



AGENDA REPORT
August 14, 2018

Permission to Issue Annual Supply Bids, Proposals and Requests for Qualifications (FY 2018/2019) and/or Negotiate Competitive Agreements

SUBJECT:

PERMISSION TO ISSUE ANNUAL SUPPLY BIDS, PROPOSALS AND REQUEST FOR QUALIFICATIONS (FY 2018/2019) AND/OR NEGOTIATE COMPETITIVE AGREEMENTS

FISCAL IMPACT:

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

DEPT/OFFICE:

Central Services

REQUESTED ACTION:

It is requested the Board grant Purchasing Services approval to perform the following actions regarding the attached list of commodities and services for fiscal year 2018/2019.

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

SUMMARY EXPLANATION and BACKGROUND:

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

source, a firm price and a performance period on high-volume, repetitive materials and continuing services.

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

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

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

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

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

Formal contracts and renewals will be in accordance with AO-29, Contract and Grant Administration.

Contact: Leslie Rothering, Interim Director, Central Services Department
Phone: x5-6038, Leslie.Rothering@Brevardfl.gov

Steven Darling, Purchasing Services Manager
Phone: x5-6245, Steven.Darling@brevardfl.gov

CLERK TO THE BOARD INSTRUCTIONS:

Return one copy to department.

ATTACHMENTS:

Description

- **Annual B/Q/P List**



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

BOARD OF COUNTY COMMISSIONERS

Inter-Office Memo

TO: Commissioner Rita Pritchett, Chair

THRU: Frank Abbate, County Manager 

THRU: John P. Denninghoff, Assistant County Manager 

THRU: Marc Bernath, Public Works Director **Bernath, Marc** Digitally signed by Bernath, Marc
DN: cn=Bernath, Marc,
email=Marc.Bernath@brevardfl.gov
Date: 2021.06.08 08:29:34 -0400

THRU: Leo Da Silva, Facilities Building & Operations Manager **DaSilva, Leonardo** Digitally signed by DaSilva, Leonardo
Date: 2021.06.07 10:08:03 -0400

FROM: Mary Bowers, Facilities Support Services Manager **Bowers, Mary** Digitally signed by Bowers, Mary
Date: 2021.06.07 08:44:13 -0400

RE: **RFQ-4-18-05 Continuing Construction Management (At Risk) Services
Annual Renewal #3 with Firms**

DATE: May 18, 2021

The Board of County Commissioners, in regular session on August 14, 2018, approved issuance of an RFQ for Continuing Construction Management (At Risk) Services. Agreements were awarded to Canaveral Construction, CORE Construction, Heard Construction, Ivey's Construction, RUSH Construction and W&J Construction.

The term of the Agreements are one (1) year with a provision for three (3) renewals of one (1) year each. This will be the final renewal term for these Agreements.

The 3rd annual renewal will be effective July 12, 2021 thru July 11, 2022 under the same terms and conditions as the original Agreement.

E-Verify was amended into these contracts by a separate action signed off by the County Manager on May 11, 2021. In accordance with AO-29 County Attorney, Risk Management and Purchasing Services have reviewed and approved this action.

Please return fully executed Extensions to Facilities, attention Mary Bowers, at mary.bowers@brevardfl.gov

Feel free to contact our office if you have any questions.

/mb

Encl: 3rd Extension of Existing Agreement (for each of the Firms)
Board Approval Memo
AO-29

Cheryl Duisberg

From: Bowers, Mary E <Mary.Bowers@brevardfl.gov>
Sent: Wednesday, June 16, 2021 3:49 PM
To: Cheryl Duisberg
Subject: FW: Chair's signature Date
Attachments: RFQ-4-18-05.pdf

The August 4, 2020 approved by the Board date is correct. These term contracts were all approved under the BPQ agenda that Purchasing submits each year.

Mary Bowers

Support Services Manager
Brevard County Facilities Department
2725 Judge Fran Jamieson Way, A-207
Viera, Florida 32940
(321) 633-2050 ext 59148 Fax (321) 633-2051

Notification to Recipients:

Under Florida law, e-mails created or received by a government agency are public records. Both the message and the e-mail address it was sent from (unless otherwise exempt under Florida law) may be released in response to a public records request. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this office.

From: Cheryl Duisberg <Cheryl.Duisberg@brevardclerk.us>
Sent: Wednesday, June 16, 2021 3:29 PM
To: Bowers, Mary E <Mary.Bowers@brevardfl.gov>
Cc: Clerk to the Board <ClerktotheBoard@brevardclerk.us>
Subject: Chair's signature Date

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Mary,

The Clerk attested the Renewal Agreements you sent to us; however, I am verifying the date below the Chair's signature. She signed it on May 18, 2021, but it states, "As approved by the Board August 4, 2020."

I have to type the date on the signature line, so I want to make sure I have the correct date.

I have attached the Inter-Office Memo and one of the contracts for your convenience.

Thank you in advance,

Cheryl L. Duisberg
Deputy Clerk to the Board of Brevard County Commissioners
and the Value Adjustment Board

400 South Street, 2nd Floor
Titusville, FL 32780

(321) 637-2001

cheryl.duisberg@brevardclerk.us



Connect with the Clerk!

Under Florida law, all correspondence sent to the Clerk's Office, which is not exempt or confidential pursuant to Chapter 119 of the Florida Statutes, is public record. If you do not want the public record contents of your e-mail address to be provided to the public in response to a public records request, please do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

"Under Florida Law, email addresses are Public Records. If you do not want your e-mail address released in response to public record requests, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

Cheryl Duisberg

From: Cheryl Duisberg
Sent: Wednesday, June 16, 2021 3:29 PM
To: 'mary.bowers@brevardfl.gov'
Cc: Clerk to the Board
Subject: Chair's signature Date
Attachments: RFQ-4-18-05.pdf

Mary,

The Clerk attested the Renewal Agreements you sent to us; however, I am verifying the date below the Chair's signature. She signed it on May 18, 2021, but it states, "As approved by the Board August 4, 2020." I have to type the date on the signature line, so I want to make sure I have the correct date.

I have attached the Inter-Office Memo and one of the contracts for your convenience.

Thank you in advance,

Cheryl L. Duisberg
Deputy Clerk to the Board of Brevard County Commissioners
and the Value Adjustment Board

400 South Street, 2nd Floor
Titusville, FL 32780
(321) 637-2001
cheryl.duisberg@brevardclerk.us



Connect with the Clerk!

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Continuing CM At Risk Agreement		2. Amount:	
3. Fund/Account #: 0001/201100		4. Department Name: Public Works	
5. Contract Description: Annual Renewal #3			
6. Contract Monitor: Mary Bowers		8. Contract Type:	
7. Dept/Office Director: Marc Bernath		CONSTRUCTION	
9. Type of Procurement: Request for Qualifications (RFQ)			

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>
	<u>YES</u>	<u>NO</u>	
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____

SECTION III - CONTRACTS MANAGEMENT DATABASE CHECKLIST

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	
	<u>YES</u>	<u>NO</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bowers, Mary	<small>Digitally signed by Bowers, Mary Date: 2021.04.28 14:40:02 -04'00'</small>
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Darling, Steven	<small>Digitally signed by Darling, Steven Date: 2021.05.03 13:21:17 -04'00'</small>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt	<small>Digitally signed by Lairsey, Matt Date: 2021.04.30 09:01:22 -04'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Rogers, Robin	<small>Digitally signed by Rogers, Robin Date: 2021.04.29 12:07:19 -04'00'</small>

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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

BREVARD *County*
BOARD OF COUNTY COMMISSIONERS

FLORIDA'S SPACE COAST



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 100, Titusville, Florida 32781-0900

Telephone: (321) 837-2001
Fax: (321) 204-6072
Tammy.Rowe@brevardclerk.us

August 15, 2018

MEMORANDUM

TO: Leslie Rothering, Interim Central Services Director

RE: Item F.15., Permission to Issue Annual Supply Bids, Proposals, and Requests for Qualifications (RFQ) (FY 2018/2019) and/or Negotiate Competitive Agreements

The Board of County Commissioners, in regular session on August 14, 2018, granted Purchasing Services approval to perform the following actions regarding the attached list of commodities and services for Fiscal Year 2018/2019:

- Solicit competitive bids, quotes, and/or negotiate competitive agreements and award to lowest, responsive, and most qualified supplier
- Solicit competitive proposals and requests for qualifications, establish selection/negotiation committees approved by the County Manager, or his designee, and award contracts and/or open purchase orders with the best-ranked proposer
- Exercise renewal options upon evaluation of supplier performance, and recommendation from user departments/offices, which establishes that continuance of the contract is favorable prior to extension of the agreement
- Authorized the Chair to execute contracts and contract renewals over \$100,000 in annual value, subject to approval by the County Attorney's Office and Risk Management

Enclosed is the list.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe
Tammy Rowe, Deputy Clerk

Encl. (1)

cc: Purchasing Services Manager
County Manager
Finance
Budget

RECEIVED

AUG 20 2018

BREVARD COUNTY
PURCHASING SERVICES



BOARD OF COUNTY COMMISSIONERS

Public Works Department/Facilities
2725 Judge Fran Jamieson Way
Building A, Room 207
Viera, Florida 32940

WRITTEN NOTIFICATION OF CONTRACT RENEWAL

Whereas, Canaveral Construction Company, Inc. and the Board of County Commissioners of Brevard County, Florida ("Board"), entered into Agreement, Contract No. 3040, effective July 12, 2018 for Continuing Construction Manager At Risk Services ("Agreement"); and

Whereas, the duration of the Agreement was for an initial one-year period with a provision for one-year renewals up to four years beyond the initial one-year term; and

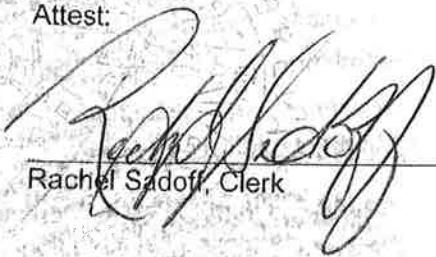
Whereas, this is the third renewal of the Agreement; and

Whereas, the Board approval of the Annual Supply Bids, Proposals and Request for Qualifications, and/or Negotiate Competitive Agreements on August 14, 2018 authorized the Chair to execute contract renewals over \$100,000 in annual value; and

Now, therefore, notice of contract renewal is hereby given as follows:

1. The Agreement shall be renewed pursuant to the notification provisions set forth therein for an additional period of one-year until July 11, 2022.
2. All other terms and conditions of Contract No. 3040 shall remain in full force and effect.

Attest:


Rachel Sadoff, Clerk

Board of County Commissioners of
Brevard County, Florida



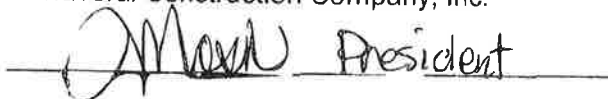
05/18/2021

Rita Pritchett, Chair

Date

As approved by the Board August 04, 2020

Canaveral Construction Company, Inc.


 President

5/4/21
Date

State of Florida
County of Brevard

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared JOHN DAVID NASH, who is personally known to me to be the PRESIDENT of CANAVERAL CONSTRUCTION who executed the foregoing instrument, and they acknowledged before me that they executed the same.

Witness my hand and affixed this 4th day of MAY, 2021.


Notary Public Name





BOARD OF COUNTY COMMISSIONERS

Public Works Department/Facilities
2725 Judge Fran Jamieson Way
Building A, Room 207
Viera, Florida 32940

WRITTEN NOTIFICATION OF CONTRACT RENEWAL

Whereas, CORE Construction Services of Florida, LLC and the Board of County Commissioners of Brevard County, Florida ("Board"), entered into Agreement, Contract No. 3040, effective July 12, 2018 for Continuing Construction Manager At Risk Services ("Agreement"); and

Whereas, the duration of the Agreement was for an initial one-year period with a provision for one-year renewals up to four years beyond the initial one-year term; and

Whereas, this is the third renewal of the Agreement; and

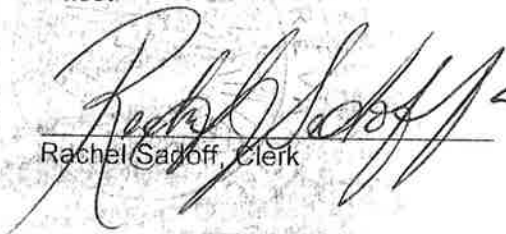
Whereas, the Board approval of the Annual Supply Bids, Proposals and Request for Qualifications, and/or Negotiate Competitive Agreements on August 14, 2018 authorized the Chair to execute contract renewals over \$100,000 in annual value; and

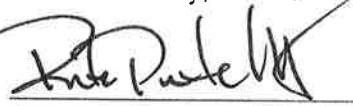
Now, therefore, notice of contract renewal is hereby given as follows:

1. The Agreement shall be renewed pursuant to the notification provisions set forth therein for an additional period of one-year until July 11, 2022.
2. All other terms and conditions of Contract No. 3040 shall remain in full force and effect.

Attest:

Board of County Commissioners of
Brevard County, Florida


Rachel Sadoff, Clerk



Rita Pritchett, Chair

05/18/2021

Date

As approved by the Board August 04, 2020

CORE Construction Services of Florida, LLC


BRENT R. ELLIOTT, VICE PRESIDENT

5/3/2021
Date

State of Florida
County of ~~Brevard~~ Manatee

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared BRENT R. ELLIOTT, who is personally known to me to be the Vice President of CORE CONSTRUCTION SERVICES OF FL. who executed the foregoing instrument, and they acknowledged before me that they executed LLC the same.

Witness my hand and affixed this 3rd day of May, 2021.

Kelly Dreels
Notary Public Name





BOARD OF COUNTY COMMISSIONERS

Public Works Department/Facilities
2725 Judge Fran Jamieson Way
Building A, Room 207
Viera, Florida 32940

WRITTEN NOTIFICATION OF CONTRACT RENEWAL

Whereas, Heard Construction, Inc. and the Board of County Commissioners of Brevard County, Florida ("Board"), entered into Agreement, Contract No. 3040, effective July 12, 2018 for Continuing Construction Manager At Risk Services ("Agreement"); and

Whereas, the duration of the Agreement was for an initial one-year period with a provision for one-year renewals up to four years beyond the initial one-year term; and

Whereas, this is the third renewal of the Agreement; and


Whereas, the Board approval of the Annual Supply Bids, Proposals and Request for Qualifications, and/or Negotiate Competitive Agreements on August 14, 2018 authorized the Chair to execute contract renewals over \$100,000 in annual value; and

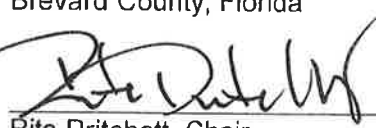
Now, therefore, notice of contract renewal is hereby given as follows:

1. The Agreement shall be renewed pursuant to the notification provisions set forth therein for an additional period of one-year until July 11, 2022.
2. All other terms and conditions of Contract No. 3040 shall remain in full force and effect.

Attest:

Board of County Commissioners of
Brevard County, Florida


Rachel Sadoff, Clerk

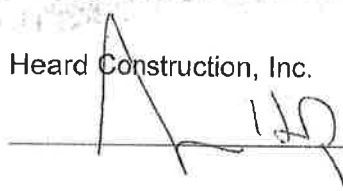

Rita Pritchett, Chair

05/18/2021

Date

As approved by the Board August 04, 2020

Heard Construction, Inc.



Date

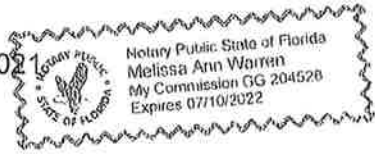
5/4/21

State of Florida
County of Brevard

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Andrew Loui, who is personally known to me to be the President of Heard Construction Inc. who executed the foregoing instrument, and they acknowledged before me that they executed the same.

Witness my hand and affixed this 5th day of May, 2021

Melissa Ann Warren
Notary Public Name





BOARD OF COUNTY COMMISSIONERS

Public Works Department/Facilities
2725 Judge Fran Jamieson Way
Building A, Room 207
Viera, Florida 32940

WRITTEN NOTIFICATION OF CONTRACT RENEWAL

Whereas, Ivey's Construction, Inc. and the Board of County Commissioners of Brevard County, Florida ("Board"), entered into Agreement, Contract No. 3040, effective July 12, 2018 for Continuing Construction Manager At Risk Services ("Agreement"); and

Whereas, the duration of the Agreement was for an initial one-year period with a provision for one-year renewals up to four years beyond the initial one-year term; and

Whereas, this is the third renewal of the Agreement; and

Whereas, the Board approval of the Annual Supply Bids, Proposals and Request for Qualifications, and/or Negotiate Competitive Agreements on August 14, 2018 authorized the Chair to execute contract renewals over \$100,000 in annual value; and

Now, therefore, notice of contract renewal is hereby given as follows:

1. The Agreement shall be renewed pursuant to the notification provisions set forth therein for an additional period of one-year until July 11, 2022.
2. All other terms and conditions of Contract No. 3040 shall remain in full force and effect.

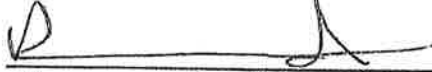
Attest:

Board of County Commissioners of
Brevard County, Florida


Rachel Sadoff, Clerk

 05/18/2021
Rita Pritchett, Chair Date
As approved by the Board August 04, 2020

Ivey's Construction, Inc.


Kevin W. Ivey, President

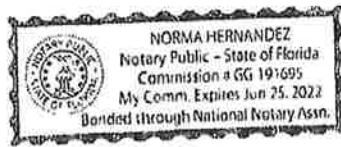
5/4/2021
Date

State of Florida
County of Brevard

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Kevin W. Avelly, who is personally known to me to be the President of Way's Construction, Inc. who executed the foregoing instrument, and they acknowledged before me that they executed the same.

Witness my hand and affixed this 4th day of May, 2021.

Norma Hernandez
Notary Public Name





BOARD OF COUNTY COMMISSIONERS

Public Works Department/Facilities
2725 Judge Fran Jamieson Way
Building A, Room 207
Viera, Florida 32940

WRITTEN NOTIFICATION OF CONTRACT RENEWAL

Whereas, RUSH Construction, Inc. and the Board of County Commissioners of Brevard County, Florida ("Board"), entered into Agreement, Contract No. 3040, effective July 12, 2018 for Continuing Construction Manager At Risk Services ("Agreement"); and

Whereas, the duration of the Agreement was for an initial one-year period with a provision for one-year renewals up to four years beyond the initial one-year term; and

Whereas, this is the third renewal of the Agreement; and

Whereas, the Board approval of the Annual Supply Bids, Proposals and Request for Qualifications, and/or Negotiate Competitive Agreements on August 14, 2018 authorized the Chair to execute contract renewals over \$100,000 in annual value; and

Now, therefore, notice of contract renewal is hereby given as follows:

- 1. The Agreement shall be renewed pursuant to the notification provisions set forth therein for an additional period of one-year until July 11, 2022.
2. All other terms and conditions of Contract No. 3040 shall remain in full force and effect.

Attest:

Board of County Commissioners of
Brevard County, Florida

Rachel Sadoff, Clerk

Rita Pritchett, Chair

05/18/2021

Date

As approved by the Board August 04, 2020

RUSH Construction, Inc.

Albert Forbes, Executive Vice President

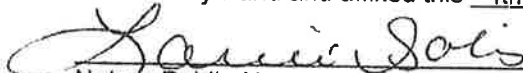
05/03/2021

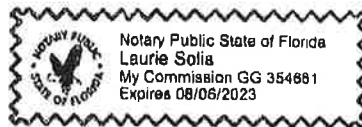
Date

State of Florida
County of Brevard

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Albert Forbes, who is personally known to me to be the Executive Vice President of RUSH Construction, Inc. who executed the foregoing instrument, and they acknowledged before me that they executed the same.

Witness my hand and affixed this 4th day of May, 2021.


Notary Public Name Laurie Solis





BOARD OF COUNTY COMMISSIONERS

Public Works Department/Facilities
2725 Judge Fran Jamieson Way
Building A, Room 207
Viera, Florida 32940

WRITTEN NOTIFICATION OF CONTRACT RENEWAL

Whereas, W&J Construction Corporation and the Board of County Commissioners of Brevard County, Florida ("Board"), entered into Agreement, Contract No. 3040, effective July 12, 2018 for Continuing Construction Manager At Risk Services ("Agreement"); and

Whereas, the duration of the Agreement was for an initial one-year period with a provision for one-year renewals up to four years beyond the initial one-year term; and

Whereas, this is the third renewal of the Agreement; and

Whereas, the Board approval of the Annual Supply Bids, Proposals and Request for Qualifications, and/or Negotiate Competitive Agreements on August 14, 2018 authorized the Chair to execute contract renewals over \$100,000 in annual value; and

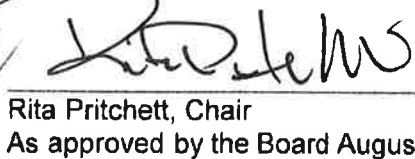
Now, therefore, notice of contract renewal is hereby given as follows:

1. The Agreement shall be renewed pursuant to the notification provisions set forth therein for an additional period of one-year until July 11, 2022.
2. All other terms and conditions of Contract No. 3040 shall remain in full force and effect.

Attest:

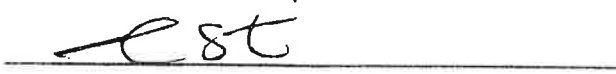
Board of County Commissioners of
Brevard County, Florida


Rachel Sadoff, Clerk


Rita Pritchett, Chair
As approved by the Board August 04, 2020

05/18/2021
Date

W&J Construction Corporation



05/10/2021
Date

State of Florida
County of Brevard

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Erik Costin, who is personally known to me to be the Vice President of W.J. Construction Corp who executed the foregoing instrument, and they acknowledged before me that they executed the same.

Witness my hand and affixed this 10 day of May, 2021.

Shelley Sutherland
Notary Public Name



**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM


SECTION I - GENERAL INFORMATION

1. Contractor: Florida Striping, Inc.	
2. Fund/Account #: 0002/210193	3. Department Name: Public Works
4. Contract Description: Contract - Road Striping (Paint and Reflective Paint Marking)	
5. Contract Monitor: Jeanette Scott	7. Contract Type:
6. Dept/Office Director: Corrina Gumm, P.E., Interim Director	SERVICES

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>
	<u>YES</u>	<u>NO</u>	
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____

SECTION III - REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>
	<u>YES</u>	<u>NO</u>	
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Matt Lairsey <small>Digitally signed by Matt Lairsey DN: cn=Matt Lairsey, ou=Brevard County Board of County Commissioners, ou=Brevard County, email=MLairsey@brevard.net, o=Matt Lairsey, ou=Matt Lairsey, ou=Matt Lairsey, ou=Matt Lairsey</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Brewer, Jad <small>Digitally signed by Brewer, Jad Date: 2019.07.03 11:35:11 -04'00'</small>

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM


SECTION I - GENERAL INFORMATION

1. Contractor: Angco, Inc.	
2. Fund/Account #: 0002/210193	3. Department Name: Public Works
4. Contract Description: Contract - Road Striping (Paint and Reflective Paint Marking)	
5. Contract Monitor: Jeanette Scott	7. Contract Type:
6. Dept/Office Director: Corrina Gumm, P.E., Interim Director	SERVICES

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>
	<u>YES</u>	<u>NO</u>	
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____

SECTION III - REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>
	<u>YES</u>	<u>NO</u>	
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Matt Lairsey <small>Digitally signed by Matt Lairsey DN: cn=Matt Lairsey, o=Brevard County Board of County Commissioners, ou=Brevard County Date: 2019.07.03 11:34:30 -04'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Brewer, Jad <small>Digitally signed by Brewer, Jad Date: 2019.07.03 11:34:30 -04'00'</small>

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

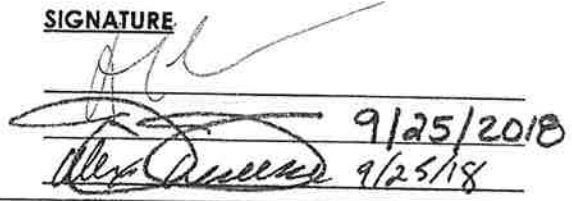
SECTION I - GENERAL INFORMATION

1. Contractor: JPI, Inc.	
2. Fund/Account #: 1080/257000	3. Department Name: Planning & Development
4. Contract Description: Building Department Services	
5. Contract Monitor: Mike McCaughin	7. Contract Type:
6. Dept/Office Director: Tad Calkins	SERVICES

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

COUNTY OFFICE	APPROVAL		SIGNATURE
	YES	NO	
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____

SECTION III - REVIEW AND APPROVAL TO EXECUTE

COUNTY OFFICE	APPROVAL		SIGNATURE
	YES	NO	
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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

ANNUAL BID/QUOTE/PROPOSAL LIST

FY 2018/2019

- Over \$100,000 Annually -

COMMODITY/SERVICE	CONTRACT YEAR & RENEWAL OPTION	ESTIMATED ANNUAL EXPENDITURES (>\$100K)
Aggregate (57 Stone & Pea Gravel)	3 yr. & 2 (1 yr.) renewals	\$500,000.00
Agricultural & Aquatic Chemicals	3 yr. & 2 (1 yr.) renewals	\$305,000.00
Asphaltic Concrete	3 yr. & 2 (1 yr.) renewals	\$2,000,000.00
Automotive Parts	3 yr. & 2 (1 yr.) renewals	\$125,000.00
Brevard County Government 2018/19 Health Plan	5 years	Dependent on plan participants
Bunker Gear for Brevard County Fire Rescue	5 yr. & 5 (1 yr.) renewals	\$400,000.00
Cab & Chassis Trucks and Other Fleet Equipment	3 yr. & 2 (1 yr.) renewals	\$1,000,000.00
Computer Equipment, Peripherals & Services	2 yr. & 3 (1 yr.) renewals	\$500,000.00
Concrete Pipe	3 yr. & 2 (1 yr.) renewals	\$480,000.00
Concrete Sidewalk, Curb, and Gutter Construction	3 yr. & 2 (1 yr.) renewals	\$900,000.00
Continuing Consultant Professional Engineering Services, A&E, Roofing Services - Approved CIP Projects that Exceed Continuing Consultant Dollar Threshold for Housing and Human Svs; Utility Svs; Facilities Dept; Public Works; Solid Waste; MIRA; Natural Resources; Valkaria Airport	Up to 5 years	Varies per CIP Project and Tasking
Continuing Roofing Contracting Services	Up to 5 years	Varies per CIP Project and Tasking
Contracted Seasonal Recreation Worker Services for P&R	3 yr. & 2 (1 yr.) renewals	\$1,300,000.00
Copy Machine Rental	5 yr. & 1 (1 yr.) renewal	\$400,000.00
County Dental Insurance	3 yr. & 1 (1 yr.) renewal	
County Group Vision Plan	3 yr. & 2 (1 yr.) renewals	
Debt Collection Services	3 Years	
Deceased Removal and Transport	3 yr. & 2 (1 yr.) renewals	\$140,000.00
Disaster Debris Removal and Recovery Management Services	5 yr. & no renewals	
Disaster Debris Removal Services	5 yr. & no renewals	
Drawbridge Maintenance & Repair	3 yr. & 2 (1 yr.) renewals	\$100,000.00
Electrical Contractor Services - Hourly	3 yr. & 2 (1 yr.) renewals	\$200,000.00
Electronics Waste Recycling Services	3 yr. & 2 (1 yr.) renewals	\$175,000.00
Emergency Generator Repair & Maintenance	3 yr. & 2 (1 yr.) renewals	\$100,000.00
EMS Billing Services	2 yr.s & 3 (1 yr.) renewals	\$675,000.00
Fencing (Brevard County Cooperative Bid)	3 yr. & 1 (2 yr.) renewal	\$155,000.00
Fertilizers	5 yr. & 5 (1 yr.) renewals	\$125,000.00
Fire Rescue Equipment	3 yr. & 2 (1 yr.) renewals	\$150,000.00
Floor Cleaning - Countywide	3 yr. & 2 (1 yr.) renewals	\$150,000.00
Gasoline, Diesel, Fuel Oils (Brevard County Cooperative Bid)	3 yr. & 1 (2 yr.) renewal	\$3,500,000.00
Grassing Services (Brevard County Cooperative Bid)	3 yr. & 2 (1 yr.) renewals	\$250,000.00
HVAC & Ice Machine Services	3 yr. & 2 (1 yr.) renewals	\$450,000.00
HVAC for Maintenance	5 yr. & 2 (1 yr.) renewals	\$1,500,000.00
Inlets, Manholes, & Grates	3 yr. & 2 (1 yr.) renewals	\$375,000.00
Janitorial Services - County Wide	3 yr. & 2 (1 yr.) renewals	\$400,000.00
Janitorial Supplies	3 yr. & 2 (1 yr.) renewals	\$175,000.00
Laboratory Testing & Related Professional Services	3 yr. & 2 (1 yr.) renewals	\$200,000.00
Landfill Stormwater Collection & Gas System Repairs & Installation	2 yr. & 2 (1 yr.) renewals	\$100,000.00
Landscape Design & Detailing Maintenance Svs (Complete) - Facilities	3 yr. & 2 (1 yr.) renewals	\$150,000.00
Lawn Maintenance - Parks & Rec	3 yr. & 2 (1 yr.) renewals	\$249,000.00
Lawn Maintenance (Full Detail) - Merritt Island, District 2	3 yr. & 2 (1 yr.) renewals	\$185,000.00
Lawn Services - Full (Public Works): Mow, Irrigation, Pesticide	3 yr. & 2 (1 yr.) renewals	\$150,000.00
Lime Rock for Solid Waste and Public Works	3 yr. & 2 (1 yr.) renewals	\$400,000.00
Marketing Services for SCAT	3 yr. & 1 (2 yr.) renewal	\$400,000.00
Medical Supplies (EMS) - (Brevard County Cooperative Bid)	3 yr. & 2 (1 yr.) renewals	\$910,000.00
Mix-In-Place Soil Cement	3 yr. & 2 (1 yr.) renewals	\$400,000.00
Mulching & Disposal Services for Yard Trash & Vegetative Waste (On Site)	3 yr. & 2 (1 yr.) renewals	\$1,250,000.00
Mulching & Yard Trash/Vegetative Disposal Services (Off Site)	3 yr. & 2 (1 yr.) renewals	\$1,500,000.00
Office Supplies	3 yr. & 2 (1 yr.) renewals	\$175,000.00
Personal Protection Equipment (PPE)	3 yr. & 2 (1 yr.) renewals	\$100,000.00
Petroleum Products - Lube Oil	3 yr. & 2 (1 yr.) renewals	\$125,000.00
Physical Examinations - Fire Rescue	2 yr. & 2 (1 yr.) renewals	\$250,000.00
Pipe, Cured-In-Place Pipe (CIPP)	3 yr. & 1 (1 yr.) renewal	\$3,000,000.00
Plans Examiner Services	3 yr. & 1 (2 yr.) renewal	\$300,000.00
Plumbing Services	3 yr. & 2 (1 yr.) renewals	\$100,000.00
Plumbing Supplies Catalog Discount	3 yr. & 2 (1 yr.) renewals	\$100,000.00
Polymer, Sludge Dewatering	3 yr. & 2 (1 yr.) renewals	\$150,000.00
Postal & Courier Services - Libraries	3 yr. & 2 (1 yr.) renewals	\$200,000.00
Pumpout Services for Cleaning Baffle Box & Sediment Collection Devices Countywide	3 yr. & 2 (1 yr.) renewals	\$180,000.00
Removal & Disposal of Dewatered Biosolids	3 yr. & 2 (1 yr.) renewals	\$230,000.00
Removal & Final Disposal of Mulch & Wood Waste	3 yr. & 2 (1 yr.) renewals	\$350,000.00
Retention Pond Mowing (Countywide): Natural Resources & Public Works	3 yr. & 2 (1 yr.) renewals	\$160,000.00

ANNUAL BID/QUOTE/PROPOSAL LIST
 FY 2018/2019
 - Over \$100,000 Annually -

COMMODITY/SERVICE	CONTRACT YEAR & RENEWAL OPTION	ESTIMATED ANNUAL EXPENDITURES (>\$100K)
Road Construction Materials	3 yr. & 2 (1 yr.) renewals	\$4,000,000.00
Road Striping - Paint & Reflective Pavement Marking	3 yr. & 2 (1 yr.) renewals	\$450,000.00
Road Striping - Thermoplastic & Reflective Pavement Marking	3 yr. & 2 (1 yr.) renewals	\$1,700,000.00
SAP Support Services	3 yr. & 2 (1 yr.) renewals	\$150,000.00
SCAT Vehicle Fleet Maintenance & Repair Management Services	3 yr. & 1 (2 yr.) renewal	\$3,760,000.00
Security Services - Brevard Government Complexes	3 yr. & 2 (1 yr.) renewals	\$200,000.00
Security Services Unarmed - Multidepartmental	3 yr. & 2 (1 yr.) renewals	\$450,000.00
Select Common Fill - Sarno Road Landfill	3 yr. & 2 (1 yr.) renewals	\$373,500.00
Select Common Fill - for Landfills (CDF Only)	3 yr. & 2 (1 yr.) renewals	\$1,080,000.00
Septic Tank, Grease Trap, Lift Station & Sewage Hauling Services	3 yr. & 2 (1 yr.) renewals	\$150,000.00
Sodium Hypochlorite Supply Services	3 yr. & 2 (1 yr.) renewals	\$250,000.00
Soil Cement Pub Mill Mix	3 yr. & 2 (1 yr.) renewals	\$180,000.00
Street Sweeping and Inlet Basket Cleaning	3 yr. & 2 (1 yr.) renewals	\$150,000.00
Structured Cabling System - Small Projects/Limited Drop	2 yr. & 3 (1 yr.) renewals	\$100,000.00
Submersible Pump and Motor Repair Services	2 yr. & 1 (2 yr.) renewal	\$160,000.00
TDC - Website Development & Maintenance Services	2 yr. & 1 (1 yr.) renewal	\$200,000.00
Temporary Employment Services	3 yr. & 2 (1 yr.) renewals	\$250,000.00
Tire Shredding & Disposal Services	3 yr. & 2 (1 yr.) renewals	\$450,000.00
Traffic Sign Materials	3 yr. & 2 (1 yr.) renewals	\$100,000.00
Traffic Signal Construction, Rehab, Maintenance & Emergency Repairs	3 yr. & 2 (1 yr.) renewals	\$250,000.00
Transportation of Dead Bodies	1 yr. & 5 (1 yr.) renewals	\$150,000.00
Travel Media Relations (For TDO)	3 yr. & 2 (1 yr.) renewals	\$200,000.00
Tree Trimming and Removal Services	3 yr. & 2 (1 yr.) renewals	\$150,000.00
Trucking Services	3 yr. & 2 (1 yr.) renewals	\$110,000.00
Trucks & Vans, Utility Vehicles	3 yr. & 2 (1 yr.) renewals	\$1,000,000.00
Uniform Apparel: Fire Rescue	3 yr. & 2 (1 yr.) renewals	\$100,000.00
Vehicles, Cars, Vans, SUVs, and Light Trucks	4 yr. & 1 (1 yr.) renewal	\$1,000,000.00
Water & Wastewater Treatment Chemicals - Sodium Hypochlorite (Brevard County Cooperative Bid)	3 yr. & 2 (1 yr.) renewals	\$100,000.00
Welding/Medical Gases & Supplies	3 yr. & 2 (1 yr.) renewals	\$100,000.00



Florida's Space Coast

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

(321) 633-2050
FAX: (321) 633-2051

TO: *Clerk to the Board*
~~Commissioner Kristine Isnardi, District V County Commissioner~~

FROM: Mary Bowers, Support Services Manager, Facilities

A handwritten signature in blue ink that reads 'Mary Bowers' with a checkmark at the end.

DATE: April 22, 2019

**SUBJECT: RFP-4-19-05 Continuing Roofing Contracting Services
Contract for Signature**

Enclosed please find three (3) original Contracts for Continuing Roofing Contracting Services with Hamilton Roofing, Inc. for your signature and return.

Should you have any questions please contact our office at 633-2050.

Thank you.

/mb

Enclosures

*please call for
pick up.*

*Mary Bowers
(321) 633-2050*



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

Inter-Office Memo

BOARD OF COUNTY COMMISSIONERS

TO: Kristine Isnardi, Chair

THRU: Frank Abbate, County Manager

THRU: John P. Denninghoff, Assistant County Manager

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

FROM: Jeanette Scott, Contracts Administrator

RE: Contract Execution – Road Striping (Paint and Reflective Paint Marking)

DATE: July 15, 2019

RECEIVED

JUL 15 2019

County Manager's
Office

On August 14, 2018, the Board of County Commissioners granted Purchasing Services permission to issue Annual Supply Bids, Proposals, and Request for Qualifications (Fiscal Year 2018-2019) and/or Negotiate Competitive Agreements. As noted on the Memorandum dated August 15, 2018, this Board action also authorized the Chair to execute contracts.

On May 9, 2019, Purchasing Services on behalf of Public Works issued the Invitation to Bid No. B-6-19-88 for the Contract – Road Striping (Paint and Reflective Paint Marking). Florida Striping, Inc. was awarded the bid as primary contractor and Angco, Inc. was awarded as secondary contractor. The contract term will be effective July 20, 2019 with an initial term of three years. Subject to the County's sole discretion, this contract may be renewed in one-year increments for up to two additional years beyond the initial three-year term.

The contracts have been reviewed and approved by the County Attorney's Office and Risk Management, per Administrative Order-29. In accordance with the Memorandum, you will please find attached one original of each contract for your execution. Upon your signature, the Clerk to the Board will attest your signature. Public Works Department requests the fully-executed contracts be returned to the Public Works Department; please email Jeanette Scott at jeanette.scott@brevardfl.gov to arrange for pick up.

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

Encl: Contract – Road Striping (Paint and Reflective Paint Marking)
Clerk's Memorandum



BOARD OF COUNTY COMMISSIONERS

RECEIVED

NOV 19 2019

County Manager's
Office

Solid Waste Management Department
2725 Judge Fran Jamieson Way
Building A, Room 118
Viera, FL 32940

Inter-Office Memo

November 13, 2019

TO: Kristine Isnardi, Chair

THRU: Euripides Rodriguez, Director
Solid Waste Management Department

THRU: Christine Valliere, Esq. Assistant County Attorney *JJA*

THRU: John P. Denninghoff, Assistant County Manager *JJA*

THRU: Frank Abbate, County Manager *FA*

FROM: Joseph Hacker, Contract Administrator *JJA*

RE: Consolidated Resource Recovery, Inc

This agreement is Between Consolidated Resource Recovery Inc and Brevard County, it provides mulching and disposal services for yard trash and vegetative waste. The contract dates are from December 1, 2019 thru November 30, 2022 with two additional one-year renewal options. This was previously approved by the Board of County Commissioners on August 14, 2018

If you have any questions regarding this task please contact Director Rodriguez at 633-2042.

/jjh

Attachment: Mulching and Disposal Agreement (3 Copies)
Tammy Gram (1 Copy)



BOARD OF COUNTY COMMISSIONERS

Solid Waste Management Department
2725 Judge Fran Jamieson Way
Building A, Room 118
Viera, FL 32940
Inter-Office Memo

November 19, 2019

TO: Bryan Lober, Chair

THRU: Euripides Rodriguez, Director
Solid Waste Management Department

FROM: Joseph Hacker, Contract Administrator *JH*

RE: Consolidated Resource Recovery, Inc

This agreement is Between Consolidated Resource Recovery Inc and Brevard County, it provides mulching and disposal services for yard trash and vegetative waste. The contract dates are from December 1, 2019 thru November 30, 2022 with two additional one-year renewal options. This was previously approved by the Board of County Commissioners on August 14, 2018

If you have any questions regarding this task please contact Director Rodriguez at 633-2042.

/jjh

Attachment: Mulching and Disposal Agreement (3 Copies)
Tammy Gram (1 Copy)



BOARD OF COUNTY COMMISSIONERS

Solid Waste Management Department

2725 Judge Fran Jamieson Way

Building A, Room 118

Viera, FL 32940

Inter-Office Memo

December 4, 2019

TO: Scott Ellis, Clerk

THRU: Euripides Rodriguez, Director
Solid Waste Management Department

FROM: Joseph Hacker, Contract Administrator *JH*

RE: Consolidated Resource Recovery, Inc

This agreement is Between Consolidated Resource Recovery Inc and Brevard County, it provides mulching and disposal services for yard trash and vegetative waste. The contract dates are from December 1, 2019 thru November 30, 2022 with two additional one-year renewal options. This was previously approved by the Board of County Commissioners on August 14, 2018

Please Sign 3 copies, keep one and return the rest to Brevard county Solid Waste Department.

If you have any questions regarding this task please contact Director Rodriguez at 633-2042.

/jjh

Attachment: Mulching and Disposal Agreement (3 Copies)
Tammy Gram (1 Copy)

Please call mandy
@ 633-2042 when
ready for pickup.

Thanks!

ANNUAL BID/QUOTE/PROPOSAL LIST

FY 2018/2019

- Over \$100,000 Annually -

COMMODITY/SERVICE	CONTRACT YEAR & RENEWAL OPTION	ESTIMATED ANNUAL EXPENDITURES (>\$100K)
Aggregate (57 Stone & Pea Gravel)	3 yr. & 2 (1 yr.) renewals	\$500,000.00
Agricultural & Aquatic Chemicals	3 yr. & 2 (1 yr.) renewals	\$305,000.00
Asphaltic Concrete	3 yr. & 2 (1 yr.) renewals	\$2,000,000.00
Automotive Parts	3 yr. & 2 (1 yr.) renewals	\$125,000.00
Brevard County Government 2018/19 Health Plan	5 years	Dependent on plan participants
Bunker Gear for Brevard County Fire Rescue	5 yr. & 5 (1 yr.) renewals	\$400,000.00
Cab & Chassis Trucks and Other Fleet Equipment	3 yr. & 2 (1 yr.) renewals	\$1,000,000.00
Computer Equipment, Peripherals & Services	2 yr. & 3 (1 yr.) renewals	\$500,000.00
Concrete Pipe	3 yr. & 2 (1 yr.) renewals	\$480,000.00
Concrete Sidewalk, Curb, and Gutter Construction	3 yr. & 2 (1 yr.) renewals	\$900,000.00
Continuing Consultant Professional Engineering Services, A&E, Roofing Services - Approved CIP Projects that Exceed Continuing Consultant Dollar Threshold for Housing and Human Svs; Utility Svs; Facilities Dept; Public Works; Solid Waste; MIRA; Natural Resources; Valkaria Airport	Up to 5 years	Varies per CIP Project and Tasking
Continuing Roofing Contracting Services	Up to 5 years	Varies per CIP Project and Tasking
Contracted Seasonal Recreation Worker Services for P&R	3 yr. & 2 (1 yr.) renewals	\$1,300,000.00
Copy Machine Rental	5 yr. & 1 (1 yr.) renewal	\$400,000.00
County Dental Insurance	3 yr. & 1 (1 yr.) renewal	
County Group Vision Plan	3 yr. & 2 (1 yr.) renewals	
Debt Collection Services	3 Years	
Deceased Removal and Transport	3 yr. & 2 (1 yr.) renewals	\$140,000.00
Disaster Debris Removal and Recovery Management Services	5 yr. & no renewals	
Disaster Debris Removal Services	5 yr. & no renewals	
Drawbridge Maintenance & Repair	3 yr. & 2 (1 yr.) renewals	\$100,000.00
Electrical Contractor Services - Hourly	3 yr. & 2 (1 yr.) renewals	\$200,000.00
Electronics Waste Recycling Services	3 yr. & 2 (1 yr.) renewals	\$175,000.00
Emergency Generator Repair & Maintenance	3 yr. & 2 (1 yr.) renewals	\$100,000.00
EMS Billing Services	2 yrs & 3 (1 yr.) renewals	\$675,000.00
Fencing (Brevard County Cooperative Bid)	3 yr. & 1 (2 yr.) renewal	\$165,000.00
Fertilizers	5 yr. & 5 (1 yr.) renewals	\$125,000.00
Fire Rescue Equipment	3 yr. & 2 (1 yr.) renewals	\$150,000.00
Floor Cleaning - Countywide	3 yr. & 2 (1 yr.) renewals	\$150,000.00
Gasoline, Diesel, Fuel Oils (Brevard County Cooperative Bid)	3 yr. & 1 (2 yr.) renewal	\$3,500,000.00
Grassing Services (Brevard County Cooperative Bid)	3 yr. & 2 (1 yr.) renewals	\$250,000.00
HVAC & Ice Machine Services	3 yr. & 2 (1 yr.) renewals	\$450,000.00
HVAC for Maintenance	5 yr. & 2 (1 yr.) renewals	\$1,500,000.00
Inlets, Manholes, & Grates	3 yr. & 2 (1 yr.) renewals	\$375,000.00
Janitorial Services - County Wide	3 yr. & 2 (1 yr.) renewals	\$400,000.00
Janitorial Supplies	3 yr. & 2 (1 yr.) renewals	\$175,000.00
Laboratory Testing & Related Professional Services	3 yr. & 2 (1 yr.) renewals	\$200,000.00
Landfill Stormwater Collection & Gas System Repairs & Installation	2 yr. & 2 (1 yr.) renewals	\$100,000.00
Landscape Design & Detailing Maintenance Svs (Complete) - Facilities	3 yr. & 2 (1 yr.) renewals	\$150,000.00
Lawn Maintenance - Parks & Rec	3 yr. & 2 (1 yr.) renewals	\$249,000.00
Lawn Maintenance (Full Detail) - Merritt Island, District 2	3 yr. & 2 (1 yr.) renewals	\$185,000.00
Lawn Services - Full (Public Works): Mow, Irrigation, Pesticide	3 yr. & 2 (1 yr.) renewals	\$150,000.00
Lime Rock for Solid Waste and Public Works	3 yr. & 2 (1 yr.) renewals	\$400,000.00
Marketing Services for SCAT	3 yr. & 1 (2 yr.) renewal	\$400,000.00
Medical Supplies (EMS) - (Brevard County Cooperative Bid)	3 yr. & 2 (1 yr.) renewals	\$910,000.00
Mix-In-Place Soil Cement	3 yr. & 2 (1 yr.) renewals	\$400,000.00
Mulching & Disposal Services for Yard Trash & Vegetative Waste (On Site)	3 yr. & 2 (1 yr.) renewals	\$1,250,000.00
Mulching & Yard Trash/Vegetative Disposal Services (Off Site)	3 yr. & 2 (1 yr.) renewals	\$1,500,000.00
Office Supplies	3 yr. & 2 (1 yr.) renewals	\$175,000.00
Personal Protection Equipment (PPE)	3 yr. & 2 (1 yr.) renewals	\$100,000.00
Petroleum Products - Lube Oil	3 yr. & 2 (1 yr.) renewals	\$125,000.00
Physical Examinations - Fire Rescue	2 yr. & 2 (1 yr.) renewals	\$250,000.00
Pipe, Cured-In-Place Pipe (CIPP)	3 yr. & 1 (1 yr.) renewal	\$3,000,000.00
Plans Examiner Services	3 yr. & 1 (2 yr.) renewal	\$300,000.00
Plumbing Services	3 yr. & 2 (1 yr.) renewals	\$100,000.00
Plumbing Supplies Catalog Discount	3 yr. & 2 (1 yr.) renewals	\$100,000.00
Polymer, Sludge Dewatering	3 yr. & 2 (1 yr.) renewals	\$150,000.00
Postal & Courier Services - Libraries	3 yr. & 2 (1 yr.) renewals	\$200,000.00
Pumpout Services for Cleaning Baffle Box & Sediment Collection Devices Countywide	3 yr. & 2 (1 yr.) renewals	\$180,000.00
Removal & Disposal of Dewatered Biosolids	3 yr. & 2 (1 yr.) renewals	\$230,000.00
Removal & Final Disposal of Mulch & Wood Waste	3 yr. & 2 (1 yr.) renewals	\$350,000.00
Retention Pond Mowing (Countywide): Natural Resources & Public Works	3 yr. & 2 (1 yr.) renewals	\$160,000.00

ANNUAL BID/QUOTE/PROPOSAL LIST
 FY 2018/2019
 - Over \$100,000 Annually -

COMMODITY/SERVICE	CONTRACT YEAR & RENEWAL OPTION	ESTIMATED ANNUAL EXPENDITURES (>\$100K)
Road Construction Materials	3 yr. & 2 (1 yr.) renewals	\$4,000,000.00
Road Striping - Paint & Reflective Pavement Marking	3 yr. & 2 (1 yr.) renewals	\$450,000.00
Road Striping - Thermoplastic & Reflective Pavement Marking	3 yr. & 2 (1 yr.) renewals	\$1,700,000.00
SAP Support Services	3 yr. & 2 (1 yr.) renewals	\$150,000.00
SCAT Vehicle Fleet Maintenance & Repair Management Services	3 yr. & 1 (2 yr.) renewal	\$3,760,000.00
Security Services - Brevard Government Complexes	3 yr. & 2 (1 yr.) renewals	\$200,000.00
Security Services Unarmed - Multidepartmental	3 yr. & 2 (1 yr.) renewals	\$450,000.00
Select Common Fill - Sarno Road Landfill	3 yr. & 2 (1 yr.) renewals	\$373,500.00
Select Common Fill - for Landfills (CDF Only)	3 yr. & 2 (1 yr.) renewals	\$1,080,000.00
Septic Tank, Grease Trap, Lift Station & Sewage Hauling Services	3 yr. & 2 (1 yr.) renewals	\$150,000.00
Sodium Hypochlorite Supply Services	3 yr. & 2 (1 yr.) renewals	\$250,000.00
Soil Cement Pub Mill Mix	3 yr. & 2 (1 yr.) renewals	\$180,000.00
Street Sweeping and Inlet Basket Cleaning	3 yr. & 2 (1 yr.) renewals	\$150,000.00
Structured Cabling System - Small Projects/Limited Drop	2 yr. & 3 (1 yr.) renewals	\$100,000.00
Submersible Pump and Motor Repair Services	2 yr. & 1 (2 yr.) renewal	\$160,000.00
TDC - Website Development & Maintenance Services	2 yr. & 1 (1 yr.) renewal	\$200,000.00
Temporary Employment Services	3 yr. & 2 (1 yr.) renewals	\$250,000.00
Tire Shredding & Disposal Services	3 yr. & 2 (1 yr.) renewals	\$450,000.00
Traffic Sign Materials	3 yr. & 2 (1 yr.) renewals	\$100,000.00
Traffic Signal Construction, Rehab, Maintenance & Emergency Repairs	3 yr. & 2 (1 yr.) renewals	\$250,000.00
Transportation of Dead Bodies	1 yr. & 5 (1 yr.) renewals	\$150,000.00
Travel Media Relations (For TDO)	3 yr. & 2 (1 yr.) renewals	\$200,000.00
Tree Trimming and Removal Services	3 yr. & 2 (1 yr.) renewals	\$150,000.00
Trucking Services	3 yr. & 2 (1 yr.) renewals	\$110,000.00
Trucks & Vans, Utility Vehicles	3 yr. & 2 (1 yr.) renewals	\$1,000,000.00
Uniform Apparel: Fire Rescue	3 yr. & 2 (1 yr.) renewals	\$100,000.00
Vehicles, Cars, Vans, SUVs, and Light Trucks	4 yr. & 1 (1 yr.) renewal	\$1,000,000.00
Water & Wastewater Treatment Chemicals - Sodium Hypochlorite (Brevard County Cooperative Bid)	3 yr. & 2 (1 yr.) renewals	\$100,000.00
Welding/Medical Gases & Supplies	3 yr. & 2 (1 yr.) renewals	\$100,000.00



Solid Waste Operations Division

2250 Adamson Road
Cocoa, FL 32926

BOARD OF COUNTY COMMISSIONERS

October 31, 2019

Mr. Chris Snow
Consolidated Resource Recovery Inc.
3025 Whitfield Avenue
Sarasota, FL 34243

Subject: Notice of Award for Proposal #P-5-19-18/Mulching & Disposal Services for Yard Trash and Vegetative Waste

Mr. Snow,

Enclosed is a copy of the Notice of Award for Proposal #P-5-19-18/Mulching & Disposal Services for Yard Trash and Vegetative Waste issued to Consolidated Resource Recovery Inc.

Prior to issuance of a purchase order the following documents must be received from you:

- A performance bond in the amount of \$10,000 in a form deemed satisfactory by the County. A performance bond form is attached for your use.
- An updated copy of your insurance in accordance with the Agreement (Page 2, Item 7) and the proposal specifications (Scope of Services, Page 13, Item 9).
- Sign, notarize and return the three (3) enclosed Agreements for execution by the County
- The retainage language included in the proposal specifications has been removed from this contract. Please initial beside the two strike throughs that appear in Exhibit A, Page 12, Item #4 Retainer and in Addendum #2, Question 4.

Please return the above documents to my attention to Brevard County Solid Waste Operations, 2250 Adamson Rd., Cocoa, FL 32926.

Brevard County Solid Waste Management looks forward to continuing this relationship with your company. If you have any questions please contact me at 321-633-1888.

Sincerely,

Richard Dees, Operations Manager

Enclosures: Notice of Award
Three (3) copies of Agreement
Performance Bond Form



Purchasing Services
 2725 Judge Fran Jamieson Way
 Building C, Room 303
 Viera, Florida 32940

NOTICE OF AWARD
 October 30, 2019

P-5-19-18 / Mulching & Disposal Services for Yard Trash & Vegetative Waste (On-Site)

PROCUREMENT ANALYST: Corey McMillen

<u>VENDOR</u>	<u>VENDOR CITY/STATE</u>	<u>MEETS MINIMUM REQUIREMENTS</u>	<u>ITEMS AWARDED</u>	<u>AWARDED PRICE</u>
Consolidated Resource Recovery	Sarasota, FL	Yes	All	Option 1: \$10.98/Ton Option 2: \$11.75/Ton (first 2,000 tons) & \$14.02/Ton after Option 3: \$23.53/Ton
Camo Farms, Inc.	Tulsa, OK	Yes	None	None
Florida Materials, Inc.	Port Orange, FL	Yes	None	None
Raynor Shine Services, LLC	Apopka, FL	Yes	None	None
RKC Land Development Inc.	West Palm Beach, FL	Yes	None	None
Treecycle Land Clearing Inc.	Lake Worth, FL	Yes	None	None

BOARD AWARD--AGENDA ATTACHED

APPROVED AWARD (NON-BOARD AGENDA):
 (Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT)

Steven A. Darling, Jr., Purchasing Services Manager

Award to best-ranked proposer, minimum three responses received.

FOR PURCHASING USE ONLY:

ONE-TIME PURCHASE

ANNUAL BID:

EFFECTIVE DATE: December 1, 2019 ENDING DATE: November 30, 2022

RENEWAL OPTION One year Other (Two, one year renewals)

Prompt Payment Discount Offered Yes _____ (Terms) NO

Performance and payment bonds received with construction contract documents.

Release Cashier's or Certified Check Received for Bid Deposit on Bids

SPECIAL INSTRUCTIONS TO AWARDED VENDOR:

Please provide certificate of insurance.

Please provide performance and payment bonds as required.

OTHER:



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

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

August 15, 2018

MEMORANDUM

TO: Leslie Rothering, Interim Central Services Director

RE: Item F.15., Permission to Issue Annual Supply Bids, Proposals, and Requests for Qualifications (RFQ) (FY 2018/2019) and/or Negotiate Competitive Agreements

The Board of County Commissioners, in regular session on August 14, 2018, granted Purchasing Services approval to perform the following actions regarding the attached list of commodities and services for Fiscal Year 2018/2019:

- Solicit competitive bids, quotes, and/or negotiate competitive agreements and award to lowest, responsive, and most qualified supplier
- Solicit competitive proposals and requests for qualifications, establish selection/negotiation committees approved by the County Manager, or his designee, and award contracts and/or open purchase orders with the best-ranked proposer
- Exercise renewal options upon evaluation of supplier performance, and recommendation from user departments/offices, which establishes that continuance of the contract is favorable prior to extension of the agreement
- Authorized the Chair to execute contracts and contract renewals over \$100,000 in annual value, subject to approval by the County Attorney's Office and Risk Management

Enclosed is the list.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

Encl. (1)

cc: Purchasing Services Manager
County Manager
Finance
Budget

RECEIVED

AUG 20 2018

**BREVARD COUNTY
PURCHASING SERVICES**

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: JPI, Inc.	2. Amount: \$400,000.00
3. Fund/Account #: 1080/257000	4. Department Name: Planning & Development
5. Contract Description: Building Department Services	
6. Contract Monitor: Terry Talbert	8. Contract Type: SERVICES
7. Dept/Office Director: Tad Calkins	
9. Type of Procurement: Other	

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

COUNTY OFFICE	APPROVAL		SIGNATURE
	YES	NO	
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Kich</i>
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

SECTION III - REVIEW AND APPROVAL TO EXECUTE

COUNTY OFFICE	APPROVAL		SIGNATURE
	YES	NO	
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Kich</i> <i>Steve [Signature]</i> <i>Alisa [Signature]</i>
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

6/11/21 6/22/21 AE

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete
Department Information	<input checked="" type="checkbox"/>
Department	<input checked="" type="checkbox"/>
Program	<input checked="" type="checkbox"/>
Contact Name	<input checked="" type="checkbox"/>
Cost Center, Fund, and G/I Account	<input checked="" type="checkbox"/>
Vendor Information (SAP Vendor #)	<input checked="" type="checkbox"/>
Contract Status, Title, Type, and Amount	<input checked="" type="checkbox"/>
Storage Location (SAP)	<input checked="" type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input checked="" type="checkbox"/>
Contract Absolute End Date (No Additional Runways/Extensions)	<input checked="" type="checkbox"/>
Material Group	<input checked="" type="checkbox"/>
Contract Documents Uploaded In CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval, Signed/Executed Contract)	<input type="checkbox"/>
Right To Audit Clause Included In Contract	<input checked="" type="checkbox"/>
Monitored Items: Uploaded to database (Insurance, Bonds, etc.)	<input checked="" type="checkbox"/>

**THIS FIRST RENEWAL AND AMENDMENT TO THE AGREEMENT FOR
PROFESSIONAL BUILDING DEPARTMENT SERVICES**

THIS FIRST RENEWAL AND AMENDMENT is made the date of last signature below, by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County", and, Joe Payne, Inc., hereinafter referred to as "J.P.I.", a business having its primary location at 9629 Gretna Green Drive, Tampa, Florida.

WHEREAS, after following the applicable procurement processes and procedures, the County entered into an agreement with J.P.I. for Professional Building Department Services for building inspection and plans review effective October 1, 2018, hereinafter referred to as the "Original Agreement", which is incorporated herein by this reference; and

WHEREAS, the provision of such services shall continue to mutually benefit the Parties hereto and the residents of Brevard County, Florida; and

WHEREAS, the Parties hereto agree to amend the Original Agreement as set forth below and to renew the Original Agreement for one (1) additional year.

NOW, THEREFORE, in consideration of the covenants herein contained, and for good and valuable consideration received in hand, it is mutually agreed upon by the Parties as follows:

1. **RECITALS.** The above recitals are true and correct in all respects and are incorporated herein by reference as if set forth herein.
2. **E-VERIFY.** New Section 10.11 is hereby added to the Original Agreement as follows:

10.11 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

J.P.I. shall:

- a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by J.P.I. during the term of the Agreement; and
- b. shall expressly require any contractors and subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term; and

- c. shall require any contractor to provide J.P.I. with an affidavit stating that it does not employ, contract with, or subcontract with any unauthorized aliens; and
- d. agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County consistent with the terms of J.P.I.'s enrollment in the program. This includes maintaining a copy of proof of the J.P.I.'s and subcontractors' enrollment in the E-Verify Program.

Compliance with the terms of this section is made an express condition of this Agreement and the County may treat a failure to comply as a material breach.

Nothing in this Section may be construed to allow intentional discrimination of any class protected by law.

3. **SCRUTINIZED COMPANIES.** New Section 10.12 is hereby added to the Original Agreement as follows:

10.12 SCRUTINIZED COMPANIES

- a. J.P.I. certifies that its contractors, subcontractors, or agents are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the County may immediately terminate this Agreement at its sole option if any of J.P.I.'s agents are found to have submitted a false certification; or if any of the J.P.I.'s agents are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, J.P.I. certifies that it, its contractors, subcontractors, and agents are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the County may immediately terminate this Agreement at its sole option if J.P.I., its contractors, subcontractors, or agents are found to have submitted a false certification; or if the J.P.I., its contractors, subcontractors, or agents are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. J.P.I. agrees to observe the above requirements for applicable contracts and subcontracts entered into for the performance of work under this Agreement.
 - d. As provided in Section 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.
4. **PUBLIC ENTITY CRIME.** New Section 10.13 is hereby added to the Original Agreement as follows:

10.13 PUBLIC ENTITY CRIME

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

5. **RENEWAL.** The Original Agreement is hereby renewed for one (1) additional year, continuing through September 30, 2022.
6. **COUNTERPARTS.** This First Amendment may be executed by the Parties hereto individually or in combination or in one or more counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.
7. **CONFLICT.** All terms and conditions of the Original Agreement, not inconsistent with the provisions of this First Amendment, are incorporated herein by this reference and shall remain in full force and effect.
8. **SEVERABILITY.** If any portion of this First Amendment is found to be invalid or unenforceable, or if applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the Parties will negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision a mutually acceptable provision consistent with the original intention of the Parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, execute this Agreement effective the date of last signature below.

BREVARD COUNTY, FLORIDA

By: Rita Pritchett
Rita Pritchett, Chair Date

Approved for legal form and content for Brevard County

Alex Green 7/8/21
Assistant County Attorney

ATTEST:

Rachel Sadoff
RACHEL SADOFF, CLERK

Joe Payne, Inc.

By: Joseph Payne

Print: Joseph Payne

Title: President

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was executed before me this 9th day of July, 2021, by Joseph Payne as President of Joe Payne, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced FL. D/L as identification.

Linda Connor
NOTARY PUBLIC, State of Florida



AGREEMENT

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

WITNESSETH:

WHEREAS, the County is desirous of obtaining a Contractor to provide Mulching and Disposal Services, and solicited competitive proposals for such services via Mulching & Disposal Services for Yard Trash and Vegetative Waste, RFP #P-5-19-18 and

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

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

1. **SCOPE OF THE WORK:** The Contractor shall be furnish all labor, materials, equipment, machinery, tools, apparatus and transportation to perform all work or services specified in Exhibit A, attached hereto and made a part hereof by this reference.

2. **TERM:** The term of the Contract shall begin December 1, 2019 and continue through November 30, 2022. The County shall have the option to renew this Contract for two additional one-year periods.

Price adjustments may be requested annually to reflect changes in the annual Consumer Price Index, for all Urban Consumers, South Region, All items – 1982-84=100 base, as published by the Bureau of Labor Statics, U.S. Department of Labor, for the period for changes in which the CPI will be measured from October to September. Any increase or decrease shall be capped at three percent (3%) per year over the term of the Contract. Any extension thereto will be capped at three percent (3%) per year over the term of the Contract. The Contractor shall provide the County in writing, no later than 30 days prior to the expiration of the contract, of increases or decreases based on the CPI as provided in this section. If the Contractor does not provide the County with notification of an increase or decrease in the CPI by the date stated, the County will determine whether an adjustment shall be made to the rates. Should the CPI be discontinued or substantially modified, then an alternate index shall be chosen by mutual agreement of the County and the Contractor.

3. **PAYMENTS:** County shall pay the Contractor for services provided under this Contract as provided in Exhibit B to this Contract and made a part of this Contract by this reference. The County reserves the right to deduct from any contractor invoice an amount for defective or nonconforming work or for work not provided but invoiced. The County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.

The retainer languages stated on Page 3 and Page 9 of Exhibit A has been omitted from this Agreement. Both parties shall acknowledge this change by their initials beside each of the strike throughs.

4. **WARRANTY:** The Contractor agrees that, unless otherwise specified, the supplies and/or services furnished under this Contract shall be covered by the most favorable commercial warranty Contractor gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County of Brevard by any other provision of this Agreement.

5. **INDEMNIFICATION:** The Contractor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees

5. **INDEMNIFICATION:** The Contractor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its work under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by in part by a party indemnified thereunder. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial contractor, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

6. **MODIFICATIONS TO CONTRACT:** This contract, together with any exhibits, task assignments and schedules constitute the entire contract between the County and the Contractor and supersedes all prior written or oral understandings. This contract and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

7. **INSURANCE:** The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

- a. **General Liability Insurance:** General Liability Insurance issued by responsible insurance companies and in a form acceptable to the County, with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage per occurrence.
- b. **Automobile Liability Insurance:** Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) combined single limits for Bodily Injury and Property Damage per accident.
- c. **Workers' Compensation Coverage:** Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided.
- d. **Insurance Certificates:** The Contractor shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. Said Liability Policies shall provide that the County be an additional insured. The County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

8. **PERFORMANCE BOND:** A performance/surety bond in the amount of ten thousand dollars (\$10,000.00) payable within five (5) business days after the effective date of this Agreement, shall be made payable to Brevard County Board of County Commissioners and shall be held for the term of the Agreement. Said Performance Bond is given as a guarantee that the Contractor will complete contracted work satisfactorily per the Agreement. Unsatisfactory and/ or refusal of work by the Contractor per the Scope of Services and this Contract will result in the Contractor forfeiting the full amount of the Performance Bond. Nothing contained in this provision shall be deemed to preclude an award of actual damages incurred by the County for breach of contract. No plea of mistake in the bid or misunderstanding of the conditions of forfeiture shall be available to the Contractor for the recovery of the amount of the Performance Bond or as a defense to any action based upon the foregoing failure by the awarded Contractor. The Performance Bond shall be delivered to the Solid Waste Management Department, 2250 Adamson Road, Cocoa, FL 32926.

9. **SUPERVISION OF CONTRACT PERFORMANCE:** The Contractor's performance of the Contract will be monitored by the County's contract manager. The Contractor shall provide the contract manager

with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the Agreement. The contractor shall designate, in writing, a person to serve as liaison between the bidder and the County. The Contractor shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the Contractor, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform the contract. The failure of the contract manager to file such notification shall not relieve the Contractor of the obligation to perform the work at the time and in the manner specified by the Agreement. If the Contractor does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.

10. **MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions, which may arise concerning the quality and acceptability of the work, and services performed, the sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the bidder. The contract manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the bidder and the County. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.

11. **OPERATION DURING DISPUTE:** In the event the County has not canceled the Contract in accordance with the terms of the Agreement, and there remains a dispute between the bidder and the County, the Contractor agrees to continue to operate and perform under the terms of the Contract while such dispute is pending, and further agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.

12. **ATTORNEY'S FEES:** In the event of any legal action to enforce the terms of this contract each party shall bear its own attorney's fees and costs.

13. **GOVERNING LAW:** This Contract shall be governed, interpreted and construed according to the laws of the State of Florida.

14. **COMPLIANCE WITH STATUTES:** It shall be the Contractor's responsibility to be aware of and comply with all federal, state and local laws.

15. **VENUE:** Venue for any legal action by any party to this Contract to interpret, construe or enforce this Contract shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

16. **ASSIGNMENTS:** Contractor shall not assign any portion of this Contract without the written permission of the County.

17. **TERMINATION:**

(a) If either party fails or refuses to perform any of the provisions of this Contract or otherwise fails to timely satisfy the contract provisions, either may notify the other party in writing of the nonperformance and terminate the contract or such part of the contract as to which there has been delay or a failure to properly perform. Such termination is effective ninety (90) days after the other party's receipt of the Notice of Termination. Termination for nonperformance may be used for consideration for future awards. Any work completed or services provided prior to the date of termination shall, at the option of the County, become the property of the County. The County is only responsible for payment for services provided prior to the effective date of termination.

(b) The County retains the right to terminate this Contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. The Contractor shall be paid for services performed through the date of termination. For agreements \$1,000,000 and greater, if the County

determines the Contractor submitted a false certification under Section 287.135 (5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or maintain the Contract if the conditions of Section 287.135 (4), Florida Statutes, are met.

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

19. **SUBCONTRACTORS:** The Contractor shall be fully responsible for all acts and omissions of his sub-contractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by the Contractor.

20. **RIGHT TO AUDIT RECORDS:** In performance of the Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with general accepted accounting procedures. All documents, papers, books, records and accounts made or received by the contractor in conjunction with the Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the Contractor for a period of five (5) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) Florida Statutes. All records or documents created by Consolidated Resource Recovery, Inc. or provided to Consolidated Resource Recovery, Inc. by the County in connection with the activities or services provided by Consolidated Resource Recovery, Inc. under the terms of this Agreement, are public records and Consolidated Resource Recovery, Inc. agrees to comply with any request for such public records or documents made in accordance with section 119.07 Florida Statutes.

21. **UNAUTHORIZED ALIEN WORKERS:** Brevard County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a Contractor's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

22. PUBLIC RECORDS:

(a) Contractor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Contract are public records under Florida law, as defined in Section 119.011(12), F.S. Contractor shall keep and maintain public records required by the County to perform the services under this Contract.

(b) This may be unilaterally canceled by the County for refusal by the Contractor to either provide to the County upon request, or to allow inspection and copying of all public records made or received by the Contractor in conjunction with this Contract and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

(c) If Contractor meets the definition of "contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Contract for services must be made directly to the County. If the County does not possess the requested records, the 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 a

reasonable time. If Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under s. 119.10,

ii. Upon request from the County's custodian of public records, Contractor shall provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

iii. Contractor shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term and following completion of the Contract if the Contractor does not transfer the records to the County.

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

(d) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS by telephone at (321) 633-2038, by email at Joseph.Hacker@Brevardfl.Gov, or at the mailing address below:

Solid Waste Management Department, 2725 Judge Fran Jamieson Way, Bldg. A, Ste. #118, Viera, FL 32940.

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

23. SCRUTINIZED COMPANIES:

(a) Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the County may immediately terminate this Contract at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.

(b) If this Contract is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the County may immediately terminate this

Contract at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of this Contract.

(c) The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.

(d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

24. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY):

(a) The CONTRACTOR:

i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and

ii. shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract; and

iii. agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the COUNTY consistent with the terms of the CONTRACTOR'S enrollment in the program. This includes maintaining a copy of proof of the CONTRACTOR'S and subcontractors' enrollment in the E-Verify Program.

(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) Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

25. FEDERAL TAX ID NUMBER: The Contractor shall provide to the County their Federal Tax ID Number or, if the Contractor is a sole proprietor, a Social Security Number.

26. EMPLOYMENT: The Contractor shall not engage the services of any person or persons now employed by the County, including any department, agency, board or commission thereof, to provide services relating to this contract without written consent from the County.

27. PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount

provided in s. 287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

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

29. **CONTINUED MANAGEMENT BY THE NAMED PARTIES:** Continuation of the contract is contingent on continued management by (fill in names – if none – delete this clause). Noncompliance with this provision is grounds for the County to terminate the contract for default. The County can only agree to substituted management by a written modification signed by both parties.

30. **NOTICE:** Notice under this Contract shall be given by certified mail or hand delivery as follows: Solid Waste Management Department, 2725 Judge Fran Jamieson Way, Bldg. A, Ste. #118, Viera, FL 32940 and Notice shall be given to the Contractor by certified mail or hand delivery as follows: Consolidated Resource Recovery, Inc., 3025 Whitfield Avenue, Sarasota, Florida, 34243.

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

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

By: 

Bryan Lober, Chair

Date: 12/4/2019

As approved by Board on: August 14, 2018

Reviewed for legal form and content:



Assistant County Attorney

CONTRACTOR

By: 

Signature

Date: 11/5/19

Chris Snow, VP of Corp. Affairs

Name & Title, Typed or Printed

Consolidated Resource Recovery Inc.

Name of Company, Corp., etc.

3025 Whitfield Ave

Mailing Address

Sarasota, FL 34243

City, State, Zip

941-756-0977

Area Code/Telephone Number

SEAL




ATTEST:

Signature

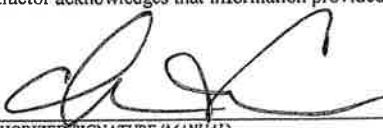
Name & Title, Typed

Beth Wicker

Beth Wicker, Asst. Rev.

SUBMIT SEALED PROPOSAL TO: BREVARD COUNTY PURCHASING SERVICES 2725 JUDGE FRAN JAMIESON WAY BLDG. C, 3rd FLOOR, SUITE C-303 VIERA, FL 32940			REQUEST FOR PROPOSAL Proposal Acknowledgment
PROCUREMENT ANALYST: Corey McMillen corev.mcmillen@brevardfl.gov		(321) 617-7390 Ext. 5-2204	AN EQUAL OPPORTUNITY EMPLOYER
FLORIDA TAX EXEMPT #85-8012621749C-1 FEDERAL TAX EXEMPT #59-6000523			
PROPOSAL SPECIFICATIONS MAY BE OBTAINED AT: Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or DemandStar® website and VendorLink.			
RELEASE DATE: June 13, 2019	PROPOSAL TITLE: Mulching & Disposal Services for Yard Trash & Vegetative Waste (On-Site)	PROPOSAL NUMBER: P-5-19-18	PROPOSAL OPENING DATE AND TIME: July 11, 2019 @ 3:00 P.M.
PRE-PROPOSAL DATE, TIME, AND LOCATION: A pre-proposal meeting will be held on June 21, 2019 at 2:30 p.m. in the Central Disposal Facility, Operations Building Conference Room, 2250 Adamson Rd., Cocoa, FL 32926		<input type="checkbox"/> Mandatory <input checked="" type="checkbox"/> Non-Mandatory	PROPOSAL RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

▼ CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM ▼

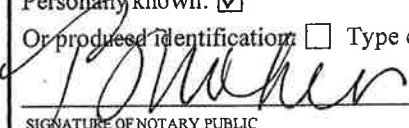
LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS: Consolidated Resource Recovery, Inc 3025 Whitfield Avenue Sarasota, FL 34243	FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN): 94-3154672
TELEPHONE NUMBER/TOLL-FREE NUMBER: (941) 756.0977 / 888.756.0977	If returning as a "no proposal," state reason:
I certify that this proposal is made without prior understanding, Contract, or connections with any corporation, Contractor or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the Contractor. In submitting a proposal to the County of Brevard, the Contractor offers and agrees that if the proposal is accepted, the Contractor will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor.	The Contractor acknowledges that information provided in this RFP is true and correct. X  AUTHORIZED SIGNATURE (MANUAL) Chris Snow NAME (PRINTED/TYPED) Vice President of Corporate Affairs TITLE DATE 7-9-19

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR PROPOSAL

Sworn to and subscribed before me this 9th day of July 2019.

Personally known:


Or produced identification: Type of ID: _____

 FL
 SIGNATURE OF NOTARY PUBLIC STATE

Beth Wicker
 NAME OF NOTARY PUBLIC (PRINTED)

My commission expires: 6/15/2023

(AFFIX SEAL OR STAMP)



BOND DATA

CONTRACTOR MUST PROVIDE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> BID BOND Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> PERFORMANCE BOND Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> LABOR, MATERIAL, PERFORMANCE BOND	AMOUNT: \$10,000
In cases where the amount of a surety bond exceeds \$500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:	
BOND AMOUNT UP TO: \$ 1,000,000 \$ 2,000,000 \$ 5,000,000 \$ 10,000,000	FINANCIAL CLASS I II III IV
BOND AMOUNT UP TO: \$ 25,000,000 \$ 50,000,000 \$ 100,000,000	FINANCIAL CLASS V VI VII
Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.	
PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL FIRST TIME CONTRACTORS MUST SUBMIT A CURRENT W-9 FORM.	

Mulching & Disposal Services for Yard Trash & Vegetative Waste (On-Site)

P-5-19-18

SCOPE OF SERVICES

1. Outlined below are the options that the County is considering for this proposal process. The Contractor is to provide and pay for all the necessary labor, materials, tools, and equipment including provisions of adequate spills kits with absorbents at each location. The contractor proposes to provide fuel tanks for the contractor's equipment and vehicles to execute the work described in detail. Outlined below are the options that the County is considering for this proposal process:
 - Mulch and load for transport all yard trash & vegetative waste received by the County.
 - Mulch, screen, and load for transport all yard trash & vegetative waste received by the County.
 - Mulch all yard trash & vegetative waste received by the County, load for transport and haul to the Central Disposal Facility, 2250 Adamson Rd., Cocoa, FL

2. The Contractor shall be responsible for 75% of the cost of maintaining and repairing of the existing mulching area (pad area) and solely responsible for all pad maintenance and repairs. All work, repairs, and cost shall be coordinated through the Operations Manager. The locations for the proposed work are on property provided by the County. The location of work may include any combination of the following sites or other sites obtained by the County. Contractor must be prepared to perform the work for each option proposal by the Contractor at any location designated by the County. Existing County facilities are:
 - Sarno Road Class III Landfill located at 3379 Sarno Road, Melbourne, Florida
 - Central Disposal Facility (CDF) located at 2250 Adamson Road, Cocoa, Florida
 - Mockingbird Mulching Facility located at 3600 South Street, Titusville, Florida

	Estimated yearly tonnage of yard trash and vegetative waste received based on our operational reports of March 2018 – February 2019
Sarno	87,000 tons
CDF	85,442 tons
Mockingbird Way	30,000 tons

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

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

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

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

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

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

Option 3: Mulch all yard trash & vegetative waste received by the County at the County's disposal facilities and dispose of material at the Central Disposal Facility, 2250 Adamson Rd., Cocoa, FL. The Contractor is required to:

- Process all mulch received by the County in such a manner as to never permit the accumulation of more than 2,000 cubic yards of unprocessed yard trash and vegetative waste. Once the Contractor has mobilized onsite, all accumulated yard trash and vegetative waste must be mulched before the Contractor demobilizes from the site.
 - Load the mulch material onto Contractor's transfer trailers.
 - Transfer the mulch material to the County's approved disposal site at the Central Disposal Facility, 2250 Adamson Rd., Cocoa, FL 32926.
3. **Payments to Contractor/Measurements for Unit Price Work**
The method of payment for services under this solicitation will be on a unit price basis. The volume of mulched product produced shall determine the Contractor's fee. For those facilities with a certified scale, the measurement will be on a per ton basis of outgoing mulched product. If the mulch is to be used onsite, the material will be loaded onto a truck, weighed on the scales and then be brought back onto the site. The facility where the County currently has a scale suitable to weigh truckloads of mulched material is at the County's Central Disposal Facility (CDF) in Cocoa and the Sarno Road Landfill in Melbourne. Therefore, in the Mockingbird Way Mulching Facility in Titusville, the measurement of the work will be by an alternate method. At these locations, the amount of work completed will be determined by a method that is mutually acceptable to the County and the Contractor. In general, the County has historically used either onsite belt scales to weigh the processed mulch material or has used a pyramid stacking method to measure the volume of processed mulch material/at 420 lbs per cubic yard.

~~4. Retainer~~

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

5. **Tonnages/ County Waste Deliveries**

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

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

7. **Location of Work**

For Options 1, 2, and 3 sites for the proposed work are on property provided by the County. The County's current sites are given below. The location of work may include any combination of the following sites or other sites obtained by the County.

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

6. **Housekeeping and Environmental Compliance**

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

7. Hours of Work

The Contractor is hereby informed and understands that the County restricts work on County owned sites to between the hours of 7:30 a.m. and 5:30 p.m., Monday through Saturday, excluding Brevard County holidays (Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day). Therefore, the work is restricted to these hours, unless changes are determined by the County and agreed upon with the Contractor. If deemed necessary, off-hour work may be authorized by the County if requested, in writing, 72 hours in advance by the Contractor.

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

8. Subcontracting

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

9. Insurance Requirements

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

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

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

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

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

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

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

B. Contractor will provide certificates showing that these policies may not be canceled, modified, or permitted to expire without thirty days prior written notice to the County. The General Liability and Auto Liability certificates of insurance shall indicate that the policies have been endorsed to cover the County an additional insured. Certificates of Insurance will be required from the intended awardee upon notification of intended award.

C. 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. Subcontractor's insurance shall be the responsibility of the Contractor.

10. Attorney's Fees

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

11. Contingent Fees

In accordance with Chapter 287.055(6)(a) FS, each proposal submitting a proposal to the County shall execute and attach thereto, an affidavit as set forth on Page 28 stating that the Contractor has not paid contingent fees for the County's award of a contract.

Mulching & Disposal Services for Yard Trash & Vegetative Waste (On-Site)
P-5-19-18

PRICE SHEET RESPONSE FORM

PREPARED FOR THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

Title: Mulching & Disposal Services for Yard Trash and Vegetative Waste (On Site)
Prop #: P-5-19-18

TO: Brevard County Board of County Commissioners
Purchasing Division
2725 Judge Fran Jamieson Way, Bldg. "C"
Viera, FL 32940

FROM: Chris Snow as Vice President of Corporate Affairs
Contractor's Name
Consolidated Resource Recovery, Inc
Mailing Address
3025 Whitfield Avenue

<u>City</u> Sarasota	<u>State</u> FL	<u>Zip</u> 34243
<u>Telephone Number</u> 941.756.0977 x241		<u>Email</u> csnow@resourcerecovery.com

1. PRICE PROPOSAL

- A. The undersigned as Contractor, hereby declares that the only person or persons interested in the Proposal as Principal or Principals is, or are, named herein and that no other person that is herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties to make a Proposal or proposal; and that it is in all respects fair and in good faith, without collusion or fraud.

- B. Having become completely familiar with the local conditions affecting the cost of work at the places where the work is to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined the proposal documents together with any Addenda to such proposal documents as listed hereinafter, the undersigned hereby proposes and agrees to provide all labor, materials, plant, equipment, transportation and other facilities as necessary, but which may not be separately itemized and to execute all of the work described by the aforesaid Proposal for the unit price of:

OPTION #1
Mulch and load for transport all yard trash & vegetative waste received by the County at the County's disposal facility \$ 10.98 /TON
cost per ton of mulch produced

OPTION #2
Mulch, screen, and load for transport all yard trash & vegetative waste received by the County at the County's disposal facilities. \$ 14.02 /TON
cost per ton of mulch produced

OPTION #3
Mulch all yard trash & vegetative waste received by the County at the County's disposal facilities, load for transport and haul the mulched material to the Central Disposal Facility, 2250 Adamson Rd., Cocoa, FL \$ 24.75 /TON
cost per ton of mulch produced

2. PERFORMANCE BOND

Performance Bond in the amount of **ten thousand dollars and no cents (\$10,000.00)** which is to become the property of the County in the event services are not performed satisfactorily as

described within the proposal documents, as liquidated damages for the delay and additional work caused the County.

3. OTHER REQUIREMENTS

- A. The Contractor further proposes and agrees to commence work under the contract within thirty (30) calendar days of receipt of the Notice to Proceed.
- B. The undersigned declares that the person or persons signing this proposal are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all terms of the proposal solicitation.
- C. The Contractor agrees that no person or persons or company other than the firm listed below or as otherwise indicated has any interest whatsoever in this proposal or the contract that may be entered into as a result of the proposal and that in all respects the proposal is legal and firm, submitted in good faith without collusion or fraud.
- D. The Contractor agrees that the undersigned has complied or will comply with all requirements of local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this proposal, in awarding the contract to the Contractor and in the prosecution by Contractor of the work required.

ACH PAYMENTS

Does your company accept ACH Payment Method? Yes / No

PROMPT PAYMENT DISCOUNT

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

* If Prompt Payment Discount is offered, please state discount and terms:

ADDENDUM ACKNOWLEDGMENT

Contractor acknowledges receipt of amendments by indicating amendment number and date of issue.

Add. No. 1 Dated June 28, 2019 // Add. No. 2 Dated July 1, 2019

Add. No. _____ Dated _____ // Add. No. _____ Dated _____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for Proposal #P-5-19-18/ Mulching & Disposal Services for Yard Trash and Vegetative Waste (On Site).

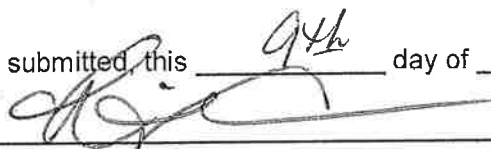
Legal Name of Firm: Envirowaste International, Inc. & Susidiaries

If Firm is a corporation, state that corporation is organized under the laws of the State of Delaware
Please affix corporate seal to this Form of Proposal.

If Contractor is a partnership, state names of partners:

If Contractor is an individual using a trade name, state name of individual: _____

Contractor Registration Number: _____

Respectfully submitted, this 9th day of July, 2018


(Signature)
Chris Snow

(Name – Typewritten)
Vice President of Corporate Affairs

(Title)

(SEAL IF CONTRACTOR IS A CORPORATION)

END OF PRICE SHEET RESPONSE FORM



Purchasing Services
2725 Judge Fran Jamieson Way
Building C, Room 303
Viera, Florida 32940

Mulching & Disposal Services for Yard Trash & Vegetative Waste (On-Site)
P-5-19-18
July 1, 2019
Addendum #2

TO ALL PROSPECTIVE CONTRACTORS

This is an Addendum to and shall be considered as part of the original Proposal package for the above-mentioned Proposal. Contractors are requested to acknowledge receipt of this Addendum with their Proposal.

CLARIFICATION TO QUESTIONS ASKED RECEIVED:

1. **Q:** What is the current pricing?
A: Option 1 = 12.39 ton; Option 2 = 14.60 ton; Option 3 = None at this time.
2. **Q:** Is 200,000 tons per year a good three-year average?
A: Yes
3. **Q:** Is 4 X 6 screens the correct size to be used for this contract?
A: The screen size shall be what it takes to make a product that will meet the proposal specifications (produce a mulch product with ninety-five percent of the mulch product's particle size being no more than four inches in its longest diameter).
- ~~4. **Q:** Is the retainer that's held only on the final invoice at the end of the contract?
A: No, the retainer held is not specific to just the final invoice. As a condition of the contract, a retainer equal to 5% of one year of service may be withheld from each invoice until the amount is equal to one year of service.~~
5. **Q:** How often are fuel increase adjustments allowed for this contract?
A: Please refer to Addendum #1
6. **Q:** Will the bids be made public on the opening date?
A: At the proposal opening names of contractors will be read; within three business days a tabulation will be posted to DemandStar and VendorLink.

Please note that the proposal opening date and time remains **July 11, 2019 @ 3:00 P.M.**

All other terms and conditions remain unchanged.

Sincerely,

Steven A. Darling, Jr.,
Purchasing Manager

END OF ADDENDUM #2



Purchasing Services
 2725 Judge Fran Jamieson Way
 Building C, Room 303
 Viera, Florida 32940

NOTICE OF AWARD
 October 30, 2019

P-5-19-18 / Mulching & Disposal Services for Yard Trash & Vegetative Waste (On-Site)

PROCUREMENT ANALYST: Corey McMillen

<u>VENDOR</u>	<u>VENDOR CITY/STATE</u>	<u>MEETS MINIMUM REQUIREMENTS</u>	<u>ITEMS AWARDED</u>	<u>AWARDED PRICE</u>
Consolidated Resource Recovery	Sarasota, FL	Yes	All	Option 1: \$10.98/Ton Option 2: \$11.75/Ton (first 2,000 tons) & \$14.02/Ton after Option 3: \$23.53/Ton
Camo Farms, Inc.	Tulsa, OK	Yes	None	None
Florida Materials, Inc.	Port Orange, FL	Yes	None	None
Raynor Shine Services, LLC	Apopka, FL	Yes	None	None
RKC Land Development Inc.	West Palm Beach, FL	Yes	None	None
Treecycle Land Clearing Inc.	Lake Worth, FL	Yes	None	None

BOARD AWARD--AGENDA ATTACHED

APPROVED AWARD (NON-BOARD AGENDA):
 (Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT)

Steven A. Darling, Jr., Purchasing Services Manager

Award to best-ranked proposer, minimum three responses received.

FOR PURCHASING USE ONLY:

ONE-TIME PURCHASE

ANNUAL BID:

EFFECTIVE DATE: December 1, 2019 ENDING DATE: November 30, 2022
 RENEWAL OPTION One year Other (Two, one year renewals)

- Prompt Payment Discount Offered Yes _____ (Terms) NO
- Performance and payment bonds received with construction contract documents.
- Release Cashier's or Certified Check Received for Bid Deposit on Bids

SPECIAL INSTRUCTIONS TO AWARDED VENDOR:

- Please provide certificate of insurance.
- Please provide performance and payment bonds as required.
- OTHER:

Mulching & Disposal Services for Yard Trash & Vegetative Waste (On-Site)

P-5-19-18

FORM OF PERFORMANCE BOND

BY THIS BOND, We Consolidated Resource Recovery, Inc as Principal and Western Surety a corporation as Surety, are bound to Brevard County Board of County Commissioners, Brevard County, Florida, herein called "Owner," in the sum of _____ Dollars and no cents (\$ _____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigned, jointly and severally.

THE CONDITIONS OF THIS BOND are that if Principal:

1. Performs promptly, completely and faithfully the contract dated _____, 20____, between Principal and Owner for supply and implementation of the _____, the contract being attached hereto and made a part of this bond by reference, in such time and without delay, and in the manner prescribed in the contract including the delivery, execution and performance of any warranty work required by the contract; and
2. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
3. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

Signed and sealed this _____ day of _____, 20____.

PRINCIPAL

Company: Consolidated Resource Recovery, Inc

Print Name: Chris Snow

Title: Vice President of Corporate Affairs

SURETY

Company: _____

Print Name: _____

Title: _____

(Corporate Seal of PRINCIPAL below)

(Corporate Seal of SURETY below)

Performance Bond will be submitted within five days of award as required by Special Conditions #5 on page 10.

Brevard County Public Works Department

**Contract - Road Striping
(Paint and Reflective Paint Marking)**

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

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ATTACHMENT A - SCHEDULE OF UNIT PRICES

ATTACHMENT B - ADMINISTRATIVE ORDER-33

CONTRACT - ROAD STRIPING

PAINT AND REFLECTIVE PAVEMENT MARKING

This is a Contract entered into by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "County" and Florida Striping, Inc., a business having its principal address at 2991 Indiana Street, Melbourne, FL 32904, hereinafter referred to as the "Contractor".

RECITALS

Whereas, on August 14, 2018, the Board of County Commissioners granted Purchasing Services approval to solicit competitive bids for Road Striping, Paint and Reflective Pavement Marking; and

Whereas, the County issued a competitive solicitation for these services pursuant to Invitation to Bid No. B-6-19-88;

Whereas, the County awarded the services to Florida Striping, Inc. as primary Contractor; and

Now, therefore, in consideration of the mutual agreement hereinafter contained, the County hereby retains the Contractor, and the Contractor hereby covenants to provide the services as prescribed herein. The foregoing recitals are true and are incorporated herein by reference.

GENERAL TERMS AND CONDITIONS

SECTION 1 - DEFINITIONS

The words and expressions (or pronouns used in their stead) defined in this Contract shall, wherever they appear in the Contract, be construed as follows unless a different meaning is clear from the context.

Addenda: shall mean any additional solicitation provisions issued in writing by the County prior to the date and time for bid openings.

Bid Proposal: shall mean the offer of proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidder: shall mean any person, firm or corporation submitting a Bid for the Work.

Board of County Commissioners: shall mean the Board of County Commissioners of Brevard County, Florida, or their duly authorized representative(s).

Change Order: shall mean an order to the Contractor, approved by the County, authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract and/or Task Order, or the Contract Performance Period or Completion Time issued after execution of the Contract or issuance of a Task Order.

Completion Time: shall mean the number of days specified in a Task Order for completion of the Work in that Task Order.

Contract: shall mean the written agreement between the County and the Contractor regulating the Work to be performed.

Contractor: shall mean successful Bidder, whether a corporation, firm, individual or any combination thereof, and their successors, personal representatives, executors, administrators and assigns.

Contract Performance Period: shall mean the overall performance period of this Contract.

County: shall mean the Board of County Commissioners, Brevard County, Florida, or their duly authorized representative(s), for whom the Contract Work is being performed.

Day: shall mean one calendar day when used in the Contract.

Defective Work: shall mean (a) Work that is unsatisfactory, deficient or damaged, does not conform to the Contract, or does not meet the requirements of any inspection test or approval, or (b) Work associated with punch list items that the Contractor fails to complete within a reasonable time after issuance of the punch list by the Project Manager.

Final Acceptance: shall mean acceptance of the Work specified in an individual Task Order by the County upon the expiration of the warranty period as stated in the Contract.

Notice: shall mean written Notice delivered to an authorized representative identified herein in person or by mail.

Notice of Intent to Award: shall mean the notice given by the County to the successful Bidder

Project: A specific description of Work to be performed at a Site under the scope of this Contract.

Project Manager: Shall mean the Public Works Department Traffic Operations Manager or their designee. The Project Manager will receive correspondence at 580 Manor Drive, Merritt Island, Florida 32952, Phone 321-455-1440.

Site: shall mean the area upon or in which the Contractor's operations are carried on and such other areas adjacent thereto as may be designated as such by the Project Manager.

Specifications: shall mean the parts of the Contract identified as "Specifications" and organized into Divisions. The Specifications include general requirements and technical descriptions of materials, equipment, construction systems, standards and workmanship. The term "Technical Provisions" where used in the Contract refers to the Specifications.

Sub-contractor: shall mean any person, firm, or corporation other than employees of the Contractor that contract with the Contractor to furnish, or actually furnishes labor, materials and/or equipment for the work.

Task Order: shall mean any order issued against the Contract for construction work in accordance with its terms and conditions.

Work: shall mean any and all obligations, duties and responsibilities necessary to the successful completion of the construction assigned to or undertaken by the Contractor under the Contract, including the furnishing of all labor materials, equipment, and other incidentals.

SECTION 2 - SCOPE OF WORK

This Work consists of the installation of painted pavement markings and reflective pavement markers on new, newly resurfaced, and existing roads in Brevard County. This Work will also include the removal of pavement markings.

SECTION 3 - CONTRACTOR QUALIFICATION

The Contractor must present sufficient evidence that it is a Florida Department of Transportation pre-qualified Contractor in the work class of Pavement Markings. The Contractor must maintain this pre-qualification throughout the term of the Contract.

SECTION 4 - TERM OF CONTRACT

This Contract shall be effective on July 20, 2019. This Contract shall be for an initial term of three years from its effectiveness date. In addition, subject to the County's sole discretion, this Contract may be renewed by the County in one year increments for up to two additional years beyond the initial three year term of the Contract by providing prior written notice to the Contractor.

SECTION 5 - COMPENSATION

Compensation for Work shall be in accordance with Attachment A: Schedule of Unit Prices. Compensation schedules may be adjusted after the third year of the Contract upon mutual consent of the parties. Compensation adjustment shall be based on material cost variation or other relevant economic conditions, sufficiently documented by the requesting party. Either party may request a compensation adjustment. Failure to agree upon compensation adjustments shall constitute mutually agreed upon termination of this Contract. The request for compensation adjustment must be made ninety days prior to the anniversary date of this Contract.

SECTION 6 - INDEMNIFICATION

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 sub-contractors. Such negligent acts by the Contractor include, but are not limited to, any errors or omissions in the Contractor's 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 Brevard County.

SECTION 7 - INSURANCE REQUIREMENTS

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

- A. **General Liability Insurance** policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this Contract, and Explosion, Collapse and Underground ("XCU") hazard.
- B. **Auto Liability Insurance** which includes coverage for all owned, non-owned and hired vehicles with a \$1,000,000 combined single limit for each occurrence.
- C. **Workers' Compensation and Employers Liability Insurance** as required by Florida Statutes, Chapter 440.

The Contractor shall provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this Contract and upon insurance renewal annually. 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 General Liability and Auto Liability certificates of insurance shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the Workers' Compensation policy is acceptable) and that these policies may not be canceled or modified without thirty days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the Contract. Sub-contractor's insurance shall be the responsibility of the Contractor.

SECTION 8 - BOND

The Contractor shall furnish a surety (performance) bond in the amount of fifty thousand dollars (\$50,000.00), which bond shall guarantee the faithful performance of any and all duties and materials or labor under this Contract.

SECTION 9 - WARRANTY

The Contractor shall extend to the County the same warranty on all materials and equipment furnished under this Contract, which the manufacturer extends to the Contractor, or purchasers, whichever is greater. The Contractor shall guarantee its workmanship under this Contract for a period of one year from the date of acceptance by the County.

SECTION 10 - 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 11 - GOVERNING LAW

This Contract shall be governed, interpreted and construed according to the laws of the State of Florida.

SECTION 12 - COMPLIANCE WITH STATUTES

It shall be the Contractor's responsibility to be aware of and comply with all federal, state and local laws.

SECTION 13 - VENUE

Venue for any legal action brought by any party to this Contract (for the purposes of this clause, this includes any city or municipality who is allowed to utilize the Contractor's services under this Contract), to interpret, construe, or enforce this Contract shall be in a court of competent jurisdiction in and for Brevard County, Florida.

SECTION 14 – SUB-CONTRACTING

It is understood that the Contractor will be solely responsible for the assigned work. Any sub-contractors must be previously approved by the Project Manager. The Contractor will not employ any sub-contractor, other person or organization against whom the County or the Project Manager may have reasonable objections, nor will the Contractor be required to employ any sub-contractor against whom he has reasonable objection. The Contractor will not make any substitution for any sub-contractor who has been accepted by the Project Manager, unless the County and the Project Manager determine that there is good cause for doing so.

Nothing in the Contract shall create, nor shall it be interpreted to create, privity or any other Contractual relationship whatsoever between any sub-contractor and the County, or any person or business entity except the Contractor, or any obligation on the part of the County to pay or to see to the payment of any monies due any sub-contractor, except as may otherwise be required by law. The County may furnish to any sub-contractor, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done. The Contractor agrees to specifically bind every sub-contractor to the applicable terms and conditions of the Contract for the benefit of the County.

SECTION 15 – ASSIGNABILITY

Any Work issued pursuant to this Contract is not assignable without the prior written approval of the Project Manager.

SECTION 16 – PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES

The County permits the awarded Contractor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the Contractor’s discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded Contractor (s).

SECTION 17 - NON-EXCLUSIVITY

The parties hereto specifically agree that this is a non-exclusive agreement and that the County may select other Contractors to perform construction, rehabilitation and maintenance during the term of this Contract. Contractor may also do such work for any other entity.

SECTION 18 - TERMINATION

- 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, at least ten days before the effective date of such termination.
- B. The County retains the right to terminate the Contract, in part or in its entirety, without cause, upon thirty days prior written notice. In the event of termination, the Contractor

shall not be entitled to any damages, liquidated or otherwise caused as a result of such termination.

- C. Any Work completed prior to the date of termination shall, at the option of the County, become the property of the County. The County is only responsible for payment of Work completed, inspected and accepted prior to the effective date of termination, excluding any and all anticipated supplemental costs, administrative expenses and profit for uncompleted Work.

SECTION 19 - INDEPENDENT CONTRACTOR

The Contractor shall perform the conditions of this Contract as an independent Contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be in any way construed to constitute the Contractor, or any of its agents or employees, as an agent, employee or representative of the County.

SECTION 20 - RIGHT TO AUDIT RECORDS

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 after completion or termination of this Contract, unless such records are exempt from section 24(a) of Article I of the State Constitution and Chapter 119, Florida Statutes.

SECTION 21 - PUBLIC RECORDS

The County is subject to the Florida Public Records Law, Chapter 119, Florida Statute and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the Contractor's duty to identify the information, which it deems is exempt under Florida/federal law, and identify the statute by number, which exempts that information.

Should any person or entity make a public request of the County, which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential, it shall be the Contractor's obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will be able to comply with the requirements of Chapter 119, Florida Statutes.

Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorney fees, which may be awarded pursuant to 119.12, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE PUBLIC WORKS DEPARTMENT:

ROBERT HENDRICKS 321-617-7202 robert.hendricks@brevardfl.gov

**2725 Judge Fran Jamieson Way, Suite A-201
Viera, FL 32940**

SECTION 22 - UNAUTHORIZED ALIEN WORKERS AND E-VERIFY

The County will not intentionally award publicly-funded Contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a Contractor's intentional employment of unauthorized aliens as grounds for immediate termination of this Contract.

The Contractor shall utilize the U.S. 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 shall expressly require any sub-contractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor during the Contract term.

In accordance with the 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.

SECTION 23 - SCRUTINIZED COMPANIES

Awarded Contractor shall certify that it and its sub-Contractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. if the Contract is for more than one million dollars, the Contractor further certifies that it and its sub-Contractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section

287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

The Contractor agrees to observe the above requirements for applicable sub-contracts entered into for the performance of work under this Contract.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these Contracting prohibitions, this section shall become inoperative and unenforceable.

SECTION 24 - FEDERAL TAX ID NUMBER

The Contractor shall provide to the County their Federal Tax ID Number or, if the Contractor is a sole proprietor, a Social Security Number.

SECTION 25 - EMPLOYMENT

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

SECTION 26 - PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a Contract to provide any goods or services to a public entity, may not submit a bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, sub-Contractor, or consultant under a Contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty-six months from the date of being placed on the convicted vendor list.

SECTION 27 - CONSTRUCTION OF CONTRACT

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

SECTION 28 - ENTIRE CONTRACT

This Contract, together with Task Orders that may follow, embody the entire Contract 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 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 hereto as an addendum to this Contract, or as specifically prescribed in a Task Order. This Contract shall be governed by and construed according to the laws of the State of Florida.

SECTION 29 - SEVERABILITY

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

SECTION 30 - WAIVER

In the event the County waives any of the Contractor's obligations or duties in this Contract, it shall not constitute a waiver of any of the other obligations and duties of the Contractor, nor shall waiver of any such obligation or duty constitute a continuing waiver of that obligation or duty.

SECTION 31 - DELEGATION OF WORK

The County reserves the right to ascertain the necessity for Contractor service and shall, at its sole discretion, determine the conditions warranting Contractor response.

SECTION 32 - EVALUATION OF PERFORMANCE

The County will conduct an annual evaluation of the Contractor's performance. The evaluation may be used as a consideration with respect to renewal or termination of the Contract.

SECTION 33 - DEFICIENCIES

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:

- A. The County shall have the right to direct the Contractor to cease operation until deficiencies are corrected.

- B. The County shall have the right to schedule a meeting to discuss the deficiencies. The Contractor shall be responsible for providing a written corrective action plan within three days after the meeting.
- C. The County shall have the right to reject the defective Work. Upon rejection of defective Work, the Contractor shall remove the defective Work from the site and replace it with non-defective Work within a reasonable time, or as specified in a corrective action plan.
- D. The County shall have the right to specify other remedial action, which may be incorporated into this Contract by mutual consent of the parties.
- E. Any deficiencies not addressed by the Contractor by the time required under this Contract will be grounds to deny payment for the location affected.
- F. The County shall have the right to pursue claims for actual damages involving any defects in the Work performed by the Contractor not remedied to the satisfaction of the County.

SECTION 34 – CHANGE ORDER

A change to a Task Order approved by the County authorizing an addition, deletion or revision in the Work, resulting in an adjustment in the compensation and/or the Completion Time of a Task Order.

CHANGE OF COMPLETION TIME AND CLAIMS FOR DELAYS

- A. The Completion Time may only be changed by a Change Order. Any claim for adjustment of the Completion Time shall be based on notice delivered by the party making the claim to the other party (but in no event later than three days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data, including but not limited to, backup for additional compensation requests for any delays and/or loss of efficiency, shall be delivered within three days after such occurrence (unless the County allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a

result of the occurrence of said event. No claim for an adjustment in the Completion Time and any related equitable adjustment to the Task Order will be valid if not submitted in strict accordance with the requirements of this paragraph. Otherwise, such claims will be deemed to have been waived.

- B. All time limits stated in the Task Orders are of the essence of the contract. In other words, time is of the essence as to all applicable provisions related to time.
- C. Where Contractor is prevented from completing any part of the Work within the Completion Time due to delay beyond the control of Contractor, the Completion Time will be extended in an amount equal to the time lost due to such delay if a claim is made thereof as provided in this provision. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work, fires, floods, epidemics, abnormal weather conditions or acts of God. Delays attributable to and within the control of a subcontractor shall be deemed to be delays within the control of Contractor.
- D. No Damages for Delay: NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS. The Contractor shall not be entitled to an increase in the payment or compensation of any kind from the County for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration, or inefficiency, arising because of delay, disruption, interference or hindrances from any cause whatsoever, including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, acts or neglect by utility owners or other contractors performing other work; however, this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the party of the County or its agents. Otherwise, the Contractor shall be entitled only to extensions of the Completion Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.
- E. Completion Time shall not be extended for rain delays. The County may consider granting time extensions as stipulated in Section 8-6.1.1 of FDOT Specifications for temporary suspension of work due to adverse weather conditions due to catastrophic occurrences.

DISPUTED CHANGE ORDER REQUEST

- A. Within five days after denial of the Contractor's request for a change order, the Contractor may submit to the County Manager or designee with experience in the oversight of construction projects for a department or business other than the department responsible for monitoring the disputed request, documentation of the Contractor's position in the dispute or disagreement. The County Manager or designee, within five days after the receipt of the Contractor's documentation, shall review the request and make a final determination as to whether denial was arbitrary or capricious based upon the sufficiency of the work under the terms of the contract, applicable regulations and relevant construction standards. Based upon the sufficiency and degree of completion, as well as any defects in the work and the amount reasonably required, if any, to correct or repair defective work, the reviewer shall make the final determination as to whether a change order should be approved by the County Manager.
- B. If the denied request or disputed amount exceeds the County Manager's purchasing authority, the County Manager shall present a report, recommendation, and the Contractor's claim and documentation to the County Commission for a final determination within thirty days after receiving the Contractor's documentation for the claim. The Commission shall make its decision using the standards specified in above.
- C. Within thirty days after denial of a request for a change order involving 1] an amount in excess of the County Manager's purchasing authority or 2] for the amount the Contractor claims to be due at the time the project is ready for beneficial use or occupation, the Owner may, at the Owner's option in lieu of the procedure specified above, submit the dispute to a mediator with knowledge or experience in construction management, as agreed upon by the parties.

Upon referral to a mediator, the Owner and Contractor shall each pay half the estimated cost of the mediator, up front. Within thirty days after the date of submittal, the mediator, applying the standards set forth in the Change Order

provision, shall investigate the dispute and submit a written recommendation for disposition of the dispute to the County Manager or designee with the qualifications specified in the Change Order provision.

Within thirty days after receiving the mediator's recommendation, the County Manager shall submit the recommendation to the County Commission, along with a staff report analyzing the dispute and mediator's recommendation. Based on the standards set forth in the Change Order provision, the Commission shall decide whether to grant or deny, in whole or in part, the amounts recommended by the mediator. The Commission's decision will be deemed final action on the disputed claim for the purposes of ripening the decision for judicial review. If the mediator recommends that no Change Order be granted, the Contractor shall reimburse the County any amounts paid by the County to the mediator.

The deadlines for completing the dispute resolution process described above may be extended by mutual agreement of the County and Contractor.

SECTION 35 - LIQUIDATED DAMAGES

It is mutually agreed that time is of the essence of this Contract and should the Contractor fail to complete the Work, or portions thereof, within the specified time, or any authorized extension thereof, liquidated damages as set forth below shall be deducted from the compensation otherwise to be paid to the Contractor. Both parties recognize that precise actual damages for Contractor's failure to complete tasks within the deadline (including any valid extensions) set forth in the Task Order are impossible to determine due to the impossibility of precisely ascertaining the amount of damages that will be sustained by the County as a consequence of such delay. Both parties desire to obviate any question of dispute concerning the amount of said damages for delay and the cost and impact of the failure of the Contractor to complete the tasks in a Task Order on time. The parties therefore agree to fix liquidated damages for delay in completing tasks in a Task Order. Contractor waives any and all challenges and legal defenses to the validity of any liquidated damages established in the Contract, including that the liquidated damages are void as penalties or are not reasonably related to the actual damages sustained by the County as a result of Contractor's untimely performance. The

parties stipulate these amounts are not a penalty, but liquidated damages to the County based on a reasonable measure of damages from the County's experience in the pavement marking industry and given the nature of losses that result from delays. For each day that any part of the Work remains uncompleted after the expiration of the time allowed for completion of the Work, the sums per day set forth below shall be deducted from any monies due the Contractor, the County shall have the right to recover the liquidated damages sum from the Contractor, the Surety, or both. The amount of these deductions are to cover liquidated damages to the Owner incurred by additional and other expenses due to the failure of the Contractor to complete the Work or any part of the Work within the Completion Time specified in the Task Order, and such deductions are not to be considered as penalties.

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

- A. Maintenance: Upon failure of the Contractor to complete the Work (Maintenance) in a Task Order for by the Completion Time, or any authorized extension thereof, the Contractor shall pay \$250.00 per day for each calendar day of delay after the date specified for Completion Time up to but not including the date the Work is deemed complete by the County.
- B. Resurfacing and New Pave: Upon failure of the Contractor to complete the Work (Resurfacing and New Pave) in a Task Order by the Completion Time, or any authorized extension thereof, the Contractor shall pay \$500.00 per day for each calendar day of delay after the date specified for Completion Time up to but not including the date the Work is deemed complete by the County. The dates specified on the notification email shall constitute the basis for the assessment of liquidated damages.

INSTALLATION, MAINTENANCE, AND REMOVAL

SECTION 36 - RESOURCE REQUIREMENTS

The Contractor shall furnish all supervision, quality control, labor, materials, equipment, supervision, tools, transportation, supplies, manpower, and pay disposal fees necessary to complete the Work specified in this Contract. Unit prices shall be inclusive of all incidentals, labor, materials, maintenance of traffic, mobilization, etc. No additional compensation will be provided to the Contractor.

SECTION 37 - UTILITY COORDINATION

The Contractor is responsible for coordinating with all public and private utility companies, as may be necessary for proper and safe completion of the Work.

SECTION 38 - MULTIPLE CONCURRENT PROJECTS

The Contractor shall have adequate resources to handle two or more Projects at the same time.

SECTION 39 - SAFETY AND PROTECTION

The Contractor shall follow all applicable safety standards. The Contractor shall take all necessary precautions for the safety and protection of:

- All employees and other persons who may be affected by the Work;
- All the Work and all materials or equipment on or off the site; and
- Private property at the site or adjacent thereto including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not within the scope of the Project.

SECTION 40 - EQUIPMENT AND RESOURCES

All equipment used in the performance of the Contract on County Property shall be maintained properly. All equipment used by the Contractor is subject to inspection by the Project Manager. Any equipment deemed inoperable, unsafe, or improper for the Work shall be removed from the work site. The Contractor shall utilize equipment of a type and in sufficient quantity to perform the work in a satisfactory manner and as scheduled in the Task Order. The list of equipment shall comply with minimum requirements for equipment as detailed on the Florida

Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.

SECTION 41 - PROJECT MANAGER

The Contractor will coordinate with the Project Manager who will verify that the work has been completed in accordance with specifications, as scheduled, and handle problems that may arise. The Project Manager may issue verbal orders to address emergencies or to ensure the continuity of critical elements of Contract performance. The County's Project Manager shall be advised, at their request, as to the status and details of work being completed by the Contractor in the format they require. The Contractor will provide the Project Manager a list of all foremen and supervisors who will perform the work. This list will also contain twenty-four hour emergency numbers.

SECTION 42 - CONTRACTOR'S REPRESENTATIVE

The Contractor will designate a competent Contractor's Representative who will not be replaced without written notice to the County's Project Manager at least twenty-four hours before the change. The Contractor's Representative will be present at work locations and will have the authority to act on behalf of the Contractor. Project communications (both verbal and written) given to the Contractor's Representative will be as binding as if given to the Contractor.

SECTION 43 - COORDINATION CONFERENCE

A coordination conference will be held to discuss schedules, procedures, invoicing, maintenance of traffic, utility coordination, and any other aspects of the Work. The conference will be scheduled within twenty days after the effective date of the Contract, but before Contractor begins Work at any site. The conference shall be attended by the Contractor, Project Manager, and other personnel as required. Either party may request and be granted additional coordination conferences.

SECTION 44 - ASSIGNMENT OF WORK – MAINTENANCE

All Maintenance Work will be ordered by the Project Manager or their designee in the form of a written or verbal Task Order. No work will begin until a Task Order has been issued to the Contractor. The Contractor shall visit the site, if needed, and submit a written quotation to the Project Manager within seven days. The quotation shall be based solely upon the unit prices

contained in the Bid Item Schedule. The quotation shall also include the proposed schedule for completion of the project in days.

A Task Order will be issued for each Project. The Task Order will contain a start date and completion date that will be mutually agreed to between the County and the Contractor. The Contractor will submit a work schedule prior to beginning any work ordered. The work schedule will contain the route to be followed and the location of work each day. The Contractor will consult with the County's Project Manager prior to any schedule variance. The County's Project Manager shall be notified one day prior to the schedule change and must concur with the recommended changes. The Contractor shall start working on assigned projects within two days of notification.

SECTION 45 - ASSIGNMENT OF WORK – RESURFACING, NEW PAVE

All resurfacing or new pave projects will be ordered via email containing start date and time, project limits and scope of work. Notification Email will be sent by County a minimum of forty-eight hours before the work is to commence. Contractor hereby agrees to commence work on any resurfacing or new pave Task Order within forty-eight hours of notification. It is mutually agreed that time is of the essence for resurfacing and new pave projects. The Contractor shall start work on assigned projects on the start date outline in the Notification Email. Failure to respond to the project site once the proper notification has been given by the County may result in the re-assignment of the Work to the secondary Contractor and/or assessment of liquidated damages.

SECTION 46 – COORDINATION WITH OTHERS

The Contractor shall arrange his work and dispose of his materials so as not to interfere with the operations of other contractors, utilities, and County forces engaged upon adjacent work and to join his work to that of others in a proper manner, in accordance with the spirit of the Task Order, and to perform his work in the proper sequence in relation to that of other contractors, utilities and County forces.

SECTION 47 - CLEAN UP

The Contractor will keep the site free from accumulations of waste material, rubbish and other debris during performance of the Work. At the completion of the Work the Contractor will

remove all waste materials, rubbish, and debris from and about the premises as well as all tools, construction equipment, machinery, and surplus materials, and will leave the site clean and ready for occupancy by the County. The Contractor shall restore those portions of the site not designated for alteration by the Task Order to their original condition.

SECTION 48 - FINAL INSPECTION

Upon written notice from the Contractor that the Work is complete, the County's Project Manager shall schedule and conduct a final inspection with the Contractor and will notify the Contractor in writing of any deficiencies in the Work within seven days. The Contractor shall correct all deficiencies and request an inspection within five days or as agreed to by the Project Manager and before final acceptance and payment is made.

SECTION 49 - ACCEPTANCE

Acceptance of the Project will be granted when the Contractor completes a Project to the satisfaction of the County. The County shall remit payment upon acceptance in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.

SECTION 50 - PERFORMANCE STANDARDS

Any marking products utilized must be listed in the current F.D.O.T. "Approved Product List" if the specific device category exists. All materials and installations shall be in accordance with the latest edition of all applicable technical specifications including, but not limited to, the following:

Florida Department of Transportation:

- Standard Specifications for Road and Bridge Construction
- Standard Plans for Road and Bridge Construction
- Manual on Uniform Minimum Standards for Design, Construction and Maintenance of Streets and Highways
- Accident Prevention Procedures Manual

Federal Highway Administration:

- Manual on Uniform Traffic Control Devices

Associated General Contractors of America, Inc.

- Manual of Accident Prevention in Construction

SECTION 51 - CONFLICTING STANDARDS

In the event of conflicting specifications, the resolution shall be at the discretion of the Project Manager. In those cases where the County specifications are more restrictive, the County specifications shall govern, except as may be otherwise determined by the Project Manager.

SECTION 52 - MODIFICATION OF STANDARDS

The County may, at its discretion, modify and/or exceed performance standards based on engineering judgment or maintenance considerations. In those cases where the County requests a performance level significantly in excess of the specifications, the Contractor shall be entitled to request compensation. Additional compensation must be requested by the Contractor and approved by the Project Manager in writing, prior to commencing the work.

SECTION 53 - MAINTENANCE OF TRAFFIC (M.O.T.)

The Contractor is responsible for maintaining safe traffic flow in accordance with all applicable standards. The County shall reserve the right to specify the Work be conducted at night in order to maintain adequate traffic flow. All costs associated with M.O.T. must be included with the Unit Price. Road closures will not be allowed except in the case of emergencies and only when approved by the Project Manager.

SECTION 54 - NOTICES AND COMMUNICATION

Any notices or other written communications shall be considered delivered when posted by certified mail, delivered in person or by e-mail. Any notices or other written communications required herein, shall be provided as follows:

County Representatives:

Corrina Gumm, P.E., Traffic Operations Manager
2725 Judge Fran Jamieson Way, Suite A-211
Viera, FL 32940
321-633-2077
Email: corrina.gumm@brevardfl.gov

With a copy to:

Lisa Marasco, Traffic Operations Superintendent
580 Manor Drive
Merritt Island, FL 32952
321-455-1440
Email: lisa.marasco@brevardfl.gov

Contractor Representative:

Barbara Harrison, Vice President
P.O. Box 1530
Silver Springs, FL 34489
321-794-5672
Email: floridastriping@aol.com

The Contractor shall provide and keep up to date the name and cell phone number of its Contractor Representative. Each party is responsible for updating this contact information as needed.

SECTION 55 - INVOICING

Invoices shall be submitted with seven days of completed work. The Contractor shall certify that work has been completed. Invoices submitted by the Contractor to the County shall be sent with the proper documentation to the address provided above. 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 B.

TECHNICAL PROVISIONS

SECTION 56 - PAVEMENT MARKINGS

- A. Painted pavement markings, material, equipment, and method of application will be in accordance with Sections 970 and 971 of the F.D.O.T. Standard Specifications for Road and Bridge Construction.
- B. Pavement markings will be laid out in accordance with Index 706-001, 711-001, 711-002 and 711-003 of the F.D.O.T Standard Plans for Road Construction.
- C. Six, eight, twelve, eighteen, and twenty-four inch yellow or white traffic stripes will be measured and paid for by the actual linear foot of paint installed.
Unpainted/un-striped gaps will not be measured or paid for.

SECTION 57 - REFLECTORIZATION

Apply glass spheres on all pavement markings immediately and uniformly following the paint application. The rate of application shall be in accordance with Section 971 of the F.D.O.T. Standard Specifications for Road and Bridge Construction.

SECTION 58 - REFLECTIVE PAVEMENT MARKERS

Reflective pavement markers will be installed in accordance with Index 706-001 of the F.D.O.T. Standard Plans for Road Construction.

SECTION 59 - PAVEMENT MARKINGS ON NEWLY SURFACED ROADS

The Contractor shall provide reflectorized paint pavement markings for newly surfaced roads prior to the roads being opened to traffic. The painted pavement markings shall be identical in layout to the final thermoplastic pavement markings.

SECTION 60 - REMOVAL OF EXISTING THERMOPLASTIC PAVEMENT MARKINGS

Existing thermoplastic pavement markings will be removed in accordance with Section 971 of F.D.O.T. Standard Specifications for Road and Bridge Construction.

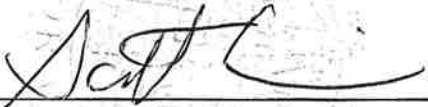
SECTION 61 - REMOVAL OF EXISTING PAINT PAVEMENT MARKINGS

Existing paint pavement markings will be removed in accordance with Section 971 of F.D.O.T. Standard Specifications for Road and Bridge Construction.

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

Attest:

Board of County Commissioners of
Brevard County, Florida



Scott Ellis, Clerk



Kristine Isnardi, Chair

Date



Approved by the Board on August 14, 2018

Approved as to legal form and content:




Assistant County Attorney

Witness/Seal:

Will Burnett

Florida Striping, Inc.



Todd Harrison, President

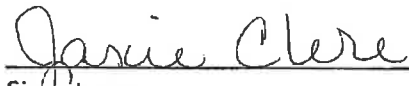
STATE OF FLORIDA
COUNTY OF Marion

I hereby certify that before me, an officer duly authorized to take acknowledgments, personally appeared Todd Harrison to me known to be the President of Florida Striping, Inc., or provided

FL Drivers License as identification and who acknowledged before me that they
H625-805-69-389-0
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 12th day of

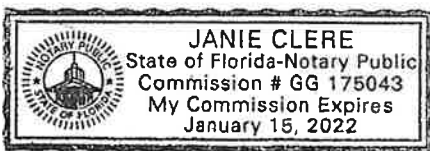
July, 2019.



Signature

Janie Clere

Notary Name (typed or printed)



**B-6-19-88/Road Striping - Paint and Reflective Pavement Marking
Attachment A - Schedule of Unit Prices**

DESCRIPTION	UNIT	UNIT PRICE
Paint (new) (white) (solid) (4")	LF	0.001
Paint (new) (white) (solid) (6")	LF	0.2
Paint (new) (white) (solid) (8")	LF	0.25
Paint (new) (white) (solid) (12")	LF	1
Paint (new) (white) (solid) (18")	LF	1.5
Paint (new) (white) (solid) (24")	LF	2
Paint (new) (white) (skip) (4")	LF	0.001
Paint (new) (white) (skip) (6")	LF	0.1
Paint (new) (white) (skip) (8")	LF	0.25
Paint (new) (white) (dot guide) (4")	LF	0.01
Paint (new) (white) (dot guide) (6")	LF	0.01
Paint (new) (white) (message)	EA	100
Paint (new) (white) (arrows)	EA	50
Paint (new) (white) (combo arrow)	EA	50
Paint (new) (white) (yield lines)	EA	50
Paint (new) (white) (speed hump markings)(hump only)	EA	100
Paint (new) (white) (curb)	SF	2
Paint (new) (yellow) (solid) (4")	LF	0.001
Paint (new) (yellow) (solid) (6")	LF	0.2

**B-6-19-88/Road Striping - Paint and Reflective Pavement Marking
Attachment A - Schedule of Unit Prices**

DESCRIPTION	UNIT	UNIT PRICE
Paint (new) (yellow) (solid) (8")	LF	0.25
Paint (new) (yellow) (solid) (12")	LF	0.01
Paint (new) (yellow) (solid) (18")	LF	1.5
Paint (new) (yellow) (solid) (24")	LF	0.01
Paint (new) (yellow) (skip) (4")	LF	0.001
Paint (new) (yellow) (skip) (6")	LF	0.1
Paint (new) (yellow) (skip) (8")	LF	0.25
Paint (new) (yellow) (dot guide) (4")	LF	0.01
Paint (new) (yellow) (dot guide) (6")	LF	0.01
Paint (new) (yellow) (curb)	SF	2
Paint (new) Handicap Parking Stall (no walkway)	EA	500
Paint (new) Handicap Parking Stall (with walkway)	EA	500
Power Sweeper	LF	0.25
Black Out Paint (refurbish)	SF	1
Temporary Tape 6"	LF	4
Paint (refurbish) (white) (solid) (4")	LF	0.001
Paint (refurbish) (white) (solid) (6")	LF	0.2
Paint (refurbish) (white) (solid) (8")	LF	0.01
Paint (refurbish) (white) (solid) (12")	LF	0.01

**B-6-19-88/Road Striping - Paint and Reflective Pavement Marking
Attachment A - Schedule of Unit Prices**

DESCRIPTION	UNIT	UNIT PRICE
Paint (refurbish) (white) (solid) (18")	LF	0.01
Paint (refurbish) (white) (solid) (24")	LF	0.01
Paint (refurbish) (white) (skip) (4")	LF	0.001
Paint (refurbish) (white) (skip) (6")	LF	0.1
Paint (refurbish) (white) (skip) (8")	LF	0.01
Paint (refurbish) (white) (dot guide) (4")	LF	0.01
Paint (refurbish) (white) (dot guide) (6")	LF	0.01
Paint (refurbish) (white) (message)	EA	1
Paint (refurbish) (white) (arrows)	EA	1
Paint (refurbish) (white) (combo arrow)	EA	1
Paint(refurbish)(white)(speed hump markings)(hump only)	EA	1
Paint (refurbish) (white) (yield lines)	EA	1
Paint (refurbish) (white) (curb)	SF	0.01
Paint (refurbish) (yellow) (solid) (4")	LF	0.001
Paint (refurbish) (yellow) (solid) (6")	LF	0.2
Paint (refurbish) (yellow) (solid) (8")	LF	0.01
Paint (refurbish) (yellow) (solid) (12")	LF	0.01
Paint (refurbish) (yellow) (solid) (18")	LF	0.01
Paint (refurbish) (yellow) (solid) (24")	LF	0.01

**B-6-19-88/Road Striping - Paint and Reflective Pavement Marking
Attachment A - Schedule of Unit Prices**

DESCRIPTION	UNIT	UNIT PRICE
Paint (refurbish) (yellow) (skip) (4")	LF	0.001
Paint (refurbish) (yellow) (skip) (6")	LF	0.1
Paint (refurbish) (yellow) (skip) (8")	LF	0.01
Paint (refurbish) (yellow) (dot guide) (4")	LF	0.01
Paint (refurbish) (yellow) (dot guide) (6")	LF	0.01
Paint (refurbish) (yellow) (curb)	SF	0.01
Paint (refurbish) (Blue) Handicap Stall (no walkway)	EA	500
Paint (refurbish) (Blue) Handicap Stall (with walkway)	EA	500
Raised pavement markers Class B-Removal & Replacement (refurbish)	EA	0.1
Raised pavement markers Class B – Replacement only (refurbish)	EA	3.5
Pavement marking removal by Grinding	SF	2
Pavement marking removal by Water Blasting	SF	2

Attachment B

**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

Date



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

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

August 15, 2018

MEMORANDUM

TO: Leslie Rothering, Interim Central Services Director

RE: Item F.15., Permission to Issue Annual Supply Bids, Proposals, and Requests for Qualifications (RFQ) (FY 2018/2019) and/or Negotiate Competitive Agreements

The Board of County Commissioners, in regular session on August 14, 2018, granted Purchasing Services approval to perform the following actions regarding the attached list of commodities and services for Fiscal Year 2018/2019:

- Solicit competitive bids, quotes, and/or negotiate competitive agreements and award to lowest, responsive, and most qualified supplier
- Solicit competitive proposals and requests for qualifications, establish selection/negotiation committees approved by the County Manager, or his designee, and award contracts and/or open purchase orders with the best-ranked proposer
- Exercise renewal options upon evaluation of supplier performance, and recommendation from user departments/offices, which establishes that continuance of the contract is favorable prior to extension of the agreement
- Authorized the Chair to execute contracts and contract renewals over \$100,000 in annual value, subject to approval by the County Attorney's Office and Risk Management

Enclosed is the list.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

Encl. (1)

cc: Purchasing Services Manager
County Manager
Finance
Budget

RECEIVED

AUG 20 2018

**BREVARD COUNTY
PURCHASING SERVICES**



BID TABULATION SHEET

Bid Title: Road Striping – Paint & Reflective Pavement Marking

Bid No: B-6-19-88

OPENING DATE & TIME: May 30, 2019 @ 3:00 p.m.

POSTING TIME/DATE: May 30, 2019 THROUGH: June 6, 2019 @ 5:00 PM

POSTED BY: Corey McMillen

VENDOR	VENDOR CITY/STATE	BID PRICE
Florida Striping, Inc.	Silver Springs, FL	\$282,855.00
Angco, Inc.	Longwood, FL	\$402,518.00
McShea Contracting, LLC	Lehigh Acres, FL	\$398,455.00

*** Florida Striping, Inc. is the apparent low-bidder.**

Bid tabulations with award recommendations are posted to Vendorlink at www.myvendorlink.com or DemandStar at www.demandstar.com. Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. Filing of any disputes and appeals shall be in accordance with procedures specified in bid documents.

Approval Initials 

PROFESSIONAL SERVICES CONTRACT

This is a Contract entered into this 11 day of June 2019, by and between **BOARD OF COUNTY COMMISSIONER OF BREVARD COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as COUNTY and **Infrastructure Consulting & Engineering, PLLC, Inc.**, a corporation under the laws of the State of Florida, hereinafter referred to as CONTRACTOR.

TERM: The term of this Agreement shall remain in effect for a period of three (3) years from date first written above with provisions for two (2) one (1) year extensions.

WHEREAS, the COUNTY, in accordance with FAA Advisory Circular 150/5100-14E and Florida Statute 287.055 has a need for the services of a CONTRACTOR to provide professional engineering, planning, and architectural services for airport planning, design, permitting and construction projects; and

WHEREAS, the COUNTY issued a **Request for Qualifications #RFQ-3-19-06** for engineering services for the preliminary, design, bidding and negotiation, and construction phase related services for general civil development and reconstruction projects at the Valkaria Airport and has selected the Contractor to provide said services; and

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

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

SECTION I - GENERAL IDENTIFICATION OF SERVICES

The scope of work for each future project will be negotiated with the successful firm(s) as the need for each project arises. These services may include, but are not limited to:

- Preliminary, design, bidding and negotiation, and construction phase related services for general civil development and reconstruction projects, including, but not limited to, surveying, subsurface explorations, geo-technical analysis, civil, structural, environmental, mechanical, electrical, landscaping, architectural, planning, bidding and construction administration, resident inspection, technical studies, preparation of plans, specifications, construction contract documents, engineer's design reports, cost estimating and scheduling, and all other services as may be requested by the County.
- Airfield improvements such as: Runway and Taxiway Extensions; Aircraft Parking Aprons and Ramps; Pavement Rehabilitation and Reconstruction; Airfield Signage,

Lighting and Navigational aids; Electrical system improvements

- Airport Industrial and Economic Development Opportunities
- Grant Opportunities/Grant Administration
- Master Utility Plan Infrastructure, Drainage/Storm Water Systems
- Environmental Assessments, Noise Studies, Investigations, Permit Preparation, Reports, and other environmental services
- Security and Access Control Systems
- Land Acquisition (when applicable)
- Aircraft Hangar Development
- Fuel Farm Improvements including (Self-Serve Options)
- Roadway and Parking Systems
- Program Management
- Design Build Criteria Package
- Planning studies
- Property acquisitions

All continuing engineering services provided by the CONTRACTOR for the COUNTY shall be identified in Task Orders. Task Orders shall entail a description of services to be performed, a statement of fees, proposed schedule for compensation, a projected schedule for completion of the work, project team members assigned to supervise/perform services provided under the Task Order, special requirements, if any, of the COUNTY and/or the Florida Department of Transportation (FDOT) and the Federal Aviation Administration (FAA) and any other terms or conditions specific to the Task Order to be performed by the CONTRACTOR. A Task Order shall not give rise to any contractual rights until approved by the COUNTY by its Authorized Representative, the Valkaria Airport Manager, in the form of a signed written Authorization to Proceed. The written Authorization to Proceed and specific Task Order, as approved by the COUNTY, shall together constitute an addendum to this Contract.

SECTION II - COUNTY OBLIGATIONS

The COUNTY 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 III - CONTINUING DESIGN CONTRACTOR SERVICES

Upon receipt of a Notice to Proceed on a Task Order, CONTRACTOR agrees to perform continuing architectural/engineering services associated with the requested work in accordance with the negotiated terms of the applicable Task Order, and in accordance with accepted professional standards and practices. The CONTRACTOR agrees to correct any errors and omissions and prepare any revisions which may be required because the CONTRACTOR'S plans and specifications were found defective, without any increase in price of the applicable Task Order. This remedy shall be cumulative to all other remedies available under law.

In connection with continuing architectural/engineering services to be rendered pursuant to this Contract, the CONTRACTOR further agrees to:

- A. Maintain an adequate staff of qualified personnel;
- B. Comply with federal, state and local laws applicable to the work;
- C. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work;
- D. Cooperate and coordinate with other COUNTY contractors, as directed by the COUNTY. Advise the COUNTY if work by other COUNTY contractors conflicts with CONTRACTOR'S work, or with FAA or FDOT criteria. Advise the COUNTY on options to resolve the conflicts;
- E. Report the status of the work to the COUNTY upon request and hold pertinent data, calculations, field notes, records, sketches and other projects open to the inspection of the COUNTY or its authorized agent at any time;
- F. Submit for COUNTY review, design computations, sketches and other data representative of the work's progress at the percentage stages of completion which may be stipulated in the applicable 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 or specifications shall not be deemed to diminish the CONTRACTOR'S responsibility;
- 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 CONTRACTOR errors and omissions and prepare any necessary plan revisions not involving change in the scope of work required, at no additional cost;
- I. Prior to final approval of the work by the COUNTY, as COUNTY, the CONTRACTOR shall submit any of CONTRACTOR'S construction documents to any review committee, third party Contractor or any county, city, state or federal agency from which a permit or other approval is required, and revise CONTRACTOR'S documents as may be required by such permitting or approval agencies. Any approval obtained from the

COUNTY or any other agency shall not be deemed to diminish or discharge the CONTRACTOR'S responsibility provided for in this Contract.

- J. Is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Contract or right, title or interest therein, or power to execute such Contract, to any other person, company or corporation without the previous consent in writing of the COUNTY, FDOT and the FAA.

Before beginning to perform or furnish any Service hereunder, the CONTRACTOR shall ascertain the standard practices of the COUNTY, FDOT, and the FAA, if any, for projects of the type similar to the project which the COUNTY authorizes the CONTRACTOR to perform. Where practicable, all work required under this Contract shall be performed in accordance with these standard practices. In the event that provisions of these standard practices are in conflict or strict adherence to same is impossible or undesirable, the CONTRACTOR may, with the approval of the other applicable parties, vary or deviate from such standards.

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

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

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

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

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

The CONTRACTOR will prepare and distribute meeting minutes at all design phase meetings and progress meetings, in a format approved by the COUNTY. In addition to the regular scheduled construction site visits and progress meetings, this Contract shall include, at no additional cost to the COUNTY, the

Substantial & Final Completion Inspection(s) and the warranty inspection with the appropriate written reports and certifications.

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

SECTION IV - TIME OF COMPLETION

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

SECTION V - 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 a combination of the methods outlined below, and as specified in an approved Task Order:

- A. **Hourly Rate** - the CONTRACTOR shall be compensated at the attached Hourly Rate Schedule (Attachment "A") for each hour of time engaged directly in the work.
- B. **Lump Sum Fee** - The fee for any requested portion of work may, at the option of the COUNTY, be a lump sum mutually agreed upon by the COUNTY and the CONTRACTOR and stated in the written Work Order.
- C. **Reimbursable Expenses** - The CONTRACTOR shall be compensated for certain work-related expenditures not covered by fees for consulting services, provided such expenditures are previously authorized by the COUNTY in an approved Work Order. Upon receipt of satisfactory back up materials, the CONTRACTOR will be compensated for such reimbursable expenses. Such expenses may include:
 1. Expenses for document reproduction. These expenses shall be reimbursed on a direct cost basis.
 2. Mileage – These expenses shall be reimbursed at the COUNTY's authorized cost (¢) per mile.
 3. Travel
- D. At least thirty (30) days prior to each anniversary date of this Contract either party may request an adjustment to the rates provided for herein to apply in the forthcoming year. Failure of the parties to agree on a new rate shall constitute a basis for issuing a Notice of Termination by the COUNTY. Any proposed change in rates by the CONTRACTOR shall be subject to the prior approval of the COUNTY.
- E. In the event CONTRACTOR experiences any delay resulting from circumstances beyond its control, or a change in the scope of work which will result in an increase or decrease in a Work Order's price or time, CONTRACTOR shall provide immediate notice to the COUNTY for consideration of additional compensation or time. Additional compensation shall be limited to direct costs resulting from the delay or change in work.

SECTION VI - PAYMENT AND PARTIAL PAYMENTS

Subject to the COUNTY'S right to withhold any amounts reasonably necessary to

complete or correct defective or substandard work, the COUNTY shall make monthly payments or partial payments to the CONTRACTOR for all authorized work performed during the previous calendar month in accordance with the "Florida Prompt Payment Act."

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

SECTION VII - SCHEDULE OF WORK

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

SECTION VIII - RIGHT OF DECISIONS

All services shall be performed by the CONTRACTOR to reasonable professional standards and practices and to the reasonable requirements of the COUNTY. COUNTY staff shall decide and dispose of all claims, questions and disputes arising under this 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 (10) calendar days after determination by COUNTY staff, the CONTRACTOR shall present any such objections in writing to COUNTY staff and, upon request, any adverse determination shall be referred to an appeal board comprised of a representative of Purchasing Services, of the County Manager's Office and Valkaria Airport Director for review and disposition at a hearing to be held within ten (10) calendar days after receipt of the appeal.

This paragraph does not constitute a waiver of either party's right to proceed in a court of competent jurisdiction, provided that prior to filing any suit the 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 IX - OWNERSHIP OF DOCUMENTS

All reports, tracings, plans, specifications, maps, contract documents and other work products developed by the CONTRACTOR pursuant to this Contract shall become the property of the SPONSOR. When each individual section of work requested pursuant to this Contract is complete, all of the above work products shall be delivered to the SPONSOR for its use.

SECTION X - REUSE OF DOCUMENTS

The CONTRACTOR may not reuse plans, specifications or reports specifically

developed by the CONTRACTOR for the COUNTY without express written permission from the COUNTY. The COUNTY may reuse any plans, specifications or reports provided under this Contract under the following conditions:

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

SECTION XI - NOTICES

Any legal notices from the CONTRACTOR to the COUNTY shall be considered delivered when posted by certified mail or delivered in person to the COUNTY.

Any legal notices from the COUNTY to the CONTRACTOR shall be considered delivered when posted by certified mail to the CONTRACTOR at the last address left on file with the COUNTY or delivered in person to CONTRACTOR or the CONTRACTOR'S authorized representative.

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

On behalf of the County:

Brevard County Valkaria Airport
Attn: Steve Borowski, Director
2865 Greenbrooke Street
Valkaria, Florida 32940

On behalf of the CONTRACTOR

Infrastructure Consulting & Engineering
Attn: Doug Hambrecht, PE, Vice President Aviation Services
5550 W. Idlewild Ave., Suite 115
Tampa, FL 33634

SECTION XII - AUDIT RIGHTS/PUBLIC RECORDS

The COUNTY or any of its duly authorized representatives reserves the right to audit the records of the CONTRACTOR related to this Contract at any time during the prosecution of the work included herein and for a period of three (3) years after final payment is made.

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

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

A request to inspect or copy public records relating to this 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 COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided pursuant to Florida Statute Chapter 119 and Brevard County Board Policy.

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

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

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

Upon completion of the Contract, the CONTRACTOR shall transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the

CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 633-2050.

SECTION XIII – STATE OF FLORIDA PARTICIPATION

The Services to be performed in this Contract may be included in a FDOT Project, which is being undertaken and accomplished by the COUNTY and the State of Florida and pursuant to which the State of Florida may agree to pay a certain percentage of the allowable project costs. The State of Florida is not a party to this Contract and no reference in this Contract to any representative thereof, or to any rights granted to any representative thereof or the State of Florida by this Contract, makes the State of Florida a party to this Contract.

The CONTRACTOR and the COUNTY agree that properly authorized officials of the State of Florida may from time to time inspect all project documents for the purpose of insuring compliance with Florida laws and protecting the interests of the State of Florida.

SECTION XIV – FEDERAL REQUIREMENTS

The FAA is not a party to this Contract although the project work program covered by this Contract is to be financially aided in part by a Grant Contract between the COUNTY and the Federal Aviation Administration as provided for under the Airport and Airway Development Act of 1970 (P.L.91258). The COUNTY and the CONTRACTOR hereby agree to comply fully with the conditions set forth in detail in the Grant Contract as though they were set forth in detail in this Contract. The CONTRACTOR further agrees that by reason of complying with the conditions of the Grant Contract, no obligation is entailed on the part of the FAA to the CONTRACTOR.

The CONTRACTOR and the COUNTY agree that properly authorized officials of the FAA may from time to time inspect all project documents for the purpose of insuring compliance with Federal laws and protecting the interests of the FAA.

SECTION XV – 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 the pertinent documents or data.

SECTION XVI - CONTINGENT FEES

The CONTRACTOR represents 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, except bona fide employee, any fee commission, contribution, donation, 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 XVII - INDEMNIFICATION AND INSURANCE

The CONTRACTOR shall provide the following described insurance policies with insurers acceptable to the COUNTY. The CONTRACTOR shall provide and maintain at all times during the terms of the Contract, without cost or expense to the COUNTY, policies of insurance generally known as comprehensive general liability and auto liability policies, and professional errors and omissions liability coverage. These policies of insurance shall cover the CONTRACTOR for any and all claims, demands, and expenses whatsoever, including defense and causes for action for general damages, bodily injury and property damage arising out of or to the extent caused by negligent acts, errors or omissions of the CONTRACTOR. Said policies shall provide limits in the amount not less than \$500,000 per occurrence to cover any and all claims arising in connection with any particular accident or occurrence.

The CONTRACTOR shall provide and maintain Workers' Compensation insurance (as required by law) for all employees to provide services under the scope of this Contract. The COUNTY shall be entitled to thirty (30) days written notice of any changes or cancellations of said policies. These insurance requirements shall not relieve or limit the liability of the CONTRACTOR. The COUNTY does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the CONTRACTOR'S interests or liabilities, but are merely minimums.

The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless against any and all claims, causes of action or liability for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom to the extent caused by negligent acts, errors or omissions of the CONTRACTOR. The CONTRACTOR agrees to indemnify and pay on behalf of the COUNTY the cost of the COUNTY'S legal defense of all claims described herein. Such payment on behalf of the COUNTY shall be in addition to any and all other legal remedies available to the COUNTY and shall not be considered to be the COUNTY'S exclusive remedy. It is agreed by the parties hereto that specific consideration has been paid under this Contract for this hold harmless provision. The COUNTY agrees to hold the CONTRACTOR harmless from any property damage or personal injury which may result from the COUNTY'S negligent acts relating to the performance of this Contract.

SECTION XVIII - QUALITY CONTROL

The CONTRACTOR shall provide a high level of quality control and accuracy. The COUNTY may request additional data collection or re-analysis of data at no expense to the COUNTY. If the original data collected and/or the data analysis is found to be accurate and reasonable, the CONTRACTOR shall be compensated for the additional work in accordance with Section IV of this Contract.

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

SECTION XIX - NON EXCLUSIVE CONTRACT

The parties acknowledge that this Contract is not an exclusive Contract and the COUNTY may employ other architects, engineers, professional or technical personnel to furnish services for the COUNTY, as the COUNTY, in its sole discretion, finds is in the public interest. The COUNTY reserves the right to assign such work to the CONTRACTOR as it may approve in the sole discretion of the COUNTY.

SECTION XX - TRUTH IN NEGOTIATIONS

In accordance with the provisions of Chapter 287.055, Florida Statutes, the CONTRACTOR agrees to execute a truth-in-negotiations certificate (Attachment "B") and agrees the original contract price and any additions may be adjusted to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

SECTION XXI - INTEREST OF MEMBERS OF COUNTY AND OTHERS

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

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

SECTION XXII - 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 conflict of interest shall be employed by the Contractor.

SECTION XXIII - ENTIRETY OF CONTRACT

This writing, together with Task Orders and signed Authorizations to Proceed that may

follow, embody the entire Contract 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 hereto as an addendum to this Contract, or as specifically prescribed in a Work Order.

SECTION XXIV – GOVERNING LAW

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

SECTION XV – VENUE

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

SECTION XVI – ATTORNEYS FEES

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

SECTION XVII – CONSTRUCTION OF CONTRACT

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

SECTION XVIII – SCRUTINIZED COMPANIES

(a) CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the COUNTY may immediately terminate this Contract at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.

(b) If this Contract is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the COUNTY may immediately terminate this Contract at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or

engaged with business operations in Cuba or Syria during the term of this Contract.

(c) The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.

(d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

SECTION XIX - Employment Eligibility Verification (E-Verify):

(a)The CONTRACTOR:

(1) shall utilize the U.S. 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

(2) shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract; and

(3) agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the COUNTY consistent with the terms of the CONTRACTOR'S enrollment in the program. This includes maintaining a copy of proof of the CONTRACTOR'S and subcontractors' enrollment in the E-Verify Program.

(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) Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

SECTION XX – FEDERAL AVIATION ADMINISTRATION REQUIREMENTS

AFFIRMATIVE ACTION REQUIREMENT

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)

- 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 Valkaria Airport Manager and understands that the Brevard County Airport Manager will, in turn, report each violation as required to assure notification to the FAA, 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 the FAA.

Federal Water Pollution Control Act -

- i. The CONTRACTOR agrees to comply with 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 Valkaria Airport Manager and understands and agrees that the Brevard County Valkaria Airport Manager will, in turn, report each violation to assure notification to the FAA, 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 Valkaria Airport. 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 FAA and Brevard County Valkaria Airport, 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. Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The CONTRACTOR certifies, to the best of his or her knowledge, that:

- i. 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.
- ii. 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.
- iii. 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 31, U.S.C. § 1352

(as amended by the Lobbying Disclosure Act of 1995). 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 Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

12. **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>.

13. **Additional FAA Requirements:**

A. **Access to Records:**

- i. The CONTRACTOR agrees to provide Brevard County Valkaria Airport, the FAA 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 FAA 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 FAA pre-approval.

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

The CONTRACTOR acknowledges that FAA financial assistance will be used to fund the contract. The CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FAA 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.

F. Buy American Preference

The CONTRACTOR agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The COUNTY will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

G. Disadvantaged Business Enterprise

Information Submitted as a matter of bidder responsiveness:

The COUNTY's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- i. The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- ii. A description of the work that each DBE firm will perform;
- iii. The dollar amount of the participation of each DBE firm listed under (1)
- iv. Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the COUNTY's project goal; and
- v. If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

H. Trade Restriction Certification

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- i. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- ii. has not knowingly entered into any contract or subcontract for this project

with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

- iii. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/CONTRACTOR must provide immediate written notice to the COUNTY if the Offeror/CONTRACTOR learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The CONTRACTOR must require subcontractors provide immediate written notice to the CONTRACTOR if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
3. who incorporates in the public works project any product of a foreign country on such USTR list.

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 provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The CONTRACTOR may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the CONTRACTOR or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the COUNTY cancellation of the contract or

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the CONTRACTOR or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the COUNTY cancellation of the contract or subcontract for default at no cost to the COUNTY or the FAA.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.


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

ATTEST:



Scott Ellis, Clerk

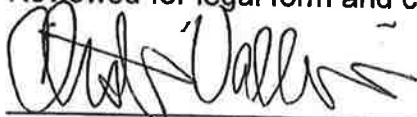
BREVARD COUNTY BOARD OF
COUNTY COMMISSIONERS



Kristine Isnardi, Chair


As Approved By The Board: 08/14/2018

Reviewed for legal form and content by:



Christine Valliere, Assistant County Attorney

CONTRACTOR: _____

 6-21-19

Vice President - ICE

ATTACHMENT "A"

**RFQ-3-19-06
CONTINUING ARCHITECTURAL/ENGINEERING DESIGN SERVICES
STANDARD HOURLY RATE SCHEDULE**

POSITION	HOURLY RATE
Principal	\$160
Project Director/Manager	\$150
Project Architect	\$140
Project Engineer	\$140
CAD Engineer	\$90
CAD Drafter/Operator/Technician	\$70
Admin/Word Processing	\$60
RPR	\$100

ATTACHMENT "B"

PUBLIC ENTITY CRIME NOTICE AND ACKNOWLEDGMENT

Section 287.133(2)(a), Florida Statutes, Public entity crime; denial or revocation of the right to transact business with public entities

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged: 

Date: 6-21-19

ATTACHMENT "C"

TRUTH-IN-NEGOTIATION CERTIFICATE

In compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, (firm name) Infrastructure Consult. Eng. & Engineering PLLC hereby certifies that wage rates and other factual unit costs supporting the compensation for CONTINUING ENGINEERING SERVICES- (project title) TBD to be provided under this Agreement, concerning (firm name) ICE are accurate, complete and current as of the time of contracting.

CONSULTANT:

Company: Infrastructure Consulting & Engineering.

By:



Print Name

Douglas Hambrecht

Title:

Vice President

Date:

6-21-19

ATTACHMENT "D"

AIRPORT AID PROGRAM Contractor Contractual Requirements Civil Rights Act of 1964, Title VI - 49 CFR Part 21

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the regulation relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **The Contractor must maintain an acceptable cost accounting system.** The Contractor agrees to provide the COUNTY, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL
EMPLOYMENT OPPORTUNITY**

3. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
4. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade:	5%
Goals for female participation in each trade:	6.9%

5. These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.
6. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
7. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

8. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Grant-Valkaria, Brevard County, Florida.

BREACH OF CONTRACT

9. Any violation or breach of terms of this contract on the part of the CONTRACTOR or its subcontractors may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the parties of this Contract.

COUNTY will provide CONTRACTOR written notice that describes the nature of the breach and corrective actions the CONTRACTOR must undertake in order to avoid termination of the Contract. COUNTY reserves the right to withhold payments to CONTRACTOR until such time the CONTRACTOR corrects the breach or the COUNTY elects to terminate the Contract. The COUNTY'S notice will identify a specific date by which the CONTRACTOR must correct the breach. COUNTY may proceed with termination of the contract if the CONTRACTOR fails to correct the breach by the deadline indicated in the COUNTY'S notice. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

BUY AMERICAN PREFERENCE

10. The CONTRACTOR agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list. A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The COUNTY will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

11. As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a) Only installing steel and manufactured products produced in the United States; or
- b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the COUNTY evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing U.S. domestic products.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- a) To submit to the COUNTY within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility”. The required documentation for a Type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the

total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

CIVIL RIGHTS – GENERAL

12. The CONTRACTOR agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.
13. This provision binds the CONTRACTOR and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Title VI Solicitation Notice:

- The **COUNTY**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
- Compliance with Nondiscrimination Requirements:
- During the performance of this contract, the CONTRACTOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONTRACTOR"), agrees as follows:
- **Compliance with Regulations:** The CONTRACTOR (hereinafter includes Contractors) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- **Nondiscrimination:** The CONTRACTOR, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including

procurements of materials and leases of equipment. The CONTRACTOR will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the CONTRACTOR of the CONTRACTOR's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- **Information and Reports:** The CONTRACTOR will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the COUNTY or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR will so certify to the COUNTY or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- **Sanctions for Noncompliance:** In the event of a CONTRACTOR's noncompliance with the non-discrimination provisions of this contract, the COUNTY will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - Withholding payments to the CONTRACTOR under the contract until the CONTRACTOR complies; and/or
 - Cancelling, terminating, or suspending a contract, in whole or in part.
- **Incorporation of Provisions:** The CONTRACTOR will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The CONTRACTOR will take action with respect to any subcontract or procurement as the COUNTY or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONTRACTOR becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the CONTRACTOR may request the COUNTY to enter into any litigation to protect the interests of the COUNTY. In addition, the CONTRACTOR may request the United States to enter into the litigation to protect the interests of the United States.

**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED
UNDER THE ACTIVITY, FACILITY OR PROGRAM**

14. The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the COUNTY pursuant to the provisions of the Airport Improvement Program grant assurances.
- a. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
 - b. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, the COUNTY will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
 - c. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, the COUNTY will there upon revert to and vest in and become the absolute property of the COUNTY and its assigns.*

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Contract, the CONTRACTOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose

property has been acquired because of Federal or Federal-aid programs and projects);

Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;

The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

CLEAN AIR AND WATER POLLUTION CONTROL

15. CONTRACTOR agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The CONTRACTOR agrees to report any violation to the COUNTY immediately upon discovery. The COUNTY assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. CONTRACTOR must include this requirement in all subcontracts that exceeds \$150,000.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

16. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

17. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

18. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or

subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

Subcontractors.

The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

COPELAND "ANTI-KICKBACK" ACT

19. CONTRACTOR must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. CONTRACTOR and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The CONTRACTOR and each Subcontractor must submit to the COUNTY, a weekly statement on the wages paid to each employee performing on covered work during the prior week. COUNTY must report any violations of the Act to the Federal Aviation Administration.

20. DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

1) (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics.

2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the

classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the CONTRACTOR and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

3) (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the CONTRACTOR, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing

work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the CONTRACTOR does not make payments to a trustee or other third person, the CONTRACTOR may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the CONTRACTOR, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the CONTRACTOR under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONTRACTOR or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the CONTRACTOR, COUNTY, Applicant, or COUNTY, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR

shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. CONTRACTORS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The CONTRACTOR shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the CONTRACTOR will submit the payrolls to the applicant, COUNTY, or COUNTY, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the CONTRACTOR will submit them to the applicant, COUNTY, or COUNTY, as the case may be, for transmission to the Federal Aviation Administration, the CONTRACTOR, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the COUNTY.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages

earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the CONTRACTOR or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The CONTRACTOR or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the COUNTY, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the CONTRACTOR or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the CONTRACTOR or COUNTY take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage

determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The CONTRACTOR shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

DEBARMENT AND SUSPENSION

21. The CONTRACTOR, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful contractor will accomplish this by:
- Checking the System for Award Management at website: <http://www.sam.gov>.
 - Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
 - Inserting a clause or condition in the covered transaction with the lower tier contract.
 - If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISES

22. The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the COUNTY deems appropriate, which may include, but is not limited to:
- Withholding monthly progress payments;
 - Assessing sanctions;
 - Liquidated damages; and/or
 - Disqualifying the CONTRACTOR from future bidding as non-responsible.
- Prompt Payment (§26.29)** – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from each subcontractor. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the subcontractor. This clause applies to both DBE and non-DBE subcontractors.

DISTRACTED DRIVING

23. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

24. In support of this initiative, the COUNTY encourages the CONTRACTOR to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The CONTRACTOR must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

The CONTRACTOR shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the CONTRACTOR's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The CONTRACTOR shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the CONTRACTOR's employees are assigned to work. The CONTRACTOR, where possible, will assign two or more women to each construction project. The CONTRACTOR shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the CONTRACTOR's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the CONTRACTOR or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the CONTRACTOR by the union or, if referred, not

employed by the CONTRACTOR, this shall be documented in the file with the reason therefore along with whatever additional actions the CONTRACTOR may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the CONTRACTOR has a collective bargaining agreement has not referred to the CONTRACTOR a minority person or female sent by the CONTRACTOR, or when the CONTRACTOR has other information that the union referral process has impeded the CONTRACTOR's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the CONTRACTOR's employment needs, especially those programs funded or approved by the Department of Labor. The CONTRACTOR shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the CONTRACTOR's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the CONTRACTOR in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the CONTRACTOR's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the CONTRACTOR's EEO policy with other CONTRACTORS and subcontractors with whom the CONTRACTOR does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the CONTRACTOR's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the CONTRACTOR shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a CONTRACTOR's workforce.

- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the CONTRACTOR's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the CONTRACTOR's EEO policies and affirmative action obligations.

CONTRACTORS are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the CONTRACTOR is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the CONTRACTOR actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the CONTRACTOR's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the CONTRACTOR. The obligation to comply, however, is the CONTRACTOR's and failure of such a group to fulfill an obligation shall not be a defense for the CONTRACTOR's noncompliance.

A single goal for minorities and a separate single goal for women have been established. The CONTRACTOR, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the CONTRACTOR has achieved its goals for women generally), the CONTRACTOR may be in violation of the Executive Order if a specific minority group of women is underutilized. The CONTRACTOR shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

The CONTRACTOR shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

The CONTRACTOR shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

The CONTRACTOR, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the CONTRACTOR fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8. The CONTRACTOR shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

25. All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

26. The CONTRACTOR has full responsibility to monitor compliance to the referenced statute or regulation. The CONTRACTOR] must address any claims or

disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES
CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, 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.

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.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

27. PROHIBITION of SEGREGATED FACILITIES

(a) The CONTRACTOR agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The CONTRACTOR agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The CONTRACTOR shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

28. All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

SOURCE PROCUREMENT OF RECOVERED MATERIALS

29. CONTRACTOR and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the CONTRACTOR and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or

The CONTRACTOR has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the CONTRACTOR can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;

- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

RIGHTS TO INVENTIONS

30. Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the COUNTY in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. CONTRACTOR must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

SEISMIC SAFETY

31. In the performance of design services, the CONTRACTOR agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the CONTRACTOR agrees to furnish the COUNTY a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

32. The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

The applicant represents that it is () is not () is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

33. The COUNTY may, by written notice to the CONTRACTOR, terminate this Agreement for its convenience and without cause or default on the part of CONTRACTOR. Upon receipt of the notice of termination, except as explicitly directed by the COUNTY, the CONTRACTOR must immediately discontinue all services affected.

Upon termination of the Agreement, the CONTRACTOR must deliver to the COUNTY all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete. The COUNTY agrees to make just and equitable compensation to the CONTRACTOR for satisfactory work completed up through the date the CONTRACTOR receives the termination notice. Compensation will not include anticipated profit on non-performed services.

COUNTY further agrees to hold CONTRACTOR harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)

34. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

Termination by COUNTY: The COUNTY may terminate this Agreement in whole or in part, for the failure of the CONTRACTOR to:

Perform the services within the time specified in this contract or by COUNTY approved extension;
Make adequate progress so as to endanger satisfactory performance of the Project; or
Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the CONTRACTOR must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the CONTRACTOR must deliver to the COUNTY all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries,

and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

COUNTY agrees to make just and equitable compensation to the CONTRACTOR for satisfactory work completed up through the date the CONTRACTOR receives the termination notice. Compensation will not include anticipated profit on non-performed services.

COUNTY further agrees to hold CONTRACTOR harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the COUNTY determines the CONTRACTOR was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the COUNTY issued the termination for the convenience of the COUNTY.

Termination by Contractor: The CONTRACTOR may terminate this Agreement in whole or in part, if the COUNTY:

Defaults on its obligations under this Agreement;

Fails to make payment to the CONTRACTOR in accordance with the terms of this Agreement;

Suspends the Project for more than [180] days due to reasons beyond the control of the CONTRACTOR.

Upon receipt of a notice of termination from the CONTRACTOR, COUNTY agrees to cooperate with CONTRACTOR for the purpose of terminating the agreement or portion thereof, by mutual consent. If COUNTY and CONTRACTOR cannot reach mutual agreement on the termination settlement, the CONTRACTOR may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the COUNTY's breach of the contract.

In the event of termination due to COUNTY breach, the Engineer is entitled to invoice COUNTY and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the CONTRACTOR through the effective date of termination action. COUNTY agrees to hold CONTRACTOR harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror – is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the COUNTY if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
who incorporates in the public works project any product of a foreign country on such USTR list.

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 provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries

that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the COUNTY cancellation of the contract or subcontract for default at no cost to the COUNTY or the FAA.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

CONTINUING ROOFING CONTRACTING SERVICES AGREEMENT

This is an Agreement entered into this 16th day April of 2019, by and between **BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, hereinafter referred to as COUNTY and **Hamilton Roofing, Inc.**, a corporation under the laws of the State of Florida, hereinafter referred to as CONTRACTOR, whose address is 400 Old Dixie Highway, Malabar, Florida 32950.

WHEREAS, the County has a need for the services of a contractor to provide continuing roofing contracting services under a continuing contract;

WHEREAS, the County issued a Request for Proposals #RFP-4-19-05 for such services and has selected the CONTRACTOR to provide said services;

WHEREAS, this is an Agreement for construction services for projects in which the construction costs do not exceed \$2 million or for projects that may be funded or submitted for reimbursement by/through the Federal Emergency Management Agency, as outlined herein.

For and in consideration of the mutual agreement hereinafter contained, the COUNTY hereby retains the CONTRACTOR and the CONTRACTOR hereby covenants to provide continuing roofing contracting services as prescribed herein.

SECTION 1 - GENERAL IDENTIFICATION OF SERVICES

All continuing contracting services provided by the CONTRACTOR for the COUNTY shall be identified in Proposal format. Proposals shall include a detailed description of the roofing services to be performed including square footage, proposed schedule for compensation based on negotiated hourly rates, the proposed number of man hours for each category of labor, the number of workers in each category of labor to be dedicated to the particular work/project from **Attachment "B"** Pricing Sheet to be assigned to the Work, a projected schedule for completion of the Work, and any other terms or conditions specific to the Work to be performed by the CONTRACTOR, including terms that may be specific to projects that may be funded or submitted for reimbursement by/through the Federal Emergency Management Agency. A Proposal submitted to the COUNTY shall not give rise to any contractual rights until approved by the COUNTY in the form of a written Notice to Proceed signed by an authorized representative of the Brevard County Board of County Commissioners, and where approved by Board action, if applicable. The written Notice to Proceed and specific Proposal, as approved by the COUNTY, shall together constitute an addendum to this Agreement.

The Federal Emergency Management Agency (FEMA) Clauses and Certifications included herein, or attached hereto, control over any conflicting clauses contained within the separate Agreements, covering the work for each Project, between the COUNTY and the CONSULTANT, when the Work involved will be submitted by/through FEMA for reimbursement to the COUNTY. The FEMA Clauses and Certifications are attached hereto, and incorporated by this reference, as **Attachment "A."**

Preventative Maintenance will be performed at each facility, based on pricing in **Attachment "B"** Pricing Sheet, upon notification from the COUNTY.

SECTION II – COUNTY/CONTRACTOR OBLIGATIONS - RECORDS

The COUNTY shall furnish to the CONTRACTOR, upon request, any plans/drawings/data available in the COUNTY'S files pertaining to the work to be performed under this Agreement. However, pursuant to the Florida Statute 119.07 provides that building plans, blueprints, schematic drawings and diagrams, include draft, preliminary and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by the County are exempt from Public Records. These documents, while exempt from public records, are provided to the CONTRACTOR as a receiving entity in order to perform its duties and responsibilities under this Agreement; however, the CONTRACTOR understands it is required to treat the above records as exempt from public records.

SECTION III - CONTINUING ROOFING CONTRACTING SERVICES

Upon receipt of Notice to Proceed, CONTRACTOR agrees to perform all services associated with the requested Work in accordance with the negotiated terms of the applicable approved Proposal, and in accordance with accepted professional standards and practices. No Notice to Proceed will be issued for Preventative Maintenance Services.

In connection with continuing roofing contracting services to be rendered pursuant to this Agreement, the CONTRACTOR further agrees to:

- A. Maintain an adequate staff of qualified personnel.
- B. Comply with federal, state and local laws applicable to the work.
- C. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.
- D. Cooperate and coordinate with other COUNTY 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.

Submit to COUNTY field observations, reports, and other data representative of the work's progress. Submit for COUNTY approval the final work product upon incorporation of any modifications requested by the COUNTY during any previous review.

- G. Certify to the COUNTY that all materials supplied to the Brevard County Board of County Commissioners is 100% asbestos-free.

SECTION IV - TIME OF COMPLETION

The services to be rendered by the CONTRACTOR for each section of the Work shall

commence upon receipt of a written Notice to Proceed from the COUNTY subsequent to the execution of the Agreement, and shall be completed within the time stated in the approved Proposal. Preventative Maintenance Services shall be completed upon request from the COUNTY. Preventative Maintenance Report and invoice for services shall be submitted within ten (10) days of completion of the work to facilities.accounts@brevardfl.gov

SECTION V - COMPENSATION

The COUNTY agrees to pay and the CONTRACTOR agrees to accept, for services rendered pursuant to this Agreement, fees and other compensation computed in accordance with the methods outlined in **Attachment "B"** – "Pricing Sheet", and as specified in an approved Proposal:

- A. Hourly Rate - the CONTRACTOR shall be compensated per the attached Pricing Sheet (**Attachment "B"**) the negotiated hourly rate for each hour of time engaged directly in the work. The CONTRACTOR will provide a detailed breakdown for hours spent on each individual project.
- B. Reimbursable Expenses - The CONTRACTOR shall be compensated for certain work-related expenditures not covered by fees for contracting services, provided such expenditures are previously authorized, in writing, by the COUNTY in an approved Proposal. Miscellaneous expenses such as fax, telephone, copies and tolls will not be included as reimbursable expenses. Upon receipt of satisfactory back up materials, the CONTRACTOR will be compensated for such pre-approved reimbursable expenses on a direct cost basis.
- C. At least thirty (30) days prior to each anniversary date of this Agreement either party may request an adjustment to the rates provided for herein to apply in the forthcoming year. Failure of the parties to agree on a new rate schedule shall constitute a basis for issuing a Notice of Termination by the COUNTY. Any proposed change in rates by the CONTRACTOR shall be subject to the prior approval of the COUNTY.
- D. In the event CONTRACTOR experiences any delay resulting from circumstances beyond its control, or a change in the scope of work which will result in an increase or decrease in a Proposal's price or time, CONTRACTOR shall provide immediate notice to the COUNTY for consideration of additional compensation or time. Additional compensation shall be limited to direct costs resulting from the delay or change in work as provided in Section V of this Agreement.

SECTION VI - PAYMENT AND PARTIAL PAYMENTS

Subject to the COUNTY'S right to withhold any amounts reasonably necessary to complete or correct defective or substandard work, the COUNTY shall make monthly payments or partial payments to the CONTRACTOR for all authorized work in accordance with the "Florida Prompt Payment Act."

- A. The CONTRACTOR shall submit two (2) original, signed Applications for

Payment to the COUNTY. Invoices may be submitted for Preventative Maintenance services.

- B. The amount of each Payment Application submitted shall be the amount due for all services performed to date in connection with authorized Work, as certified by the CONTRACTOR. Each Payment Application shall include any authorized reimbursable expenses and must reference the particular Proposal/Project which authorized the services performed. The Payment Application shall be accompanied by copies of invoices for reimbursable expenses, including materials stored on site.
- C. Payment Applications shall include a breakdown for each part of the Work billed for each item and personnel as identified on the Pricing Sheet (**Attachment "A"**).
- D. The CONTRACTOR shall be responsible for submitting original Release of Liens to the COUNTY for all Notice to Owners on file with the COUNTY. Original, notarized releases must be received by the COUNTY before payments will be processed.

SECTION VII - SCHEDULE OF WORK

The COUNTY shall have the sole right to determine which units or sections of the work the CONTRACTOR shall proceed with first and in what order the work shall occur.

SECTION VIII - RIGHT OF DECISIONS

All services shall be performed by the CONTRACTOR to reasonable professional standards and practices and to the reasonable requirements of the COUNTY. The Facilities Building & Operations Manager, or designee, shall decide and dispose of all claims, questions and disputes arising under this Agreement. In the event the CONTRACTOR does not concur with the decision of the Facilities Building Operations Manager, or designee, the CONTRACTOR shall present any such objections in writing to the Central Services Department Director within ten (10) calendar days and request the issues be referred to a review board of three (3) members selected by the County Manager from Department Directors and Assistant County Managers for review and disposition at a hearing to be held within ten (10) calendar days after receipt of the request for review. 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 review process established in this Agreement and provided further that the CONTRACTOR strictly abides by the ten (10) day time deadline set forth in this paragraph.

SECTION IX - OWNERSHIP OF DOCUMENTS

Possession of all reports, tracing, plans, specifications, maps, contract documents and/or other work products developed by the CONTRACTOR pursuant to this Agreement shall remain with the CONTRACTOR. The COUNTY retains the right of use of these documents at their own risk. When each individual section of work requested pursuant to this Agreement is

complete, all of the above work products shall be delivered to the COUNTY for its use. Notwithstanding the above paragraph, the CONTRACTOR understands its obligations and responsibilities under Section II of this Agreement.

SECTION X - NOTICES

Any notices from the CONTRACTOR to the COUNTY shall be considered delivered when posted by certified mail or delivered in person to Brevard County Facilities at the following address:

**Brevard County Board of County Commissioners
Facilities
2725 Judge Fran Jamieson Way, Building A
Viera, Florida 32940**

Any notices from the COUNTY to the CONTRACTOR shall be considered delivered when posted by certified mail to the CONTRACTOR at the last address left on file with the COUNTY or delivered in person to said CONTRACTOR.

SECTION XII - AUDIT RIGHTS

The COUNTY or any of its duly authorized representatives reserves the right to audit the records of the CONTRACTOR related to this Agreement at any time during the prosecution of the work included herein and for a period of three (3) years after final payment is made.

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

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

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

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

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 633-2050.

SECTION XIII - SUBCONTRACTING

The CONTRACTOR shall not subcontract, assign, or transfer any work under this Agreement without the prior written approval of the COUNTY. When applicable, the CONTRACTOR shall include/disclose the names of any subcontracted firms responsible for

major portions (or separate specialty) of the work to be included in any applicable proposal for Work identifying the Work or service to be provided by the subcontracted firm.

SECTION XIV - CONTINGENT FEES

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

SECTION XV - TERMINATION/MODIFICATION OF AGREEMENT

- A. The COUNTY or the CONTRACTOR may terminate this Agreement upon thirty (30) days written notice, provided that any outstanding approved Project, upon which a Notice to Proceed has been issued, is completed by the CONTRACTOR.
- B. In the event of termination by either party, the COUNTY'S sole obligation to the CONTRACTOR shall be payment for those portions of satisfactorily, completely performed work previously authorized by approved Proposal. Such payment shall be determined on the basis of hours of work performed 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.
- C. The terms of this Agreement may be modified upon the mutual agreement of the CONTRACTOR and the COUNTY as confirmed in writing.
- D. In the event that the CONTRACTOR changes his name, merges with another company, becomes a subsidiary or makes other substantial change in structure or in principals, the COUNTY reserves the right to terminate this Agreement subject to the terms prescribed above.

SECTION XVI - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of one (1) year after its date of execution; however, the Contractor shall complete any work for which a Notice to Proceed has been issued within the one-year period and, and shall be compensated pursuant to Attachment "A". The performance of specially and properly authorized projects may extend beyond the Agreement's one-year effective term and shall be compensated in accordance with Section V hereof. In addition, subject to the COUNTY'S sole discretion this Agreement may be extended in one (1) year increments for up to three (3) years beyond the initial one (1) year period of the Agreement only if no change in price is proposed by the CONTRACTOR.

Modifications and/or changes to this Agreement, including Attachment "A" Pricing Sheet, will require approval by the Brevard County Board of County Commissioners.

SECTION XVII - DEFAULT

In the event the CONTRACTOR fails to comply with the provisions of this Agreement, the COUNTY may declare the CONTRACTOR in default by written notification. In the event partial payment has been made for services not completed, the CONTRACTOR shall return any sums due to the COUNTY as a result of CONTRACTOR'S default within ten (10) days after notice and demand that said sums are due. The CONTRACTOR shall not be compensated for any deficient services which have been performed at the time the COUNTY declares a default. The COUNTY shall pay for only that portion, if any, of the satisfactorily 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 canceled Task Order.

Any default by the COUNTY, for cause which is later determined to be invalid, shall be considered a termination by the COUNTY for convenience and compensated as provided in Section XV.

SECTION XVIII - INDEMNIFICATION AND INSURANCE

The CONTRACTOR shall provide insurance policies with insurers acceptable to the COUNTY. The CONTRACTOR shall provide and maintain at all times during the terms of the Agreement, without cost or expense to the COUNTY, policies of insurance which shall cover the CONTRACTOR for any and all claims, demands, and expenses whatsoever, including defense and causes for action for general damages, bodily injury and property damage arising out of or to the extent caused by negligent acts, errors or omissions of the CONTRACTOR. Said policies shall provide limits in the amount not less than \$1,000,000.00 per occurrence to cover any and all claims arising in connection with any particular accident or occurrence. The COUNTY shall be named an additional insured under this policy for Work that is performed pursuant to this Agreement.

The CONTRACTOR shall provide and maintain Workers' Compensation insurance (for statutory limits) for all workers to provide services under the scope of this Agreement.

The CONTRACTOR shall provide the COUNTY with Certificates of Insurance on all policies of insurance within ten (10) days of execution of this Agreement, and any renewals thereof within ten (10) days of renewal. The COUNTY shall be entitled to thirty (30) days written notice of any changes or cancellations of said policies. These insurance requirements shall not relieve or limit the liability of the CONTRACTOR. The COUNTY does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the CONTRACTOR'S interests or liabilities, but are merely minimums.

The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless against any and all claims, causes of action or liability for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom to the extent caused by negligent acts, errors or omissions of the CONTRACTOR. The CONTRACTOR agrees to

indemnify and pay on behalf of the COUNTY the cost of the COUNTY'S legal defense of all claims described herein. Such payment on behalf of the COUNTY shall be in addition to any and all other legal remedies available to the COUNTY and shall not be considered to be the COUNTY'S exclusive remedy. It is agreed by the parties hereto that specific consideration has been paid under this Agreement for this hold harmless provision.

SECTION XIX - QUALITY CONTROL

The CONTRACTOR shall provide a high level of quality control and accuracy. The COUNTY may request additional data collection or re-analysis of data at no expense to the COUNTY. If the original data collected and/or the data analysis is found to be accurate and reasonable, the CONTRACTOR shall be compensated for the additional work in accordance with Section V of this Agreement.

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

SECTION XX - NON EXCLUSIVE AGREEMENT

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

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

SECTION XXI - TRUTH IN NEGOTIATIONS

In accordance with the provisions of Chapter 287.055, Florida Statutes, the CONTRACTOR agrees to execute a truth-in-negotiations certificate (Attachment "B") and agrees the original contract price and any additions may be adjusted to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

SECTION XXII - INTEREST OF OFFICERS AND OTHERS

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

SECTION XXIII - 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 Agreement. The CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed.

SECTION XXIV - ASSIGNMENT AND GOVERNING LAW

Neither the COUNTY nor the CONTRACTOR shall assign his interest in this Agreement without the written consent of the other except as to the assignment of proceeds. This Agreement shall be governed by the Laws of the State of Florida.

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

Severability: If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired.

Attorney's Fees: In the event either party must undertake legal action to enforce any provision of this contract, each party shall bear their own attorney's fees and costs, and any trial shall be non-jury.

SECTION XXV - ENTIRETY OF AGREEMENT

This writing, together with the original Request for Proposal, Addenda, approved Proposals and signed Notice to Proceeds that may follow, 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 Agreement shall be valid unless made in writing, signed by both parties hereto as an addendum to this Agreement.

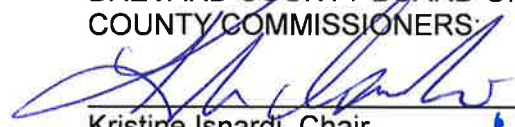
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

ATTEST:



Scott Ellis, Clerk

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS:



Kristine Isnardi, Chair

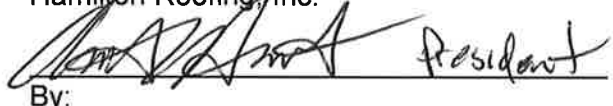
As Approved By the Board: 8/14/2018

WITNESS:



By:

Hamilton Roofing, Inc.



By:

STATE OF FLORIDA §
COUNTY OF Brevard §

I HEREBY CERTIFY that before me, an officer duly authorized to take acknowledgments, personally appeared Anthony Hamilton who is personally known to me or provided personally known 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 17 day of April 2019.



(SEAL)

Signature

Virginia Ward

Notary Name (typed or printed)

ATTACHMENT "A"

FEMA CLAUSES AND CERTIFICATIONS

During the performance of this Agreement, the CONSULTANT 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 consideration 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 Agreement or with any of the said rules, regulations, or orders, this Agreement 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 the 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)

A. 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 COUNTY through its Facilities Department and understands that the Brevard County Facilities 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.

B. Federal Water Pollution Control Act -

- i. The CONTRACTOR agrees to comply with all 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 COUNTY through its Facilities Department and understands and agrees that the Brevard County Facilities Department will, in turn, report each violation 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.

9. **Suspension and Debarment:**

- A. This Agreement 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 neither 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).

- B. 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.
- C. This certification is a material representation of fact relied upon by the COUNTY. 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 the State of Florida (Division of Emergency Management) and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this Agreement is valid. The CONTRACTOR agrees to include a provision requiring such compliance in its lower tier covered transactions.

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 Agreement, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- A. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
- B. Meeting Agreement performance requirements; or
- C. 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 representatives access to any books, documents, papers and records of the CONSULTANT which are directly pertinent to this Agreement 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 Agreement.

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 this Agreement and resulting Agreements 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 Agreement 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 Agreement.

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 CONSULTANT's actions pertaining to this Agreement.

ATTACHMENT "B"

RFP-4-18-12
PRICING SHEET
TECH SYSTEMS, INC.

HOURLY RATE FOR LABOR

DESCRIPTION	HOURLY RATE
FOREMAN	\$55.00
ROOFER	\$50.00
ROOFER APPRENTICE	\$35.00
METAL INSTALLER	\$50.00
METAL INSTALLER APPRENTICE	\$35.00
LABORER	\$35.00

PREVENTATIVE MAINTENANCE

ANNUAL PREVENTATIVE MAINTENANCE, PER PM SERVICE, PER FACILITY	\$800.00
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MATERIALS

All materials furnished by the Contractor if and when requested by Brevard County Facilities Department shall be the Contractor's actual cost plus 10%

ATTACHMENT "C"

PUBLIC ENTITY CRIME AFFIDAVIT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**CONTINUING CIVIL DESIGN CONSULTANT
SERVICES AGREEMENT**

This is an Agreement entered into this **23rd** day of **May 2019**, by and between BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and **MORGAN AND ASSOCIATES CONSULTING ENGINEERS, INC.**, whose address is 504 North Harbor City Blvd., Melbourne, FL 32935, a Florida For Profit Corporation formed under the laws of the State of Florida, hereinafter referred to as "CONSULTANT".

WHEREAS, the COUNTY has a need for a civil design services firm to provide design services for various individual projects valued up to \$2,000,000;

WHEREAS, the COUNTY issued a competitive Request for Qualifications to solicit firms interested in providing such services;

WHEREAS, CONSULTANT herein submitted a response determined to be responsive and responsible and was further selected to provide such services.

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

I. GENERAL IDENTIFICATION OF SERVICES

All continuing civil engineering CONSULTANT services provided by the CONSULTANT for the COUNTY shall be identified in Work Orders. Work Orders shall entail a description of services to be performed, a statement of fees, proposed schedule for compensation, a projected schedule for completion of the work, project team members assigned to supervise/perform services provided under the Work Order, and any other terms or conditions specific to the Work Order to be performed by the CONSULTANT. A Work Order shall not give rise to any contractual rights until approved by the COUNTY in the form of a written Notice to Proceed, signed by the County Manager or other authorized representative of the COUNTY where approved by Board action. The written Notice to Proceed and specific Work Order, as approved by the COUNTY, shall together constitute an addendum to this Agreement.

II. COUNTY OBLIGATIONS

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

CONTINUING CIVIL DESIGN CONSULTANT
SERVICES AGREEMENT

III. CONTINUING DESIGN CONSULTANT SERVICES

Upon receipt of a Notice to Proceed, CONSULTANT agrees to perform continuing civil design services associated with the requested work in accordance with the negotiated terms of the applicable Work Order, and in accordance with accepted professional standards and practices. The CONSULTANT agrees to correct any errors and omissions and prepare any revisions which may be required because the CONSULTANT's plans and specifications were found defective, without any increase in price of the applicable Work Order. This remedy shall be cumulative to all other remedies available under law. In connection with continuing civil design services to be rendered pursuant to this Agreement, the CONSULTANT further agrees to the following:

- a. Maintain an adequate staff of qualified personnel;
- b. Comply with federal, state and local laws applicable to the work;
- c. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work;
- d. Cooperate and coordinate with other COUNTY consultants, as directed by the COUNTY;
- e. Report the status of the work to the COUNTY upon request and hold pertinent data, calculations, field notes, records, sketches and other projects open to the inspection of the COUNTY or its authorized agent at any time;
- f. Submit for COUNTY review design computations, sketches and other data representative of the work's progress at the percentage stages of completion which may be stipulated in the applicable Work Order. Submit for COUNTY approval the final work product upon incorporation of any modifications requested by the COUNTY during any previous review. Any COUNTY approval of the CONSULTANT's plans, design and/or specifications shall not be deemed to diminish the CONSULTANT's responsibilities;
- g. Confer with the COUNTY during the further development and implementation of improvements for which the CONSULTANT has provided design or other services;
- h. Interpret plans and other documents, correct CONSULTANT errors and omissions and prepare any necessary plan revisions not involving change in the scope of work required, at no additional cost;

CONTINUING CIVIL DESIGN CONSULTANT
SERVICES AGREEMENT

- i. Prior to final approval of the work by the COUNTY, as Owner, submit any of CONSULTANT's construction documents to any review committee, third party consultant or any county, city, state or federal agency from which a permit or other approval is required, and revise CONSULTANT's construction documents as may be required by such permitting or approval agencies. Any approval obtained from the COUNTY or any other agency shall not be deemed to diminish or discharge the CONSULTANT's responsibility provided for in this Agreement; and
- j. The CONSULTANT agrees that it is performing the services provided under this Agreement as an independent contractor (not as an agent, employee or representative of the COUNTY) and nothing contained herein shall be construed to be inconsistent with this relationship or status.

IV. TIME OF COMPLETION

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

V. COMPENSATION

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

- a. Hourly Rate - the CONSULTANT shall be compensated at the attached Hourly Rate Schedule (Attachment "A") for each hour of time engaged directly in the work.
- b. Lump Sum Fee - The fee for any requested portion of work may, at the option of the COUNTY, be a lump sum mutually agreed upon by the COUNTY and the CONSULTANT and stated in the written Work Order.
- c. Reimbursable Expenses - The CONSULTANT shall be compensated for certain work-related expenditures not covered by fees for consulting services, provided such expenditures are previously authorized by the COUNTY in an approved Work Order. Upon receipt of satisfactory back up materials, the CONSULTANT will be compensated for such reimbursable expenses at a rate of 1 times actual expenses.
- d. At least thirty days prior to each anniversary date of this Agreement either party may request an adjustment to the rates provided for herein to apply in the forthcoming year. Failure of the parties to agree on a new rate shall

CONTINUING CIVIL DESIGN CONSULTANT
SERVICES AGREEMENT

constitute a basis for issuing a Notice of Termination by the COUNTY. Any proposed change in rates by the CONSULTANT shall be subject to the prior approval of the COUNTY.

- e. In the event the CONSULTANT experiences any delay resulting from circumstances beyond its control, or a change in the scope of work which will result in an increase or decrease in a Work Order's price or time, CONSULTANT shall provide immediate notice to the COUNTY for consideration of additional compensation or time. Additional compensation shall be limited to direct costs resulting from the delay or change in work.

VI. PAYMENT AND PARTIAL PAYMENTS

Subject to the COUNTY's right to withhold any amounts reasonably necessary to complete or correct defective or substandard work, the COUNTY shall make monthly payments or partial payments to the CONSULTANT for all authorized work performed during the previous calendar month in accordance with the Florida Prompt Payment Act.

- a. The CONSULTANT shall submit signed invoices to the COUNTY.
- b. The amount of each invoice submitted shall be the amount due for all services performed to date in connection with authorized work, as certified by the CONSULTANT. Each invoice shall include any authorized reimbursable expenses and must reference the particular Work Order which authorized the services performed. The invoice shall be accompanied by copies of invoices for reimbursable expenses.
- c. Invoices for work other than lump shall include a breakdown for each part of the work billed for each item and personnel as identified in Attachment "A". Copies of all invoices paid by the CONSULTANT for expenses shall be included with the CONSULTANT's invoice.

VII. SCHEDULE OF WORK

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

VIII. RIGHT OF DECISIONS

All services shall be performed by the CONSULTANT to reasonable professional standards and practices and to the reasonable requirements of the COUNTY. COUNTY staff shall decide and dispose of all claims, questions, and

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disputes arising under this Agreement. Such determination shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event the CONSULTANT does not concur with the decisions of the COUNTY, within ten days after determination by COUNTY staff, the CONSULTANT shall present any such objections in writing to COUNTY staff and, upon request, any adverse determination shall be referred to an appeal board comprised of a representative of Purchasing Services, County Manager's office and Facilities Department for review and disposition at a hearing to be held within ten days after receipt of the appeal. This section does not constitute a waiver of either party's right to proceed in a court of competent jurisdiction, provided that prior to filing any suit the CONSULTANT goes through the appeal process established in this Agreement and provided further that the CONSULTANT strictly abides by the ten day time deadline set forth in this section.

IX. OWNERSHIP OF DOCUMENTS

All reports, tracings, plans, specifications, maps, contract documents and/or other work products developed by the CONSULTANT pursuant to this Agreement shall become the property of the COUNTY. When each individual section of work requested pursuant to this Agreement is complete, all of the above work products shall be delivered to the COUNTY for its use.

X. REUSE OF DOCUMENTS

The CONSULTANT may not reuse plans, specifications or reports specifically developed by the CONSULTANT for the COUNTY without express written permission from the COUNTY. The COUNTY may reuse any plans, specifications or reports provided under this Agreement under the following conditions:

- a. The COUNTY shall notify the CONSULTANT of such reuse;
- b. The COUNTY and CONSULTANT shall agree to compensation for such reuse;
- c. The provisions of Florida Statute 287.055(10) are followed; and
- d. Subject to the limits as set forth in Section 768.28, Florida Statutes, the COUNTY shall hold CONSULTANT harmless from any property damage or personal injury which may result from such reuse.

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XI. PUBLIC RECORDS

Pursuant to Section 119.0701, Florida Statutes, CONSULTANT shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the service.
- b. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the COUNTY.
- d. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT or keep or maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the COUNTY, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of records, in a format that is compatible with the information technology systems of the COUNTY.
- e. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 633-2046.

If the CONSULTANT does not comply with a public records request, the COUNTY shall enforce the contract provisions in accordance with the contract.

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XII. NOTICES

Any legal notices from the CONSULTANT to the COUNTY shall be considered delivered when posted by certified mail or delivered in person to the COUNTY.

Any legal notices from the COUNTY to the CONSULTANT shall be considered delivered when posted by certified mail to the CONSULTANT at the last address left on file with the COUNTY or delivered in person to said CONSULTANT or the CONSULTANT's authorized representative.

XIII. AUDIT RIGHTS

The COUNTY or any of its duly authorized representatives reserves the right to audit the records of the CONSULTANT related to this Agreement at any time during the prosecution of the work included herein and for a period of five years after final payment is made.

XIV. SUBCONTRACTING

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

XV. CONTINGENT FEES

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

XVI. TERMINATION / MODIFICATION OF AGREEMENT

- a. Either party may terminate this Agreement for any reason upon thirty days written notice, provided that, in the event CONSULTANT so terminates, any outstanding approved Work Order upon which a Notice to Proceed has been issued is completed by the CONSULTANT.

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- b. In the event of termination by the COUNTY, the COUNTY's sole obligation to the CONSULTANT shall be payment for those portions of satisfactorily, completely performed work previously authorized by approved Work Order. Such payment shall be determined on the basis of hours of work performed by the CONSULTANT and agreed upon by the COUNTY up to the time of termination. In the event of such termination, the COUNTY may, without penalty or other obligation to the CONSULTANT, elect to employ other persons to perform the same or similar services.
- c. The terms of this Agreement may be modified upon the mutual agreement of the CONSULTANT and the COUNTY as confirmed in writing.
- d. In the event that the CONSULTANT changes the firm's name, merges with another company, becomes a subsidiary, substitutes any project team members, or makes other substantial change in structure or in principals, the COUNTY reserves the right to terminate this Agreement subject to the terms prescribed above.
- e. The CONSULTANT shall not be allowed to substitute project team members named in its response, and as provided for in Attachment C, during the course of the contract, without prior written permission of the COUNTY.

XVII. DURATION OF AGREEMENT

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

XVIII. DEFAULT

In the event the CONSULTANT fails to comply with the provisions of this Agreement, the COUNTY may declare the CONSULTANT in default by written notification. In the event partial payment has been made for continuing civil design services not completed, the CONSULTANT shall return any sums due to the COUNTY as a result of CONSULTANT's default within ten days after

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notice and demand that said sums are due. The CONSULTANT shall not be compensated on a percentage of any deficient continuing civil design services which have been performed at the time the COUNTY declares a default. The COUNTY shall pay for that portion, if any, of the performed, work which is used or useful by any other consultant retained by the COUNTY to finish the work to the extent that the COUNTY does not incur additional costs over those set forth in the CONSULTANT's canceled Work Order.

XIX. INDEMNIFICATION AND INSURANCE

The CONSULTANT shall provide the following described insurance policies with insurers acceptable to the COUNTY. The CONSULTANT shall provide and maintain at all times during the terms of the Agreement, without cost or expense to the COUNTY, policies of insurance known as comprehensive general liability, auto liability and professional errors and omissions liability coverage. These policies of insurance shall cover the CONSULTANT for any and all claims, demands, and expenses whatsoever, including defense and causes for action for general damages, bodily injury and property damage arising out of or to the extent caused by negligent acts, errors or omissions of the CONSULTANT.

Said policies shall provide limits as follows:

Worker's Compensation - Provide Worker's Compensation Insurance for all employees who are to provide a service for this project, as required by law.

Comprehensive General Liability and Auto Liability - Including but not limited to bodily injury, property damage and personal injury with limits of not less than \$1,000,000 combined single limit per occurrence including Contractual Liability incurred under this Contract.

Professional Liability Insurance - For errors and omissions resulting from design activities in the amounts of \$1,000,000 per claim.

The CONSULTANT shall provide and maintain Worker's Compensation insurance as required by Law for all employees to provide services under the scope of this Agreement. The COUNTY shall be entitled to thirty days written notice of any changes or cancellations of said policies. These insurance requirements shall not relieve or limit the liability of the CONSULTANT. The COUNTY does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the CONSULTANT's interests or liabilities, but are merely minimums.

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The CONSULTANT agrees to indemnify, defend and hold the COUNTY harmless against any and all claims, causes of action or liability for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom to the extent caused by negligent acts, errors or omissions of the CONSULTANT. The CONSULTANT agrees to indemnify and pay on behalf of the COUNTY the cost of the COUNTY's legal defense of all claims described herein. Such payment on behalf of the COUNTY shall be in addition to any and all other legal remedies available to the COUNTY and shall not be considered to be the COUNTY's exclusive remedy. It is agreed by the parties hereto that specific consideration has been paid under this Agreement for this hold harmless provision.

XX. QUALITY CONTROL

The CONSULTANT shall provide a high level of quality control and accuracy. The COUNTY may request additional data collection or re-analysis of data at no expense to the COUNTY. If the original data collected and/or the data analysis is found to be accurate and reasonable, the CONSULTANT shall be compensated for the additional work in accordance with Section V of this Agreement.

XXI. NON-EXCLUSIVE AGREEMENT

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

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

XXII. TRUTH IN NEGOTIATIONS

In accordance with the provisions of Chapter 287.055, Florida Statutes, the CONSULTANT agrees to execute a truth-in-negotiations certificate (Attachment "B") and agrees the original contract price and any additions may be adjusted to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

XXIII. INTEREST OF MEMBERS OF DISTRICT AND OTHERS

No officers, members or employees of the COUNTY, and no members of its governing body, and no other public official of the governing body of the locality or localities in which services for the facilities are situated or carried out, who

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exercised any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects their personal interest, or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

XXIV. INTEREST OF CONSULTANT

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

XXV. GOVERNING LAW, VENUE, ATTORNEYS FEES

This Agreement, regardless where executed, shall be governed, interpreted and construed according to the ordinances and laws of Brevard County and the State of Florida. Any action brought to enforce the terms or to litigate the terms of this Agreement shall be brought in Brevard County Florida.

In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs.

XXVI. ENTIRETY OF AGREEMENT

This writing, together with Work Orders and signed Notices to Proceed that may follow, embody the entire Agreement and understanding between the parties hereto, and there are 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 Agreement shall be valid unless made in writing, signed by both parties hereto as an addendum to this Agreement, or as specifically prescribed in a Work Order.

XXVII. E-VERIFY

a. CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Contract; and

b. CONSULTANT shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment

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eligibility of all new employees hired by the subcontractor during the Contract term; and

c. CONSULTANT agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the COUNTY consistent with the terms of the CONSULTANT'S enrollment in the program. This includes maintaining a copy of proof of the CONSULTANT'S and subcontractors' enrollment in the E-Verify Program.

d. 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.

e. 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.

f. Nothing in this Section may be construed to allow intentional discrimination of any class protected by law.

XXVIII. FEDERAL REQUIREMENTS

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

a. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT 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 CONSULTANT 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.

b. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all

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qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.

- c. The CONSULTANT 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 CONSULTANT's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The CONSULTANT 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.
- e. The CONSULTANT 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.
- f. In the event of the CONSULTANT'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 CONSULTANT 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.
- g. The CONSULTANT 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 CONSULTANT 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

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United States to enter into such litigation to protect the interests of the United States."

- h. Clean Air Act and the Federal Water Pollution Control Act: (For all contracts in excess of \$150,000)

Clean Air Act

- The CONSULTANT 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.
- The CONSULTANT agrees to report each violation to the Brevard County Facilities Department and understands that the Brevard County Facilities 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.
- The CONSULTANT 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

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

- i. Suspension and Debarment

- 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 CONSULTANT is required to verify that none of the CONSULTANT, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded

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(defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- The CONSULTANT 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.

- This certification is a material representation of fact relied upon by Brevard County Facilities Department. If it is later determined that the CONSULTANT 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 Facilities Department, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

k. Certification for Contracts, Grants, Loans, and Cooperative Agreements; The CONSULTANT certifies, to the best of his or her knowledge, that:

- 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.

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- 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.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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 CONSULTANT certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONSULTANT understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

- I. Procurement of Recovered Materials; In the performance of this contract, the CONSULTANT shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.

Information about this requirement, along with the list of Environmental Protection Agency designate items, is available at Environmental Protection Agency's

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Comprehensive Procurement Guidelines website at [Click here to go to the Environmental Protection Agency's Comprehensive Procurement Guideline](#)

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

ATTEST:



SCOTT ELLIS, CLERK OF COURT

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS:

KRISTINE ISNARDI, CHAIR



AS APPROVED BY THE BOARD ON August 14, 2018

CONSULTING FIRM NAME: Morgan & Associates Consulting Engineers, Inc.

NAME OF REPRESENTATIVE: Andy Kirbach, P.E.



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ATTACHMENT A

CONTINUING DESIGN SERVICES CONTRACT
STANDARD HOURLY RATE SCHEDULE

POSITION	HOURLY RATE
PRINCIPAL	\$160.00
PROJECT DIRECTOR/MANAGER	\$150.00
PROJECT ENGINEER	\$140.00
ENGINEER	\$120.00
SURVEYOR	\$140.00
ARCHITECT	\$140.00
SURVEY CREW	\$155.00
CAD DESIGNER	\$90.00
CAD DRAFTER	\$70.00
CLERICAL/ADMIN/WORD PROCESSING	\$60.00

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ATTACHMENT B

TRUTH-IN-NEGOTIATIONS CERTIFICATE AND AFFIDAVIT

STATE OF FLORIDA
COUNTY OF BREVARD

Before me, the undersigned authority, personally appeared Affiant **Morgan and Associates Consulting Engineers, Inc.**, who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth-In-Negotiation Certificate pursuant to Section 287.055(5) of the Florida Statutes for the undersigned firm to receive an Agreement for Continuing Civil Design Consultant Services with the Board of County Commissioners of Brevard County, Florida.
2. That the undersigned firm is a corporation which engages in furnishing continuing Civil consultant services and is entering into an Agreement with the Board of County Commissioners of Brevard County, Florida to provide Continuing Civil Design Consultant Services for a project known as the Continuing Contract.
3. That the undersigned firm has furnished the Board of County Commissioners of Brevard County, Florida a detailed analysis of the cost of the continuing Civil design services required for the project.
4. That the wage rate information and other factual unit costs which the undersigned firm furnished were accurate, complete and current at the time the undersigned firm and the Board of County Commissioners of Brevard County, Florida entered into the Agreement for Continuing Civil Design Consultant Services on the project.
5. That the Agreement which the undersigned firm and the Board of County Commissioners of Brevard County, Florida entered into on this project contained a provision that the original Agreement price and any additions thereto shall be adjusted to include any significant sums by which the Board of County Commissioners of Brevard County, Florida determines the Agreement price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs and that all such Agreement adjustments shall be made within one (1) year following the end of the Agreement.

FURTHER AFFIANT SAYETH NAUGHT.

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Morgan and Associates Consulting Engineers, Inc.



The foregoing instrument was acknowledged before me by Andreas Kirbach who has produced _____ as identification, or is known to me.

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



(SEAL)

SIGNATURE:



NOTARY NAME (typed or printed):

Vicky Peña

**AGREEMENT FOR
PROFESSIONAL BUILDING DEPARTMENT SERVICES**

THIS AGREEMENT, made this 1st day of October, 2018, by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County") and, Joe Payne, Inc., (hereinafter referred to as "JPI") a business having its primary location at 9629 Gretna Green Drive, Tampa, Florida and sets forth the specific terms and conditions under which JPI shall supply services to the County.

WHEREAS, the County seeks to obtain Professional Building Department Services for building inspection and plans review, and

WHEREAS, the County initiated an invitation to bid for building inspection and plans examination services in accordance with County competitive bidding policies and procedures.

WHEREAS, on September 21, 2018 a Notice of Award for BID # B-1-18-85 was issued with the bid awarded to JPI.

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

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

1.0 TERMINOLOGY

As used in this Agreement, the terms listed below are defined as follows:

Authorized Representative: "Authorized Representative" is a representative authorized by the County to provide JPI with a clear understanding of the project nature and scope.

Professional Building Department Services: "Professional Building Department Services" include, but shall not be limited to, the inspection of building construction projects permitted by the County for compliance with the Florida Building Code, and the review of permit documents and construction plans, drawings, and specifications for compliance with the Florida Building Code and applicable related regulations, laws and rules and the crafting of written comments regarding any deficiencies found during said plans examinations.

JP

2.0 SCOPE OF SERVICES

2.1 GENERAL DESCRIPTION

The scope of services include: Building Inspection and Permit Plan Review Services for enforcement of the Florida Building Code and applicable related regulations, law and rules on a daily or as needed basis as determined by the County. Such services shall be provided at an hourly rate per the terms of this Agreement. JPI employees providing inspection or plans examination services shall hold standard certification in the inspection or plan examiner disciplines required to perform said services in accordance with Florida Statutes Chapter 468, to include Building, Mechanical, Electrical, Plumbing, and One and Two Family disciplines, or must be a Florida Registered Engineer or Architect.. Inspectors will provide technical field inspections of buildings, equipment, and installations during various phases of construction, and grant inspection approvals if found in compliance with Florida Building Code regulations and approved permit documents, and provide written comments if found not in compliance. Plan reviewers will examine permit documents and construction plans for compliance with Florida Building Codes and related regulations, laws and rules and grant approvals if found in compliance with said building codes and regulations, and provide written comments if found not in compliance. Inspectors shall have the necessary tools, equipment, cell phone, and vehicle to perform inspection services.

2.2 RESPONSIBILITIES

2.2.1 JPI RESPONSIBILITIES

1. JPI has the responsibility for providing the services described under the "Scope of Services" section. The work is to be performed in accordance with accepted standards of care and is to be completed in a timely manner.
2. JPI's employees shall be fully insured and have the necessary certifications, tools, equipment, cell phone, and vehicle to provide technical field inspections of buildings, structures, equipment and installations during various stages of construction for determination of compliance with the Florida Building Code and applicable related regulations, laws and rules.
3. JPI's employees performing plans examination services shall review permit documents and construction plans, drawings, and specifications for compliance with the Florida Building Code and applicable related regulations, laws and rules and make written comments of any deficiencies found during said plans examinations. Said permit plans examination shall be completed and the review results communicated to the County within seven (7) calendar days of receipt of the permit documents, plans and drawings from the County.

2.2.2 COUNTY RESPONSIBILITIES

1. The County is responsible for providing JPI's inspection employees with a list of inspections to be performed each day that inspection services are required.
2. The County shall supply JPI with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow JPI to properly complete the specified services.
3. The County shall provide JPI the permit documents, plans, drawings, surveys for permit plans examination services.

2.3 STANDARD OF CARE

Services performed by JPI under this Agreement are expected by the County to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of JPI' profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made.

3.0 OWNERSHIP OF DOCUMENTS

All reports, field data, field notes and other documents prepared by JPI, as instruments of service, shall remain the property of the County.

4.0 TERM

The term of this Agreement shall begin October 1, 2018 and continue through September 30, 2021. This Agreement is renewable for additional one-year terms upon written agreement by the County and JPI.

5.0 TERMINATION

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice.

The County shall have the right at any time to terminate service, with or without cause, upon thirty (30) days written notice. JPI shall only be entitled to payment for the services rendered to the date of termination.

6.0 BILLING AND PAYMENTS

JPI will submit monthly invoices to the County upon completion of services. Invoices will show charges for different personnel and expense classifications.

The County shall pay JPI for services provided under this Agreement. The County reserves the right to deduct from any contractor invoice an amount for defective or nonconforming work, or for work not provided but invoiced. The County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes Section 218.70, et seq. (2018).

6.1 PRICE

JPI will provide building inspection and plans examination services as described in this Agreement at an hourly rate of sixty nine dollars and fifty cents (\$69.50) per hour or at a daily rate of five hundred fifty six dollars and 0 cents (\$556.00) per day.

6.2 TRAVEL REIMBERSEMENT

JPI agrees to charge zero dollars (\$0.00) for travel time and expense of JPI's employees for travel to and from Brevard County to perform the services as described in this Agreement.

7.0 INDEMNIFICATION

JPI shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its work under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of JPI, or anyone directly or indirectly employed by JPI, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified thereunder. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by JPI, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or types of damages, compensation or benefits payable by or for JPI, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

In no way does any clause in this document constitute a waiver of the County's rights pursuant to Section 768.28, Florida Statutes

8.0 INSURANCE

JPI, at its own expense, shall keep in force and at all times maintain the following policies of insurance during the term of this Agreement:

- a. **General Liability Insurance:** General Liability Insurance issued by responsible insurance companies in a form acceptable to the County, with combined single limits of not less than One Million Dollars (\$1,000,000) for Professional Liability, Personal Injury, Bodily Injury and Property Damage per occurrence.
- b. **Workers' Compensation Coverage:** Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided.
- c. **Auto Liability insurance** for owned, non-owned, hired/borrowed vehicles in an amount not less than One Million Dollars (\$1,000,000) combined single limits for Bodily Injury and Property Damage per accident.

JPI shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. Said Liability Policies shall provide that the County is an additional insured. The County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida. Certificate(s) of Insurance must be provided to the County within ten (10) days of the execution of the Agreement.

9.0 NOTICES

All notices or requests and demands hereunder shall be in writing, and shall be deemed delivered to the appropriate party upon: (a) personal delivery, if delivered by hand during ordinary business hours; (b) the day of delivery if sent by U.S. Mail, postage pre-paid; (c) the day of signed receipt if sent by certified mail, postage pre-paid, or other nationally recognized carrier, return receipt or signature provided and in each case addressed to the parties as follows:

As to JPI:

Joe Payne c/o
Joe Payne, Inc.
9629 Gretna Green Drive
Tampa, Florida 33626

As to **County**:

Michael McCaughin, Chief Building Official (or current building official)
2725 Judge Fran Jamieson Way, Building A, Room A-114
Viera, Florida 32940

10.0 GENERAL TERMS

10.1 COMPLETE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

10.2 MODIFICATION TO AGREEMENT

This Agreement and any exhibits/attachments, task assignments and schedules may only be amended, supplemented or cancelled by a written instrument duly executed by the parties hereto.

10.3 ATTORNEYS' FEES

In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.

10.4 GOVERNING LAW

This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

10.5 COMPLIANCE WITH STATUTES

It shall be JPI's responsibility to be aware of and comply with all federal, state and local laws.

10.6 SEVERABILITY

In the event any provision of the Agreement is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any

manner, the legality of the remaining provisions of the Agreement. Each provision of the Agreement is deemed to be separate and severable from each other provision.

10.7 VENUE

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

10.8 ASSIGNMENTS

Neither the County nor JPI shall assign, delegate, sublet, or transfer his duties or interests in this Agreement without the written permission of the other party.

10.9 NON-WAIVER

Any failure of the County to insist upon strict performance of any terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by JPI as a waiver of the County's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

10.10 PUBLIC RECORDS LAW

Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes and all other applicable Florida Statutes. If the materials provided by JPI do not fall under a specific exemption, under Florida or federal law, materials related to this Agreement would have to be provided to anyone making a public records request. It is JPI's duty to identify the information it deems is exempt under Florida/federal law and identify the statute by number that exempts said information.

Should any person or entity make a public request of the County which requires or would require the County to allow inspection or provide copies of records which JPI maintains are exempt from Public Records Law or are confidential, it shall be JPI's obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to JPI of the request, of the specific exemption or confidentiality provision so the County will be able to comply with the requirements of Chapter 119, Florida Statutes. Should the County face any kind of legal action to require or enforce inspection or production of any records provided by JPI to the County which JPI maintains are exempt or confidential from such inspection/production as a public record, then JPI shall hire and compensate attorney(s) who shall represent the interest of the County

as well as JPI in defending such action. JPI shall also pay any costs to defend such action and shall pay any costs and attorney's fees, which may be awarded pursuant to Fla. Stat. 119.12. **IF JPI HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 633-2069, Bessie.Grivas-Pereno@brevardfl.gov, 2725 Judge Fran Jamieson Way, Room A114, Viera, FL 32940.**

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

Joe Payne, Inc. (JPI)



Joe Payne, PE, MBA

Joseph Payne

Print Name

9/26/18

Date

Board of County Commissioners
of Brevard County, Florida



Rita Pritchett, Chair

9/27/18

Date

ATTEST:

Amy Paige Perry

Signature

Amy Paige Perry, Notary Public

Name & Title, Typed or Printed

ATTEST:



Scott Ellis, Clerk

State of Florida
County of Brevard



(Signature of Affiant)

Sworn to (or affirmed) and subscribed before me
this 26th day September, 2018
by Joseph Payne (Name of Affiant).

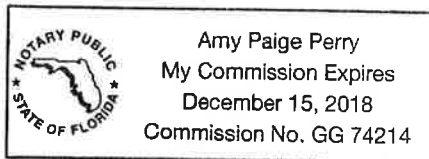
Amy Paige Perry

(Signature of Notary) Notary Public - State of Florida

Amy Paige Perry

(Name of Notary Public)

Personally Known _____ OR Produced Identification
Type of Identification Produced FL Driv. Lic.





BOARD OF COUNTY COMMISSIONERS

8/14/2018

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

Inter-Office Memo

TO: Commissioner Kristine Zonka, Chair

THRU: Frank Abbate, County Manager *[Signature]*

THRU: John P. Denninghoff, Assistant County Manager *[Signature]*

THRU: Marc Bernath, Public Works Director *Bernath, Marc*
Digitally signed by Bernath, Marc
 DN: cn=Bernath, Marc,
 email=Marc.Bernath@brevardfl.gov
 Date: 2021.11.29 08:13:32 -05'00'

THRU: Leo Da Silva, Facilities Building & Operations Manager *DaSilva, Leonardo*
Digitally signed by DaSilva, Leonardo
 Date: 2021.11.24 10:59:28 -05'00'

FROM: Mary Bowers, Facilities Support Services Manager *Bowers, Mary*
Digitally signed by Bowers, Mary
 Date: 2021.11.24 08:02:36 -05'00'

RE: **RFP-4-19-05 Continuing Roofing Contracting Services
 Annual Renewal #3 with Hamilton Roofing, Inc.**

DATE: November 24, 2021 *F.15*

The Board of County Commissioners, in regular session on August 14, 2018, approved issuance of an RFQ for Continuing Roofing Contracting Services. A contract was awarded to Hamilton Roofing, Inc.

The term of the Agreement is one (1) year with a provision for three (3) renewals of one (1) year each. This will be the final renewal term for these Agreement.

The 3rd annual renewal will be effective April 16, 2022 thru April 15, 2023 under the same terms and conditions as the original Agreement.

E-Verify and Foreign Disclosure Form has been amended into this Renewal. In accordance with AO-29 County Attorney, Risk Management and Purchasing Services have reviewed and approved this action.

Please return fully executed Extensions to Facilities, attention Mary Bowers, at mary.bowers@brevardfl.gov

Feel free to contact our office if you have any questions.

/mb

Encl: 3rd Extension of Existing Agreement
Board Approval Memo
AO-29

BREVARD County

BOARD OF COUNTY COMMISSIONERS

FLORIDA'S SPACE COAST



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 989, Titusville, Florida 32781-0999

Telephone: (321) 837-2001
Fax: (321) 284-6872
Tammy.Rowe@brevardclerk.us

August 15, 2018

MEMORANDUM

TO: Leslie Rothering, Interim Central Services Director

RE: Item F.15., Permission to Issue Annual Supply Bids, Proposals, and Requests for Qualifications (RFQ) (FY 2018/2019) and/or Negotiate Competitive Agreements

The Board of County Commissioners, in regular session on August 14, 2018, granted Purchasing Services approval to perform the following actions regarding the attached list of commodities and services for Fiscal Year 2018/2019:

- Solicit competitive bids, quotes, and/or negotiate competitive agreements and award to lowest, responsive, and most qualified supplier
- Solicit competitive proposals and requests for qualifications, establish selection/negotiation committees approved by the County Manager, or his designee, and award contracts and/or open purchase orders with the best-ranked proposer
- Exercise renewal options upon evaluation of supplier performance, and recommendation from user departments/offices, which establishes that continuance of the contract is favorable prior to extension of the agreement
- Authorized the Chair to execute contracts and contract renewals over \$100,000 in annual value, subject to approval by the County Attorney's Office and Risk Management

Enclosed is the list.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe
Tammy Rowe, Deputy Clerk

Encl. (1)

cc: Purchasing Services Manager
County Manager
Finance
Budget

RECEIVED

AUG 20 2018

BREVARD COUNTY
PURCHASING SERVICES

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Hamilton Roofing, Inc.		2. Amount: continuing	
3. Fund/Account #:		4. Department Name: Public Works	
5. Contract Description: Continuing Roofing Contracting Services - Renewal #3			
6. Contract Monitor: Mary Bowers		8. Contract Type:	
7. Dept/Office Director: Marc Bernath		CONSTRUCTION	
9. Type of Procurement: Request for Qualifications (RFQ)			

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bowers, Mary <small>Digitally signed by Bowers, Mary Date: 2021.11.18 09:26:48 -05'00'</small>
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bowers, Mary <small>Digitally signed by Bowers, Mary Date: 2021.11.24 07:44:14 -05'00'</small>
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Darling, Steven <small>Digitally signed by Darling, Steven Date: 2021.11.18 15:49:53 -05'00'</small>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt <small>Digitally signed by Lairsey, Matt Date: 2021.11.18 10:04:56 -05'00'</small>
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Hamilton Roofing, Inc.		2. Amount: continuing	
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6. Contract Monitor: Mary Bowers		8. Contract Type:	
7. Dept/Office Director: Marc Bernath		CONSTRUCTION	
9. Type of Procurement: Request for Qualifications (RFQ)			

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bowers, Mary <small>Digitally signed by Bowers, Mary Date: 2021.11.18 09:26:48 -05'00'</small>
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	_____
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Schverak, Christine <small>Digitally signed by Schverak, Christine Date: 2021.11.18 14:02:05</small>

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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

THIRD RENEWAL AND AMENDMENT
HAMILTON ROOFING
CONTINUING SERVICES CONTRACT

THIS AMENDMENT is made and entered into this 23 day of November, 2021 by and between the following Parties: **HAMILTON ROOFING, INC.**, hereinafter referred to as "CONTRACTOR," and the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY."

RECITALS:

WHEREAS, the Parties hereto have previously entered into a CONTRACT on April 16, 2019 to provide continuing roofing contracting services under a continuing contract for projects in which construction costs do not exceed \$2 million or for projects that may be funded or submitted for reimbursement by/through the Federal Emergency Management Agency; and

WHEREAS, the original term of the Contract was for one (1) year with provision for three (3) renewals of one year each; and

WHEREAS, this is the third and final renewal of the CONTRACT; and

WHEREAS, the Parties hereto desire to extend the term of said CONTRACT for an additional period of time and make one amendment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereby agree, as follows:

1. The Recitals above are true and correct and incorporated into this Contract by this reference.
2. The CONTRACT between the Parties, signed April 16, 2019, and renewed on December 31, 2019 and January 12, 2021, respectively, is further renewed through an expiration date of April 15, 2023, under the same terms and conditions otherwise expressed therein.
3. All terms and conditions of the previous CONTRACT, which is incorporated herein by this reference, not inconsistent with the provisions of this CONTRACT, shall remain in full force and effect.
4. EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify).
 - a. The CONTRACTOR shall utilize the U.S. 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. Upon request, CONTRACTOR shall

provide acceptable evidence of their enrollment at the time of the submission of the CONTRACTOR's bid. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.

b. CONTRACTOR shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract.

c. In accordance with section 448.095, Florida Statutes, CONTRACTOR agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the COUNTY consistent with the terms of CONTRACTOR's enrollment in the program.

d. 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.

e. 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.

f. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

g. COUNTY will not intentionally award a publicly-funded contract to any CONTRACTOR who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 United States Code (USC) section 1324a(e)(section 274A(e) of the Immigration and Nationality Act (INA). The COUNTY shall consider a CONTRACTOR's intentional employment of unauthorized aliens as grounds for immediate termination of this contract.

5. CONTRACTOR will complete and return the Foreign Disclosure Form, attached as Exhibit "A" and CONTRACTOR make any required disclosures to the State of Florida.

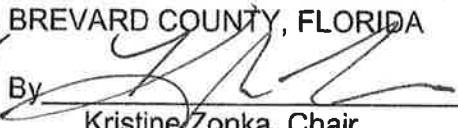
(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have executed this Amendment on the date first written above by their representatives, fully authorized by all required action to sign on behalf of and to bind that Party to the obligations herein.

ATTEST:

By 
Rachel Sadoff, Clerk

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

By 
Kristine Zonka, Chair
As approved by the Board: 08/14/2018

HAMILTON ROOFING, INC.

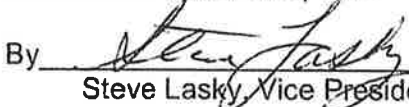
By 
Steve Lasky, Vice President

EXHIBIT "A"

DISCLOSURE FORM

FOREIGN INFLUENCE ON CONTRACTS OR GRANTS HAVING A VALUE OF \$100,000 OR MORE

Summary of Form: In order for the County to comply with section 286.101, Florida Statutes, all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of \$100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined below. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

I. SECTION I. Please answer yes or no to each statement below:

- YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE UNDER \$100,000. If yes, this disclosure form as been completed. Please sign and date at the bottom.
- YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE OF OVER \$100,000. If yes, proceed to the next question.
- YES / NO I HAVE MADE A FOREIGN INFLUENCE DISCLOSURE ONLINE WITH THE DEPARTMENT OF FINANCIAL SERVICES. If yes, please proceed to SECTION IV and provide the date of the disclosure, your name and address. Then sign and date at the bottom.

II. SECTION II. Please answer yes or no to the statement below:

- YES / NO Bidder/Grantee has (1) a current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan Regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern); and (2) such interest, contract, or grant or gift has a value of \$50,000

or more; and (3) such interest existed, or such contract or grant or gift was received or in force at any time during the previous five years.

III. SECTION III. If you answered NO to SECTION II, you have completed this form. Please sign/date at the bottom. If you answered YES to SECTION II, then answer YES or NO to the following:

YES / NO This is a proposal to sell commodities through an online procurement programs established pursuant to section 287.057(22), Florida Statutes.

YES / NO This is a proposal from an entity that discloses foreign gifts or grants under section 1010.25 or section 286.101(2), Florida Statutes.

YES / NO This is a proposal from a foreign source that, if granted or accepted, would be disclosed under section 286.101(2) or section 1010.25, Florida Statutes.

YES / NO This is a proposal from a public or not-for-profit research institution with respect to research funded by any federal Agency.

IV. SECTION IV. If you answered YES to any question in SECTION III, you have completed this form. Please sign/date at the bottom. If you answered NO to all of the questions in SECTION III, then you must make the following disclosures online to the State of Florida Department of Financial Services before the County may contract with you or award you said grant. Please disclose the following:

Date Disclosure of the information below was made by Bidder/Grantee to the State of Florida Department of Financial Services online: _____

Name of Bidder/Grantee: _____

Mailing Address of Bidder/Grantee: _____

Value of the Contract/Grant or Gift: _____

Foreign Country of Concern or the Agency or other entity under the significant

Control of such Foreign country of Concern: _____

Date of Termination of the contract or interest with the Foreign Country of Concern:

Date of Receipt of the Contract/Grant or Gift: _____

Name of the agent or controlled entity that is the source or interest holder:

I verify that the information provided on this form is true and correct, and that I am duly authorized to make said binding disclosures on behalf of myself or my Company, as applicable.

Signature: _____

Date: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me by means of physical presence or online notarization, this _____ day of _____, _____, by (name of person making statement).

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

_____ Personally Known OR _____ Produced Identification

Type of Identification Produced _____