

Meeting Date
JULY 21, 2015



AGENDA	
Section	CONSENT
Item No.	II.A.7

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

SUBJECT:	Approval Re: Partial Contract Assignment for Professional Engineering Services Agreement
DEPT/OFFICE:	Valkaria Airport/Community Services Group

**Requested Action:**  
It is requested that the Board approve and authorize the Chairman to execute the attached Partial Assignment and Transfer agreement between the County, Hanson Professional Services Inc., and EG-Solutions for task orders relating to the design, permitting, bidding and construction support services of an Administrative and Flight Services Facility and Hangar-F building at Valkaria Airport.

**Summary Explanation & Background:**  
The County solicited Requests for Qualifications (RFQ) for Continuing Architectural/Engineering Design Consultant Services for Valkaria Airport in 2009 and 2014. In 2009 Hanson Professional Services Inc., received a Consultant Services Agreement with Brevard. In 2014 a new Consultant Services Agreement was executed with Hanson that included sub-consultant, EG-Solutions as a Team Member assigned Program Management activities for the airport.

In accordance with the Contract, Section XV-Subcontracting, Hanson Professional Services has requested formal approval for a task assignment to EG-Solutions for the design/procurement phase for the Administrative and Flight Services Facility and Hangar-F building at Valkaria Airport.

Both the FDOT and Valkaria Airport budgets are fixed for the design/procurement phase for these two projects. It would be financially advantageous to assign the tasks directly to EG-Solutions as they do have overlapping engineering work and would avoid pass thru markup. EG-Solutions will be the Program Manager and Engineer of Record. Additionally they will handle subcontractors and administrative duties.

Due to the technical content of the design work for these projects and technical expertise of the Program Manager for EG-Solutions, the proposed Partial Contract Assignment Request for tasks associated with the Administrative and Flight Services Facility and Hangar-F building will offer Brevard County and Valkaria Airport the best possible design value at this time.

Contract Assignment has no financial impact.

Contact: Steve Borowski, 321-952-4590, [Steve.Borowski@brevardcounty.us](mailto:Steve.Borowski@brevardcounty.us)

Clerk to the Board instruction:						
Exhibits Attached: Contract Assignment Agreement						
Contract /Agreement (If attached):		Reviewed by County Attorney	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	PR <input type="checkbox"/>	USD FINANCE <input type="checkbox"/>
County Manager	Assistant County Manager		Department Director / Extension			
Stockton Whitten	Venetta Valdengo <i>Venetta Valdengo</i>		Steve Borowski, Airport Manager; 952-3490			



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

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

July 22, 2015

MEMORANDUM

TO: Steve Borowski, Valkaria Airport Manager

RE: Item II.A.7., Partial Contract Assignment and Transfer Agreement with Hanson Professional Services, Inc. and EG-Solutions for Administrative and Flight Services Facility and Hangar-F Building at Valkaria Airport

The Board of County Commissioners, in regular session on July 21, 2015, executed Partial Contract Assignment and Transfer Agreement with Hanson Professional Services Inc. and EG-Solutions for task orders relating to the design, permitting, bidding, and construction support services of an Administrative and Flight Services Facility and Hangar-F building at Valkaria Airport. Enclosed are two certified copies of the Partial Contract Assignment and Transfer Agreement for your action.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

/ds

Encls. (2)

cc: Contracts Administration  
Finance  
Budget

## PARTIAL ASSIGNMENT AND TRANSFER

THIS PARTIAL ASSIGNMENT AND TRANSFER is made and entered into this 21 day of July, 2015, by and between BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida (hereinafter referred to as the "SPONSOR"), HANSON PROFESSIONAL SERVICES, INC., a <sup>Delaware</sup> Florida corporation (hereinafter referred to as "HANSON"), and EG SOLUTIONS INC., a Florida Corporation (hereinafter referred to as "EG SOLUTIONS").

WHEREAS, the SPONSOR and HANSON previously entered into a Continuing Architectural/Engineering Design Consultant Services Agreement dated May 1, 2014 (the "Agreement"), which Agreement was the result of a Request for Qualifications issued by the SPONSOR;

WHEREAS, EG SOLUTIONS was included as a key team member of HANSON's in response to the aforementioned request for qualifications.

WHEREAS, the Agreement provides that HANSON shall not subcontract, assign, or transfer any of HANSON's work under the Agreement without the SPONSOR's written approval; and

WHEREAS, HANSON wishes to assign and transfer certain of its work under the Agreement to EG SOLUTIONS, and all parties concur that it is in the best interest of the SPONSOR that such assignment and transfer occur.

NOW, THEREFORE, in consideration of the covenants and premises contained herein, the SPONSOR, HANSON, and EG SOLUTIONS agree as follows:

### **ARTICLE I – WORK ASSIGNED AND TRANSFERRED**

EG SOLUTIONS shall perform the work of Design, Permitting, Bidding, and Construction Phase Services of Airport Administrative and Flight Services Facility and Design, Permitting, Bidding, and Construction Phase Services of Hangar Foxtrot. Said Task Orders shall issue directly to EG SOLUTIONS.

### **ARTICLE II – AGREEMENT INCORPORATED**

EG SOLUTIONS shall perform the work assigned and transferred herein as if it were the CONSULTANT in the Agreement, and in full compliance with the terms and conditions of the Agreement. EG SOLUTIONS specifically agrees to indemnify, defend and hold the SPONSOR harmless pursuant to Section XX of the Agreement, and acknowledges that specific consideration has been paid for such provision. EG SOLUTIONS further agrees to provide the insurance policies required therein. All provisions of the Agreement not specifically amended herein shall remain in full force and effect.

### **ARTICLE III – PAYMENT AND PARTIAL PAYMENTS**

Section IV of the agreement shall be modified to read as follows:

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

- A. EG Solutions shall submit signed invoices to the SPONSOR.
- B. The amount of each invoice submitted shall be the amount due for all services performed to date in connection with authorized work, as certified by the EG Solutions. Each invoice shall include any authorized reimbursable expenses and must reference the particular Work Order which authorized the services performed. The invoice shall be accompanied by copies of invoices for reimbursable expenses.
- C. Invoices for work other than lump sum shall include a breakdown for each part of the work billed for each item and personnel. Copies of all invoices paid by EG Solutions for expenses shall be included with the invoice.

### **ARTICLE IV – NOTICES**

Section XI of the agreement shall be modified to read as follows for the authorized representatives:

On behalf of the CONSULTANT:


EG Solutions Inc  
G. Kelly Rubino  
9015 Town Center Parkway, Suite 106  
Lakewood Ranch, FL 34202

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

ATTEST

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

BREVARD COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS:

  
BY: \_\_\_\_\_  
Robin Fisher  
Chairman

DATE: 7-21-15

AS APPROVED BY THE BOARD

DATE: 7-21-15

REVIEWED FOR LEGAL FORM AND  
CONTENT.

 7/9/15  
\_\_\_\_\_  
Assistant County Attorney

ATTEST

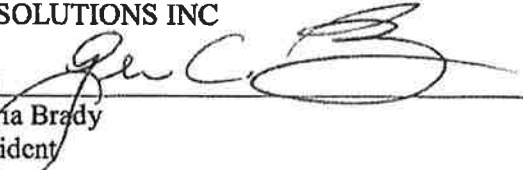
  
\_\_\_\_\_  
Heidi A. Bosley

HANSON PROFESSIONAL SERVICES INC

  
BY: \_\_\_\_\_  
Charles Snowden  
Sr. Vice President

DATE: 7-8-15

EG SOLUTIONS INC

  
BY: \_\_\_\_\_  
Gloria Brady  
President

DATE: 7-7-15

  
\_\_\_\_\_  
Sarah Bates, office manager  
Sarah Bates

## Daughtry, Sandy

---

**From:** Borowski, Steve  
**Sent:** Thursday, July 09, 2015 11:37 AM  
**To:** Daughtry, Sandy  
**Subject:** FW: Design services- Admin building and Hangars

Hello Sandy,  
Please attach a copy of this e-mail to the agenda report.

Thank You,  
Steve

---

**From:** Charles Snowden [CSnowden@hanson-inc.com]  
**Sent:** Wednesday, June 24, 2015 9:15 AM  
**To:** Borowski, Steve  
**Cc:** John Coombe; 'George Rubino'; Scott Brady  
**Subject:** Design services- Admin building and Hangars

Steve,

In accordance with Section XV-“Subcontracting” of our current contract with Brevard County, Hanson professional services is requesting formal approval for a task assignment to EG Solutions, for the above referenced design tasks. As you are aware, due to the technical content of the design work being requested, our team is in agreement that this proposed work assignment will offer Brevard County and Valkaria Airport the best possible design value at this time.

I am available to further discuss this request, if necessary. Please let me know if this arrangement would be acceptable.

Sincerely,

Chip Snowden AAE, CFM  
Aviation Market Principal  
Hanson Professional Services Inc.  
904.219.6559

---

### Disclaimer

This entire e-mail may contain confidential information belonging to the sender which is legally privileged. This information is intended only for the use of the individual(s) or entity named above. If you are not the intended recipient you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this e-mail in error please notify the sender immediately by e-mail and then delete this e-mail from your system.  
Mail delivered by Hanson Professional Services Inc. mail system.

---