



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.13.

10/22/2019

Subject:

Permission to add RedZone Robotics as a cooperative contract to the Vendor of Record List for Sewer Line & Manhole Assessments

Fiscal Impact:

Funding for the proposed sewer line assessment has been programmed in the department's operating budget for the Merritt Island (\$475,000) and Port St. John (\$50,000) wastewater service areas.

Dept/Office:

Utility Services

Requested Action:

1. It is requested that the Board approve the use of a cooperative contract for RedZone Robotics as a vendor of record, piggybacking the City of Palm Bay contract for FY 20.
2. Approve the issuance of a blanket purchase order and authorize the Commission Chair to execute the resulting contract which exceeds \$100,000.00, subject to review and prior approval from the, County Manager's Office, County Attorney's Office and Risk Management.

Summary Explanation and Background:

Approval of the above-mentioned action allows the Utility Services Department's effort to continue to address leaking/damaged gravity sewers and manholes by assessing each segment to determine if any form of improvement/rehabilitation is needed. This assessment will utilize a NASSCO (National Association of Sewer Services Companies) coding which is a nationally recognized methodology of assessing such assets.

In FY 19, RedZone was approved via piggyback with the Palm Bay contract and performed gravity sewer assessments throughout the South Beaches and Barefoot Bay areas. Per the information provided through this exercise, it allowed the Department to improve on the strategy of spending for I&I reduction.

Approval of this contract will allow the Department to continue with such program.

Clerk to the Board Instructions:

254



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

October 23, 2019

RECEIVED

OCT 29 2019

UTILITY SERVICES

MEMORANDUM

TO: Edward Fontanin, Utility Services Director

RE: Item F.13., Permission to add RedZone Robotics as a Cooperative Contract to the Vendor of Record List for Sewer Line and Manhole Assessments

The Board of County Commissioners, in regular session on October 22, 2019, approved the use of a cooperative contract for RedZone Robotics as a vendor of record, piggybacking the City of Palm Bay Contract for Fiscal Year 2020; approved the issuance of a blanket Purchase Order; and authorized the Chair to execute the resulting contract which exceeds \$100,000.00, subject to review and prior approval from the County Manager's Office, County Attorney's Office, and Risk Management.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/kp

cc: Finance
Budget



BOARD OF COUNTY COMMISSIONERS

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

Inter-Office Memo

TO: Commissioner Kristine Isnardi, Chair

THRU: Frank Abbate, County Manager *[Signature]*
John Denninghoff, Assistant County Manager *[Signature]*

FROM: Edward Fontanin, Utility Services Director *[Signature]*

DATE: November 7, 2019

SUBJ: Execution of Utility Service System-Wide Sewer Assessments Contract:
RedZone Robotics, Inc.

RECEIVED

NOV 07 2019

County Manager's
Office

On October 22, 2019, the Brevard County Board of County Commissioners voted to approve the use of a cooperative contract for RedZone Robotics as a vendor of record, piggybacking the City of Palm Bay Contract for Fiscal Year 2020. The Board also approved the issuance of a blanket Purchase Order and authorized the Chair to execute the resulting contract subject to review and prior approval from the County Manager's Office, County Attorney's Office, and Risk Management.

This contract, in the amount of \$525,000.00 for sewer assessments has been reviewed and approved by the above departments.

Attached, please find three (3) original copies of the contract. Please execute each original where indicated. Upon completion, please return all of the originals to this Department and we will forward them to the Clerk for attestation.

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

Attachments

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: RedZone Robotics, Inc.		
2. Fund/Account #: 4150/365120/5340000	3. Department Name: Utility Services	
4. Contract Description: Utility Service System-Wide Sewer Assessments		
5. Contract Monitor: Rose Lyons	7. Contract Type: SERVICES	
6. Dept/Office Director: Edward Fontanin, PE		

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</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>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Edward Fontanin, PE <small>Digitally signed by Edward Fontanin, PE DN: cn=Edward Fontanin, o=Brevard County, ou=PE, email=fontanin@brevard.net, c=US</small>	11/05/2019
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt <small>Digitally signed by Lairsey, Matt DN: cn=Lairsey, Matt, o=Brevard County, ou=RM, c=US</small>	11/05/2019
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Abigail F. Jorandby <small>Digitally signed by Abigail F. Jorandby DN: cn=Abigail F. Jorandby, o=Brevard County, ou=CA, c=US</small>	11/05/2019

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	<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"/>

Contract for System-Wide Sanitary Sewer Categorization and Development of a Wastewater Asset Management Information System for Brevard County Utility Services Department Service Areas

This Contract, made and entered into as of this _____ day of _____, 2019, 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 RedZone Robotics, Inc., a foreign for profit corporation registered to do business in the State of Florida, located at 91 43rd Street, Suite 250, Pittsburgh, Pennsylvania 15201, hereinafter referred to as "Contractor".

Witnesseth:

Whereas, the County requires system-wide sanitary sewer categorization and development of a wastewater asset management information system for the County Utility Services Department Service Areas (hereinafter "Project"); and

Whereas, Contractor has previously entered into a Contract with the City of Palm Bay for the same services (hereinafter "City of Palm Bay Contract"), which is attached hereto and incorporated herein as "Exhibit A"; and

Whereas, the County has authorized the Purchasing Department to utilize and have access to Contracts of Florida City and County governments; and

Whereas, the County desires to access the City of Palm Bay Contract with Contractor for the performance of such services in accordance with the terms of the "Exhibit A".

Now, therefore, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

Section 1. Description of Services and Payment.

The Contract between the City of Palm Bay, Florida and Redzone Robotics, Inc., entered into on October 27, 2017 including any attachments, exhibits, amendments or renewals to the same is attached hereto and incorporated by referenced as "Exhibit A." County shall pay Contractor Five Hundred and Twenty-Five Thousand Dollars for the services as more fully described in "Exhibit B", a copy of which is attached hereto and incorporated by reference.

Section 2. Mutually Agreed Upon Amendments.

The County and Contractor mutually agree to adopt the definitions, terms and conditions of "Exhibit A" and further amend the following definitions, terms, and conditions of "Exhibit A" as follows:

- A. All references to the "City of Palm Bay" found within "Exhibit A" or referenced within "Exhibit A" shall for the purposes of this Contract be replaced with the words "Brevard County." All references to the term "City" in "Exhibit A" shall be replaced by the word "County", for the purposes of this Contract.
- B. The term of this Contract shall be from the effective date until October 31, 2020, unless terminated beforehand as provided for in this Contract.
- C. This Contract shall be interpreted and construed in accordance with the laws of the State of Florida with Venue for any action brought shall be in the Courts of the 18th Judicial Circuit of the State of Florida, in Brevard County.
- D. Contractor shall secure and the County shall pay for any Brevard County building permit or other County permits and governmental fees and licenses, any other entity/jurisdiction permits (i.e.: City of Titusville, City of Melbourne, etc.) necessary for proper execution of the Contract and which are legally required. County Impact and Solid Waste fees will also be paid by the County. Copies of all permits shall be submitted to the County.
- E. The Contractor shall comply with, and give notices required by any law, ordinance, rule or regulation and lawful orders of public authorities bearing on performance of the work required for the Project.
- F. If the Contractor performs work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without notice to the County, the Contractor shall assume full responsibility for such work and shall bear the attributable costs and liability.
- G. It is not the County's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, and such variance was not discoverable during the Contractor's review of these documents for the purpose of determining the price set forth in the Services Agreement attached hereto as "Exhibit B", the Contractor shall promptly notify the County, in writing, and necessary changes shall be accomplished by appropriate modification.
- H. All payments shall be made in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.
- I. No modification of this Contract shall be binding on the County or the Contractor unless reduced to writing and signed by a duly authorized representative of both the County and the Contractor.

Section 3. Employment Eligibility Verification (E-Verify).

A. The Contractor:

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

(2) shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the United States Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the 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 4. Public Records.

In the performance of this Contract, the Contractor shall keep books, records and accounts of all activities related to the Contract in compliance with generally accepted accounting procedures and in compliance with the Public Records Laws of the State of Florida (Including, but not limited to Chapter 119, Florida Statutes).

All records or documents created by Contractor or provided to Contractor by the County in connection with the activities or services provided by Contractor under the terms of this Contract, are public records and Contractor agrees to comply with any request for such public records or documents made in accordance with Chapter 119, Florida Statutes. Records, documents, books and accounts ordinarily and necessarily required for the performance of this Contract shall be kept, maintained and open for inspection

by the County, County's representative, and members of the public during regular business hours. The Contractor shall provide the public with access to public records on the same terms and conditions that the public agency provides the records and at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law (see also County Administrative Order, AO-47).

The Contractor shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Contract shall be subject to copyright by Contractor in the United States or any other country.

Should the County face any 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 agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Contractor shall hire and compensate attorney(s) to represent the Contractor and the County in defending such action. The Contractor shall pay all costs to defend such action and any costs and attorneys fees awarded pursuant to Section 119.12, Florida Statutes.

The Contractor shall meet all requirements for retaining public records and shall transfer, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to comply with the provisions of this Section, shall result in the County taking enforcement action against the Contractor including the cost to the County for gaining the Contractor's compliance which will include, but are not limited to, the gross hourly rate of the County's employee(s) contacts to the Contractor to obtain compliance with this Section, litigation filing fees and attorney's fees.

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) 633-2046 OR 2725 JUDGE FRAN JAMIESON WAY, BUILDING B, SUITE 203, VIERA, FLORIDA 32940.

Section 5. Notices.

- A. All notices required or permitted under this Contract shall be in writing and shall be deemed sufficiently served if sent in a manner requiring a signed receipt of

delivery, such as Federal Express, courier delivery, or if mailed, Registered or Certified mail, return receipt requested, in any case addressed as follows:

(1) To the County at the following address:

Edward Fontanin, PE, Director
Brevard County Utility Services Department
2725 Judge Fran Jamieson Way
Building A, Suite 213
Viera, Florida 32940

(2) To Contractor at the following address:

Redzone Robotics, Inc.
Attention: Jeff Graby
President
195 Thorn Hill Road, Suite 110
Warrendale, Pennsylvania 15086

- B. Either party may at any time designate a different address by giving written notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

Section 6. Negotiated Contract.

This Contract reflects the negotiation and agreement of the parties. Nothing contained herein shall be interpreted, by implication or otherwise, as inuring to the benefit or the disadvantage of one party in the absence of such mutual negotiation and agreement.

Section 7. Termination.

- A. Termination. Either party may terminate this Contract by giving the other party written notice at least thirty days prior to the effective date of termination. Upon receipt of written notice of termination, the Contractor shall provide only those services and incur only those expenses specifically approved or directed in writing by the County. All other rights and duties of the parties shall continue during such notice period, and the County shall be responsible to the Contractor for payment of any contract obligation incurred with third parties during this period only if approved in advance in writing by the County.
- B. Termination for Breach. This Contract may be terminated with ten days written notice by the County for cause upon failure of the Contractor to materially perform pursuant to any of the provisions or requirements set forth herein. Delivery of notice shall be made, in the event of such termination, to the Contractor at the address indicated above.

- C. Termination Billings. Upon termination of this Contract the Contractor shall bill the County for all amounts not previously billed and due the Contractor as of the date of termination.

Section 8. Independent Contractor.

It is hereby mutually agreed that the Contractor is and shall remain an independent contractor and is not an employee or agent of the County. The Contractor shall procure, pay for, and maintain Workers' Compensation insurance in an amount as required by law.

Section 9. Equal Opportunity Employment.

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

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, or age. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, nation origin, sex, or age. Such action shall include, but not be limited to employment, upgrading, demotion or transfer; recruitment or recruitment; 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 employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, national origin, sex or age.

Section 10. Assignment.

The County and the Contractor each bind itself and its successors, legal representatives, and assigns to the other party to this Contract, and to the partners, successors, legal representatives, and assigns of such other party, and in respect to all covenants of this Contract; and neither the County nor the Contractor shall assign nor transfer their interest in this Contract without the prior written consent of the other party.

Section 11. Claims for Services.

No claim for services rendered by Contractor not specifically provided for in this Contract will be honored by the County.

Section 12. Severability.

If any of the provisions contained in this Contract are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 13. Compliance with Laws.

The Contractor agrees to comply with all applicable federal, state and local laws, rules and regulations during the course of this Contract.

Section 14. Public Entity Crimes.

The Contractor hereby warrants and represents that the execution of this Contract by Contractor will not violate any provision in Section 287.131 through 287.133, Florida Statutes, pertaining to public entity crimes.

Section 15. Contract Documents Contain All Terms.

This Contract and all documents incorporated by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

In Witness Whereof, the parties have hereunto set their hands and seals on the day and year first above written.

ATTEST

Scott Ellis
Scott Ellis, Clerk

Brevard County Florida Board Of County Commissioners

By: *Bryan Andrew Lober*

BRYAN ANDREW LOBER VICE CHAIR
As Approved by the Board on October 22, 2019.

Reviewed for legal form and content:

Abigail Forrester Jorandby
Abigail Forrester Jorandby
Assistant County Attorney

ATTEST

Sydney Taylor Sherrick
NOTARY (signature)

Date: 11/7/19

Sydney Taylor Sherrick
Name (Typed or Printed)

(SEAL)

Redzone Robotics, Inc.

By: *Jeff Graby*
Jeff Graby, President

Date: 11/7/2019

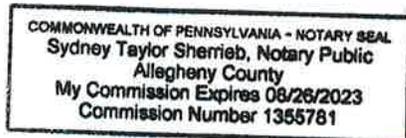


EXHIBIT A

**CITY OF PALM BAY
AMENDMENT TO CONTRACT # 63-0-2017
Wastewater Collection System Condition Assessment**

This amendment to contract is made and entered into this 15 day of August 2019, by and between the City of Palm Bay, a municipal corporation organized and existing under the State of Florida, hereinafter referred to as the "City" and RedZone Robotics, Inc., 195 Thorn Hill Road, Suite 110, Warrendale, PA 15086, hereinafter referred to as the "Contractor".

WHEREAS, the City and the Contractor entered into a Contract under the date of November 1, 2017, whereby the contractor would provide CCTV inspection of 75,000 lineal feet of the interior of 8 inch to 12 inch pipelines; and

WHEREAS, the City and Contractor desire to renew the term of said Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- I. The renewed term of agreement shall be November 1, 2019 through October 31, 2020.
- II. No price increases will be allowed.

In all other respects and, except as specifically modified and amended, the Contract dated, November 1, 2017, shall continue in full force and effect as written. The parties hereto execute this Amendment to become effective as of the date and year first above written.

CITY OF PALM BAY

RedZone Robotics, Inc.

Juliet Misconi, CPPO, CPPB
Chief Procurement Officer
Procurement Department

By: William J. Bergen
Name

Chief Executive Officer
Title

Juliet Misconi 8/15/19
Signature / Date

William J. Bergen 8/15/19
Signature / Date

**SERVICE AGREEMENT FOR WASTEWATER
COLLECTION SYSTEM CONDITION ASSESSMENT**

THIS AGREEMENT, made this 27th day of, Oct 2017, by and between the City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907, a Florida municipal corporation and political subdivision of the State of Florida, hereinafter referred to as City and RedZone Robotics, Inc. (25-1558769), 91 43rd Street, Pittsburgh, PA 15201, hereinafter referred to as "Contractor", for the term specified herein, with the City having the option to extend this Agreement for an additional period of time, upon mutual agreement of the parties, therefore, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents are hereby incorporated into and made part of this agreement.

- (i) Specifications and Contract Documents prepared by the City of Palm Bay, Wastewater Collection System Condition Assessment, RFP #63-0-2017/ET (Exhibit A).
- (ii) Proposal for the City of Palm Bay prepared by Contractor dated September 1, 2017, (Exhibit B).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. Specific direction from the City Manager (or designee).
- B. This Agreement dated 10-27, 2017 and any attachments.
- C. Exhibit A
- D. Exhibit B

II. SCOPE

The Contractor is to perform the Work under the general direction of the City as defined in the Request for Proposal and amendments, if any, the Request for Proposal and any amendments thereto being attached hereto as Exhibit "A" (CITY's Request for Proposal documents), incorporated by reference herein and made a part thereof as fully as if herein set forth.

Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the Work.

By signing this Agreement, the Contractor represents that it has thoroughly inspected the work site (as described in the Documents) and the weather, soil and water conditions that may affect it, and has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the work and the conditions under which the work is to be performed.

III. TERM OF AGREEMENT

The period of this Agreement shall be for twelve (12) months, beginning on November 1, 2017 and ending on October 31, 2018. This Agreement may, by mutual written assent of the parties, be extended for two (2) additional twelve (12) month periods or portions thereof, up to a cumulative total of thirty-six (36) months.

IV. COMPENSATION

The Contractor agrees to provide the services and materials as specified in its submittal to the City, and amendments, if any, the Bid and any amendments thereto being attached hereto as Exhibit "B", incorporated by reference herein and made a part hereof as fully as if herein set forth.

The amount as specified in Exhibit "B" may be increased or decreased by the City under this Agreement, through the issuance of a written Addendum.

Any prices specified in this Agreement or Addendum thereto, will remain firm for the term of this Agreement or Addendum period.

V. PAYMENT

Upon acceptance of work by using department of the City, employees and others, the City shall make payment to the Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using City department. All invoices shall be directed to the Accounts Payable Section, City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY PURCHASE ORDER NUMBER.

VI. GENERAL CONDITIONS

A. Patents

The Contractor shall pay all royalties and assume all costs arising from the use of, including but not limited to, any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. For other good and valuable consideration, Contractor shall, at its own expense, hold harmless and defend the City, and all persons and entities defined as the "City" elsewhere in this Agreement (hereinafter and through the Agreement as "City"), against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States or any other country. The Contractor shall pay all damages and costs awarded against and/or assessed or paid by the City and acknowledges other and additional good and valuable consideration for this provision. This provision is supplemental to the following Section B.

B. Indemnification

For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor, including but not limited to the Contractor's officers, officials, employees, representatives, agents, contractors officers, etc., subcontractors and their officers, etc. (hereinafter Contractor) hereby agrees to indemnify, hold harmless and defend the City of Palm Bay, including but not limited to its officers, agents, subcontractors, officers, officials, representatives, volunteers, employees and all those others acting on the City's behalf (hereinafter City) against any and all liability, loss, cost, damages, expenses, claims or actions of whatever type or nature, including but not limited to attorney and expert fees and suit cost, for trials and appeals, that the City may pay, sustain, or incur arising wholly or in part due to any negligent or deliberate act, error or omission of Contractor in the execution, performance or non-performance or failure to adequately perform Contractor's obligation pursuant to this Agreement.

Nothing contained in this Agreement is in any manner Intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28. No claim or award against the City shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest.

In addition, Contractor shall indemnify, defend and hold harmless City against all liability, costs, expense, expert witnesses' fees, attorney's fees, claims, losses or damages that the City may incur arising from the following:

- a. A violation by Contractor of any applicable federal, state or local law, rule or regulation including, without limitation, performance conditions in this Agreement;
- b. Any penalty or fine incurred by or assessed against City to the extent caused by any act of the Contractor;
- c. Any injury, illness, disease, death or other harms suffered or incurred by any employee of Contractor, resulting from the failure of Contractor to comply with applicable health and safety procedures, regardless of whether or not the entity involved has adopted OSHA or EPA safety and health protocols and procedures;
- d. Any patent or copyright infringement by Contractor;
- e. Any lien or other claim by contractor inconsistent with this Agreement;
- f. Any obligation of City resulting from Contractor's errors, omissions or breach of obligation.

C. Environmental Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall

be responsible for examining all federal, state and local requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

Nothing contained in this Agreement shall affect Contractor's status as an independent contractor. Contractor shall ensure that the provisions of this Agreement are made binding on all persons or entities who perform on Contractor's behalf. A violation of this provision shall be considered to be a material and substantial breach of this Agreement.

D. Termination

The City reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate.

The City may terminate with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of the City.

In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the contractor of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the City.

E. Notice of Deficiency

If the Contractor is notified in writing of a fault, deficiency or error in the equipment, materials, Work or criminal records of employees provided within ten (10) days from the discovery of any fault, deficiency or error of the Work, the Contractor shall, at the City's option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or 2) refund to the City, any amounts paid by the City that are attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other Contractors.

F. Default

An event of default shall mean a breach of this Agreement by Contractor as determined by City. An event of default shall include but not be limited to the following:

- a. Contractor has not performed services on timely basis;
- b. Contractor has refused or failed to supply enough properly-skilled personnel;
- c. Contractor has failed to make prompt payment to subcontractors or

- suppliers for any services;
- d. Contractor has failed to fulfill representations made in this Agreement;
 - e. Contractor has refused or failed to provide the Services as defined in this Agreement; or
 - f. Contractor has failed to timely address a fault, deficiency or error in the equipment, materials, Work or criminal records of employees as provided in the Notice of Deficiency.

If a contractor is in default on its contract with the City, the City shall follow the procedures contained herein:

- a. The City shall notify, in writing, the Contractors to adhere to contract terms and conditions. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure within a reasonable time period. The notice will also provide that, should it fail to perform within the time provided, the contractor will be found in default and removed from the City's approved vendor list.
- b. Unless the Contractor corrects its failure to perform within the time provided, or unless the City determines on its own investigation that the Contractor's failure is legally excusable, the City shall find the Contractor in default and shall issue a second notice stating (i) the reasons the Contractor is considered in default, (ii) that the City will repro cure or has repro cured the commodities or services, and (iii) and the amount of the repro curement if known.
- c. The defaulting Contractor will not be eligible for award of a contract by the City until such time as the City is reimbursed by the defaulting Contractor for all repro curement costs. Repro curement costs may include both administrative costs and costs or price increases incurred or to be incurred as a result of the repro curement.
- d. Pursuant to Section 38.14, Procurement Code of Ordinance, the defaulting Contractor will be advised of their right to initiate written protest proceedings pursuant to Section 38.13 of the Procurement Ordinance within five (5) business days after the date of notification.
- e. Until such time as it reimburses the City for all repro curement costs and the City is satisfied that further instances of default will not occur, the defaulting Contractor shall not be eligible for award of a contract by the City. To satisfy the City that further instance will not occur; the defaulting Contractor shall provide a written corrective action plan addressing the original grounds for default.

The forgoing provisions do not limit, waive or exclude the City's remedies against the defaulting contractor at law or in equity.

G. Warranty

The Contractor warrants that the Work including, but not limited to the equipment, materials and employees provided shall conform to professional standards of care and practice in effect at the time the Work is performed, shall be of the highest quality and be free from all faults, defects or errors. Whenever required by the specifications of the Request for Proposal, the

Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the equipment, materials, Work or criminal records of employees provided within ten (10) days from the discovery of any fault, deficiency or error of the Work, the Contractor shall, at the City's option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or 2) refund to the City, any amounts paid by the City that are attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other Contractors.

ALL EQUIPMENT AND MATERIALS PROVIDED AND USED BY THE CONTRACTOR SHALL BE MERCHANTABLE AND BE FIT FOR THE PURPOSE INTENDED. THE CONTRACTOR SHALL BE LIABLE FOR SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING FROM ANY WORK PERFORMED UNDER THIS AGREEMENT.

H. Time of Completion

The parties understand and agree that time is of the essence in the performance of this Agreement. Neither the Contractor nor the City shall be liable for any loss or damage resulting from any delay or failure to perform its contractual obligations within the time specified due to but not limited to acts of God, any force majeure, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, natural or man-made disasters, or any other causes, contingencies or circumstances not subject to either the Contractor's or City's control, that prevent or hinder the performance of the Contractor's or City's contractual obligations. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Contractor's or City's performance by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City may at its discretion, cancel this Agreement at its sole discretion for the convenience of the City and the Contractor shall only be entitled to compensation for all work satisfactorily performed and the limitation of damages provision contained in Section VII - LIMITATION OF LIABILITY shall apply.

I. Liquidated Damages

Parties agree that damages are difficult to determine but the following liquidated damages are agreed to be a reasonable cost for any delays: If the Contractor shall neglect, fail or refuse to complete the Work within the time specified, or any proper extension thereof granted by the City, then the Contractor hereby agrees, as part consideration for awarding the Agreement, to pay the City the sum of One-Hundred Dollars (\$100.00), for each and every calendar day that the Contractor shall be in default after the time stipulated in the Agreement for completing the Work. The Contractor and City acknowledge and agree that said sum is not a penalty but liquidated damages for breach of contract.

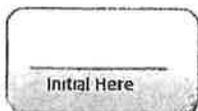
The City and Contractor agree that the damages that will be incurred by the City as a result of Contractor's delay in meeting a completion date are of a kind difficult to accurately estimate, and the Contractor further agrees that the amount herein provided is a reasonable forecast of the damages that will actually be incurred by the City in the event of any such delay and not a penalty. For other and additional good and valuable consideration the receipt of which is hereby acknowledged by the parties hereto, the Contractor covenants and agrees that in the event of any delay of construction and notwithstanding the reason for the delay or who caused the delay or whether it was caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect office financial damages, expenses, impacts or losses for extended corporate or office overhead impacts, extended project overhead impacts, project support services, extended support services impacts, inadequate drainage system impacts, unsuitable subsurface conditions impacts, non-cooperation of Contractor's, subcontractors or any independent, non-affiliated contractors impacts for other contractors' conduct or failure to perform, or by whatever other label or legal label, concept or theory, or any business damages, or business losses, or financial impacts of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have no application or effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

J. **Insurance Requirements:**

The Contractor, and its subcontractors, subconsultants, assignees and suppliers, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

- a. **Commercial General Liability:** The contractor shall provide combined single minimum limits of \$1,000,000.00 each occurrence / \$2,000,000.00 general aggregate for bodily injury and property damage liability. This shall include premises/operations, products, completed operations, personal and advertising injury, and contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing to any insurance maintained by the City of Palm Bay and shall name the City of Palm Bay as an additional insured. The policy of insurance shall be written on an "occurrence" basis and form.
- b. **Automobile Liability:**
Contractor shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:
 - Owned Automobiles
 - Hired Automobiles
 - Non-Owned Automobiles
- c. **Umbrella / Excess Liability:**
Contractor shall provide umbrella/excess coverage with limits of no less than \$1,000,000.00 excess of Commercial General Liability, Automobile Liability and Employers Liability. ****This coverage is optional if the**

Contractor has \$2,000,000 General Aggregate under the Commercial General Liability Policy**



d. Workers' Compensation Coverage:

Full and complete Workers' Compensation Coverage, including coverage for Employer's Liability, as required by State of Florida law, shall be provided. **Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the City of Palm Bay MUST be included on that PEO roster.**

Insurance Certificates:

The City of Palm Bay is to be specifically included as an additional insured on all certificates of insurance (with exception to Workers Compensation). Waiver of Subrogation is required for Commercial General Liability and Automobile Liability. All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty - (30) days prior to said expiration date. The certificate shall provide a thirty - (30) day notification clause in the event of cancellation or modification to the policy.

The Contractor shall declare any self-insured retention or deductible amount in excess of \$5,000 for any policy. The City reserves the right to reject any self-insured retention or deductible in excess of \$5,000.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the contractor to ensure that all subcontractors comply with the insurance requirements set forth in this Agreement. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the Insurance carrier.

Contractor shall obtain insurance on an "occurrence" basis if such insurance is available at commercially reasonable premium costs. Any insurance on a "claim made" basis shall be maintained for at least three (3) years after acceptance of the Work.

K. Acceptance

The City will be deemed to have accepted the Work after the Purchasing Agent is notified by the appropriate City department(s) of its satisfaction that the work for their respective department(s) is completed.

L. Correction of Work

The Contractor shall promptly correct all Work rejected by the City for failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected Work.

M. Right to Audit Records

The City reserves the right to audit the records of the Contractor related to this Agreement at any reasonable time during the prosecution of the work included herein and for a period of three (3) years after termination of the date of the contract. The Contractor agrees to provide copies of any records necessary to substantiate payment requests to the City as may be requested by the City, solely at the cost of reproduction.

N. Public Records

The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records law. Specifically, the Contractor shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service.
- b. Provide the agency with access to public records 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 that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfers to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of the Contractor to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

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 City of Palm Bay purchasing and Contracts Division, 120 Malabar Road, SE, Palm Bay, Florida 32907; 321-952-3424; or purchasing@pbfl.org.

O. Time is of the Essence

The parties agree that time is of the essence in the completion of the Work called for under this Agreement. By executing this Agreement, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

The Contractor agrees that all Work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress that will ensure full completion thereof within the time specified.

P. Information

All information, including but not limited to data, documents, plans, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to this Agreement, excluding previously copywritten materials, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

Q. Extra Work

The City, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by written Addenda to this Agreement, and shall be executed under the applicable conditions of the Agreement.

If the Contractor plans to make a claim for an increase in the Agreement price or an extension in the Agreement Schedule/Term, written notice shall first be given to the City within ten (10) calendar days after the occurrence of the event giving rise to such a claim. The Contractor shall give this written notice to the City, together with written approval secured from the Purchasing Agent before proceeding to execute the Work.

No claim for extra work will be considered valid by the City unless first approved by the City in writing with Contractor's claim submitted in writing.

R. Familiarity With The Work

The Contractor by executing this Agreement acknowledges full, total and complete understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for or be bound by any claimed misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as its stated unequivocal commitment to fulfill all the conditions referred to in this Agreement.

S. Title and Risk of Loss

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

T. Independent Contractor, Assignment and Subcontracts

In the performance of the Work, Contractor shall operate and have the status of an independent contractor and shall not act as or be an agent or employee of City.

This Agreement cannot be assigned without the written approval of the City. Assignment may be made solely at the discretion of the City, and the City's decision will be final. Contractor shall obtain the consent of City, in writing, of each subcontractor it intends to use before entering into a contract with any subcontractor.

Contractor shall advise each prospective subcontractor of these requirements and shall assure that each subcontractor complies with them.

U. Inspection and Non-Waiver

Contractor shall permit the representatives of City to inspect and observe the Work at all times.

The failure of City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as waiver of City'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.

V. Notices

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

To the Contractor: Dan Yingst - CEO
 RedZone Robotics, Inc.
 91 43rd Street
 Pittsburgh, PA 15201

To the City: Chief Procurement Officer
 City of Palm Bay
 120 Malabar Road, SE
 Palm Bay, FL 32907

With a copy to: City Manager
 City of Palm Bay
 120 Malabar Road, SE
 Palm Bay, FL 32907

W. No Liens

Contractor acknowledges that Contractor or any other person directly or indirectly acting for or through Contractor are legally unable to file a mechanic's or construction lien against the real property on which the work is performed or any part thereof or against any personal property or improvements thereon or make a claim against any monies due or to become due from the City to Contractor for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to inform all subcontractors of such inability and further agrees to satisfy, remove, or discharge any liens or claims that may be filed at its own expense by bond, payment, or otherwise within twenty (20) days of the filing thereof or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation hereby, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

VII. LIMITATION OF LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the City shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the City from taking corrective action against the Contractor.

VIII. MISCELLANEOUS PROVISIONS

- A. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.
- B. The Contractor's employees are required to obtain, at no charge, from the City's Human Resources Department, a security identification badge prior to performance of its awarded contract. This law is established by the City Council through the City Ordinance Number 2007-48, Public Protection Act, as amended by City Ordinance Number 2007-96, with an effective date of November 15, 2007.
- C. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless written and signed by the Chief Procurement Officer.
- D. The Contractor shall procure all permits, licenses, and certificates for the proper execution and completion of the Work under this Agreement, including any approvals of plans or specifications as may be required or federal, state and local laws, ordinances, rules, and regulations.
- E. Award of this contract shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the

City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.

- F. This Agreement shall be governed by and construed according to the laws of the State of Florida, and the rights of the parties hereto shall be construed and be subject to the laws of the State of Florida. The parties hereby waive the right to a trial by jury in any action, proceeding or counterclaim brought or filed by either of them against the other. Venue for any court action arising out of this Agreement shall be in Brevard County, Florida.
- G. The undersigned hereby certify that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that he/she is authorized to enter into this Agreement and to execute it on behalf of the Contractor as the act of the said Contractor, and the City will rely upon such execution by the Contractor's representative.
- H. This Agreement is for the exclusive benefit of the parties. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.
- I. This Agreement, including Exhibits "A" and "B", 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.
- J. If any term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of this Agreement shall be unaffected thereby and each remaining term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

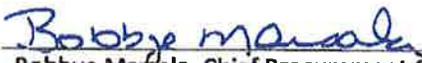
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above

CITY OF PALM BAY, FLORIDA

Approved By City Council On: October 17, 2017

ATTEST:


Terese Jones, City Clerk

By: 
Bobby Marsala, Chief Procurement Officer

REDZONE ROBOTICS, INC.

WITNESS:


Name - Printed


Signature

By: 
Signature

DAN YINAST CEO
Name and Title

REDZONE ROBOTICS
Name of Company

91 43rd street
Mailing Address

Pittsburgh, PA 15201
City, State, Zip

412-476-8980
Telephone Number

Quote No. 63-0-2017/ET Wastewater Collection System Condition Assessment		Altair Environmental Group		Enviro Waste Services Group		National Water Main		RedZone Robotics	
		710 S. Milwee Street Longwood, FL 32750 407-339-7134/407-339-6618 admin@altairenvironmental.com		18001 Old Cutler Rd, Ste 554 Palmetto Bay, FL 33157 877-637-9665/877-637-9659 bidreg@nwmc.com		1806 Newark Turnpike Kearny, NJ 07032 973-483-3200/973-483-5065 bidreg@nwmc.com		91 43rd Street Pittsburgh, PA 15201 412-476-8980/412-476-8981 svingst@rezone.com	
Item	Description	UOM	QTY	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Condition Assessment Per Specifications	LF	75000	\$1.85	\$138,750.00	\$0.90	\$67,500.00	\$0.80	\$60,000
2	Data Analysis Software Program, Licensing, Maintenance Support, Upgrades, Training, Data Storage and Hosting for Year 1	LS	1	\$1,500.00	\$1,500.00	\$8,500.00	\$8,500.00	\$0.00	\$0.00
3	Convert Existing Video of NASSCO Coding	LF	50000	\$0.05	\$2,500.00	\$0.30	\$15,000.00	\$0.18	\$9,000.00
TOTAL PROPOSAL PRICE					\$142,750.00		\$91,000.00		\$69,000.00
4	Annual Software Maintenance Fee for Years 2-5	YR	4	\$0.00	\$0.00	\$400.00	\$1,600.00	\$6,000.00	\$24,000.00
5	Annual Data Storage Fee for Years 2-5	YR	4	\$350.00	\$1,400.00	\$1,000.00	\$4,000.00	\$0.00	\$0.00
6	Video/Inspection of Manholes	EA	4,500	\$39.00	\$175,500.00	\$125.00	\$562,500.00	\$130.00	\$585,000.00
7	GPS Location of Manholes	EA	4,500	\$19.00	\$85,500.00	\$25.00	\$112,500.00	\$35.00	\$157,500.00

Quote No. 63-0-2017/ET Wastewater Collection System Condition Assessment				Vacvision Environmental 10200 US Hwy 92 East Tampa, FL 33610 864-236-7478/813-626-0777 WKINGEERV@VAC-VISION.COM	
Item	Description	UOM	QTY	Unit Price	Total
1	Condition Assessment Per Specifications	LF	75000	\$1.25	\$93,750.00
2	Data Analysis Software Program, Licensing, Maintenance Support, Upgrades, Training, Data Storage and Hosting for Year 1	LS	1	\$45,000.00	\$45,000.00
3	Convert Existing Video of NASSCO Coding	LF	50000	\$1.25	\$62,500.00
TOTAL PROPOSAL PRICE					\$201,250.00
4	Annual Software Maintenance Fee for Years 2-5	YR	4	\$15,000.00	\$60,000.00
5	Annual Data Storage Fee for Years 2-5	YR	4	\$15,000.00	\$60,000.00
6	Video/Inspection of Manholes	EA	4,500	\$100.00	\$450,000.00
7	GPS Location of Manholes	EA	4,500	\$100.00	\$450,000.00

POSTING DATE
October 19, 2017

NOTICE OF AWARD

The Chief Procurement Officer of the City of Palm Bay, Florida has awarded the following:

Solicitation No.	Title of Solicitation	Contractor Information	Amount of Award
RFP #63-0-2017/ET	Wastewater Collection System Condition Assessment	RedZone Robotics, Inc. 91 43 rd Street Pittsburgh, PA 15201 Phone 412-476-8980 Fax 412-476-8981 Email: dyingst@redzone.com	\$146,000.00

**CITY OF PALM BAY
AMENDMENT TO CONTRACT # 63-0-2017
Wastewater Collection System Condition Assessment**

This amendment to contract is made and entered into this 20th day of July, 2018, by and between the City of Palm Bay, a municipal corporation organized and existing under the State of Florida, hereinafter referred to as the "City" and Red Zone Robotics, Inc., 91 43rd Street, Pittsburgh, PA 15201, hereinafter referred to as the "Contractor".

WHEREAS, the City and the Contractor entered into a Contract under the date of November 1, 2017, whereby the contractor would provide CCTV inspection of 75,000 lineal feet of the interior of 8 inch to 12 inch pipelines; and

WHEREAS, the City and Contractor desire to renew the term of said Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- I. The renewed term of agreement shall be November 1, 2018 through October 31, 2019.
- II. No price increases will be allowed.

In all other respects and, except as specifically modified and amended, the Contract dated, November 1, 2017, shall continue in full force and effect as written. The parties hereto execute this Amendment to become effective as of the date and year first above written.

CITY OF PALM BAY

Red Zone Robotics, Inc.

Bobbie Marsala, CPPO, CPPB, C.P.M.
Chief Procurement Officer
Procurement Department

By:

Don Young
Name

Chief Executive Officer
Title

Bobbie Marsala
Signature / Date 6-10-18

Don Young 7/20/2018
Signature / Date



EXHIBIT B

Proposal

Opportunity #: 105848

Project Name: Brevard County-Merritt Island

Basis of Understanding & Scope of Work: Per my discussion with Mr. Fontanin, RedZone Robotics will assess 554,588 LF of 8” through 12” sanitary pipe segments utilizing the sensor of CCTV resulting in PACP pipe defect coding. The data will be delivered within 30 days on a hard drive. Quantities are as follows, (8” – 493,054’) (10” – 43,295’) (12” – 18,239’). All deliverables and invoices to be received by client before September 30, 2020.

DETAILS

Create Date: 8/27/19 **Prepared By:** Doug Boccuti
Expiration Date: 11/30/19 **Email:** dboccuti@redzone.com

ACCOUNT INFORMATION

SCHEDULE

Contact Name: Ed Fontanin, P.E.

Entity: Brevard County Utility Services
2725 Judge Fran Jamieson Way
Building A Suite 213
Viera, FL 32940

Est. Time for Completion: TBD

Invoicing Procedure (Monthly):
Upon Delivery

Email: Edward.Fontanin@brevardfl.gov
Phone: 321-626-8542

VALUES AND PRICING

Description	Asset	Est. Qty	Unit	Unit Cost	Subtotal
8" Asset Characterization	Solo	493.054	LF	.80	\$394,443.20
10" Asset Characterization	Solo	43.295	LF	.80	\$34,636.00
12" Asset Characterization	Solo	18.239	LF	.80	\$14,591.20
				Total	\$443,670.40

EXCLUSIONS AND TERMS

- Payment Due Net 30 from Receipt of Invoice.
- Mobilization costs are included with the South Central and West Cocoa Projects.
- RedZone excludes bonding.
- Prevailing Wage: YES NO
 - This Proposal does not include payment of prevailing wages or certified payroll reporting. If payment of prevailing wages or submission of certified payroll reports is required, Client shall provide a wage determination sheet and/or certified payroll instructions.
- Client to provide Vendor Registration or Invoice Procedure form.
- Quantities above are estimated, and Billing will reflect actual quantities achieved.
- Recon Performed: YES NO
 - If recon of job site has not been performed, pricing above is subject to change based on field conditions.
- If access for inspection is an issue, Client and RedZone will coordinate appropriate plan for inspection prior to commencement of work and costs associated, if any.
- RedZone shall provide all the labor, equipment, and material required to perform the Project Scope.
- RedZone to provide traffic cones, if necessary. All other traffic control is responsibility of Client.
- RedZone shall work 7 days/nights a week, excluding holidays. Workplan schedule shall be coordinated with Project Managers prior to commencement of work.
- Did Client identify any additional Insurance or Safety Requirements? YES NO
 - If YES, please provide details.
- Additional mobilization fee may apply, if needed for any reason.
- Signatures to be executed by authorized agents prior to commencement of work.

DELIVERABLES

Sample deliverables can be found at the following link and correspond based on robotic platform required for scope of work. Any additional deliverable requirements should be mentioned here.

<https://redzone.box.com/s/x43jhcxpb0m6mbqx2l3j0ax19s8223ta>

Signatures below agree to deliverable provided.

SIGNATURES

RedZone Robotics

Client

Signature _____

Signature _____

Print _____

Print _____

Title _____

Title _____

Date _____

Date _____

GENERAL TERMS AND CONDITIONS

- 1) General Conditions.** These general terms and conditions are incorporated by reference into the proposal and are part of the Agreement which services are to be performed by RedZone for the proposal recipient (the Client). Client's signature and return of the proposal are presented, or Client's authorization of RedZone to commence the work, shall constitute acceptance of all its terms and conditions.
- 2) Client's Responsibilities.** Client shall be responsible for all requirements and instructions that it furnished to RedZone pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Client to RedZone pursuant to this Agreement. RedZone may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items. Client shall arrange for safe access to and make all provisions for RedZone to enter upon public and private property as required to perform services under the Agreement. Client shall inform RedZone in writing of any specific requirements of safety or security programs that are applicable to RedZone, as a visitor to any Site under study in advance of performing services. If RedZone cannot continue its work due to circumstances caused or allowed by Client's act or omission and to the extent such Client does not provide written notice to RedZone of such circumstance a reasonable period of time prior to RedZone commencing (or attempting to commence) work, then RedZone reserves the right to charge Client for downtime and hourly costs and expenses on a time and material basis, including without limitation modification of travel or lodging plans.
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- 4) Pre-existing Conditions.** RedZone will not be responsible for liability, loss, or expense (including damage caused by the backup of basement sewers) where the primary cause of the claim or damage is pre-existing conditions including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of RedZone's work at the location in question. Client is responsible for loss of service equipment caused by the pre-existing conditions at the jobsite.
- 5) Environmental Conditions.** All debris to be encountered by RedZone during performance of the onsite Services hereunder is represented by Client to RedZone to be non-hazardous, requiring no manifesting or special permitting. Client shall be responsible for any additional costs or claims associated with the treatment, storage, disposal of the removed debris, or breach of the above representation, at any time during or after the completion of the project.
- 6) Limitations of Liability.** In no event shall RedZone be liable for any indirect, special, or consequential loss or damage arising out of any work performed for Client. RedZone is not responsible for the rendering of or failure to render architectural, engineering, or surveying professional services. Client and RedZone waive all rights of subrogation for claims covered by the parties' insurance.
- 7) Scope Limitations.** Any material, equipment, structure, or service item that is not explicitly a part of this Agreement is specifically excluded from Contractor's Work.
- 8) Performance Dates.** The performance schedule, if stated in the proposal, is approximate and is not guaranteed by RedZone. RedZone shall not be liable for delays in the progress of the Work due to acts of government, acts of God, adverse weather, war, riot, labor disputes, civil insurrection or any other causes beyond RedZone's reasonable delays. Further, RedZone shall not be responsible for delays in the project cause by the failure of material/equipment suppliers to deliver material, equipment or services in the time and manner agreed upon or in the time and manner anticipated.
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- 10) Entire Agreement.** This proposal together with any written documents, including the Contract for SystemoWide Sanitary Sewer Categorization and Development of a Wastewater Asset Management Information System for Brevard County Utility Services Department Service Areas, which may be incorporated by specific references herein, constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. The waiver by RedZone of any term, condition or provision herein stated shall not be construed to be a waiver of any other term, condition or provision hereof.



Proposal

Opportunity #: 105848

Project Name: Brevard County-Port St John

Basis of Understanding & Scope of Work: Per my discussion with Mr. Fontanin, RedZone Robotics will assess 56,361 LF of 8” through 12” sanitary pipe segments utilizing the sensor of CCTV resulting in PACP pipe defect coding. The data will be delivered within 30 days on a hard drive. Quantities are as follows, (8” – 54,805’) (10” – 1467’) (12” - 89’). All deliverables and invoices to be received by client before September 30, 2020.

DETAILS

Create Date:	8/27/19	Prepared By:	Doug Boccuti
Expiration Date:	11/30/19	Email:	dboccuti@redzone.com

ACCOUNT INFORMATION

Contact Name: Ed Fontanin, P.E.

Entity: Brevard County Utility Services
2725 Judge Fran Jamieson Way
Building A Suite 213
Viera, FL 32940

SCHEDULE

Est. Time for Completion: TBD

Invoicing Procedure (Monthly):
Upon Delivery

Email: Edward.Fontanin@brevardfl.gov
Phone: 321-626-8542

VALUES AND PRICING

Description	Asset	Est. Qty	Unit	Unit Cost	Subtotal
8" Asset Characterization	Solo	54,805	LF	.80	\$ 43,844.00
10" Asset Characterization	Solo	1,467	LF	.80	\$ 1,173.60
12" Asset Characterization	Solo	89	LF	80.	\$71.20
Total					\$45,088.80

EXCLUSIONS AND TERMS

- Payment Due Net 30 from Receipt of Invoice.
- RedZone excludes bonding.
- Prevailing Wage: YES NO
 - This Proposal does not include payment of prevailing wages or certified payroll reporting. If payment of prevailing wages or submission of certified payroll reports is required, Client shall provide a wage determination sheet and/or certified payroll instructions.
- Client to provide Vendor Registration or Invoice Procedure form.
- Quantities above are estimated, and Billing will reflect actual quantities achieved.
- Recon Performed: YES NO
 - If recon of job site has not been performed, pricing above is subject to change based on field conditions.
- If access for inspection is an issue, Client and RedZone will coordinate appropriate plan for inspection prior to commencement of work and costs associated, if any.
- RedZone shall provide all the labor, equipment, and material required to perform the Project Scope.
- RedZone to provide traffic cones, if necessary. All other traffic control is responsibility of Client.
- RedZone shall work 7 days/nights a week, excluding holidays. Workplan schedule shall be coordinated with Project Managers prior to commencement of work.
- Did Client identify any additional Insurance or Safety Requirements? YES NO
 - If YES, please provide details.
- Additional mobilization fee may apply, if needed for any reason.
- Signatures to be executed by authorized agents prior to commencement of work.

DELIVERABLES

Sample deliverables can be found at the following link and correspond based on robotic platform required for scope of work. Any additional deliverable requirements should be mentioned here.

<https://redzone.box.com/s/x43jhcxbom6mbqx2l3ioax19s8223ta>

Signatures below agree to deliverable provided.

SIGNATURES

RedZone Robotics

Client

Signature _____

Signature _____

Print _____

Print _____

Title _____

Title _____

Date _____

Date _____

GENERAL TERMS AND CONDITIONS

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