Hourly Rates Schedule* (Attachment "B") for each supplemental testing or the hourly rates stated in the written Work Order.
- C. Lump Sum Fee - The fee for any requested portion of work may, at the option of the COUNTY, be a lump sum mutually agreed upon by the COUNTY and the CONSULTANT and stated in the written Work Order.
- C. At least thirty (30) days prior to each anniversary date of this Agreement either party may request an adjustment to the rates provided for herein to apply in the forthcoming year. Failure of the parties to agree on a new rate shall constitute a basis for issuing a Notice of Termination by the COUNTY. Any proposed change in rates by the CONSULTANT shall be subject to the prior approval of the COUNTY. In the event the CONSULTANT requests a change in rate, either party may terminate this Agreement in accordance with Section XVI should the proposed rates or fees not be mutually acceptable.

## **SECTION VI - PAYMENT AND PARTIAL PAYMENTS**

Subject to the COUNTY'S right to withhold any amounts reasonably necessary to complete or correct defective or substandard work, the COUNTY shall make monthly payments or partial payments to the CONSULTANT for all authorized work performed during the previous calendar month.

- A. The CONSULTANT shall submit signed invoices to the COUNTY.
- B. The amount of each invoice submitted shall be the amount due for all services performed to date in connection with authorized work, as certified by the CONSULTANT. Each invoice shall include any authorized work and must reference the particular Work Order that authorized the services performed. The invoice shall be accompanied by documentation of testing reports.
- C. Invoices for work other than lump sum shall include a breakdown for each part of the work billed for each item and personnel as identified in Attachments "A" & "B".

## **SECTION VII - SCHEDULE OR WORK**

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

## **SECTION VIII - RIGHT OF DECISIONS**

All services shall be performed by the CONSULTANT to reasonable professional standards and practices and to the reasonable requirements of the COUNTY. The COUNTY Public Works staff shall decide and dispose of all claims, questions and disputes arising under this Agreement. Such determination shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event the CONSULTANT does not concur with the decisions of the COUNTY, within ten (10) days after determination by the Public Works staff, the

CONSULTANT shall present any such objections in writing to the COUNTY Public Works Department Director and, upon request, any adverse determination shall be referred to an appeal board comprised of a representative of the County Attorney's Office, County Manager and the Public Works Department for review and disposition at a hearing to be held within ten (10) days after receipt of the appeal. This paragraph does not constitute a waiver of either party's right to proceed in a court of competent jurisdiction, provided that prior to filing any suit the CONSULTANT goes through the appeal process established in this Agreement and provided further that the CONSULTANT strictly abides by the ten-day time deadline set forth in this paragraph.

#### **SECTION IX - OWNERSHIP OF DOCUMENTS**

All reports, tracing, plans, specifications, maps, contract documents, and/or other work products developed by the CONSULTANT pursuant to this Agreement shall become the property of the COUNTY without restrictions or limitations upon their use and shall be made available by the CONSULTANT at any time upon request by the COUNTY. When each individual section of work requested pursuant to this Agreement is complete, all of the above work products shall be delivered to the COUNTY for its use.

#### **SECTION X - REUSE OF DOCUMENTS**

The CONSULTANT may not reuse data or work products developed by the CONSULTANT for the COUNTY without express written permission of the COUNTY.

#### **SECTION XI – NOTICES**

Any notices, reports or other written communications from the CONSULTANT to the COUNTY shall be considered delivered when posted by mail, sent by e-mail, or delivered in person to the COUNTY.

Any notices, reports or other communications from the COUNTY to the CONSULTANT shall be considered delivered when posted by mail to the CONSULTANT at the last address left on file with the COUNTY, sent by e-mail, or delivered in person to said CONSULTANT or the CONSULTANT'S authorized representative.

## **SECTION XII - AUDIT RIGHTS**

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

## **SECTION XIII – PUBLIC RECORDS**

The CONSULTANT agrees to comply with public records laws, specifically to:

- (a) Keep and maintain copies of these documents and records for a period of five years after final payment is made and produce these documents and records upon request.
- (b) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (c) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (d) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (e) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

#### **SECTION XIV – SUBCONTRACTING**

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

#### **SECTION XV - CONTINGENT FEES**

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

#### **SECTION XVI - TERMINATION/MODIFICATION OF AGREEMENT**

- A. The COUNTY may terminate this Agreement for any reason upon thirty (30) days written notice. The CONSULTANT may terminate this Agreement for any reason upon thirty (30) days written notice, provided that any outstanding approved Work Order is completed by the CONSULTANT.
- B. In the event of termination by the COUNTY, the COUNTY'S sole obligation to the CONSULTANT shall be payment for those portions of satisfactorily completely performed work previously authorized by approved Work Order. Such payment shall be determined on the basis of the hours of work performed by the CONSULTANT, or the percentage or work complete as estimated by the CONSULTANT and agreed upon by the COUNTY up to the time of termination. In the event of such termination, the COUNTY

may, without penalty or other obligation to the CONSULTANT, elect to employ other persons to perform the same or similar services.

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

### **SECTION XVII - DURATION OF AGREEMENT**

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

### **SECTION XVIII – DEFAULT**

In the event the CONSULTANT fails to comply with the provisions of this Agreement, the COUNTY may declare the CONSULTANT in default by written notification. In the event partial payment has been made for professional services not completed, the CONSULTANT shall return any sums due to the COUNTY as a result of CONSULTANT'S default within ten (10) days after notice and demand that said sums are due. The CONSULTANT shall not be compensated on a percentage of any deficient professional services that have been performed at the time the COUNTY declares a default. The COUNTY shall pay for that portion, if any, of the performed work which is used or useful by any other consultant retained by the COUNTY to finish the work to the

extent that the COUNTY does not incur additional costs over those set forth in the CONSULTANT'S canceled Work Order.

**SECTION XIX - ATTORNEY'S FEES AND VENUE**

In the event of any legal action to enforce the terms of this contract, each party shall bear its own attorney's fees and costs. 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 XX - INDEMNIFICATION AND INSURANCE**

The COUNTY shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the COUNTY is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the CONSULTANT, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The CONSULTANT agrees to indemnify the COUNTY and pay the cost of the COUNTY'S legal defenses, including fees of attorneys as may be selected by the COUNTY, for all claims described in the hold harmless clause herein. Such payment on behalf of the COUNTY shall be in addition to any and all other legal remedies available to the COUNTY and shall not be considered to be the COUNTY'S exclusive remedy. It is agreed by the parties hereto that specific consideration has been received under this Agreement for this hold harmless/indemnification provision.

The CONSULTANT shall be required to procure and maintain, at their own expense and without cost to the COUNTY, 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 covers this contract, and "X-C-U" hazards.

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

Professional Liability Insurance policy in the amount of \$1,000,000 per claim.

Workers' Compensation Insurance (for statutory limits) as required by Florida Statutes, Chapter 440.

The CONSULTANT 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 Agreement. The Certificates of Insurance shall indicate that the policies have been endorsed to cover the COUNTY as an additional insured (a waiver of subrogation in lieu of additional insured status on the Workers' Compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the COUNTY.

#### **SECTION XXI - QUALITY CONTROL**

The CONSULTANT warrants 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 and reasonable, the CONSULTANT shall be compensated for the additional work in accordance with Section IV of this Agreement.

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

#### **SECTION XXII - NON EXCLUSIVE AGREEMENT**

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

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

**SECTION XXIII - TRUTH-IN-NEGOTIATIONS**

In accordance with the provisions of Chapter 287.055, Florida Statutes, the CONSULTANT 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.

**SECTION XXIV - INTEREST OF MEMBERS OF DISTRICT AND OTHERS**

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

**SECTION XXV - INTEREST OF CONSULTANT**

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

**SECTION XXVI - ENTIRETY OF AGREEMENT**

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

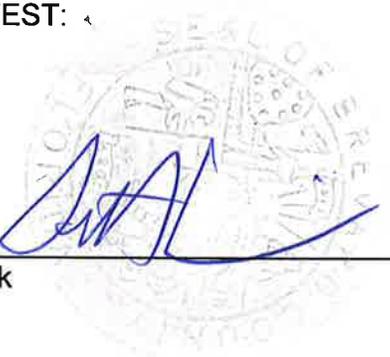
No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties hereto as an addendum to this Agreement, or as specifically prescribed in a Work Order.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA



  
\_\_\_\_\_  
Clerk

  
\_\_\_\_\_  
Curt Smith, Chairman

Approved by Board 3-2-2017

Reviewed for legal form and content:

  
\_\_\_\_\_  
Assistant County Attorney

ATTEST:

UNIVERSAL ENGINEERING SCIENCES, INC.

  
\_\_\_\_\_

  
\_\_\_\_\_  
Mark Israel, President

STATE OF FLORIDA     §  
COUNTY OF orange     §

I HEREBY CERTIFY that before me, an officer duly authorized to take acknowledgments, personally appeared Mark C. Israel to me known to be the President of Universal Engineering Sciences 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 25 day of JANUARY, 2017.

(SEAL)

Deborah A. Vaughn  
Signature

Deborah A. Vaughn  
Notary Name (typed or printed)

Corp Executive Assistant  
Title or Rank



TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT

STATE OF FLORIDA       §

COUNTY OF               §

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

1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive an agreement for professional services with the Board of County Commissioners of Brevard County, Florida.

2. That the undersigned firm is a corporation which engages in furnishing professional engineering services and is entering into an agreement with the Board of County Commissioners of Brevard County, Florida to provide professional services for a project known as the Geotechnical Continuing Consultant.

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

4. That the wage rate information and other factual unit costs that the undersigned firm furnished were accurate, complete and current at the time the undersigned firm and the Board of County Commissions entered into the agreement for professional services on the project.

5. That the agreement which the undersigned firm and Brevard County entered into on this job contained a provision that the original agreement price and any additions thereto shall be adjusted to include any significant sums by which the Board of County Commissioners determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs and that all such agreement adjustments shall be made within one year following the end of the agreement.

FURTHER AFFIANT SAYETH NAUGHT.

*[Handwritten signature]*

Mark C. Israel, President  
(Name & Title)

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

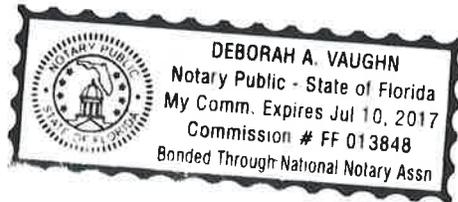
WITNESS my hand and official seal in the State and County last aforesaid this 25 day of January, 2017.

(SEAL)

*[Handwritten signature]*  
Signature

Deborah A. Vaughn  
Notary Name (typed or printed)

Corp Executive Assistant  
Title or Rank



**ATTACHMENT "A"**

**CONTINUING GEOTECHNICAL CORE TESTING SERVICES AND HOURLY RATES**

Quantity	Type of Test	Rates Unit Price
<b>1. Embankment - Pipe, Backfill, Sidewalk, Walls, Etc.</b>		
	Proctors (T-180)	95.00
	Densities (98%, 100%)	28.00
<b>2. Subgrade - 12" Type "B" Stabilization</b>		
	L.B.R. (Min 40)	285.00
	Proctors (T-180)	95.00
	Densities (98%) roadway	28.00
	Densities (98%) curb	28.00
	Densities (98%) shoulder	28.00
	Mix Depth	12.00
	Liquid Limit (additive)	85.00
<b>3. Base Cemented Coquina/Limerock</b>		
	L.B.R. (Min. 100)	285.00
	Proctors (T-180)	95.00
	Densities (98%) roadway	28.00
	Densities (98%) shoulder	28.00
	Thickness Cores & Patching Holes-4 or less - lump sum	210.00
	Thickness Cores & Patching Holes - 5 or more - each	50.00
	Carbonates	90.00
	Liquid Limit	90.00
<b>4. Asphalt Base Course</b>		
	Bitumin Extraction/Gradation of Aggregates/Marshall Stability	250.00
	Nuclear Densities	28.00
	Thickness Cores & Patching Holes-4 or less - lump sum	210.00
	Thickness Cores & Patching Holes - 5 or more - each	50.00
	Mix Designs - Marshall Stability Design Method	450.00
<b>5. Type "S" Asphalt</b>		
	Bitumin Extraction/Gradation of Aggregates/Marshall Stability	250.00
	Nuclear Densities	28.00
	Thickness Cores & Patching Holes Hot Mix (roadway)-4 or Less - L.S.	210.00
	Thickness Cores & Patching Holes Hot Mix (roadway)-5 or more - Ea.	50.00
	Thickness Cores & Patching Holes Hot Mix (shoulder)-4 or Less - L.S.	210.00
	Thickness Cores & Patching Holes Hot Mix (roadway)-5 or more - Ea.	50.00
	Mix Designs-Marshall Stability Design Method	575.00
	Control Strip Density Setup	325.00

Quantity	Type of Test	Rates Unit Price
<b>6. Super Pave Asphalt - SP 9.5, SP 12.5 &amp; SP 19.0</b>		
	Bitumin Extraction/Gradation of Aggregates	210.00
	Volumetrics	300.00
	Nuclear Densities	28.00
	Thickness Cores & Patching Holes Hot Mix (roadway)-4 or Less - L.S.	210.00
	Thickness Cores & Patching Holes Hot Mix (roadway)-5 or more - Ea.	50.00
	Thickness Cores & Patching Holes Hot Mix (shoulder)-4 or Less - L.S.	210.00
	Thickness Cores & Patching Holes Hot Mix (shoulder)-5 or more - Ea.	50.00
	Mix Designs-FDOT 334-3.2.1	575.00
	Control Strip Density Setup	325.00
	FDOT Section 334.5 - Asphalt Inspector in Asphalt Plant - Check Mix - P	65.00
	Density Cores	17.00
<b>7. Friction Course - FC-5, FC-9.5, FC-12.5</b>		
	Bitumin Extraction/Gradation of Aggregates	210.00
	Volumetrics	300.00
	Nuclear Densities	28.00
	Control Strip Density Setup	325.00
	Thickness Cores & Patching Holes (Hot Mix) - 4 or Less - Lump Sum	210.00
	Thickness Cores & Patching Holes (Hot Mix) - 5 or More - Ea.	50.00
	Mix Designs - Marshall Stability Design Method	575.00
	FDOT Section 334.5 - Asphalt Inspector in Asphalt Plant - Check Mix - P	65.00
	Density Cores	17.00
<b>8. Concrete - Class I (C.I.P. 3000 PSI) - Curb, Drainage Structures, Sidewalk, Walls, Etc.</b>		
	Set Compression Test (3 cylinders/set) (6" x 12" Only)	90.00
	Set Compression Test (3 cylinders/set) (4" x 8" Only)	90.00
	% Air Entrainment	20.00
	Slump Test	20.00
<b>9. Soil</b>		
	Organic Content	35.00
	PH	35.00
<b>10. Underdrain</b>		
	Aggregate Gradation	60.00
<b>11. High Density Polyethylene Liner</b>		
	Non-Destructive Tests	Attachment B
<b>12. Rip Rap</b>		
	Organic Colormetric	42.00
	Sand Gradation	50.00
<b>13. Pressure Test (Contingency Item)</b>		
	Irrigation 12" PVC Pipes (150 PSI for 2 hours)	325.00
	Note: (Price must include all hardware to seal pipe ends for tests.)	

Quantity	Type of Test	Rates Unit Price
<b>14. Soil Cement - To Comply w/FDOT Spec 270 - Prior to Construction</b>		
	Testing existing earth for compatibility	45.00
	Testing existing roadway for additional marl	57.00
	Soil cement design mix	375.00
<b>15. Soil Cement - To Comply w/FDOT Spec 270 - During Construction</b>		
	Equipment check (type, number, condition)	50.00
	Moisture Content	14.00
	Pill	60.00
	Depth check	13.00
<b>16. Soil Cement - To Comply w/FDOT Spec 270 - After Construction</b>		
	Densities	28.00
<b>17. Testing Technician On-site - when requested</b>		
	Hourly rate for testing technician on-site to	53.00
	include all charges for conducting all field tests such	
	as, density tests on soils and asphalt, thickness cores	
	and making concrete cylinders. All fees for materials testing in the lab	
	remain the same as above, except for concrete cylinder	
	handling in the lab which shall be quoted below.	
	Set compression Test (3 cylinders/set)	50.00
<b>18. MSE Walls Section 548</b>		
	Maximum Density Determination	135.00
	Corrosion Series (ph, R, Cl, S)	225.00
	Grain Size Determination	54.00
<b>19. Professional &amp; Technical Services</b>		
	Principal Engineer/ Scientist/FLAC	\$150.00 per hour
	Registered Senior Engineer/Scientist	\$125.00 per hour
	Project Engineer/Scientist	\$103.00 per hour
	Staff Engineer/Scientist	\$85.00 per hour
	Field Service Manager	\$70.00 per hour
	Environmental Asbestos Technician	\$70.00 per hour
	Senior Engineering Technician	\$65.00 per hour
	Engineering Technician	\$55.00 per hour
	Draftsman/CAD	\$65.00 per hour
	Technical Secretary/Adminitrative Assistant	\$50.00 per hour
	Certified Weld Inspector	\$65.00 per hour
	Drilled Shaft Inspector	\$65.00 per hour

- 1.) All laboratory testing will be performed in accordance with Florida Sampling and Testing Methods or ASTM or by related directives. Laboratory testing will include the following as required by the needs of the project:
  - a. Organic content (FM 1-T 267)
  - b. Moisture content (FM 1-T 265)
  - c. Sieve Analysis (FM 1-T 88)
  - d. Particulate Size Analysis with hydrometer (FM 1-T 88)
  - e. Specific Gravity (FM 1-T 100)
  - f. Torvane Sensitivity
  - g. Atterberg Limits (FM 1-T 89/90)
  - h. Consolidation (FM 1-T 216) \*  
\* With an unload/reload cycle near the preconsolidation pressure.
- 2.) **F.D.O.T. Density log book is required to be developed, maintained and completed by Testing Company for road projects. This log book must be maintained on a daily basis and available to the County immediately upon start of construction. Full time testing technician will be required on-site during heavy construction periods.**
- 3.) Firms must have all field equipments (Troxler, Speedys, etc.) recalibrated as required by FDOT. Calibration Certificates to be sent to Brevard County Construction Management quarterly.
- 4.) Firms must provide a cell-phone for the on-site testing man to be worn at all times.
- 5.) If the nuclear machine troxler breaks down on the job site, firms shall use the sand cone method for density on embankment, subgrade, base rock, etc. for the same price for nuclear densities until a replacement to the troxler can be made.
- 6.) Water tests per FM-5-506, Flexural test per FM-1T-097. L.B.R. should include minimum of 4 points, and modified proctor in accordance with FDOT method FM-5-515.
- 7.) Unit Costs for tests include all labor, material, equipment, and reports associated with test requested.
- 8.) The fee for any requested work, at the option of the County, may be hourly rate and/or lump sum.
- 9.) Testing work performed over water will be at 1.5 times the above unit prices.
- 10.) **Invoices must clearly identify test reports, projects and work order that are being billed. Test reports submittal will be identified in individual work orders. Submittals may be hard copy and/or electronic signed and sealed results.**

**Attachment "B"**  
**Fee Schedule**  
**Continuing Geotechnical Testing Services**  
**Universal Engineering Sciences, Inc.**  
**Rockledge, Florida**  
**2016**

Drilling Services	
Mobilization/Demobilization	\$315.00
Standard Penetration Test Boring (per foot 0-40)	\$13.00
Standard Penetration Test Boring (per foot 40-80)	\$15.00
Standard Penetration Test Boring (per foot 80+)	\$17.00
Piezometer (per foot)	\$10.00
Auger Boring	\$11.00
Permanent well (per foot)	\$46.00
Other	
Asbestos PLM Samples (each)	\$15.00

## PROFESSIONAL SERVICES AGREEMENT

This is an agreement entered into this 2 day of March, 2017, 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 Terracon Consultants, Inc., hereinafter referred to as CONSULTANT.

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

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

All professional services provided by the CONSULTANT for the COUNTY shall be for all transportation projects, stormwater projects, impact fee projects, utility projects, parks and recreation projects, building construction projects, hazardous materials, etc, and as identified in Work Orders. Work Orders shall entail a description of services to be performed, a statement of fees, proposed schedule for compensation and a projected schedule for completion of the work to be performed by the CONSULTANT. A Work Order shall not give rise to any contractual rights until approved by the COUNTY in the form of a written Notice to Proceed signed by the Chairman of the Board of County Commissioners or other authorized representative of the COUNTY where approved by Board action. The written Notice to Proceed and specific Work Order, as approved by the COUNTY shall constitute an addendum to this Agreement.

### **SECTION II - COUNTY OBLIGATIONS**

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

### **SECTION III - PROFESSIONAL SERVICES**

Upon receipt of Notice to Proceed, CONSULTANT agrees to perform professional services associated with the requested work in accordance with the negotiated terms of the applicable Work Order, and in accordance with accepted professional standards and practices. The CONSULTANT warrants the adequacy of work provided under this Agreement and Work Orders, and agrees to correct any errors and omissions that may be required because work was found defective. This remedy shall be cumulative to all other remedies available under law.

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

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

### **SECTION IV - TIME OF COMPLETION**

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

A reasonable extension of time shall be granted in the event there is a delay on the part of the COUNTY in fulfilling its part of the Agreement or should weather conditions,

acts of God or hidden conditions delay performance of the CONSULTANT'S duties. Such extensions of time shall be the sole remedy of the CONSULTANT for such delays, and the CONSULTANT will not be entitled to any damages or any claim for extra compensation.

#### **SECTION V – COMPENSATION**

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

- A. Core Testing and Hourly Rates - the CONSULTANT shall be compensated per the attached *Core Testing and Hourly Rates Schedule* (Attachment "A") for each test or the hourly rate stated in the written Work Order.
- B. Supplemental Testing and Hourly Rates - the CONSULTANT shall be compensated per the attached *Supplemental Testing and Hourly Rates Schedule* (Attachment "B") for each supplemental testing or the hourly rates stated in the written Work Order.
- C. Lump Sum Fee - The fee for any requested portion of work may, at the option of the COUNTY, be a lump sum mutually agreed upon by the COUNTY and the CONSULTANT and stated in the written Work Order.
- C. At least thirty (30) days prior to each anniversary date of this Agreement either party may request an adjustment to the rates provided for herein to apply in the forthcoming year. Failure of the parties to agree on a new rate shall constitute a basis for issuing a Notice of Termination by the COUNTY. Any proposed change in rates by the CONSULTANT shall be subject to the prior approval of the COUNTY. In the event the CONSULTANT requests a change in rate, either party may terminate this Agreement in accordance with Section XVI should the proposed rates or fees not be mutually acceptable.

## **SECTION VI - PAYMENT AND PARTIAL PAYMENTS**

Subject to the COUNTY'S right to withhold any amounts reasonably necessary to complete or correct defective or substandard work, the COUNTY shall make monthly payments or partial payments to the CONSULTANT for all authorized work performed during the previous calendar month.

- A. The CONSULTANT shall submit signed invoices to the COUNTY.
- B. The amount of each invoice submitted shall be the amount due for all services performed to date in connection with authorized work, as certified by the CONSULTANT. Each invoice shall include any authorized work and must reference the particular Work Order that authorized the services performed. The invoice shall be accompanied by documentation of testing reports.
- C. Invoices for work other than lump sum shall include a breakdown for each part of the work billed for each item and personnel as identified in Attachments "A" & "B".

## **SECTION VII - SCHEDULE OR WORK**

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

## **SECTION VIII - RIGHT OF DECISIONS**

All services shall be performed by the CONSULTANT to reasonable professional standards and practices and to the reasonable requirements of the COUNTY. The COUNTY Public Works staff shall decide and dispose of all claims, questions and disputes arising under this Agreement. Such determination shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event the CONSULTANT does not concur with the decisions of the COUNTY, within ten (10) days after determination by the Public Works staff, the

CONSULTANT shall present any such objections in writing to the COUNTY Public Works Department Director and, upon request, any adverse determination shall be referred to an appeal board comprised of a representative of the County Attorney's Office, County Manager and the Public Works Department for review and disposition at a hearing to be held within ten (10) days after receipt of the appeal. This paragraph does not constitute a waiver of either party's right to proceed in a court of competent jurisdiction, provided that prior to filing any suit the CONSULTANT goes through the appeal process established in this Agreement and provided further that the CONSULTANT strictly abides by the ten-day time deadline set forth in this paragraph.

**SECTION IX - OWNERSHIP OF DOCUMENTS**

All reports, tracing, plans, specifications, maps, contract documents, and/or other work products developed by the CONSULTANT pursuant to this Agreement shall become the property of the COUNTY without restrictions or limitations upon their use and shall be made available by the CONSULTANT at any time upon request by the COUNTY. When each individual section of work requested pursuant to this Agreement is complete, all of the above work products shall be delivered to the COUNTY for its use.

**SECTION X - REUSE OF DOCUMENTS**

The CONSULTANT may not reuse data or work products developed by the CONSULTANT for the COUNTY without express written permission of the COUNTY.

**SECTION XI – NOTICES**

Any notices, reports or other written communications from the CONSULTANT to the COUNTY shall be considered delivered when posted by mail, sent by e-mail, or delivered in person to the COUNTY.

Any notices, reports or other communications from the COUNTY to the CONSULTANT shall be considered delivered when posted by mail to the CONSULTANT at the last address left on file with the COUNTY, sent by e-mail, or delivered in person to said CONSULTANT or the CONSULTANT'S authorized representative.

**SECTION XII - AUDIT RIGHTS**

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

**SECTION XIII – PUBLIC RECORDS**

The CONSULTANT agrees to comply with public records laws, specifically to:

- (a) Keep and maintain copies of these documents and records for a period of five years after final payment is made and produce these documents and records upon request.
- (b) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (c) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (d) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (e) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

#### **SECTION XIV – SUBCONTRACTING**

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

#### **SECTION XV - CONTINGENT FEES**

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

#### **SECTION XVI - TERMINATION/MODIFICATION OF AGREEMENT**

- A. The COUNTY may terminate this Agreement for any reason upon thirty (30) days written notice. The CONSULTANT may terminate this Agreement for any reason upon thirty (30) days written notice, provided that any outstanding approved Work Order is completed by the CONSULTANT.
- B. In the event of termination by the COUNTY, the COUNTY'S sole obligation to the CONSULTANT shall be payment for those portions of satisfactorily completely performed work previously authorized by approved Work Order. Such payment shall be determined on the basis of the hours of work performed by the CONSULTANT, or the percentage or work complete as estimated by the CONSULTANT and agreed upon by the COUNTY up to the time of termination. In the event of such termination, the COUNTY

may, without penalty or other obligation to the CONSULTANT, elect to employ other persons to perform the same or similar services.

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

### **SECTION XVII - DURATION OF AGREEMENT**

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

### **SECTION XVIII – DEFAULT**

In the event the CONSULTANT fails to comply with the provisions of this Agreement, the COUNTY may declare the CONSULTANT in default by written notification. In the event partial payment has been made for professional services not completed, the CONSULTANT shall return any sums due to the COUNTY as a result of CONSULTANT'S default within ten (10) days after notice and demand that said sums are due. The CONSULTANT shall not be compensated on a percentage of any deficient professional services that have been performed at the time the COUNTY declares a default. The COUNTY shall pay for that portion, if any, of the performed work which is used or useful by any other consultant retained by the COUNTY to finish the work to the

extent that the COUNTY does not incur additional costs over those set forth in the CONSULTANT'S canceled Work Order.

### **SECTION XIX - ATTORNEY'S FEES AND VENUE**

In the event of any legal action to enforce the terms of this contract, each party shall bear its own attorney's fees and costs. 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 XX - INDEMNIFICATION AND INSURANCE**

The COUNTY shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the COUNTY is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the CONSULTANT, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The CONSULTANT agrees to indemnify the COUNTY and pay the cost of the COUNTY'S legal defenses, including fees of attorneys as may be selected by the COUNTY, for all claims described in the hold harmless clause herein. Such payment on behalf of the COUNTY shall be in addition to any and all other legal remedies available to the COUNTY and shall not be considered to be the COUNTY'S exclusive remedy. It is agreed by the parties hereto that specific consideration has been received under this Agreement for this hold harmless/indemnification provision.

The CONSULTANT shall be required to procure and maintain, at their own expense and without cost to the COUNTY, 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 covers this contract, and "X-C-U" hazards.

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

Professional Liability Insurance policy in the amount of \$1,000,000 per claim.

Workers' Compensation Insurance (for statutory limits) as required by Florida Statutes, Chapter 440.

The CONSULTANT 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 Agreement. The Certificates of Insurance shall indicate that the policies have been endorsed to cover the COUNTY as an additional insured (a waiver of subrogation in lieu of additional insured status on the Workers' Compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the COUNTY.

#### **SECTION XXI - QUALITY CONTROL**

The CONSULTANT warrants 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 and reasonable, the CONSULTANT shall be compensated for the additional work in accordance with Section IV of this Agreement.

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

#### **SECTION XXII - NON EXCLUSIVE AGREEMENT**

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

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

### **SECTION XXIII - TRUTH-IN-NEGOTIATIONS**

In accordance with the provisions of Chapter 287.055, Florida Statutes, the CONSULTANT 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.

### **SECTION XXIV - INTEREST OF MEMBERS OF DISTRICT AND OTHERS**

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

### **SECTION XXV - INTEREST OF CONSULTANT**

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

### **SECTION XXVI - ENTIRETY OF AGREEMENT**

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

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

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA



  
\_\_\_\_\_  
Clerk

  
\_\_\_\_\_  
Curt Smith, Chairman  
Approved by Board 3-2-2017

Reviewed for legal form and content:

  
\_\_\_\_\_  
Assistant County Attorney

ATTEST:

TERRACON CONSULTANTS, INC.

  
\_\_\_\_\_

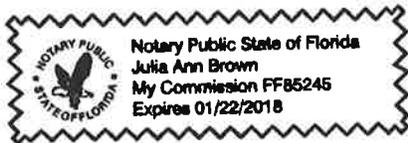
  
\_\_\_\_\_  
Richard G. Acree, P.E., Vice-President

STATE OF FLORIDA     §  
COUNTY OF Orange     §

I HEREBY CERTIFY that before me, an officer duly authorized to take acknowledgments, personally appeared Richard G. Acree, P.E. to me known to be the Senior Principal 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 25th day of January, 2017.

(SEAL)



Julia Ann Brown  
Signature

Julia Ann Brown  
Notary Name (typed or printed)

\_\_\_\_\_  
Title or Rank

TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT

STATE OF FLORIDA     §  
COUNTY OF           §

Before me, the undersigned authority, personally appeared Affiant, Richard G. Acree, P.E. \_\_\_\_\_ who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive an agreement for professional services with the Board of County Commissioners of Brevard County, Florida.

2. That the undersigned firm is a corporation which engages in furnishing professional engineering services and is entering into an agreement with the Board of County Commissioners of Brevard County, Florida to provide professional services for a project known as the Geotechnical Continuing Consultant.

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

4. That the wage rate information and other factual unit costs that the undersigned firm furnished were accurate, complete and current at the time the undersigned firm and the Board of County Commissions entered into the agreement for professional services on the project.

5. That the agreement which the undersigned firm and Brevard County entered into on this job contained a provision that the original agreement price and any additions thereto shall be adjusted to include any significant sums by which the Board of County Commissioners determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs and that all such agreement adjustments shall be made within one year following the end of the agreement.

FURTHER AFFIANT SAYETH NAUGHT.

*Richard G. Acree*

Richard G. Acree, P.E., Senior Principal  
(Name & Title)

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

WITNESS my hand and official seal in the State and County last aforesaid this 25th day of January, 2017.

(SEAL)



*Julia Ann Brown*  
Signature

Julia Ann Brown  
Notary Name (typed or printed)

\_\_\_\_\_  
Title or Rank

**ATTACHMENT "A"**

**CONTINUING GEOTECHNICAL CORE TESTING SERVICES AND HOURLY RATES**

Quantity	Type of Test	Rates Unit Price
<b>1. Embankment - Pipe, Backfill, Sidewalk, Walls, Etc.</b>		
	Proctors (T-180)	95.00
	Densities (98%, 100%)	28.00
<b>2. Subgrade - 12" Type "B" Stabilization</b>		
	L.B.R. (Min 40)	285.00
	Proctors (T-180)	95.00
	Densities (98%) roadway	28.00
	Densities (98%) curb	28.00
	Densities (98%) shoulder	28.00
	Mix Depth	12.00
	Liquid Limit (additive)	85.00
<b>3. Base Cemented Coquina/Limerock</b>		
	L.B.R. (Min. 100)	285.00
	Proctors (T-180)	95.00
	Densities (98%) roadway	28.00
	Densities (98%) shoulder	28.00
	Thickness Cores & Patching Holes-4 or less - lump sum	210.00
	Thickness Cores & Patching Holes - 5 or more - each	50.00
	Carbonates	90.00
	Liquid Limit	90.00
<b>4. Asphalt Base Course</b>		
	Bitumin Extraction/Gradation of Aggregates/Marshall Stability	250.00
	Nuclear Densities	28.00
	Thickness Cores & Patching Holes-4 or less - lump sum	210.00
	Thickness Cores & Patching Holes - 5 or more - each	50.00
	Mix Designs - Marshall Stability Design Method	450.00
<b>5. Type "S" Asphalt</b>		
	Bitumin Extraction/Gradation of Aggregates/Marshall Stability	250.00
	Nuclear Densities	28.00
	Thickness Cores & Patching Holes Hot Mix (roadway)-4 or Less - L.S.	210.00
	Thickness Cores & Patching Holes Hot Mix (roadway)-5 or more - Ea.	50.00
	Thickness Cores & Patching Holes Hot Mix (shoulder)-4 or Less - L.S.	210.00
	Thickness Cores & Patching Holes Hot Mix (roadway)-5 or more - Ea.	50.00
	Mix Designs-Marshall Stability Design Method	575.00
	Control Strip Density Setup	325.00

Quantity	Type of Test	Rates Unit Price
<b>6. Super Pave Asphalt - SP 9.5, SP 12.5 &amp; SP 19.0</b>		
	Bitumin Extraction/Gradation of Aggregates	210.00
	Volumetrics	300.00
	Nuclear Densities	28.00
	Thickness Cores & Patching Holes Hot Mix (roadway)-4 or Less - L.S.	210.00
	Thickness Cores & Patching Holes Hot Mix (roadway)-5 or more - Ea.	50.00
	Thickness Cores & Patching Holes Hot Mix (shoulder)-4 or Less - L.S.	210.00
	Thickness Cores & Patching Holes Hot Mix (shoulder)-5 or more - Ea.	50.00
	Mix Designs-FDOT 334-3.2.1	575.00
	Control Strip Density Setup	325.00
	FDOT Section 334.5 - Asphalt Inspector in Asphalt Plant - Check Mix - P	65.00
	Density Cores	17.00
<b>7. Friction Course - FC-5, FC-9.5, FC-12.5</b>		
	Bitumin Extraction/Gradation of Aggregates	210.00
	Volumetrics	300.00
	Nuclear Densities	28.00
	Control Strip Density Setup	325.00
	Thickness Cores & Patching Holes (Hot Mix) - 4 or Less - Lump Sum	210.00
	Thickness Cores & Patching Holes (Hot Mix) - 5 or More - Ea.	50.00
	Mix Designs - Marshall Stability Design Method	575.00
	FDOT Section 334.5 - Asphalt Inspector in Asphalt Plant - Check Mix - P	65.00
	Density Cores	17.00
<b>8. Concrete - Class I (C.I.P. 3000 PSI) - Curb, Drainage Structures, Sidewalk, Walls, Etc.</b>		
	Set Compression Test (3 cylinders/set) (6" x 12" Only)	90.00
	Set Compression Test (3 cylinders/set) (4" x 8" Only)	90.00
	% Air Entrainment	20.00
	Slump Test	20.00
<b>9. Soil</b>		
	Organic Content	35.00
	PH	35.00
<b>10. Underdrain</b>		
	Aggregate Gradation	60.00
<b>11. High Density Polyethylene Liner</b>		
	Non-Destructive Tests	Attachment B
<b>12. Rip Rap</b>		
	Organic Colormetric	42.00
	Sand Gradation	50.00
<b>13. Pressure Test (Contingency Item)</b>		
	Irrigation 12" PVC Pipes (150 PSI for 2 hours)	325.00
	Note: (Price must include all hardware to seal pipe ends for tests.)	

Quantity	Type of Test	Rates Unit Price
<b>14. Soil Cement - To Comply w/FDOT Spec 270 - Prior to Construction</b>		
	Testing existing earth for compatibility	45.00
	Testing existing roadway for additional marl	57.00
	Soil cement design mix	375.00
<b>15. Soil Cement - To Comply w/FDOT Spec 270 - During Construction</b>		
	Equipment check (type, number, condition)	50.00
	Moisture Content	14.00
	Pill	60.00
	Depth check	13.00
<b>16. Soil Cement - To Comply w/FDOT Spec 270 - After Construction</b>		
	Densities	28.00
<b>17. Testing Technician On-site - when requested</b>		
	Hourly rate for testing technician on-site to	53.00
	include all charges for conducting all field tests such as, density tests on soils and asphalt, thickness cores and making concrete cylinders. All fees for materials testing in the lab remain the same as above, except for concrete cylinder handling in the lab which shall be quoted below.	
	Set compression Test (3 cylinders/set)	50.00
<b>18. MSE Walls Section 548</b>		
	Maximum Density Determination	135.00
	Corrosion Series (ph, R, Cl, S)	225.00
	Grain Size Determination	54.00
<b>19. Professional &amp; Technical Services</b>		
	Principal Engineer/ Scientist/FLAC	\$150.00 per hour
	Registered Senior Engineer/Scientist	\$125.00 per hour
	Project Engineer/Scientist	\$103.00 per hour
	Staff Engineer/Scientist	\$85.00 per hour
	Field Service Manager	\$70.00 per hour
	Environmental Asbestos Technician	\$70.00 per hour
	Senior Engineering Technician	\$65.00 per hour
	Engineering Technician	\$55.00 per hour
	Draftsman/CAD	\$65.00 per hour
	Technical Secretary/Adminitrative Assistant	\$50.00 per hour
	Certified Weld Inspector	\$65.00 per hour
	Drilled Shaft Inspector	\$65.00 per hour

- 1.) All laboratory testing will be performed in accordance with Florida Sampling and Testing Methods or ASTM or by related directives. Laboratory testing will include the following as required by the needs of the project:
  - a. Organic content (FM 1-T 267)
  - b. Moisture content (FM 1-T 265)
  - c. Sieve Analysis (FM 1-T 88)
  - d. Particulate Size Analysis with hydrometer (FM 1-T 88)
  - e. Specific Gravity (FM 1-T 100)
  - f. Torvane Sensitivity
  - g. Atterberg Limits (FM 1-T 89/90)
  - h. Consolidation (FM 1-T 216) \*  
\* With an unload/reload cycle near the preconsolidation pressure.
- 2.) **F.D.O.T. Density log book is required to be developed, maintained and completed by Testing Company for road projects. This log book must be maintained on a daily basis and available to the County immediately upon start of construction. Full time testing technician will be required on-site during heavy construction periods.**
- 3.) Firms must have all field equipments (Troxler, Speedys, etc.) recalibrated as required by FDOT. Calibration Certificates to be sent to Brevard County Construction Management quarterly.
- 4.) Firms must provide a cell-phone for the on-site testing man to be worn at all times.
- 5.) If the nuclear machine troxler breaks down on the job site, firms shall use the sand cone method for density on embankment, subgrade, base rock, etc. for the same price for nuclear densities until a replacement to the troxler can be made.
- 6.) Water tests per FM-5-506, Flexural test per FM-1T-097. L.B.R. should include minimum of 4 points, and modified proctor in accordance with FDOT method FM-5-515.
- 7.) Unit Costs for tests include all labor, material, equipment, and reports associated with test requested.
- 8.) The fee for any requested work, at the option of the County, may be hourly rate and/or lump sum.
- 9.) Testing work performed over water will be at 1.5 times the above unit prices.
- 10.) **Invoices must clearly identify test reports, projects and work order that are being billed. Test reports submittal will be identified in individual work orders. Submittals may be hard copy and/or electronic signed and sealed results.**

**TERRACON**

**ATTACHMENT B - SUPPLEMENTAL TESTING and HOURLY RATES SCHEDULE**

Description of Work	Test Method	Unit	Rate
<b>Field Services</b>			
Prestress/PCI Level II Inspector	-	hour	\$ 65.00
Asphalt Technician	-	hour	\$ 65.00
Batch Plant Technician	-	hour	\$ 80.00
Drilled Shaft Technician	-	hour	\$ 80.00
Certified Welding Inspector	-	hour	\$ 100.00
Metals NDT Technician	-	hour	\$ 125.00
Threshold/Special Inspector's Agent	-	hour	\$ 75.00
<b>Field Services - CONCRETE</b>			
Pachometer/Reinforcing Steel Locator (equipment only)	-	day	\$ 50.00
Calcium Chloride Moisture Emmission Test (kit only)	ASTM F1869	each	\$ 85.00
Schmidt Rebound Hammer - Swiss Hammer (equipment only)	ASTM C805	day	\$ 50.00
Windsor Probes (Set of 3 probes)	ASTM C803	set	\$ 55.00
Windsor Probe Device (equipment only)		day	\$ 95.00
Floor Flatness Testing (All Inclusive, up to 15,000 s.f. of pour area)	ASTM E1155	each	\$ 550.00
Relative Humidity (equipment only)	-	day	\$ 125.00
Relative Humidity Sensor	ASTM F2170	each	\$ 55.00
Concrete Alkalinity	F710-11	each	\$ 45.00
<b>Field Services -STRUCTURAL STEEL</b>			
UT Machine & Consumables (equipment only)	-	day	\$ 200.00
Skidmore (equipment only)	-	day	\$ 100.00
Torque Wrench (equipment only)	-	day	\$ 75.00
Magnetic Particle (equipment only)	-	day	\$ 100.00
Dye Penetrant Equipment (equipment only)	-	day	\$ 100.00
<b>Field Services - FIREPROOFING</b>			
SFRM Thickness Inspector	ASTM E736	hour	\$ 65.00
SFRM Adhesion/Cohesion Inspector	ASTM E736	hour	\$ 65.00
SFRM Density		each	\$ 60.00
Intumescent Fireproofing (equipment only)	-	day	\$ 85.00
<b>Laboratory Services - MASONRY</b>			
CMU Gross & Net Area,Absorption,Density,Moisture Content	ASTM C140	each	\$ 65.00
CMU Compressive Strength; Standard 6" or 8" Block	ASTM C140	each	\$ 65.00
Compressive Strength of Masonry Block Prism (hollow)	ASTM C1314	each	\$ 130.00
6" & 8" Block Grouted Prisms		each	\$ 300.00
Compressive Strength of 3.5" x 3.5" x 7" Grout Prism	ASTM C1019	each	\$ 145.00
Compressive Strength of 2" x 2" x 2" Mortar Cube or 3" cylinder	ASTM C109	each	\$ 145.00

1. Hourly rates for technicians are portal to portal.
2. An overtime multiplier of 1.5 will be applied to the above rates for any work performed between 4:00 pm to 7:00 am, weekends, holidays, and over 8 hours per day.
3. Consultation/meetings will be invoiced at the applicable hourly rate plus mileage.
4. Rates for services not listed will be provided, as requested.

## PROFESSIONAL SERVICES AGREEMENT

This is an agreement entered into this 12 day of March, 2017, 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 Ardaman & Associates, Inc., hereinafter referred to as CONSULTANT.

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

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

All professional services provided by the CONSULTANT for the COUNTY shall be for all transportation projects, stormwater projects, impact fee projects, utility projects, parks and recreation projects, building construction projects, hazardous materials, etc, and as identified in Work Orders. Work Orders shall entail a description of services to be performed, a statement of fees, proposed schedule for compensation and a projected schedule for completion of the work to be performed by the CONSULTANT. A Work Order shall not give rise to any contractual rights until approved by the COUNTY in the form of a written Notice to Proceed signed by the Chairman of the Board of County Commissioners or other authorized representative of the COUNTY where approved by Board action. The written Notice to Proceed and specific Work Order, as approved by the COUNTY shall constitute an addendum to this Agreement.

### **SECTION II - COUNTY OBLIGATIONS**

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

### **SECTION III - PROFESSIONAL SERVICES**

Upon receipt of Notice to Proceed, CONSULTANT agrees to perform professional services associated with the requested work in accordance with the negotiated terms of the applicable Work Order, and in accordance with accepted professional standards and practices. The CONSULTANT warrants the adequacy of work provided under this Agreement and Work Orders, and agrees to correct any errors and omissions that may be required because work was found defective. This remedy shall be cumulative to all other remedies available under law.

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

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

### **SECTION IV - TIME OF COMPLETION**

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

A reasonable extension of time shall be granted in the event there is a delay on the part of the COUNTY in fulfilling its part of the Agreement or should weather conditions,

acts of God or hidden conditions delay performance of the CONSULTANT'S duties. Such extensions of time shall be the sole remedy of the CONSULTANT for such delays, and the CONSULTANT will not be entitled to any damages or any claim for extra compensation.

#### **SECTION V – COMPENSATION**

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

- A. Core Testing and Hourly Rates - the CONSULTANT shall be compensated per the attached *Core Testing and Hourly Rates Schedule* (Attachment "A") for each test or the hourly rate stated in the written Work Order.
- B. Supplemental Testing and Hourly Rates - the CONSULTANT shall be compensated per the attached *Supplemental Testing and Hourly Rates Schedule* (Attachment "B") for each supplemental testing or the hourly rates stated in the written Work Order.
- C. Lump Sum Fee - The fee for any requested portion of work may, at the option of the COUNTY, be a lump sum mutually agreed upon by the COUNTY and the CONSULTANT and stated in the written Work Order.
- C. At least thirty (30) days prior to each anniversary date of this Agreement either party may request an adjustment to the rates provided for herein to apply in the forthcoming year. Failure of the parties to agree on a new rate shall constitute a basis for issuing a Notice of Termination by the COUNTY. Any proposed change in rates by the CONSULTANT shall be subject to the prior approval of the COUNTY. In the event the CONSULTANT requests a change in rate, either party may terminate this Agreement in accordance with Section XVI should the proposed rates or fees not be mutually acceptable.

**SECTION VI - PAYMENT AND PARTIAL PAYMENTS**

Subject to the COUNTY'S right to withhold any amounts reasonably necessary to complete or correct defective or substandard work, the COUNTY shall make monthly payments or partial payments to the CONSULTANT for all authorized work performed during the previous calendar month.

- A. The CONSULTANT shall submit signed invoices to the COUNTY.
- B. The amount of each invoice submitted shall be the amount due for all services performed to date in connection with authorized work, as certified by the CONSULTANT. Each invoice shall include any authorized work and must reference the particular Work Order that authorized the services performed. The invoice shall be accompanied by documentation of testing reports.
- C. Invoices for work other than lump sum shall include a breakdown for each part of the work billed for each item and personnel as identified in Attachments "A" & "B".

**SECTION VII - SCHEDULE OR WORK**

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

**SECTION VIII - RIGHT OF DECISIONS**

All services shall be performed by the CONSULTANT to reasonable professional standards and practices and to the reasonable requirements of the COUNTY. The COUNTY Public Works staff shall decide and dispose of all claims, questions and disputes arising under this Agreement. Such determination shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event the CONSULTANT does not concur with the decisions of the COUNTY, within ten (10) days after determination by the Public Works staff, the

CONSULTANT shall present any such objections in writing to the COUNTY Public Works Department Director and, upon request, any adverse determination shall be referred to an appeal board comprised of a representative of the County Attorney's Office, County Manager and the Public Works Department for review and disposition at a hearing to be held within ten (10) days after receipt of the appeal. This paragraph does not constitute a waiver of either party's right to proceed in a court of competent jurisdiction, provided that prior to filing any suit the CONSULTANT goes through the appeal process established in this Agreement and provided further that the CONSULTANT strictly abides by the ten-day time deadline set forth in this paragraph.

#### **SECTION IX - OWNERSHIP OF DOCUMENTS**

All reports, tracing, plans, specifications, maps, contract documents, and/or other work products developed by the CONSULTANT pursuant to this Agreement shall become the property of the COUNTY without restrictions or limitations upon their use and shall be made available by the CONSULTANT at any time upon request by the COUNTY. When each individual section of work requested pursuant to this Agreement is complete, all of the above work products shall be delivered to the COUNTY for its use.

#### **SECTION X - REUSE OF DOCUMENTS**

The CONSULTANT may not reuse data or work products developed by the CONSULTANT for the COUNTY without express written permission of the COUNTY.

#### **SECTION XI – NOTICES**

Any notices, reports or other written communications from the CONSULTANT to the COUNTY shall be considered delivered when posted by mail, sent by e-mail, or delivered in person to the COUNTY.

Any notices, reports or other communications from the COUNTY to the CONSULTANT shall be considered delivered when posted by mail to the CONSULTANT at the last address left on file with the COUNTY, sent by e-mail, or delivered in person to said CONSULTANT or the CONSULTANT'S authorized representative.

## **SECTION XII - AUDIT RIGHTS**

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

## **SECTION XIII – PUBLIC RECORDS**

The CONSULTANT agrees to comply with public records laws, specifically to:

- (a) Keep and maintain copies of these documents and records for a period of five years after final payment is made and produce these documents and records upon request.
- (b) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (c) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (d) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (e) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

#### **SECTION XIV – SUBCONTRACTING**

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

#### **SECTION XV - CONTINGENT FEES**

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

#### **SECTION XVI - TERMINATION/MODIFICATION OF AGREEMENT**

- A. The COUNTY may terminate this Agreement for any reason upon thirty (30) days written notice. The CONSULTANT may terminate this Agreement for any reason upon thirty (30) days written notice, provided that any outstanding approved Work Order is completed by the CONSULTANT.
- B. In the event of termination by the COUNTY, the COUNTY'S sole obligation to the CONSULTANT shall be payment for those portions of satisfactorily completely performed work previously authorized by approved Work Order. Such payment shall be determined on the basis of the hours of work performed by the CONSULTANT, or the percentage or work complete as estimated by the CONSULTANT and agreed upon by the COUNTY up to the time of termination. In the event of such termination, the COUNTY

may, without penalty or other obligation to the CONSULTANT, elect to employ other persons to perform the same or similar services.

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

### **SECTION XVII - DURATION OF AGREEMENT**

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

### **SECTION XVIII – DEFAULT**

In the event the CONSULTANT fails to comply with the provisions of this Agreement, the COUNTY may declare the CONSULTANT in default by written notification. In the event partial payment has been made for professional services not completed, the CONSULTANT shall return any sums due to the COUNTY as a result of CONSULTANT'S default within ten (10) days after notice and demand that said sums are due. The CONSULTANT shall not be compensated on a percentage of any deficient professional services that have been performed at the time the COUNTY declares a default. The COUNTY shall pay for that portion, if any, of the performed work which is used or useful by any other consultant retained by the COUNTY to finish the work to the

extent that the COUNTY does not incur additional costs over those set forth in the CONSULTANT'S canceled Work Order.

**SECTION XIX - ATTORNEY'S FEES AND VENUE**

In the event of any legal action to enforce the terms of this contract, each party shall bear its own attorney's fees and costs. 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 XX - INDEMNIFICATION AND INSURANCE**

The COUNTY shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the COUNTY is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the CONSULTANT, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The CONSULTANT agrees to indemnify the COUNTY and pay the cost of the COUNTY'S legal defenses, including fees of attorneys as may be selected by the COUNTY, for all claims described in the hold harmless clause herein. Such payment on behalf of the COUNTY shall be in addition to any and all other legal remedies available to the COUNTY and shall not be considered to be the COUNTY'S exclusive remedy. It is agreed by the parties hereto that specific consideration has been received under this Agreement for this hold harmless/indemnification provision.

The CONSULTANT shall be required to procure and maintain, at their own expense and without cost to the COUNTY, 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 covers this contract, and "X-C-U" hazards.

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

Professional Liability Insurance policy in the amount of \$1,000,000 per claim.

Workers' Compensation Insurance (for statutory limits) as required by Florida Statutes, Chapter 440.

The CONSULTANT 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 Agreement. The Certificates of Insurance shall indicate that the policies have been endorsed to cover the COUNTY as an additional insured (a waiver of subrogation in lieu of additional insured status on the Workers' Compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the COUNTY.

#### **SECTION XXI - QUALITY CONTROL**

The CONSULTANT warrants 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 and reasonable, the CONSULTANT shall be compensated for the additional work in accordance with Section IV of this Agreement.

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

#### **SECTION XXII - NON EXCLUSIVE AGREEMENT**

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

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

**SECTION XXIII - TRUTH-IN-NEGOTIATIONS**

In accordance with the provisions of Chapter 287.055, Florida Statutes, the CONSULTANT 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.

**SECTION XXIV - INTEREST OF MEMBERS OF DISTRICT AND OTHERS**

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

**SECTION XXV - INTEREST OF CONSULTANT**

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

**SECTION XXVI - ENTIRETY OF AGREEMENT**

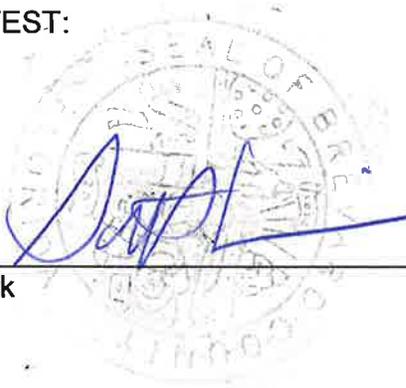
This writing, together with Work Orders and signed Notices to Proceed that may follow, embody the entire agreement and understanding between the parties hereto, and there are not other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein.

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

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

ATTEST:



  
\_\_\_\_\_  
Clerk

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

  
\_\_\_\_\_  
Curt Smith, Chairman

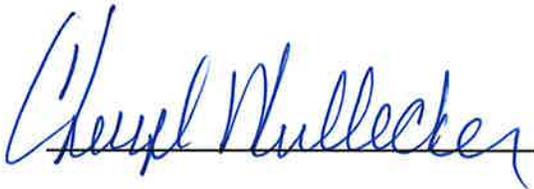
Approved by Board 3-2-2017

Reviewed for legal form and content:

  
\_\_\_\_\_  
Assistant County Attorney

ATTEST:

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 30th day of January, 2017.

(SEAL)

Cheryl Mullecker  
Signature

Cheryl Mullecker  
Notary Name (typed or printed)

Branch Administrator  
Title or Rank



TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT

STATE OF FLORIDA       §

COUNTY OF           §

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

1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive an agreement for professional services with the Board of County Commissioners of Brevard County, Florida.

2. That the undersigned firm is a corporation which engages in furnishing professional engineering services and is entering into an agreement with the Board of County Commissioners of Brevard County, Florida to provide professional services for a project known as the Geotechnical Continuing Consultant.

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

4. That the wage rate information and other factual unit costs that the undersigned firm furnished were accurate, complete and current at the time the undersigned firm and the Board of County Commissions entered into the agreement for professional services on the project.

5. That the agreement which the undersigned firm and Brevard County entered into on this job contained a provision that the original agreement price and any additions thereto shall be adjusted to include any significant sums by which the Board of County Commissioners determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs and that all such agreement adjustments shall be made within one year following the end of the agreement.

FURTHER AFFIANT SAYETH NAUGHT.

Ardaman & Associates, Inc.

Jason P. Manning  
(Name & Title)

Jason P. Manning  
Vice President

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

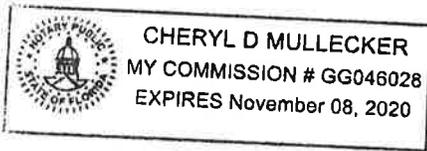
WITNESS my hand and official seal in the State and County last aforesaid this  
30th day of January, 2017.

(SEAL)

Cheryl Mullecker  
Signature

Cheryl Mullecker  
Notary Name (typed or printed)

Branch Administrator  
Title or Rank



**ATTACHMENT "A"**

**CONTINUING GEOTECHNICAL CORE TESTING SERVICES AND HOURLY RATES**

Quantity	Type of Test	Rates Unit Price
<b>1. Embankment - Pipe, Backfill, Sidewalk, Walls, Etc.</b>		
	Proctors (T-180)	95.00
	Densities (98%, 100%)	28.00
<b>2. Subgrade - 12" Type "B" Stabilization</b>		
	L.B.R. (Min 40)	285.00
	Proctors (T-180)	95.00
	Densities (98%) roadway	28.00
	Densities (98%) curb	28.00
	Densities (98%) shoulder	28.00
	Mix Depth	12.00
	Liquid Limit (additive)	85.00
<b>3. Base Cemented Coquina/Limerock</b>		
	L.B.R. (Min. 100)	285.00
	Proctors (T-180)	95.00
	Densities (98%) roadway	28.00
	Densities (98%) shoulder	28.00
	Thickness Cores & Patching Holes-4 or less - lump sum	210.00
	Thickness Cores & Patching Holes - 5 or more - each	50.00
	Carbonates	90.00
	Liquid Limit	90.00
<b>4. Asphalt Base Course</b>		
	Bitumin Extraction/Gradation of Aggregates/Marshall Stability	250.00
	Nuclear Densities	28.00
	Thickness Cores & Patching Holes-4 or less - lump sum	210.00
	Thickness Cores & Patching Holes - 5 or more - each	50.00
	Mix Designs - Marshall Stability Design Method	450.00
<b>5. Type "S" Asphalt</b>		
	Bitumin Extraction/Gradation of Aggregates/Marshall Stability	250.00
	Nuclear Densities	28.00
	Thickness Cores & Patching Holes Hot Mix (roadway)-4 or Less - L.S.	210.00
	Thickness Cores & Patching Holes Hot Mix (roadway)-5 or more - Ea.	50.00
	Thickness Cores & Patching Holes Hot Mix (shoulder)-4 or Less - L.S.	210.00
	Thickness Cores & Patching Holes Hot Mix (roadway)-5 or more - Ea.	50.00
	Mix Designs-Marshall Stability Design Method	575.00
	Control Strip Density Setup	325.00

Quantity

Type of Test

Rates  
Unit Price**6. Super Pave Asphalt - SP 9.5, SP 12.5 & SP 19.0**

	Bitumin Extraction/Gradation of Aggregates	210.00
	Volumetrics	300.00
	Nuclear Densities	28.00
	Thickness Cores & Patching Holes Hot Mix (roadway)-4 or Less - L.S.	210.00
	Thickness Cores & Patching Holes Hot Mix (roadway)-5 or more - Ea.	50.00
	Thickness Cores & Patching Holes Hot Mix (shoulder)-4 or Less - L.S.	210.00
	Thickness Cores & Patching Holes Hot Mix (shoulder)-5 or more - Ea.	50.00
	Mix Designs-FDOT 334-3.2.1	575.00
	Control Strip Density Setup	325.00
	FDOT Section 334.5 - Asphalt Inspector in Asphalt Plant - Check Mix - P	65.00
	Density Cores	17.00

**7. Friction Course - FC-5, FC-9.5, FC-12.5**

	Bitumin Extraction/Gradation of Aggregates	210.00
	Volumetrics	300.00
	Nuclear Densities	28.00
	Control Strip Density Setup	325.00
	Thickness Cores & Patching Holes (Hot Mix) - 4 or Less - Lump Sum	210.00
	Thickness Cores & Patching Holes (Hot Mix) - 5 or More - Ea.	50.00
	Mix Designs - Marshall Stability Design Method	575.00
	FDOT Section 334.5 - Asphalt Inspector in Asphalt Plant - Check Mix - P	65.00
	Density Cores	17.00

**8. Concrete - Class I (C.I.P. 3000 PSI) - Curb, Drainage Structures, Sidewalk, Walls, Etc.**

	Set Compression Test (3 cylinders/set) (6" x 12" Only)	90.00
	Set Compression Test (3 cylinders/set) (4" x 8" Only)	90.00
	% Air Entrainment	20.00
	Slump Test	20.00

**9. Soil**

	Organic Content	35.00
	PH	35.00

**10. Underdrain**

	Aggregate Gradation	60.00
--	---------------------	-------

**11. High Density Polyethylene Liner**

	Non-Destructive Tests	Attachment B
--	-----------------------	--------------

**12. Rip Rap**

	Organic Colormetric	42.00
	Sand Gradation	50.00

**13. Pressure Test (Contingency Item)**

	Irrigation 12" PVC Pipes (150 PSI for 2 hours)	325.00
	Note: (Price must include all hardware to seal pipe ends for tests.)	

Quantity	Type of Test	Rates Unit Price
<b>14. Soil Cement - To Comply w/FDOT Spec 270 - Prior to Construction</b>		
	Testing existing earth for compatibility	45.00
	Testing existing roadway for additional marl	57.00
	Soil cement design mix	375.00
<b>15. Soil Cement - To Comply w/FDOT Spec 270 - During Construction</b>		
	Equipment check (type, number, condition)	50.00
	Moisture Content	14.00
	Pill	60.00
	Depth check	13.00
<b>16. Soil Cement - To Comply w/FDOT Spec 270 - After Construction</b>		
	Densities	28.00
<b>17. Testing Technician On-site - when requested</b>		
	Hourly rate for testing technician on-site to	53.00
	include all charges for conducting all field tests such as, density tests on soils and asphalt, thickness cores and making concrete cylinders. All fees for materials testing in the lab remain the same as above, except for concrete cylinder handling in the lab which shall be quoted below.	
	Set compression Test (3 cylinders/set)	50.00
<b>18. MSE Walls Section 548</b>		
	Maximum Density Determination	135.00
	Corrosion Series (ph, R, Cl, S)	225.00
	Grain Size Determination	54.00
<b>19. Professional &amp; Technical Services</b>		
	Principal Engineer/ Scientist/FLAC	\$150.00 per hour
	Registered Senior Engineer/Scientist	\$125.00 per hour
	Project Engineer/Scientist	\$103.00 per hour
	Staff Engineer/Scientist	\$85.00 per hour
	Field Service Manager	\$70.00 per hour
	Environmental Asbestos Technician	\$70.00 per hour
	Senior Engineering Technician	\$65.00 per hour
	Engineering Technician	\$55.00 per hour
	Draftsman/CAD	\$65.00 per hour
	Technical Secretary/Adminitrative Assistant	\$50.00 per hour
	Certified Weld Inspector	\$65.00 per hour
	Drilled Shaft Inspector	\$65.00 per hour

- 1.) All laboratory testing will be performed in accordance with Florida Sampling and Testing Methods or ASTM or by related directives. Laboratory testing will include the following as required by the needs of the project:
  - a. Organic content (FM 1-T 267)
  - b. Moisture content (FM 1-T 265)
  - c. Sieve Analysis (FM 1-T 88)
  - d. Particulate Size Analysis with hydrometer (FM 1-T 88)
  - e. Specific Gravity (FM 1-T 100)
  - f. Torvane Sensitivity
  - g. Atterberg Limits (FM 1-T 89/90)
  - h. Consolidation (FM 1-T 216) \*

\* With an unload/reload cycle near the preconsolidation pressure.
- 2.) **F.D.O.T. Density log book is required to be developed, maintained and completed by Testing Company for road projects. This log book must be maintained on a daily basis and available to the County immediately upon start of construction. Full time testing technician will be required on-site during heavy construction periods.**
- 3.) Firms must have all field equipments (Troxler, Speedys, etc.) recalibrated as required by FDOT. Calibration Certificates to be sent to Brevard County Construction Management quarterly.
- 4.) Firms must provide a cell-phone for the on-site testing man to be worn at all times.
- 5.) If the nuclear machine troxler breaks down on the job site, firms shall use the sand cone method for density on embankment, subgrade, base rock, etc. for the same price for nuclear densities until a replacement to the troxler can be made.
- 6.) Water tests per FM-5-506, Flexural test per FM-1T-097. L.B.R. should include minimum of 4 points, and modified proctor in accordance with FDOT method FM-5-515.
- 7.) Unit Costs for tests include all labor, material, equipment, and reports associated with test requested.
- 8.) The fee for any requested work, at the option of the County, may be hourly rate and/or lump sum.
- 9.) Testing work performed over water will be at 1.5 times the above unit prices.
- 10.) **Invoices must clearly identify test reports, projects and work order that are being billed. Test reports submittal will be identified in individual work orders. Submittals may be hard copy and/or electronic signed and sealed results.**

**Attachment "B"**

**ARDAMAN & ASSOCIATES, INC.  
SUPPLEMENTAL TESTING AND HOURLY RATES SCHEDULE**

**ENGINEERING AND TESTING SERVICES**

**CONSTRUCTION MONITORING**

**AND FIELD TESTING**

Field Technician/Inspector V/Metals Technician	Per Hour	\$ 77.00
Field Technician/Inspector IV	Per Hour	\$ 69.00
Field Technician III	Per Hour	\$ 59.00
Field Technician II	Per Hour	\$ 53.00
Field Technician I	Per Hour	\$ 47.00

**LABORATORY TESTING**

Visual Classification and Sample Handling,  
Special Laboratory Tests (Leaching Studies,  
Slurry Consolidation, etc.)

Laboratory Technician V	Per Hour	\$ 77.00
Laboratory Technician IV	Per Hour	\$ 69.00
Laboratory Technician III	Per Hour	\$ 59.00
Laboratory Technician II	Per Hour	\$ 53.00
Laboratory Technician I	Per Hour	\$ 47.00

**SUPPORT PERSONNEL**

Engineering Designer V	Per Hour	\$ 85.00
Engineering Designer III	Per Hour	\$ 73.00
Engineering Designer I	Per Hour	\$ 68.00
Technical Draftsman III	Per Hour	\$ 60.00
Technical Draftsman I	Per Hour	\$ 54.00
Technical Secretary	Per Hour	\$ 54.00

**MISCELLANEOUS EXPENSES**

Outside Services and Expenses	Per Job	At Cost + 15%
Printing and Reproduction	Per Job	At Cost + 15%
Copying	Per Page	\$ 0.19
Mileage (Automobile)	Per Mile	\$ 0.60
Mileage (Truck)	Per Mile	\$ 0.80

**Attachment "B"**  
**ARDAMAN & ASSOCIATES, INC.**  
**SUPPLEMENTAL TESTING AND**  
**HOURLY RATE SCHEDULE**  
**SUBSURFACE FIELD EXPLORATION**

**MOBILIZATION**

Mobilization and Demobilization

• Men and Equipment (Minimum \$195.00)	Per Rig-Hour	\$220.00
• Mileage - Rig	Per Rig-Mile	\$ 0.90
• Mileage - Truck	Per Truck-Mile	\$ 0.80
• Portable Barge	Per Job	\$6,200.00 min.

**STANDARD DRILLING**

Mud Bug Vehicle	Add'l Price Per LF	Add 10%
Auger Borings (4-inch)	Per Lineal Foot	\$ 11.50
Wash Borings - Cuttings Only (up to 3 inch)		
• Soil drilling	Per Lineal Foot	\$ 10.00
• Rock drilling	Per Lineal Foot	\$ 13.50
Standard Penetration Test (SPT) Borings (ASTM D-1586) in soil (N-values <50):		
• from surface to 25 feet	Per Lineal Foot	\$ 16.00
• from 25 feet to 50 feet	Per Lineal Foot	\$ 17.50
• from 50 feet to 100 feet	Per Lineal Foot	\$ 19.50
• from 100 feet to 125 feet	Per Lineal Foot	\$ 24.80
• from 125 feet to 150 feet	Per Lineal Foot	\$ 32.80
Standard Penetration Test (SPT) Borings in high resistance soil/rock (N-values >50)	Add'l Price Per LF	\$ 5.00
Furnish, Install, and Remove Casing (up to 4-inch):		
• from surface to 50 feet	Per Lineal Foot	\$ 9.60
• from 50 feet to 100 feet	Per Lineal Foot	\$ 11.90
• from 100 feet to 150 feet	Per Lineal Foot	\$ 14.50
Drilling (Time Basis)/2 man-crew	Per Crew-Hour	\$ 203.00
Drilling (Time Basis)/3 man-crew	Per Crew-Hour	\$ 237.00
Support Water Truck (Time Basis)	Per Day	\$ 180.00
Rock Coring (N or H size)		
• from surface to 50 feet	Per Lineal Foot	\$ 40.50
• from 50 feet to 100 feet	Per Lineal Foot	\$ 45.20
• from 100 feet to 150 feet	Per Lineal Foot	\$ 52.00
Field Permeability	Per Test	\$ 315.00

**SAMPLING**

Additional SPT Sampling:		
• from 10 feet to 25 feet	Per Additional Sample	\$ 31.00
• from 25 feet to 50 feet	Per Additional Sample	\$ 34.00
• from 50 feet to 100 feet	Per Additional Sample	\$ 38.00
• from 100 feet to 125 feet	Per Additional Sample	\$ 44.00
• from 125 feet to 150 feet	Per Additional Sample	\$ 53.00
Undisturbed Samples:		
• Shelby Tube	Per Sample	\$ 142.00
• Fixed-Piston Shelby, Osterberg, Pitcher	Per Sample	\$ 175.00

**SOUNDINGS**

Electric Dutch Cone Soundings	Per Lineal Foot	\$ 13.50
Piezocone Soundings	Per Lineal Foot	\$ 15.25
Muck Probing/Clay Sampling	Per Crew Hour	\$ 175.00
Electric Dutch Cone Soundings	Per Crew Hour	\$ 210.00
Piezocone/Piezoprobe Soundings (Time Basis)	Per Crew Hour	\$ 220.00
Piezoprobe Dissipation Monitoring	Per Crew Hour	\$ 185.00

**OTHER CHARGES**

Clearing Difficult Access, Hole Location and Set-Up	Per Crew-Hour	\$ 181.00
Standby Time	Per Crew-Hour	\$ 181.00
Piezometer and Well Installation (plus materials)	Per Crew-Hour	\$ 181.00
Bore Hole Grouting and Sealing (plus materials)	Per Crew-Hour	\$ 181.00
Well Clearing/Sensitivity/Water Level	Per Crew-Hour	\$ 170.00
Air Boat Use	Per Day	\$ 500.00
Instrumentation Unit Use	Per Day	\$ 310.00
Lodging and Subsistence	Per Crewman-Day	\$ 122.00
Double Ring Infiltrometer	Per Test	\$ 550.00
Materials	Per Job	At Cost + 15%

**Attachment "B"**  
**ARDAMAN & ASSOCIATES, INC.**  
**SUPPLEMENTAL TESTING AND HOURLY RATE SCHEDULE**  
**SUBSURFACE FIELD EXPLORATION**

**GENERAL FIELD EQUIPMENT**

Data Logger	Per Day	\$ 403.00
Organic Vapor Analyzer (OVA 128 or Gastech)	Per Day	\$ 145.00
Photo Ionization Detector (Photovac Tip)	Per Day	\$ 176.00
Methane Detector	Per Day	\$ 140.00
Explosimeter	Per Day	\$ 89.00
Generator	Per Day	\$ 145.00
Steam Cleaner	Per Day	\$ 145.00
Surveying Equipment (Water Table Elevations)	Per Day	\$ 75.00
Centrifugal Development Pump	Per Day	\$ 65.00
Submersible Development Pump	Per Day	\$ 161.00
Peristaltic Purging Pump	Per Day	\$ 65.00
Magnetometer	Per Day	\$ 65.00
Sensitivity Test Equipment	Per Day	\$ 65.00
Product/Water Interface Probe	Per Day	\$ 85.00
pH/Conductivity Meter	Per Day	\$ 37.00
Turbidity Meter	Per Day	\$ 75.00
Dissolved Oxygen Meter	Per Day	\$ 120.00
Water Level Indicator	Per Day	\$ 28.00
Bailer Usage (Stainless Steel or Teflon- Per Each)	Per Day	\$ 30.00
Concrete Saw	Per Day	\$ 140.00
Vibration Monitor	Per Day	\$ 280.00

**EXPENDABLE SUPPLIES**

High Capacity (1 or 0.45 micron) Filter	Each	\$ 31.00
Disposable Teflon Bailer	Each	\$ 28.00
Disposable Polyethylene Bailer	Each	\$ 22.00
Disposable Free Product Bailer	Each	\$ 30.00
Isopropyl Alcohol (decontamination)	Per Gallon	\$ 23.00
Deionized Water (decontamination)	Per Five Gallons	\$ 19.00
16 oz. Soil Jars (soil headspace analysis)	Per Box of 12	\$ 20.00
Tygon Tubing	Per Foot	\$ 3.15
Polyethylene Tubing	Per Foot	\$ 0.83
55-gallon Drum	Each	\$ 100.00

**GEOPHYSICAL EQUIPMENT**

Geonics EM 34-3	Per Day	\$ 300.00
AGI Sting R1-IP	Per Day	\$ 280.00

**SPECIAL DRILLING/SOUNDING**

Prices for special drilling (barge drilling; air boat sampling; amphibious drilling; NQ wire line coring; large diameter borings; drilling in corrosive, contaminated or hazardous materials; drilling at great depths; installing large diameter temporary casing; etc.), field vane testing, and other specialized sampling or field tests will be determined per project. Work performed over water will be at 1.5 times the above unit prices.

**INSTRUMENTATION**

Prices for installation of monitor wells, inclinometers and settlement devices and prices for performing field permeability and packer tests will be determined perproject.

**Attachment "B"**  
**ARDAMAN & ASSOCIATES, INC.**  
**SUPPLEMENTAL TESTING AND HOURLY RATE SCHEDULE**  
**SUBSURFACE FIELD EXPLORATION**

**OTHER RELATED DRILLING CHARGES**

Support Water Truck	Per Day	\$ 190.00
Drumming Contaminated Soil/Drilling Fluids In 55 gallon drums (Disposal not included)	Per Drum	\$ 145.00
Drum Disposal	Per Drum	Varies
Visqueen (100 feet by 20 feet)	Per Roll	\$ 97.00

**MONITORING WELL INSTALLATION**

Temporary 2-inch PVC Wellpoint (Piezometer)	Per Foot	\$ 28.00
2-inch PVC	Per Foot	\$ 42.00
4-inch PVC	Per Foot	\$ 57.00

NOTE: Double cased deep monitoring well (above cost x2)

**VAULT/PAD INSTALLATION - MONITORING WELLS**

<u>Well Size</u>	<u>Vault Size</u>	
2"	8" circular w/pad	\$ 330.00
4"	12" circular w/pad	\$ 430.00
2" or 4"	Above ground riser w/pad	\$ 330.00

**RECOVERY WELL INSTALLATION**

4-inch PVC	Per Foot	\$ 110.00
6-inch PVC	Per Foot	\$ 140.00
8-inch PVC	Per Foot	\$ 195.00

**VAULT/PAD INSTALLATION - RECOVERY WELLS**

<u>Well Size</u>	<u>Vault Size</u>	
4"	24" square w/pad	\$ 760.00
6"	24" square w/pad	\$ 870.00
8"	36" square w/pad	\$1,135.00

**DIRECT PUSH GROUNDWATER SAMPLING**

Direct Push Sampler (minimum 1 day)	Per Hour	\$ 365.00
-------------------------------------	----------	-----------

**FIELD TESTING SERVICES**

Slug Injection/Withdrawal Permeability Test	Each	\$375.00 + \$105.00 per hour
Double Ring Infiltrometer Test (ASTMD-3385-75)	Each	\$ 550.00

**SPECIAL DRILLING/SOUNDING**

Prices for special drilling (barge drilling; air boat sampling; amphibious drilling; NQ wire line coring; large diameter borings; drilling in corrosive, contaminated or hazardous materials; drilling at great depths; installing large diameter temporary casing; etc.), field vane testing, and other specialized sampling or field tests will be determined per project.

**INSTRUMENTATION**

Prices for installation of monitor wells, inclinometers and settlement devices and prices for performing field permeability and packer tests will be determined per project.

**Attachment "B"**

**ARDAMAN & ASSOCIATES, INC.  
SUPPLEMENTAL TESTING AND HOURLY RATE SCHEDULE  
LABORATORY SOIL TESTING SERVICES**

**CLASSIFICATION TESTS**

Moisture Content (ASTM D-2216)	Each	\$ 19.00
Organic Content		
• Loss on Ignition (ASTM D-2974)	Each	\$ 40.00
• Wet Combustion (AASHTO T-194)	Each	\$113.00
Unit Weight/Classification (Undisturbed Sample)	Each	\$ 62.00
Grain Size Distribution		
• Sieve Analysis (ASTM D-421, D-422)	Each	\$ 54.00
• Percent Fines (ASTM D-1140)	Each	\$ 40.00
• Hydrometer Analysis (ASTM D-422)	Each	\$112.00
Atterberg Limits (ASTM D-4318)		
• Plasticity Index Less than 150%	Per Set	\$113.00
• Plasticity Index Greater than 150%	Add'l Per Set	\$ 71.00
Shrinkage Limit (ASTM D-4943)	Each	\$ 89.00
Specific Gravity (ASTM D-854)	Each	\$ 95.00
Marsh Funnel Viscosity	Each	\$ 29.00
Los Angeles Abrasion	Each	\$365.00
Soundness - Sodium	Sieve Size	\$ 99.00*
Soundness - Magnesium	Sieve Size	\$ 99.00*
( *plus material supply charges)		

**COMPACTION TESTS**

Standard (ASTM D-698) or Modified Proctor (ASTM D-1557)	Per Test	\$ 98.00
Maximum-Minimum Density (ASTM D-4253, D-4254)	Per Set	\$115.00
Limerock Bearing Ratio	Per Test	\$339.00

**CONSOLIDATION TESTS**

Incremental Consolidation Test (ASTM D-2435)		
• Up to Ten Load-Unload Increments	Per Test	\$595.00
• More than Ten Load-Unload Increments	Per Add'l Increment	\$ 52.00
Constant Rate of Strain Consolidation Test (ASTM D-4186)	Each	\$635.00

**PERMEABILITY TESTS**

Permeability Test on Sand	Each	\$155.00
Permeability Test on Fine Grained Soil		
• $k > 10^{-8}$ cm/sec	Each	\$298.00
• $k < 10^{-8}$ cm/sec	Each	\$435.00
Permeation with Fluids Other Than Water	Add'l Per Test	\$185.00

**STRENGTH TESTS**

Strength Index Tests (Torvane, Penetrometer, etc.)	Each	\$ 9.00
Vane Shear Test	Each	\$ 23.00
Unconfined Compression Test (ASTM D-2166)		
• Strength Only	Each	\$ 57.00
• With Stress-Strain Curve	Each	\$104.00
Triaxial Tests:		
• Unconsolidated-Undrained (ASTM D-2850)	Each	\$240.00
• Unconsolidated-Undrained (with pore pressure response)	Each	\$550.00
• Consolidated-Undrained (with pore pressure measurement)	Each	\$550.00
• Consolidated-Drained on Sands	Each	\$425.00
• Consolidated-Drained on Fine Grained Soils	Each	\$580.00
• Use of Fluids Other Than Water	Add'l Per Test	\$185.00
Direct Shear Tests (Coarse Grained Soils)		
• Conventional 2.3" Box Shear	Per Normal Load	\$290.00
• With Stress Reversals	Per Normal Load	\$430.00
• Geosynthetics	Per Normal Load	\$305.00
• Conventional 12" Box Shear	Per Normal Load	\$420.00
Angle of Repose	Each	\$ 55.00
Split Tensile for Rock Cores	Each	\$145.00

**SAMPLE PREPARATION AND SPECIAL TESTS**

Preparation of Laboratory Samples for Testing (e.g., sedimented or compacted) will be charged at \$31.50 per sample. Prices for Visual Classification, for Special Sample Preparation, for Special Laboratory Tests (Slurry Consolidation, Leaching Tests, Settling Tests, etc.), and for testing contaminated soils or hazardous materials will be determined per project based upon technician man-hours and other considerations. In addition, a daily charge of \$20.00 per day will be assessed for special long-term laboratory tests (i.e., slurry consolidation, leaching tests, etc.).

Attachment "B"

ARDAMAN & ASSOCIATES, INC.  
SUPPLEMENTAL TESTING AND HOURLY RATE SCHEDULE  
LABORATORY CHEMICAL & GEOSYNTHETIC  
TESTING SERVICES

**CHEMICAL TESTS**

pH (FM5-550)	Each	\$ 17.00
Specific Conductance (FM3-D 1125)	Each	\$ 14.00
Fluoride	Each	\$ 23.00
Sulfate (FM5-553)	Each	\$ 45.00
Chloride (FM5-552)	Each	\$ 45.00
Soil pH (FM5-550)	Each	\$ 45.00
Soil Specific Conductance	Each	\$ 46.00
Soil Resistivity (ASTM G-57 or FM5-551)	Each	\$ 50.00
Carbonate Content (ASTM D 4373)	Each	\$115.00
Water Corrosivity Series (FM5-550,552,553, FM3-D 1125)	Each	\$125.00
Soil Corrosivity Series (FM5-550, 551, 552, 553)	Each	\$175.00

**GEOSYNTHETICS**

Geomembrane Thickness		
• ASTM D-1593	Per Sample	\$ 32.00
• ASTM D-751, D-5199 or D-5994	Per Sample	\$ 19.00
Geomembrane Density (ASTM D-792)	Per Sample	\$ 48.00
Geomembrane Tensile Strength (ASTM D-638), Machine and Transverse Direction	Per Set	\$ 90.00
Geomembrane Tear Resistance (ASTM D-1004), Machine and Transverse Direction	Per Set	\$ 80.00
Weld Peel and Shear (ASTM D-413, D-882)		
• 5 Peel and 5 Shear Specimens	Per Set	\$ 55.00
• 10 Peel & 5 Shear Specimens	Per Set	\$ 75.00
• With Load-Deformation Curve	Per Set	\$ 84.00
Geotextile Grab Tensile Strength (ASTMD-4632)	Per Set	\$ 84.00
Geotextile Trapezoidal Tear (ASTMD-4533)	Per Set	\$115.00
Geotextile Mass/Unit Area (ASTM D-3776 or D-5261)	Per Sample	\$ 35.00
Geotextile Thickness (ASTM D-1777 or D-5199)	Per Sample	\$ 20.00

**SAMPLE PREPARATION AND SPECIAL TESTS**

Preparation of Samples for Testing (e.g., crushing for carbonate content determination, filtering of clayey soil for chemical tests) will be charged at \$34.00 per sample. Prices for other tests on geomembranes and geotextiles will be determined per project based upon technician man-hours and other considerations.

**Attachment "B"**

**ARDAMAN & ASSOCIATES, INC.  
SUPPLEMENTAL TESTING AND HOURLY RATE SCHEDULE  
CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES**

**CONCRETE SAMPLING AND TESTING**

Cylinder samples (up to 5 cylinders per set): molding curing, and strength testing (ASTM C-31 and C-39). Includes one temperature determination. Cylinders shall be left in a place provided by the Contractor, covered with plastic caps and attempts made to provide shade thereon. If temperature of the air is critical to first 24 hours (during field curing), equipment to maintain such controls shall be provided by others.	\$91.00/set
Additional cylinders	\$17.00/cylinder
Technician time due to construction delays portal to portal on the date cylinders are made, per hour	\$59.00/hour
Technician time	\$59.00/hour
Technician time transporting cylinders from site to office if no other work is required	\$59.00/hour
Curing and strength testing samples delivered to our laboratory (ASTM C-39)	\$17.00/cylinder
Continuous monitoring of concrete placement and/or extra slump and temperature tests, technician time	\$59.00/hour
Slump tests (ASTM C-143)	\$19.00/test
Air Entrainment (ASTM C-173)	\$30.00/test
Unit weight	\$44.00/test
Marsh Funnel Viscosity	\$33.00/test
Mix design	\$800.00/each
Verification of mix design	\$400.00/each
Fineness modules	\$53.00/each
Plant control	\$70.00/hour
Concrete blocks. Strength tests (determined by gross area)	\$62.00/block
Concrete blocks. Absorption and strength tests (net area)	\$195.00/set of 3
Block Prism Assembly	\$260.00/set of 3
Flexural Strength Beams (up to 3 beams) \$30.00 each additional beam	\$250.00/set of 3
Test beams made by others	\$75.00/each
Grout Prisms 4/set (blocks supplied by others)	\$109.00/set
Mortar Cubes (up to 6/set)	\$109.00/set
<b>FLOOR FLATNESS</b>	
Equipment, Technician time and Final Report	\$850.00/trip
Additional Technician Time	\$70.00/hour

**SAMPLING AND TESTING OF IN-PLACE CONCRETE/SOIL CEMENT**

<u>Coring and testing of cored samples:</u>	
Technician time (two technicians may be required)	\$59.00/hour
Mobilization of coring equipment	
With power supplied	\$85.00/trip
Without power supplied	\$113.00/trip
Trimming, capping and strength test (ASTM C-42)	\$27.00/core
Depth measurement	\$27.00/core
Shotcrete panels made by others (panel cores & strength tests)	\$57.00/each

## Attachment "B"

### ARDAMAN & ASSOCIATES, INC. SUPPLEMENTAL TESTING AND HOURLY RATE SCHEDULE CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES

#### Concrete Cover/Reinforcing Steel Location:

Equipment use	\$142.00/trip
Technician time	\$69.00/hour

#### Swiss Hammer

Mobilization of equipment	\$55.00/trip
Technician time	\$69.00/hour

#### **SITE PREPARATION PROCEDURES INSPECTION, SAMPLING AND TESTING SERVICES**

Monitoring of the removal of deleterious soils or materials  
Inspection of placement and compaction of fill material.  
Penetrometer tests. Sampling of natural or fill material  
Inspection of borrow areas.

Engineering technician	\$59.00/hour
Senior engineering technician	\$69.00/hour

#### Density Tests:

In-situ density tests, nuclear or drive sleeve method (minimum of four per trip) (local area only)	\$29.00/test
---	--------------

In-situ density tests, sand cone test (minimum of three per trip ) (local area only)	\$51.00/test
---	--------------

Engineering technician time	\$59.00/hour
-----------------------------	--------------

Sampling of natural or fill material for laboratory testing; Engineering technician	\$59.00/hour
--	--------------

#### **SOIL AND ROCK LABORATORY TESTING (sampling charge not included)**

Standard (ASTM D-698 or Modified (ASTM D-1557) Proctor	\$98.00/each
Moisture content (ASTM D-2216)	\$19.00/each
Limerock Bearing Ratio	\$339.00/each
Florida Bearing Value (FBV)	\$80.00/each
Soil cement design (PCA Short Cut Procedure for Sandy Soils)	\$440.00/each
Soil cement field pills (3/set or technician time \$48.00/hour)	\$102.00/each
California Bearing Ratio (CBR)	\$355.00/each

#### **ASPHALT: FIELD INSPECTION, SAMPLING AND LABORATORY TESTING**

Engineering technician time for field sampling	\$59.00/hour
--	--------------

#### Coring:

Mobilization of coring equipment:	
With power supplied	\$85.00/trip
Without power supplied	\$113.00/trip

Certified engineering technician to inspect preparation of base course/surface installation or plant control	\$77.00/hour
---	--------------

Asphalt mix design	\$925.00/design
--------------------	-----------------

Marshall Stability and Flow Test (Includes pill densities)	\$125.00/test
--	---------------

Extraction and gradation tests (sampled hot)	\$120.00/test
--	---------------

Extraction and gradation tests (sampled from pavement)	\$130.00/test
--	---------------

Density tests	\$29.00/test
---------------	--------------

Depth measurements	\$20.00/test
--------------------	--------------

Asphalt cores	\$56.00/each
---------------	--------------

**Attachment "B"**

**ARDAMAN & ASSOCIATES, INC.  
SUPPLEMENTAL TESTING AND HOURLY RATE SCHEDULE  
CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES**

**STRUCTURAL STEEL:**

Field inspection for visual examination of welds, ultrasonic testing, dye penetrant, magnetic particle, etc. by Metals technician (Equipment charge determined by project)	\$77.00/hour
Bolt Torque	\$69.00/hour

**ROOFING:**

Testing of 12 x 12 inch samples (includes technician time for obtaining samples, testing and report of findings)	\$395.00/sample
Inspection/Observations during construction	\$77.00/hour

**SPRAYED ON FIREPROOFING:**

Depth measurements & sampling	\$69.00/hour
Adhesion Testing	\$69.00/hour
Unit Weight (Lab)	\$67.00/sample

**OVERTIME AND HOLIDAY**

Charges will be increased 25% for work performed during weekends and official holidays

**SUB-CONTRACTING SERVICES**

Cost Plus 15%

**ENGINEERING CONSULTATION SERVICES**

Senior Project Engineer	\$140.00/hour
Project Engineer	\$120.00/hour
Assistant Project Engineer	\$105.00/hour
Senior Engineering Technician	\$69.00/hour
Engineering Technician	\$59.00/hour
Technical Draftsman	\$60.00/hour
Technical Secretary	\$54.00/hour

## AGREEMENT

**THIS AGREEMENT** is made between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "County"), and **Consolidated Resource Recovery, Inc.**, a corporation having its primary business location at **3025 Whitfield Avenue, Sarasota, Florida, 34243** (hereinafter the "Contractor").

**WHEREAS**, the County is desirous of obtaining a Contractor to provide Mulching and Disposal Services, and solicited competitive bids for such services via Mulching and Disposal Services for Yard & Vegetative Waste (Onsite) BID#: B2-17-70; and

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

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

1. **SCOPE OF WORK:** The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus and transportation to perform all work specified in the Scope of Services set out in Exhibit "A", which is attached to this Agreement and made part of this Agreement by this reference.  
  
Contractor will not be required to proceed during a controversy if there is a reasonable safety concern, a product limitation, or it is unreasonable to proceed.
2. **TERM:** The term of the Agreement shall be for one (1) year, beginning on the day the last party executes this agreement and continue for one (1) year. The Agreement may be extended by mutual agreement for an additional one (1) year period with the options to negotiate pricing, term and conditions. The County will notify the Contractor in writing Ninety (90) days prior to the expiration of the Agreement as to its intent to renew.
3. **WARRANTY:** The Contractor agrees that, unless otherwise specified, the supplies and/or services furnished under this Agreement shall be covered by the most favorable commercial warranty Contractor gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County of Brevard by any other provision of this Agreement.
4. **PAYMENTS:** Contractor shall provide the County with monthly invoices for services rendered. The County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.
5. **MODIFICATIONS TO CONTRACT:** Other than previously approved, this contract, together with any exhibits, task assignments and schedules constitute the entire contract between the County and the Contractor and supersedes all prior written or oral understandings. This contract and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.
6. **GOVERNING LAW:** This agreement shall be governed, interpreted and construed according to the ordinances of Brevard County and of the State of Florida. The Contractor

shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The Contractor is responsible for obtaining all permits necessary to construct the project. Brevard County does not exempt itself from permitting requirements. The County shall pay all Brevard County permit, inspection and impact fees required for the project or services required under this Agreement; all other fees for permits required by agencies/municipalities other than Brevard County shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the County for their records.

7. **PERFORMANCE BOND:** A performance/surety bond in the amount of ten thousand dollars (\$10,000.00) payable within five (5) business days upon Notice of Award, shall be made payable to Brevard County Board of County Commissioners and shall be held for the term of the Agreement. Said Performance Bond is given as a guarantee that the Contractor will complete contracted work satisfactorily per the Agreement. Unsatisfactory and/ or refusal of work by the Contractor per the Scope of Services and this Agreement will result in the Contractor forfeiting the full amount of the Performance Bond. Nothing contained in this provision shall be deemed to preclude an award of actual damages incurred by the County for breach of contract. No plea of mistake in the bid or misunderstanding of the conditions of forfeiture shall be available to the Contractor for the recovery of the amount of the Performance Bond or as a defense to any action based upon the foregoing failure by the awarded Contractor.
8. **SUPERVISION OF CONTRACT PERFORMANCE:** The Contractor's performance of the Agreement will be monitored by the County's contract manager. The Contractor shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the Agreement. The contractor shall designate, in writing, a person to serve as liaison between the bidder and the County. The Contractor shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the Contractor, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform the contract. The failure of the contract manager to file such notification shall not relieve the Contractor of the obligation to perform the work at the time and in the manner specified by the Agreement. If the Contractor does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.
9. **MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions, which may arise concerning the quality and acceptability of the work, and services performed, the sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the bidder. The contract manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the bidder and the County. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.
10. **OPERATION DURING DISPUTE:** In the event the County has not canceled the Agreement in accordance with the terms of the Agreement, and there remains a dispute between the

bidder and the County, the Contractor agrees to continue to operate and perform under the terms of the Agreement while such dispute is pending, and further agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.

11. **TERMINATION:** The County shall issue orders against the Agreement on an as needed basis. The Agreement may be canceled by the Contractor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination. For agreements \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135 (5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or maintain the Agreement if the conditions of Section 287.135 (4), Florida Statutes, are met.
12. **INDEPENDENT CONTRACTOR:** The Contractor 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 Contractor or any of its agents or employees to be the agent, employee or representative of the County.
13. **SUBCONTRACTORS:** The Contractor shall be fully responsible for all acts and omissions of his sub-contractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by the Contractor.
14. **RIGHT TO AUDIT RECORDS:** In the performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities, related to the agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this agreement shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by the Contractor for a period of five years after termination of the County and shall be retained by the Contractor for a period of five years after terminating of the agreement. All records or documents created by the Contractor or provided to the Contractor by the County in connection with the activities or services provided by the Contractor under the terms of this agreement, are public records and the Contractor agrees to comply with any request for such public records or documents made in accordance with section 119.07 Florida Statutes.
15. **FLORIDA PUBLIC RECORDS LAW:** Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the bidder's

duty to identify the information, which it deems is exempt under Florida/federal law, and identify the statute by number, which exempts that information. Should any person or entity make a public request of the County which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential, it shall be the Contractor's obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will be able to comply with the requirements of Fla. Stat. 119.07(1)(e) and (f). Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorney fees, which may be awarded pursuant to Fla. Stat. 119.12.

16. **PATENTS AND ROYALTIES:** The bidder, without exception shall indemnify and save harmless the County of Brevard and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County of Brevard. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.
17. **NO COPYRIGHT:** No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this agreement shall be subject to copyright by Contractor in the United States or any other country.
18. **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.
19. **FEDERAL TAX ID NUMBER:** The Contractor shall provide to the County their Federal Tax ID Number or if the Contractor is a sole proprietor a Social Security Number.
20. **FORCE MAJEURE:** The Contractor shall not be liable for damage or delay caused directly or indirectly by embargos, strikes, lockouts, work interruption or other labor dispute, fire, theft, floods, epidemic or pandemic, or any cause beyond the Contractor's control.
21. **EMPLOYMENT:** The Contractor shall not engage the services of any person or persons now employed by the County, including any department, agency, board or commission thereof, to provide services relating to this contract without written consent from the County.
22. **UNAUTHORIZED ALIEN WORKERS:** Brevard County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall

consider a contractors intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

23. **CONSTRUCTION OF AGREEMENT:** The parties hereby acknowledge that they have fully reviewed this agreement, its attachments and have had the opportunity to consult with legal counsel of their choice, and that this agreement shall not be construed against any party as if they were the drafter of this Agreement.
24. **NOTICE:** Notice under this agreement shall be given to:

**County:**

*Euripides Rodriguez, Department Director*  
Brevard County Solid Waste Management Department,  
2725 Judge Fran Jamieson Way, Viera, FL 32940  
321-633-2042  
Email: [euripides.rodriquez@brevardfl.gov](mailto:euripides.rodriquez@brevardfl.gov)

**Contractor:**

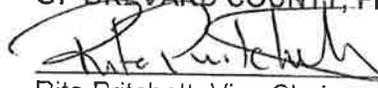
Chris Snow, Vice President of Corporate Affairs  
Consolidated Resource Recovery, Inc.  
3025 Whitfield Avenue, Sarasota, FL 34243  
941-756-0977 / 888-756-0977  
Email: [csnow@resourcerecovery.com](mailto:csnow@resourcerecovery.com)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its duly authorized representatives as of the date on which the last of the parties hereto executes this Agreement.

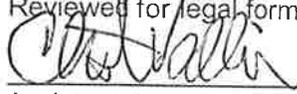
ATTEST:

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

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

  
\_\_\_\_\_  
Rita Pritchett, Vice Chairman  
As approved by the Board on \_\_\_\_\_

Reviewed for legal form and content:

  
\_\_\_\_\_  
Assistant County Attorney

CONTRACTOR

  
\_\_\_\_\_  
Signature

Attachment: Exhibit A, B2-17-70, Scope of Services.

**MULCHING AND DISPOSAL SERVICES FOR YARD TRASH AND VEGETATIVE WASTE (ON-SITE)**  
**BID# B2-17-70**  
**SCOPE OF SERVICE**  
**EXHIBIT A**

1. Outlined below are the options that the County is considering for this bid process. The Bidder is to provide and pay for all the necessary labor, materials, tools, and equipment including provisions of adequate spills kits with absorbents at each location. The contractor/vendor proposes to provide fuel tanks for the contractor's equipment and vehicles to execute the work described in detail. Outlined below are the options that the County is considering for this bid process:
  - Mulch and load for transport all yard trash & vegetative waste received by the County.
  - Mulch, screen, and load for transport all yard trash & vegetative waste received by the County.
  - Mulch all yard trash & vegetative waste received by the County and dispose of material at a contractor/vendor selected site.
  
2. The Contractor shall be responsible for 75% of the cost of maintaining and repairing of the existing mulching area (pad area). The County has constructed a new yard waste mulching site at CDF, and the Contractor will be solely responsible for all pad maintenance and repairs. All work, repairs, and cost shall be coordinated through the Operations Manager. The locations for the proposed work are on property provided by the County. The location of work may include any combination of the following sites or other sites obtained by the County. Bidder must be prepared to perform the work for each option bid by the Bidder at any location designated by the County. Existing County facilities are:
  - Sarno Road Class III Landfill located at 3379 Sarno Road, Melbourne, Florida
  - Central Disposal Facility located at 2250 Adamson Road, Cocoa, Florida
  - Mockingbird Mulching Facility 3600 South Street, Titusville, Florida

	Estimated yearly tonnage of yard trash and vegetative waste received based on our operational reports of April 2016 – March 2017
Sarno	84,000 tons
CDF	77,000 tons
Mockingbird Way	26,000 tons

\*\*\*PLEASE NOTE: Brevard County does not guarantee a minimum or maximum volume of material to any successful Bidder. The process currently utilized to measure the load is Contractor measures the screened mulch (overs) and then the fines (both piles are being measured).

Option 1: Mulch and load for transport all yard trash & vegetative waste received by the County at the County's disposal facilities. The Contractor/Bidder is required to:

- Process all mulch received by the County in such a manner as to never permit the accumulation of more than 2,000 cubic yards of unprocessed yard trash and vegetative waste at any one site. Once the Contractor/Vendor has mobilized onsite, all accumulated yard trash and vegetative waste must be mulched before the Contractor demobilizes from the site.
- Produce a mulch product with ninety-five percent (95%) of the mulch product's particle size being no more than four (4) inches in its longest diameter.
- Load the mulch product onto transfer trailers.

Option 2: Mulch, screen, and load for transport all yard trash & vegetative waste received by the County at the County's disposal facilities. The Contractor/Bidder is required to:

- Process all mulch received by the County in such a manner as to never permit the accumulation of more than 2,000 cubic yards of unprocessed yard trash and vegetative waste at any one site. Once the Contractor/Vendor has mobilized onsite, all accumulated yard trash and vegetative waste must be mulched and screened before the Contractor demobilizes from the site.

- Produce a mulch product with ninety-five percent (95%) of the mulch product's particle size being no more than four (4) inches in its longest diameter.
- Screen all processed yard trash and vegetative waste after the material has been mulched to separate out particles less than one (1) inch in diameter. As a result, the process will generate two products: (a) a fine mulch consisting of particles less than one (1) inch in diameter; and (b) a course mulch consisting of particles ranging in diameter from one (1) to four (4) inches.
- Load the mulch product onto transfer trailers.

### 3. **Payments to Contractor/Measurements for Unit Price Work**

The method of payment for services under this solicitation will be on a unit price basis. The volume of mulched product produced shall determine the Contractor's fee. For those facilities with a certified scale, the measurement will be on a per ton basis of outgoing mulched product. If the mulch is to be used onsite, the material will be loaded onto a truck, weighed on the scales and then be brought back onto the site. The facility where the County currently has a scale suitable to weigh truckloads of mulched material is at the County's Central Disposal Facility (CDF) in Cocoa and the Sarno Road Landfill in Melbourne. Therefore, in the Mockingbird Way Mulching Facility in Titusville, the measurement of the work will be by an alternate method. At these locations, the amount of work completed will be determined by a method that is mutually acceptable to the County and the Bidder. In general, the County has historically used either onsite belt scales to weigh the processed mulch material or has used a pyramid stacking method to measure the volume of processed mulch material/at 420 lbs per cubic yard.

### 4. **Retainer**

**As a condition of the contract, a 10% retainer of final payment on all invoices may be withheld by the County until the services have been completed to the satisfaction of the County's project manager.**

### 5. **Tonnages/ County Waste Deliveries**

There is no guaranteed minimum or maximum tonnage to any Contractor/Bidder as a result of being selected and placed under contract.

6. The Bidder represents that in carrying out the work they will employ such methods or means that will not cause interruption of or interference with the work of the County, or any separate contractor.

### 7. **Location of Work**

For Options 1, and 2, sites for the proposed work are on property provided by the County. The County's current sites are given below. The location of work may include any combination of the following sites or other sites obtained by the County.

- Sarno Road Class III Landfill located at 3379 Sarno Road, Melbourne, Florida
- Central Disposal Facility located at 2250 Adamson Road, Cocoa, Florida
- Mockingbird Mulching Facility 3600 South Street, Titusville, Florida

#### **8. Housekeeping and Environmental Compliance**

It is understood that some equipment maintenance and fueling will occur at the mulching sites. The Contractor shall maintain a clean and orderly maintenance area and shall abide at all times by all applicable federal, state, and local environmental regulations. Any above-ground fuel tanks maintained at the mulching sites shall remain in good condition and shall either be double-walled or stored within secondary containment. The Contractor shall maintain a spill kit at the mulching sites and shall respond to and clean up any spills or releases within a 24-hour period. The County shall be notified within 24 hours of any spills or releases that occur on the sites. The Contractor shall respond to and the County shall be notified immediately of any spills or releases that enter the stormwater system or exceed 25 gallons. All used oil generated at the sites (engine oil, hydraulic, filters, oily waste, etc.) shall be managed in accordance with Chapter 62-710 Florida Administrative Code and shall be removed from the sites within 30 calendar days.

#### **9. Hours of Work**

The Bidder is hereby informed and understands that the County restricts work on County owned sites to between the hours of 7:30 A.M. and 5:30 P.M., Monday through Saturday, excluding Brevard County holidays. Therefore, the work is restricted to these hours, unless changes are determined by the County and agreed upon with the Contractor/Vendor. If deemed necessary, off-hour work may be authorized by the County if requested, in writing, 72 hours in advance by the Contractor/Vendor.

Any authorization by County to extend normal work hours will be contingent upon Contractor/Vendor paying additional expenses incurred by County and shall not be considered approval of or requirement to accelerate the work or pay Contractor overtime or holiday wages.

#### **10. Subcontracting**

Any right, privileges, and/or contracts granted as a result of an award from this ITB shall not be assigned or transferred in any manner whatsoever without the prior written approval of the County.

#### **11. Insurance Requirements**

Awarded Contractor shall deliver to the County certificates of insurance (and other evidence of insurance requested by the County) for each policy the Contractor is required to purchase and maintain as described below within five (5) business days from being noticed that the Contractor will be recommended for award to the Brevard County Board of County Commissioners.

- A. The Bidder/Contractor shall purchase and maintain such liability and other insurance as is appropriate for the services being performed and furnished as will provide protection from claims set forth below which may arise out of or result from the Bidder's/Contractor's performance and furnishing of services and Bidder's/Contractor's other obligations under the contract, whether it is to be performed or furnished by the Bidder/Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the services, or by anyone for whose acts any of them may be liable:
- i) At a minimum, the selected Contractor shall maintain during the life of any contract entered into between the County and the Firm Statutory Worker's Compensation and Employer Liability for all employees to be engaged in work on the projects under such a contract and, in case any such work is sublet, the Contractor shall similarly require Subcontractor(s) to provide Worker's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work, without exception, including those which may be statutorily exempt from worker compensation requirements. Also, if required, services under this contract shall be included to cover Federal Longshoremen's and Harbor worker's Act.
  - ii) The Contractor shall maintain during the life of this Contract such general liability, completed operations and products liability, and automobile liability insurance and will provide coverage for claims for damages for personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from performance of that work. The general liability policy should also specifically ensure the contractual liability assumed by the Contractor. The limits of liability for the

insurance required by the County shall provide coverage for not less than the following amounts or the limits required by Laws and Regulations, whichever is greater.

iii) Comprehensive General Liability: (Broad Form Property Damage)

- a) Bodily Injury and Property Damage:
  - Each Occurrence \$1,000,000.00
  - Aggregate \$1,000,000.00
- b) Products and Completed Operations:
  - Each Occurrence \$1,000,000.00
  - Aggregate \$1,000,000.00

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

- a) Bodily Injury and Property Damage:
  - Each Accident 1,000,000.00

B. Bidder/Contractor will provide certificates showing that these policies may not be canceled, modified, or permitted to expire without thirty (30) days prior written notice to the County. The General Liability and Auto Liability certificates of insurance shall indicate that the policies have been endorsed to cover the County an additional insured.

C. The insurance coverages enumerated above constitute the minimum requirements and shall in no way lessen or limit the liability of the Bidder/Contractor under the terms of the Contract. Subcontractor's insurance shall be the responsibility of the Bidder/Contractor.

**12. 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, and any trial shall be non-jury.

**13. Contingent Fees**

~~In accordance with Chapter 287.055(6)(a) FS, each bid submitting a proposal to the County shall execute and attach thereto, an affidavit as set forth in Section "3", stating that the Bidder has not paid contingent fees for the County's award of a contract.~~