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September 29, 2017

MEMORANDUM

TO: Frank Abbate, County Manager

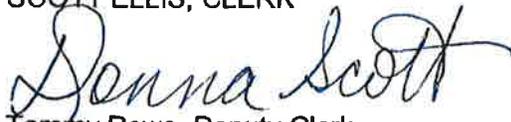
RE: Item I.A., Emergency Resolution for U.S. Army Corps of Engineers (USACE) Direct Federal Assistance (DFA) Mission for Performing Rehabilitation and Restoration Work to Sea Ray Drive Bridge over Sykes Creek

The Board of County Commissioners, in special session on September 28, 2017, adopted Emergency Resolution No. 17-191E, for the USACE DFA mission to perform rehabilitation and restoration work to the Sea Ray Drive Bridge over Sykes Creek. Enclosed are two certified copies of the Resolution for your action.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

for 
Tammy Rowe, Deputy Clerk

/ds

Encls. (2)

cc: Each Commissioner
Assistant County Manager Denninghoff
County Attorney
Finance
Budget

Brevard County Public Works Department

**Professional Engineering Services
Sea Ray Drive Bridge Over Sykes Creek Repair
Design Criteria Package for Design-Build Project**

**Brevard County Public Works Department
2725 Judge Fran Jamieson Way, Building A, Suite 201
Viera, Florida, 32940**

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Professional Services Contract

(Sea Ray Drive Bridge Over Sykes Creek Repair Design Criteria Package)

This is a Contract entered into 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 Kisinger Campo & Associates, Corp., having a business address of 135 W. Central Boulevard, Suite 300, Orland, Florida 32801 hereinafter referred to as "Contractor".

Recitals

Whereas, the County desires engineering services for the design criteria package for a design-build project: Sea Ray Drive over Sykes Creek Repair, hereafter referred to as "Project"; and

Whereas, the County issued a competitive solicitation for these engineering services pursuant to Request for Qualifications 4-19-02;

Whereas, the County will be seeking reimbursement from the Federal Emergency Management Agency (FEMA) towards the cost of the Project, including the services provided pursuant to this Contract;

Whereas, the County and Contractor understand there are specific provisions under this Contract with which they must comply in order for the County to be eligible for and obtain FEMA reimbursement/funding;

Whereas, the County selected the Contractor to provide engineering services and related services for the Project and these services will be identified in Task Orders and the associated fees will be mutually agreed upon by the County and the Contractor.

Now, therefore, in consideration of the mutual agreement hereinafter contained, the County hereby retains the Contractor, and the Contractor hereby covenants to provide professional services as prescribed herein.

The foregoing recitals are true and are incorporated herein by reference.

Section 1 - General Identification of Services

All professional services provided by the Contractor for the County shall be identified in Task Orders and performed to current professional standards of the applicable discipline and as further set forth in Section 3. Task Orders shall entail a description of services to be performed, a statement of fees, and a project schedule for completion of the work to be performed by the Contractor. A Task 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 Chair 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 Task Order, as approved by the County shall constitute an addendum to this Contract.

The Contractor shall also comply with the special requirements set forth in Federal Emergency Management Agency (FEMA) Requirements, Attachment "A" (incorporated by this reference) in order to enable the County to be eligible for and obtain FEMA reimbursement/funding. In the event of any conflict between the FEMA requirements set forth in Attachment "A" and other provisions of this Contract, the FEMA requirements will control and supersede the other provisions.

Section 2 - County Obligations

The County agrees that they shall furnish to the Contractor, upon request, any data available in the County's files pertaining to the work to be performed under this Contract.

Section 3 - Professional Services

Upon receipt of Notice to Proceed, the Contractor agrees to perform professional services associated with the requested work in accordance with the negotiated terms of the applicable Task Order, and exercise the degree of care and diligence in performance of the services in accordance with the customary accepted professional standards currently practiced by firms in Florida and as further set forth herein. The

Contractor warrants the adequacy of work provided under this Contract, and agrees to correct any errors and omissions that may be required because work was found substandard and/or not in compliance with the standard of care as set forth in this Contract. This remedy shall be cumulative to all other remedies available under law.

The Contractor further agrees the standard of care required of the Contractor to provide the professional services under the Contract includes, and the Contractor shall:

- A. Maintain an adequate staff of experienced qualified personnel licensed in the State of Florida in performing the work.
- B. Comply with federal, state and local laws, and 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 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.
- F. Submit for County review design computations, sketches and other data representative of the work's progress which may be specified in the applicable Task Order. Submit for County approval the final work product upon incorporation of any modifications requested by the County during any previous review. Any County approval of the Contractor's plans, design and/or specifications shall not be deemed to diminish the Contractor's warranty set forth above.
- G. Confer with the County during the further development and implementation of improvements for which the Contractor has provided design or other services.
- H. Interpret plans and other documents; correct errors and omissions and prepare any necessary plan or survey revisions required, at no additional cost.
- I. Meet project deliverable dates established in each Task Order or any approved extensions thereof by the County.
- J. Prior to final approval of the work by the County, conduct and complete a preliminary check of any construction documents through any review committee,

third party consultant or any county, city, state or federal agency from which a permit or other approval is required. Any approval obtained from the County or any other agency shall not be deemed to diminish or discharge the Contractor from the warranties provided for in this Contract.

- K. Testify regarding construction plans in any condemnation action filed by the County in connection with this Project.

Section 4 - Time of Completion

The services to be rendered by the Contractor shall commence upon issuance of a written Notice to Proceed from the County subsequent to the execution of the Contract and shall be completed within the time stated in the applicable Task 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 Contract or should weather conditions, acts of God or hidden conditions delay performance of the Contractor's duties. Such extensions of time shall be the sole remedy of the Contractor for such delays, and the Contractor will not be entitled to any damages or any claim for extra compensation.

Section 5 - Compensation

The County agrees to pay and the Contractor agrees to accept, for services rendered pursuant to this Contract, fees and other compensation computed in accordance with one or more of the methods outlined below and as specified in an approved Task Order:

- A. Lump Sum Fee: The fee for any requested portion of work may be based on a lump sum mutually agreed upon by the County and the Contractor and as stated in the approved Task Order.
- B. Hourly Rate: The fee for any requested portion of work may be based on Hourly Rates mutually agreed upon by the County and the Contractor for each hour engaged directly in the work and as stated in the approved Task Order.
- C. Reimbursable Expenses: The Contractor shall be compensated for certain work related expenditures not covered by fees for engineering services, provided such expenditures are previously authorized by the County in an approved Task Order. Upon receipt of satisfactory backup materials, the Contractor will be

compensated for such reimbursable expenses. Such expenses shall include, unless stated otherwise in the Task Order:

1. Expenses for document reproduction or other incidental expenses on a direct cost basis.
 2. Expenses for travel, transportation and subsistence outside the County limits, on a direct cost basis or as allowed by law.
- D. Failure of the parties to mutually agree on a compensation method for any proposed work shall constitute a basis for termination pursuant to Section 19.

Section 6 - Payment and Partial Payments

Subject to the County's right to withhold any amounts reasonably necessary to complete or correct defective or substandard work or work not in compliance with the terms of this Contract, the County shall make monthly payments or partial payments to the Contractor for all authorized work performed during the previous calendar month.

- A. The Contractor shall submit signed invoices to the County.
- A. 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 Contractor. Each invoice shall include any authorized work and must reference the applicable Task Order that authorized the services performed. The invoice shall be accompanied by copies of invoices for reimbursable expenses.
- B. Invoices for work other than lump sum shall include a breakdown for each part of the work billed and personnel as identified in the Task Order. The Contractor shall provide a project monitoring status report with each invoice.
- C. The County shall adhere to the Florida Prompt Payment Act, Sections 218.80 through 218.80, Florida Statutes. County Administrative Order-33 directs the prompt payment of invoices, attached herein as Attachment "C".

Section 7 - Schedule of Work

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

The Contractor waives any right to make a claim based upon a revision if such notice was not provided.

Section 8 - Right of Decisions

All services shall be performed by the Contractor in accordance with the Standard of Care as set forth in Section 3 and to the reasonable requirements of the County. The County Public Works Director or designee 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 Contractor does not concur with the decisions of the County, within ten days after determination by the Public Works Director or designee, the Contractor shall present any such objections in writing to the County Public Works 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's Office and the Public Works Department for review and disposition at a hearing to be held within ten 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 Contractor goes through the appeal process established in this Contract and provided further that the Contractor strictly abides by the ten-day time deadline set forth in this paragraph.

Section 9 - Ownership of Documents

All design calculations, reports, tracings, plans, specifications, maps, contract documents, and/or other work products developed by the Contractor pursuant to this Contract shall become the property of the County without restrictions or limitations upon their use and shall be made available by the Contractor 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.

Section 10 - Reuse of Documents

The Contractor may not reuse data or work products exclusively developed for this project by the Contractor for the County without express written permission of the

County. The County acknowledges that none of the documents or materials are intended or represented by the Contractor to be suitable for reuse by the County on any other project. Any reuse without written verification or adaptation by the Contractor for the specific purpose intended will be at the County's sole risk and without liability or legal exposure to the Contractor.

Section 11 - Notices

Any notices, reports or other written communications from the Contractor to the County shall be considered delivered when posted by certified mail, delivered in person or by e-mail to:

Public Works Department
Tammy Thomas-Wood, Support Services Manager
2725 Judge Fran Jamieson Way, Building A, Suite 201
Viera, FL 32940
tammy.thomas-wood@brevardfl.gov

Any notices, reports or other communications from the County to the Contractor shall be considered delivered when posted by certified mail, delivered in person or by e-mail to:

Kisinger Campo & Associates, Corp.
Paul G. Foley, P.E., President
201 North Franklin Street, Suite 400
Tampa, FL 33602
paul.foley@kisingercampo.com

Section 12 - Audit Rights

In performance of this Contract, the Contractor shall keep books, records, and accounts of all activities related to this Contract in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Contractor in conjunction with this Contract, and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the County. The Contractor shall retain all documents, books and records for a period of five years from date of final payment or termination of this

Contract, unless such records are exempt from section 24(a) of Article I of the State Constitution and Ch. 119, Florida Statutes. All records or documents created by or provided to the Contractor by the County in connection with this Contract are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the County in a format compatible with the information technology systems of the County.

The Contractor shall ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract and following completion or termination of the Contract if the Contractor does not transfer the records to the public agency. In lieu of retaining all public records upon completion or termination of this Contract, the Contractor may transfer, at no cost to the County, all public records in possession of the Contractor. If the Contractor transfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

Section 13 – Public Records

Pursuant to Section 119.0701, a request to inspect or copy public records relating to this Contract must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request and the Contractor must provide the records to the County or allow the records to be inspected or copied within twenty-four hours (not including weekends and legal holidays) of the request so the County can comply with the requirements of Sections 119.07. The Contractor may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order-47, incorporated herein by this reference and included in Attachment “C”.

If the Contractor fails to provide the requested public records to the County within a reasonable time, the Contractor may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal

penalties. Sections 119.0701, 119.110. The Contractor's failure to comply with public records requests is considered a material breach of this Contract and grounds for termination.

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR PUBLIC WORKS:
ROBERT HENDRICKS 321-617-7202 robert.hendricks@brevardfl.gov**

Section 14 – E-Verify

The Contractor shall utilize the United States Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract; and

- A. Contractor shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the United States Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and
- B. Compliance with the terms of this section is made an express condition of this Contract and the County may treat a failure to comply as a material breach of this Contract.
- C. A contractor who registers with and participates in the E-Verify program may not

be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment.

- D. In accordance with the County's E-Verify provisions, the Contractor agrees to provide a copy of their fully executed E-Verify Memorandum of Understanding prior to execution of the Contract.
- E. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

Section 15 - Subcontracting

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

Section 16 - Attorney's Fees

In the event of any legal action to interpret or enforce the terms of this Contract or any provision hereof, each party shall bear its own attorney's fees and costs and any trial shall be non-jury.

Section 17 – Venue

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

Section 18 - Contingent Fees

The Contractor warrants that no person or company was employed or retained to solicit or secure this Contract 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 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.

Section 19 - Termination/Modification of Contract

- A. If through any cause, the Contractor shall fail to fulfill its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the County shall have the right to terminate this Contract by giving written notice to the Contractor of such termination, specifying the effective date thereof. Notice shall be given at least ten days before the effective date of such termination.
- B. The County reserves the right to terminate this Contract, without cause, upon thirty days written notice. The Contractor may terminate this Contract for any reason upon thirty days written notice provided that any outstanding approved work is completed by the Contractor.
- C. In the event of termination by the County, the County's sole obligation to the Contractor shall be payment for those portions of satisfactorily, completely, performed work previously authorized. Such payment shall be determined on the basis of the hours of work performed by the Contractor, or the percentage or work complete as estimated by the Contractor 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 Contractor, elect to employ other persons to perform the same or similar services.
- D. The terms of this Contract may be modified upon the mutual agreement of the Contractor and the County as confirmed in writing.
- E. In the event that the Contractor changes names, 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 Contract subject to the terms described above.
- F. In the event of termination of this Contract, the Contractor agrees to surrender any and all documents prepared by the Contractor for the County in connection

with this Contract, of which, the County shall have full ownership thereof, Contractor shall retain copies of such documents for record purposes.

Section 20 - Duration of Contract

This Contract shall be effective from the date of the last signature and remain in full force and effect for the duration of the Project, unless it is terminated as otherwise provided herein.

Section 21 - Default

In the event the Contractor fails to comply with the provisions of this Contract, the County may declare the Contractor in default by written notification. In the event partial payment has been made for professional services not completed, the Contractor shall return any sums due to the County as a result of Contractor's default within ten days after notice and demand that said sums are due. The Contractor 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 over those set forth in the Contractor's Contract.

Section 22 - Indemnification & Insurance

The County shall be held harmless against any and all claims for and related in any way to bodily injury, sickness, disease, death, personal injury, damages to property of any kind (loss of use of any property or assets resulting therefrom), schedule delay claims of any kind, including but not limited to loss of efficiency or productivity, arising out of or resulting from the performance of the products or services for which the County is contracting hereunder, to the extent caused by the negligent acts, recklessness, or intentional wrongful conduct of the Contractor, or any of their agents or employees, including subcontractors. Such negligent acts by the Contractor include, but are not limited to, any errors or omissions in the Contractor's design services.

The Contractor agrees to fully 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 above. 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 Contract for this hold harmless/indemnification provision. This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of sovereign immunity of the County.

The Contractor shall be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by this Contract, the following types of insurance. The policy limits required are to be considered minimum amounts.

- A. **General Liability Insurance** with a \$1,000,000 combined single limit for each occurrence to include the following coverages: Operations, Products and Completed Operations, Personal Injury, and Contractual Liability.
- B. **Auto Liability Insurance** which includes coverage for all owned, non-owned and hired vehicles with \$1,000,000 combined single limit for each occurrence.
- C. **Errors and Omissions:** The Contractor shall be liable and responsible for his/her errors and omissions in performance of any and all contract responsibilities. Contractor shall carry professional liability insurance and indemnify the County against his/her errors and omissions as specified herein below.
- D. **Professional Liability Insurance** in the amount of \$1,000,000 per claim and \$3,000,000 in the annual aggregate covering the risk of errors and omissions in the professional services provided under this Contract. If such policy is written on a "claims made" (rather than "occurrence") basis, continuous coverage shall be maintained in effect from the date of commencement of services to a period of at least four years beyond the termination or completion of services or until expiration of on any applicable statute of limitations, whichever is longer.
- E. **Workers' Compensation and Employers Liability Insurance:** Workers Compensation insurance providing statutory benefits as required in the State of

Florida. The Contractor shall require any subcontractor, unless such employees are covered by the protection afforded by the Contractor, to provide evidence of this coverage or proof of exemption. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes, or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, vendor or supplier. This coverage must include Employer's Liability with a minimum limit of \$100,000 for each accident, \$100,000 each employee, and \$500,000 policy limit for Disease.

The Contractor shall provide Certificate (s) of Insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this Contract. Insurance carriers providing coverage required herein must be licensed or authorized to conduct business in the State of Florida and must possess A.M. Best's Financial Strength Rating of A- Class VIII or better. The Certificate (s) of Insurance shall indicate that the policies for General Liability and Auto Liability 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 cancelled or modified without thirty days prior written notice to the County.

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

Section 23 - Quality Control

The Contractor agrees to 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 Contractor shall be compensated for the additional work in accordance with Section

5 of this Contract.

The County will evaluate the Contractor's performance within sixty days of final invoice by e-mail to the Contractor. The evaluation will be a public record. The evaluation will be used by the County in determining the Contractor's qualifications for future contracts with the County.

Section 24 – Public Entity Crimes

The Contractor shall provide a fully executed Public Entity Crimes Affidavit in accordance with Florida Statutes 287.133 prior to execution of this Contract attached hereto as Completed Forms, Attachment “B” and made a part hereof by this reference.

Section 25 - 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 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.

Section 26 - Interest of Contractor

The Contractor 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 Contractor further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

Section 27 - Entirety of Contract

This writing, together with documents referenced herein, embody the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein. No alteration, change, or modification of the terms of this Contract shall be valid unless made in writing, signed by both parties. This Contract, regardless of

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

Section 28 – Severability

In the event a court of competent jurisdiction finds any sentence, provision, paragraph, or section of this Contract void or unenforceable, the remaining parts of this Contract shall continue to full force and effect as though such sentence, provision, paragraph, section had been omitted from this Contract.

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

Attest:



Scott Ellis, Clerk

Board of County Commissioners
of Brevard County, Florida


_____ 6/2/18
Date

Kristine Isnardi, Chair

As approved by the Board on 3/6/2018

Approved as to legal form and content:



Assistant County Attorney

(SEAL)

Kisinger Campo & Associates, Corp.

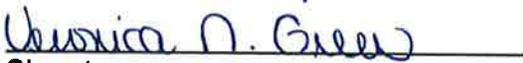


Paul G. Foley, P.E., President

STATE OF FLORIDA §
COUNTY OF BREVARD §

I hereby certify that before me, an officer duly authorized to take acknowledgments, personally appeared Paul G. Foley to me known to be the President of Kisinger Campo & Associates, Corp., or provided n/a 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.

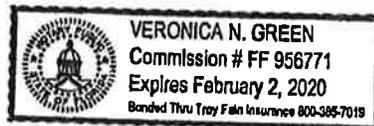
WITNESS my hand and official seal in the State and County last aforesaid this 28th day of May, 2019.



Signature

Veronica N. Green

Notary Name (typed or printed)



Attachment "A" Federal Emergency Management Agency (FEMA) Requirements

(*throughout the clauses set forth in this Attachment, "Contractor" shall mean "CONSULTANT" and "contract" shall mean "Agreement" as used in the main Contract)

During the performance of this contract, the Contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to all employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or worker's representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

sanctions as may be imposed and remedies invoked as provided in Executive Order of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."
8. **Clean Air Act and the Federal Water Pollution Control Act:** (For all contracts in excess of \$150,000)

Clean Air Act –

- i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- ii. The contractor agrees to report each violation to the Brevard County Public Works Department and understands that the Brevard County Public Works Department will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional office.
- iii. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act -

- i. The contractor agrees to comply withal applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- ii. The contractor agrees to report each violation to the Brevard County Public Works Department and understands and agrees that the Brevard County Public Works Department will, in turn, report each violation to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

9. Suspension and Debarment:

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by Brevard County Public Works Department. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Federal Emergency Management Agency and Brevard County Public Works Department, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

10. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended):

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

11. Procurement of Recovered Materials:

In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

12. Additional FEMA Requirements:

A. Access to Records:

- i. The contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers and records of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- ii. The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

B. DHS (Department of Homeland Security) Seal, Logo and Flags:

The contractor shall not use DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

C. Compliance with Federal Law, Regulations and Executive Orders:

The contractor acknowledges that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

D. No Obligation by Federal Government:

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

E. Fraud and False or Fraudulent or Related Acts:

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Attachment "B" Completed Forms

PUBLIC ENTITY CRIME AFFIDAVIT

STATE OF FLORIDA

COUNTY OF Hillsborough

BEFORE ME, the undersigned authority, personally appeared Paul Foley, PE,
_____ who, being by me first duly sworn, made the following
statement:

1. The Business address of Kisinger Campo & Associates, Corp. (name of bidder or contractor) is 201 N. Franklin St. Suite 400, Tampa, FL 33602
2. My relationship to Kisinger Campo & Associates, Corp. (name of bidder or contractor) is President (relationship such as sole proprietor, partner, president, vice president).
3. I understand that public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or conviction" is defined by the statute to mean a finding of guilt or a adjudication of guilt, in any federal or state trial court of record relating to charges brought my indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholder, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 6 if paragraph 7 below applies.)

7. ~~There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ A copy of the order of the Division of administrative Hearings is attached to this statement.~~

(Draw a line through paragraph 7 if paragraph 6 above applies.)

Paul M. Aley

Sworn to and subscribed before me in the state and county first mentioned above on the 19th day of November, 2018.

Theresa Saulgiver
Notary Public

(affix seal)

My commission expires:

January 29, 2020



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
 FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS**

375-030-50
 PROCUREMENT
 OGC - 03/17

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes..

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
4-19-02	Professional Engineering Services Sea Ray Drive Bridge over Sykes Creek Repair Design Criteria Package	

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
Paul Foley, PE		11/19/2018
David Thompson, PE		11/19/2018

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
(Compliance with 2 CFR Parts 180 and 1200)

375-030-32
PROCUREMENT
11/15

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Kisinger Campo & Associates, Corp.

By: Paul G. Foley, PE

Date: 10/19/2018

Title: President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: Kisinger Campo & Associates, Corp.

By: Paul G. Foley Date: 10/19/2018 Authorized Signature
Paul G. Foley, PE

Title: President

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?

YES NO

If no, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: <u>Kisinger Campo & Associates, Corp</u> <u>201 N. Franklin Street - Suite 400</u> <u>Tampa, FL 33602</u> Congressional District, if known: <u>4c</u>	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ Congressional District, if known: _____	
6. Federal Department/Agency: _____ _____	7. Federal Program Name/Description: _____ _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____ _____ _____	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u></u> Print Name: <u>Paul G. Foley, PE</u> Title: <u>President</u> Telephone No.: <u>813.871.5331</u> Date (mm/dd/yyyy): <u>10/19/2018</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

**CERTIFICATION REGARDING LOBBYING
COMPLIANCE with APPENDIX A, 44 C.F.R. PART 18**

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

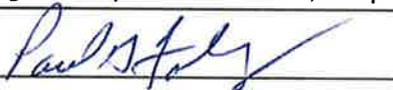
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Consultant: Kisinger Campo & Associates, Corp.

By: Paul G. Foley, PE



Title: President

Date: October 19, 2018

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

CONFIRMATION OF DRUG-FREE WORKPLACE FORM

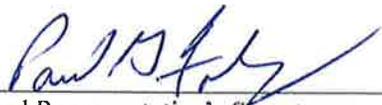
The Bidder certifies that it will provide a drug-free workplace by:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

As the person authorized to sign the statement, I certify that this firm complies with the above requirements.

Kisinger Campo & Associates, Corp.
Business Name

RFQ No. 4-19-02; Sea Ray Drive Bridge over Sykes Creek
Repair Design Criteria Package for Design-Build project
Bid Number and Name


Authorized Representative's Signature

11/19/2018
Date

Paul G. Foley, PE
Name

President
Position

This Form Must Be Completed and Returned with your submittal

BREVARD COUNTY FACILITIES DEPARTMENT

REQUEST FOR PROPOSAL

RFP# 4-19-02

PROFESSIONAL DESIGN SERVICES

DISPUTES DISCLOSURE FORM

Please answer the following questions "Yes" or "No". If you answer yes to any of the questions please provide a full explanation below the question.

1. Has your firm or any of its officers received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association with in the last five (5) years? NO

2. Has your firm or any member of your firm been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years? NO If yes, indicate company name, contact name and telephone number, length of service provided, and reason for early cancellation/termination of contract.

3. Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation, within the last five (5) years? NO If yes, the explanation must state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved? _____

I hereby certify that all statements contained herein are true. I agree and understand that any made are any misstatement or misrepresentation or falsification of facts shall be cause for disqualification of the submittal, immediate cancellation of any contract with the County that might arise from the representations contained herein, and forfeiture of rights for further consideration for work in the County of Brevard.

Firm: Kisinger Campo and Associates, Corp.

Name/ Title: Paul G. Foley, PE/President

Authorized Signature / Date:  10/19/2018

TRUTH-IN-NEGOTIATIONS CERTIFICATE

STATE OF FLORIDA
COUNTY OF BREVARD

Before me, the undersigned authority, personally appeared Affiant, Paul G. Foley, P.E.,
who being first duly sworn, deposes and says:

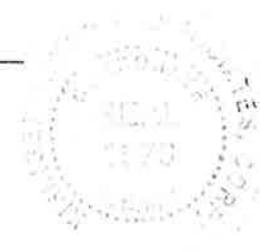
1. That the undersigned firm is furnishing this Truth-in-Negotiation Certification pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive a contract for professional services with the Board of County Commissioners of Brevard County, Florida.
2. That the undersigned firm is a corporation which engages in furnishing professional engineering services and is entering into a contract with the Board of County Commissioners to provide professional engineering services for the Sea Ray Drive over Sykes Creek Bridge Repair project.
3. That the undersigned firm will furnish the Board of County Commissioners of Brevard County, Florida a detailed analysis of the cost of the professional services that will be required to perform various services as each Task Order is proposed.
4. That the wage rates and other factual unit costs supporting the compensation for this project's contract will be accurate, complete and current at the time the undersigned firm and the Board of County Commissioners of Brevard County, Florida enters into the contract for professional engineering services and at the time of execution of each Task Order.
5. The undersigned firm agrees that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Board of County Commissioners of Brevard County, Florida determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the contract. For the purpose of this certificate, the end of the contract shall be deemed to be the date of final billing or acceptance of the work by the Board of County Commissioners of Brevard County, Florida, whichever is later.

Name of Firm/Consultant: Kisinger Campo & Associates, Corp.

By: *Paul G. Foley* May 20, 2019
Authorized Signature (Paul G. Foley, P.E.) Date

Title: President

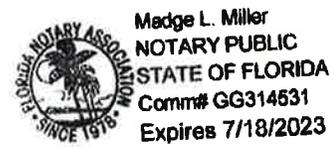
Attest: *Paul G. Foley* (Seal)
Notary



The foregoing instrument was acknowledged before me by Paul G. Foley, P.E. who has produced N/A as identification or is personally known to me.

WITNESS my hand and official seal in the State last aforesaid this 20th day of May, 2019.

Madge L. Miller
(Notary Public)



Attachment "C" County References

ADMINISTRATIVE ORDER

TITLE: Prompt Payment of Invoices

NUMBER: AO-33
CANCELS: 04/11/08
APPROVED: June 1, 2016
ORIGINATOR: County Manager
REVIEW: June 1, 2019

I. PURPOSE AND SCOPE

To specify the process for receiving invoices, evaluating invoices for proper content, notifying vendors of improper invoices and resolving disputes related to invoices, so that timely payment occurs.

II. DEFINITIONS AND REFERENCES

- A. Agent: Means project architect, project engineer, or any other agency or person acting on behalf of the County.
- B. Construction services: All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvements to real property that require a license under parts I and II of Florida Statutes, Chapter 489.
- C. Contractor or provider of construction services: Any person who contracts directly with the County to provide construction services.
- D. County: A political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution. For the purpose and scope of this Administrative Order, "County" shall mean the Board of County Commissioners of Brevard County, Florida and those departments and offices under the authority of the Board.
- E. Florida Prompt Payment Act, Sections 218.70 through 218.80, Florida Statutes.
- F. Payment request: A request for payment for construction services which conforms with all statutory requirements and to all requirements specified by the County.
- G. Proper Invoice: An invoice which conforms to all statutory requirements and all requirements set forth in Section V below.
- H. Purchase: The purchase of goods, services, or construction services; the purchase or lease of personal property; or the lease of real property by the County.

- I. Vendor: Any person who sells goods or services, sells or leases personal property, or leases real property directly to the County.

III. NOTIFICATION TO VENDORS OF COUNTY REQUIREMENTS

Purchasing, or in the case of contracts where Purchasing is not involved, the appropriate County department/agency shall make the invoice requirements set out herein available to the vendors.

IV. INVOICE RECEIPT

- A. The County agency first receiving an invoice shall mark the invoice with the agency's name and the date received by using a dated stamp, or by typing or writing in ink or other acceptable methods.
- B. All Board agencies are required to submit undisputed invoices for payment to County Finance within ten (10) days after receipt of invoice.
- C. All Board agencies are required to maintain a record of the receipt of services, receipt of invoice and subsequent submittal of invoice to County Finance.

V. INVOICE EVALUATION FOR PROPER CONTENT

- A. The County agency receiving the items specified on the invoice shall review the invoice to ensure that the information is accurate and that it contains all of the information as follows :
 - 1. Invoice fully complies with applicable purchase order, contract, etc.
 - 2. Vendor name and address.
 - 3. Purchase order/contract number (if applicable)
 - 4. Invoice date
 - 5. Invoice Number
 - 6. Itemized invoice, including division of parts and labor charges, if applicable.
 - a. Number of items
 - b. Type of items
 - c. Unit price, extended price and total
 - 7. Delivery date or date of service.
- B. Upon review, those invoices determined to be accurate and correct shall be signed by the agency staff person authorized to approve expenditures of their agency's funds and whose signature is on file with the Finance Department in accordance with AO-39, Signature Authorization Cards. The authorized reviewer shall also indicate the date the review was performed.
- C. Full and partial payments shall be certified for payment and forwarded to County Finance.

VI. NOTIFYING VENDORS OF IMPROPER INVOICES

- A. Any errors shall be annotated on the invoice.

- B. In any case in which an improper invoice (meaning the invoice contains incorrect information or is missing information required under this Administrative Order) is submitted by a vendor, the County agency reviewing the invoice for proper content shall, within 10 days after the improper invoice is first received by Brevard County, notify the vendor that the invoice is improper.
- C. The County agency shall indicate, in writing, what corrective action on the part of the vendor is needed to make the invoice proper and the date by which a corrected invoice should be received by the County.

VII. RESOLVING INVOICE DISPUTES

- A. In the event a dispute occurs between a vendor and the County concerning payment of a payment request or an invoice, such disagreement shall be resolved by a vendor dispute committee consisting of representatives of the affected County agency, Purchasing, and the County Attorney.
- B. Proceedings to resolve the dispute shall commence not later than 45 days after the date on which a payment request or proper invoice was received by the County and shall be concluded by final decision by the County not later than 60 days after the date on which the payment request or proper invoice was received by the County. Resolution of disputes between a vendor and the County concerning payment of a payment request or an invoice will follow F.S. 218.76.
- C. If the dispute is resolved in favor of the County, then interest charges shall begin to accrue 15 days after the County's final decision.
- D. If the dispute is resolved in favor of the vendor, then interest shall begin to accrue as of the original date the payment became due.

VIII. CALCULATION OF TIME UPON WHICH PAYMENT IS DUE

- A. The time at which payment is due for a purchase other than construction services shall be calculated from:
 - 1. The date on which a proper invoice is received by the Finance Department after approval by the receiving department or office; or
 - 2. If a proper invoice is not received, whichever is the latest date of the following:
 - a. The date on which delivery of personal property is accepted by the County;
 - b. The date on which services are completed;
 - c. The date on which the rental period begins; or
 - d. The date on which the County and vendor agree in a contract that provides dates relative to payment periods
- B. Payment for purchases of construction services will follow F.S. 218.735 and are as follows:
 - 1. The due date for payment for the purchase of construction services by the County is determined as follows:
 - (a) If the project architect or project engineer or other agent as defined must approve the invoice prior to the invoice being submitted to the County, payment is due 25

business days after the date on which the invoice is stamped as received by the agent as provided in Section IV, A of this Administrative Order. The contractor may send the County an overdue notice. If the payment request or invoice is not rejected within 4 business days after delivery of the overdue notice, the payment request or invoice shall be deemed accepted, except for any portion of the payment request or invoice that is fraudulent or misleading.

- (b) The County shall identify the agent or employee of the County, or the facility or office, to which the contractor may submit its payment request or invoice. This requirement shall be included in the contract between the County and contractor, or shall be provided by the County through a separate written notice, as required under the contract, no later than 10 days after the contract award or notice to proceed.
 - (c) If an agent need not approve the invoice which is submitted by the contractor, payment is due 20 business days after the date on which the invoice is stamped as received as provided in Section IV, A of this Administrative Order.
2. The County may reject the invoice within 20 business days after the date on which the invoice is stamped as received as provided in Section IV, A of this Administrative Order. The rejection must be written and must specify the deficiency in the invoice and the action necessary to make the invoice proper.
 3. If an invoice is rejected under subsection (2) or this subsection and the contractor submits a corrected invoice, the corrected invoice must be paid or rejected 10 business days after the date the corrected invoice is stamped as received.
 4. If a dispute between the County and the contractor cannot be resolved by the procedure in (2) and (3), the dispute will be resolved in accordance of Section VII of this Administrative Order.
 5. The payment time periods provided in this section for construction services purchased by the County shall not affect contractual provisions or contractual covenants of the County in effect on September 30, 1995.
 6. Any portion of an invoice that is not disputed shall be paid in accordance with F.S.218.735. Retainage for payments shall be as provided in F.S. 218.735.

- C. Payment by grant funds: If the County intends to pay for a purchase with grant funds, the County shall not make such purchase without reasonable assurance that the funds received will cover the cost. Where payment or the time of payment is contingent on receipt of grant funds or federal approval, any contract and any solicitation to bid shall clearly state such contingency.

IX. TIMELY PAYMENT OF INVOICE

- A. The time by which payment for goods or services other than construction services is due shall be 45 days from the date established in Section IV.A or specified in Section VII and in accordance with F.S. 218.74.
- B. The time by which payment for construction services is due shall be in accordance with F.S. 218.735.

X. INTEREST PAYMENT

- A. Non-timely payments bear interest from 30 days after the due date at the rate of one percent (1%) per month on the unpaid balance. Any overdue period of less than one (1) month shall

be considered as one month in computing interest. Interest computation will follow F.S. 218.74.

- B. Vendors must invoice the County for the accrued interest. It is the responsibility of the department to fund the interest payment.
- C. No contract between the County and a vendor or a provider of construction services shall prohibit the collection of late payment interest charges allowable under F.S. 218.74.

XI. REPORT OF INTEREST

County Finance shall, during December of each year, report to the Board of County Commissioners the number of interest payments exceeding \$250 made by the County during the preceding fiscal year and the total amount of such payments.

XII. STATUTORY REQUIREMENTS

Should any directives or procedures included herein conflict with requirements established within Sections 218.70 through 218.79, Florida Statutes or any other sections of Florida Statutes, as amended, statutory requirements shall prevail.

XIII. RESERVATION OF AUTHORITY

The authority to issue and/or revise this Administrative Order is reserved for the County Manager.



Stockton Whitten
County Manager
6/3/16

Date



ADMINISTRATIVE ORDER

Title: COORDINATION OF PUBLIC RECORDS REQUESTS

Number: AO-47
 Cancels: 04/07/2010
 Approved: 10/06/2015
 Originator: County Attorney
 Review: 10/06/220018

I. PURPOSE

Brevard County is committed to the requirements set forth in Chapter 119, Florida Statutes, governing access to public records, also known as the Public Records Law.

The purpose of this Administrative Order is to provide guidelines and procedures for all county administrative personnel, department directors and staff to assure compliance and uniformity with regard to the handling of requests for inspection and copies of public records not exempted by state law.

I. AUTHORITY

- A. Chapter 119, Florida Statutes – The Public Records Act
- B. BCC-22, Records Management Program
- C. BCC-30, Cost of Copying Documents for the Public
- D. BCC-33, Social Media Policy

II. DEFINITIONS

- A. **Electronic Records** – any data files and databases, word processing files, spreadsheets, digital photos, voice and video recordings, electronically generated or maintained documents relating to county business and any other electronic messages relating to county business, including text messages, tweets, written communication on social networking websites, and email.
- B. **Records Custodian** - an employee appointed by the director of each county department to oversee the management, retention and timely disposition of their records, whether maintained on-site, offsite, in electronic systems or stored at the Records Management Center; and assists in carrying out the requirements of Florida Statute 119.07.

- C. Records Coordinator** - the individual appointed by the County Attorney to coordinate the responses of the departments to requests for public records that are received.
- D. Requestor** – the person requesting to inspect and/or receive copies of public records.
- E. Redacting** – to electronically conceal or manually black out from a copy of an original public record any information deemed confidential or exempt from disclosure by statute.
- F. Public Records Request Tracking Software** - a software program utilized by County staff and monitored by the appointed Records Coordinator to assist staff in assuring records requests are timely addressed.

III. WHAT IS A PUBLIC RECORD?

Section 119.011(1), Florida Statutes, defines “public records” as “all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by the county.

A. Public records include (but are not limited to):

1. All paper documents maintained by county employees or county officials, including any archived documents stored in private or public facilities.
2. All Electronic Records relating to county business whether generated on work or home computers, phones, or other electronic devices including, but not limited to, email, text and voice mail.
3. All materials made or received by an agency in connection with official business which are used to perpetuate, communicate or formalize knowledge.
4. Draft documents, whether on paper or electronic, once they have been sent to or circulated to another person or persons.

B. The following are not public records:

1. Personal emails that do not involve official business of the county.
2. Draft documents that have not been circulated to another person or persons.
3. Personal notes concerning county business unless they are circulated or sent to others or if they were taken with the intention to perpetuate, communicate, or formalize knowledge.

IV. RESPONDING TO A PUBLIC RECORDS REQUEST

A. General Employee Responsibilities

- 1. Notify the department's Records Custodian of the request.**
- 2. Respect the requesting party's rights under the law**, including his or her right to remain anonymous. A requestor is not required to provide any identifying information, nor is the party required to put a request for public records in writing. The requestor can be asked for contact information, but if the requestor declines to give such information, it cannot be required. Any inquiry after that should be how to contact the requestor or have the requestor contact the employee about payment of any authorized deposits/fees or to pick up the records.
- 3. Refer the requestor to a location on Brevard County's website whenever possible.** In cases where the county's website hosts the same records as those requested, such as recordings of board meetings or presentations, providing a link to the specific webpage should be sufficient and may be more convenient and cost-effective for the requestor. **Do not simply provide a link or direction to the website. Take steps to: (1) ensure that the requesting party is able to access the relevant portion of the website; and (2) confirm that the information on the website is fully responsive to the request made.**
- 4. Follow approved procedures for processing public records requests**, which are outlined in this Administrative Order.

B. DEPARTMENT DIRECTOR RESPONSIBILITIES

- 1. Appoint an employee to be the Records Custodian for the department.**
- 2. Support the Records Custodian and other employees in fulfilling requests made and ensure they have appropriate training.** Fulfilling public records requests is a legally required part of the job of every County employee.
- 3. Follow approved procedures for processing public records requests**, which are outlined in this Administrative Order.

C. RECORDS CUSTODIAN RESPONSIBILITIES

- 1. Be knowledgeable about public records tracking software program.** A user manual for Records Custodians will be made available. It is important that Records Custodians understand how to enter requests into the program so that the County can track, and efficiently fulfill all records requests.
- 2. Direct the Requestor to the correct department for the records.** Sometimes, Requestors might approach the wrong department for records. If the records sought are being held by another department, the Requestor should be directed to the appropriate department. **If a record sought has an unknown origin, contact the Records Coordinator.**
- 3. Contact the Records Coordinator if a request might include records outside the department.** The Records Coordinator exists to facilitate multi-departmental requests. Do not hesitate to contact the Coordinator for assistance.

4. **Contact the Records Coordinator if a request includes emails.** The Office of the County Attorney and Information Systems are the only two departments with the capacity to comprehensively search county email. As a result, the Record Custodian may have to go to the Office of the County Attorney to review the results of such email searches performed.
5. **Make all non-exempt records available**, in their original format, for inspection and/or copying within a reasonable timeframe of the original request. **There are many exemptions and the county is required to invoke them when applicable.** If a department is unsure as to whether certain information is exempt under Florida law, contact the County Attorney's Office for clarification.
6. **In writing, acknowledge a request has been received and, if needed, clarify the request.** Many requests require clarification. Communicating with the requestor often will result in a more focused request that involves less time and expense to respond.
7. **Follow up on records requests promptly.** When the request is for particular records that are readily available, a best practice is to make them available to the requestor as soon as possible. In other cases, let the requesting party know when the records will be available for inspection, or that extensive research will be required.
8. **Charge requestors for the cost of duplication and for extensive staff time.** Extensive staff time is defined as any time after the first one-half hour that it takes to research, gather or process the public records request, as well as the time spent with the requestor to review the records.
9. **Provide the requesting party with a cost estimate prior to fulfilling his or her request.** This estimate should include the cost of the time required for redacting any exempted information as well as the time spent reviewing emails generated through the IT department.
10. **Refer to the attached *Public Records Request Fee and Cost Schedules* to quote, estimate and invoice for the costs associated with the public records request.**
11. **Collect 50 percent of the fees for the estimated duplication and staff time fees upfront before starting the work to gather or research or duplicate records.** Collect the remaining balance prior to release of the records, or reimburse any amount necessary should the amount collected be more than the actual cost of resources used.
12. **Close any open requests after 30 days with no contact with the requestor.** If a requestor has not been in contact with the department for more than 30 days after an letter /email is sent with deposit information or requesting clarification of the request, the department should close the request. The initial letter/email to the requestor should advise the requestor that if the County does not receive a response within 30 days of the letter/email, it will be assumed that the requestor does not wish to proceed with the request and the request will be considered closed. When closing the request, the Records Custodian should, if possible, send a written communication to the requestor notifying the requestor that the request has been closed. This communication should also inform the requestor that the request can be renewed at any time if desired.

13. **Provide for and supervise all inspections of original or master copies of public records** to prevent damage, loss or alteration.
14. **Maintain a record of the request and its resolution.** Update the public records request tracking program on a regular basis to provide the status of the request until closed by providing the records or by notification to requester that request was closed based on lack of communication or failure to provide deposit after thirty or more days of initial contact from Records Custodian/Coordinator. Status updates would include a summary of contacts between a custodian and requestor that result in a revised request and how it was revised.
15. **Update the public records tracking software to note the location of the County's copy of what was provided in response to the records request.**
16. **Maintain public records in accordance with the dictates of BCC-22.**
17. **Follow approved procedures for processing public records requests, which are outlined in this Administrative Order.**

V. COUNTY ATTORNEY SUPPORT FEE

If the County Attorney's Office, or its appointed Records Coordinator, spends more than five (5) hours with a given department in ensuring a request gets fulfilled, the department will be assessed a \$200/hour fee for the support provided by the County Attorney's Office.

V. RESERVATION OF AUTHORITY

The authority to issue and/or revise this Administrative Order is reserved to the County Manager.



Stockton Whitten
County Manager

October 6, 2015
Date

Public Records Request Fee Schedule*

Those seeking copies of public records will be charged only the actual costs of making copies. However, if the nature or volume of the request requires extensive use of technology or clerical assistance by county staff, the county may charge, in addition to actual cost of duplication, an additional special service charge in accordance with Chapter 119(4)(d), Florida Statutes, and paragraph V.C.7 above.

Professional Rate ¹	Administrative Rate ²
\$16.26/hr	\$9.44/hr

Public Records Cost Schedule*

As of the date of this revision of AO-47, the uniform fee for copies to be charged by all departments is as follows, unless otherwise provided by law:

Media	Cost
Paper: First 30 pages per month	Free
Paper: 11x8.5 or less - one-sided	.15
Paper: 11x8.5 or less - two-sided	.20
Paper: 14x8.5 or less - one-sided	.15
Paper: 14x8.5 or less - two-sided	.20
Paper: 11x17	.25
Media Storage Devices (Flash Drives, CDs, DVDs, VHS, etc.)	All actual cost of the media storage device and any associated sleeve/packaging. Actual mailing costs must be charged rather than a flat fee. Mailing costs include jewel case and padded mailing envelope, subtracting the sleeve cost, plus postage.
Postage	Large orders or those to be mailed out of country will be weighed and calculated individually, using www.usps.gov for postage rates.
Copy Service Costs	Any unusually large volume of copying that requires the documents to be sent to a copy service for reproduction will be billed to the requestor based on the actual cost to the county.

¹ Professional rate is calculated as the lowest professional rate County-wide, with “professional” determined by the EEO designation, as shown in the Pay and Classification Plan (updated September 28, 2013). Also, the Agriculture and Extension department wages are partially paid by the University of Florida (UF). Accordingly, that department’s pay rate was not considered in making this calculation.

² The Administrative rate is determined by the lowest clerical rate County-wide, with “clerical” determined by the EEO designation, as shown in the Pay and Classification Plan (updated September 28, 2013).

*Fee and Cost Schedules approved by the Board of County Commissioners on October 6, 2015.