



BOARD OF COUNTY COMMISSIONERS

12/21/2021  
Utility Services Department  
2725 Judge Fran Jamieson Way  
Building A, Room 213  
Viera, Florida 32940

## Inter-Office Memo

Date: December 20, 2021

To: Kristine Zonka, Chair  
Board of County Commissioners

Through: Frank Abbate, County Manager *FA*

Through: John Denninghoff, Assistant County Manager *JD*

From: Edward Fontanin, Utilities Director *EF*  
Virginia Barker, Natural Resources Director *VB*

Subject: Professional Services Contract  
Indian River Lagoon Restoration Program  
Wade Trim, Inc.

This Contract is part of the elimination of prioritized septic tanks by extending wastewater collection to certain areas of Brevard County. This scope of work describes the services to be provided by Wade Trim for the data collection, preliminary design, final design and construction phase services for specified service areas and supporting work. The service areas will include North Merritt Island, South Merritt Island, and Little Hollywood.

This project was included in the FY 2021-22 Budget approved by the Board of County Commissioners in special session on September 14, 2021 in adopted Resolution 21-122 establishing the final budget for FY 2020-21. Funding for these services is from the Save Our Indian River Lagoon Trust Fund.

If you have any questions, please notify me at 350-8373.

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**CONTRACT REVIEW AND APPROVAL FORM**

**SECTION I - GENERAL INFORMATION**

<b>1. Contractor:</b> Wade Trim, Inc		<b>2. Amount:</b> 8,175,000.00	
<b>3. Fund/Account #:</b>		<b>4. Department Name:</b> Utilities Department	
<b>5. Contract Description:</b> Engineering Contract Template Draft for Septic to Sewer Conversion Projects			
<b>6. Contract Monitor:</b> Jennifer Thomas		<b>8. Contract Type:</b>	
<b>7. Dept/Office Director:</b> Utilities/ Eddie Fontanin		CONSULTANT	
<b>9. Type of Procurement:</b> 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"/>	Fontanin, Edward <small>Digitally signed by Fontanin, Edward Date: 2021.02.19 09:08:23 -05'00'</small>
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Reynolds, Stephanie <small>Digitally signed by Reynolds, Stephanie Date: 2021.02.19 12:52:34 -05'00'</small>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt <small>Digitally signed by Lairsey, Matt Date: 2021.02.24 09:04:38 -05'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Schverak, Christine <small>Digitally signed by Schverak, Christine DN: cn=Schverak, Christine, email=Christine.Schverak@brevard.gov Date: 2021.02.19 09:47:18 -05'00'</small>

**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"/>	Fontanin, Edward <small>Digitally signed by Fontanin, Edward Date: 2021.11.29 15:27:02 -05'00'</small>
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Darling, Steven <small>Digitally signed by Darling, Steven Date: 2021.11.30 13:52:30 -05'00'</small>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt <small>Digitally signed by Lairsey, Matt Date: 2021.12.01 11:22:57 -05'00'</small>
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	Balsler, Heather <small>Digitally signed by Balsler, Heather Date: 2021.12.07 10:56:47 -05'00'</small>

**SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST**

<b>CM DATABASE REQUIRED FIELDS</b>	<b>Complete</b> ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and 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"/>

12/21/2021

**BREVARD COUNTY  
UTILITY SERVICES DEPARTMENT**

**PROFESSIONAL SERVICES CONTRACT  
WADE TRIM, INC.  
RFQ #7-21-09 – INDIAN RIVER LAGOON RESTORATION PROGRAM –  
SEPTIC TO SEWER CONVERSION PROJECT**

**Brevard County Utility Services Department  
Brevard County Government Center  
2725 Judge Fran Jamieson Way  
Building A, Suite 213  
Viera, Florida 32940**

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**PROFESSIONAL SERVICES  
MASTER SERVICES CONTRACT**

**THIS CONTRACT** is made by and between the following Parties: **BOARD OF COUNTY COMMISSIONERS, BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, and **WADE TRIM, INC.**, a business having its principal address at **3790 Dixie Highway NE, Palm Bay, FL 32905**, hereinafter referred to as CONSULTANT.

**RECITALS**

**WHEREAS**, the COUNTY desires professional engineering services, as described in RFQ #7-21-09 (attached hereto as Exhibit I) for the following septic to sewer areas: North Merritt Island, South Merritt Island and Little Hollywood, and as found in Exhibit I: PART I. GENERAL INTRODUCTIONS - I. INTRODUCTION; and

**WHEREAS**, the COUNTY issued Request for Qualifications (Exhibit I) for professional services and has selected CONSULTANT to perform these services pursuant to the provisions of section 287.055, Florida Statutes and Brevard County Policy BCC-26 (Acquisition of Consultant Professional Services); and

**WHEREAS**, The Brevard County Natural Resources Management Office is administering the Indian River Lagoon Restoration Program (hereinafter "Program").

**WHEREAS**, a goal of the Program is the elimination of certain septic tanks by extending wastewater collection to certain areas of Brevard County.

**WHEREAS**, Brevard County Utility Services is assisting the Program by contracting with consulting engineers through the Request for Qualifications process, and for the consulting engineers to manage and supervise the design and construction of those wastewater collection extensions;

**NOW THEREFORE**, in consideration of the mutual promises hereinafter contained, the Parties agree as follows:

## **1. RECITALS.**

The above recitals are incorporated into this Contract by this reference.

## **2. ADMINISTRATION.**

This Contract is administered by the Brevard County Utilities Services Department, a department of the Brevard County Board of County Commissioners, hereinafter referred to as the Department.

## **3. DEFINITIONS.**

3.2. Consumer Price Index (CPI). Where this term is used, it refers to the index in Administrative Order AO-40 (copy available upon request), as it may be amended from time to time. This rate is currently the annual consumer price index for All Urban Consumers, U.S. City Average, all items 1967-100, or successor reports for the preceding calendar year as initially reported by the United States Department of Labor, Bureau of Labor Statistics.

3.3. Date of Execution. This contract's date of execution is the date last signed by the Parties.

3.4. Master Services Contract. A contract that authorizes Task Orders to be issued under the terms and conditions of the Master Service Contract.

3.5. Task Order. A defined term for all work pursuant to this contract ordered on a separate document by COUNTY from CONSULTANT that describes a finite amount of work for a finite payment. By this reference, all Task Orders written pursuant to this contract are incorporated to this contract as an addendum and are subject to the terms and conditions of this Contract. For this Contract, whether described as a Task Order, Purchase Order or Work Order, all such orders shall be treated as Task Orders and subject to the provisions in this Contract relating to Task Orders.

3.6. Professional Services. Those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined in Florida law, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his/her professional employment or practice.

3.7. Purchase Order. The COUNTY's document used to authorize a purchase transaction with a CONSULTANT, generally used for one-time purchases or open framework purchase orders, which contains provisions for goods and/or services ordered, applicable terms as to payment, discounts, date or performance, transportation, and other factors or conditions relating to the transaction. Acceptance of a purchase order by a vendor shall constitute a contract, except in instances in which a purchase order is used only as an internal encumbrance document in SAP. For purposes of this contract, except for the purchase order issued in SAP for this Master Contract, or any internal encumbrance documents issued in SAP, all other purchase orders issued under this Contract shall be governed by the terms for Task Orders in this Contract.

3.8. Work. A general term for the goods and/or services provided by the CONSULTANT under this Contract.

3.9. Work Order. A work order under this Contract is another term for a Task Order, and shall be governed by the terms for Task Orders in this contract.

3.10. Work Product. A defined term for all material, which may be copyrighted, or trademarked, which CONSULTANT creates for COUNTY under a task order as a task order deliverable and including, but not limited to, reports, tracing, plans, specifications, data, maps, contract documents, drawings, writings, surveys, photographs, video, and other products created in the process of creating the task order deliverables. As a task order deliverable, work product is to be provided to the County for its use.



#### **4. SCOPE OF PROFESSIONAL SERVICES.**

4.1. Professional engineering services are required to perform project design, permitting, bidding assistance, and construction administration services for the following septic-to-sewer areas as referenced in Task Order No. 1, (attached hereto as Exhibit II):

1. North Merritt Island (Exhibit II, Attachment A)
2. South Merritt Island (Exhibit II, Attachment B)
4. Little Hollywood (Exhibit II, Attachment C)

Further detail of the scope of the professional engineering services requested are to evaluate the gravity sewer versus vacuum sewer analysis, design the improvements, prepare bid documents, obtain required permits, provide bidding assistance, assist in construction contractor selection, provide construction management services, review shop drawings, answer contractor requests for information, authorize pay requests, prepare record drawings, provide operation and maintenance manuals, assist with start-up, and certify completion of construction. The Request for Qualifications is incorporated and attached hereto as Exhibit I. The CONSULTANT's Task Order No. 1 is incorporated and attached hereto as Exhibit II.

#### **5. STANDARD OF CARE REQUIRED FOR PROFESSIONAL SERVICES.**

5.1. Upon receipt of Notice to Proceed, CONSULTANT agrees to perform professional services associated with the requested work in accordance with this contract and the negotiated terms of the applicable Task Order(s), in a manner consistent with the professional skill and degree of care and diligence ordinarily provided by other similar professionals in the same or similar locality under the same or similar circumstances and as further set forth herein.

5.2. CONSULTANT further agrees that the standard of care required of CONSULTANT to provide the professional services under this Contract includes, and that the CONSULTANT shall:

5.2.1. Ensure the adequacy of work provided under this Contract with appropriate due diligence and a reasonable standard of care in a manner that adequately captures scope, complexity and design constraints. This includes, but is not limited to, environmental, geotechnical, architectural, landscape architecture, surveying, and appropriate site visits.

5.2.2. Correct any errors and omissions, and prepare any necessary plan revisions not involving a change in the scope of the work required, that may be required because work was found unsatisfactory, substandard, defective and/or not otherwise not in compliance with the standard of care as set forth in this Contract at no additional cost. This remedy shall be cumulative to all other remedies available under law.

5.2.3. Be responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports, and other services furnished by CONSULTANT under this CONTRACT. CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, specifications, reports, and other services.

5.2.4. Be responsible for recruiting, hiring, training, supervising, disciplining and discharging personnel necessary to maintain an adequate staff of experienced and qualified personnel licensed in the State of Florida to perform all professional services contemplated by this contract.

5.2.5. Comply with federal, state and local laws, codes and ordinances applicable to the work. Failure or inability on the part of CONSULTANT to have

complete knowledge and intent to comply with such law, rules, and regulations shall not relieve CONSULTANT from its obligation to completely perform any task assigned pursuant to this Contract.

5.2.6. Cooperate fully with COUNTY in the scheduling and coordination of all phases of the work.

5.2.7. Cooperate and coordinate with other COUNTY CONSULTANTS, as specified in the Work Order.

5.2.8. Exercise an appropriate Quality Control Program to provide adequate oversight and supervision over all of CONSULTANT's sub-CONSULTANTS.

5.2.9. 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.

5.2.10. Submit for COUNTY review design computations, sketches and other data representative of the work's progress as specified in the applicable Task Order. Submit for COUNTY approval the final work upon incorporation of any modifications requested by the COUNTY during any previous review. Any COUNTY approval of the CONSULTANT'S plans, design, or specifications shall not be deemed to diminish the standard of care or skill required of the CONSULTANT.

5.2.11. Confer with COUNTY during the further development and implementation of improvements for which the CONSULTANT has provided design or other services.

5.2.12. Interpret plans and other documents.

5.2.13. Meet project deliverable dates established in each individual Task Order

5.2.14. Prior to final approval of the work by COUNTY, conduct and complete a preliminary check of any construction or other documents through any review committee, third party CONSULTANT or any county, city, state or federal agency from which a permit or other approval is required. Any approval obtained from COUNTY or any other agency shall not be deemed to diminish or discharge the standard of care or warranty of CONSULTANT as provided for in this Contract.

## **6. USE OF TASK ORDERS.**

6.1. Generally. All professional services or work provided by CONSULTANT for COUNTY shall be identified in written Task Orders and performed to the current professional standards of the applicable discipline and as further set forth in the standard of care section. Task Orders shall entail a description of services to be performed, a statement of fees, a proposed schedule for compensation and a projected schedule for completion of the work to be performed by CONSULTANT.

6.2. Effectiveness. A Task Order shall not give rise to any contractual rights until approved by COUNTY in the form of a written Notice to Proceed signed by the Chair of the Board of County Commissioners or other authorized representative of the COUNTY, where approved by Board action. All written Notices to Proceed and specific Task Orders are incorporated to this Contract by this reference and shall constitute a contract addendum to this Contract.

6.3. Order of Work. COUNTY shall have the sole right to determine which units or sections of the work CONSULTANT shall proceed on and in what order. Should a Task Order revise the scope, cost or schedule, the CONSULTANT shall submit such revisions in scope, cost or schedule in writing to COUNTY for review and

approval as a modification by COUNTY prior to commencing the revision. CONSULTANT waives any right to make a claim based upon a revision if such notice was not provided.

6.4. COUNTY Assistance. Where appropriate, COUNTY shall make COUNTY personnel with knowledge of the operation of COUNTY as it relates to the Task Order available to assist CONSULTANT. COUNTY shall make its facilities accessible to CONSULTANT, where feasible, and as required for CONSULTANT's performance of services under this Contract. In those instances where CONSULTANT may deem it necessary to obtain access or entry upon privately owned property in its performance of Contract, CONSULTANT may request assistance from COUNTY in facilitating such access. COUNTY shall assist as is feasible.

## **7. MODIFICATIONS.**

7.1. CONTRACT Modifications. The terms of this Contract may be modified upon the mutual agreement of the Parties in writing executed by both Parties with the same formality as herewith.

7.2. Task Order Modifications.

7.2.1. All modifications to a Task Order must be in writing and approved by both Parties. CONSULTANT shall not perform any additional work or services without first receiving signed written authority from COUNTY specifying said services to be performed and a written "Notice to Proceed" from the COUNTY.

7.2.2. The Parties agree that COUNTY is not obligated to issue any Task Order for any specific project or part thereof. The Parties agree COUNTY may modify the scope of a project in a Task Order as the COUNTY deems appropriate, including a commensurate increase or decrease in the fee.

7.2.3. In the event 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 Task 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.

## **8. TERM.**

8.1. This CONTRACT is related to only work performed within the Introduction and Scope of Work per RFQ #7-21-09, specifically toward the North and South Merritt Island and Little Hollywood septic-to-sewer areas. Terms of this contract are defined under section 287.055(2)(g), Florida Statutes and Brevard County Commission Policy 26.

8.2 Survival of Provision for Services related to Legal Purposes. During the term of this Contract, the Parties agree that COUNTY may issue a task order for CONSULTANT to appear or to provide services as an expert or fact witness for any legal or court proceeding related to work performed under this CONTRACT at the hourly rate delineated in this contract. Additionally, for a period of five years after the expiration of this contract or any task order, upon COUNTY request, CONSULTANT expressly agrees that it will provide services as an expert or fact witness for any legal or court proceeding related to work performed under this Contract at the rates as follows. For such services provided after this contract is expired, the Parties agree CONSULTANT may increase its hourly rate for said services over this CONTRACT's rate by no more than the annual increase in the consumer price index adopted by COUNTY pursuant to Administrative Order AO-40 (available upon request) for each year the contract has lapsed. This provision, and any provision necessary to enforce it, survives contract expiration or termination for a period of five years.

## **9. TIME OF COMPLETION.**

9.1. CONSULTANT shall commence work upon receipt of a written notice to proceed and an executed Task Order or Purchase Order issued by COUNTY subsequent to the execution of this CONTRACT. CONSULTANT shall complete the work within the time stated in the Task Order. The CONSULTANT acknowledges that time is of the essence for all work performed under this Contract.

9.2. Upon request, COUNTY shall grant a reasonable extension of time in the event there is a delay on the part of the COUNTY in fulfilling its obligations under the CONTRACT which causes a delay to CONSULTANT in its performance of the services or work.

### **9.3. Force Majeure.**

9.3.1. Neither Party shall be liable for its failure to perform hereunder if its performance is rendered impossible or delayed by any unforeseen act, event or condition beyond its reasonable control which by the exercise of due diligence it shall be unable to overcome. Such unforeseen acts, events or conditions shall include, but not be limited to the following: Acts of God, hurricanes, tornado, lightning, or earthquake; strikes or lockouts; acts of war, civil insurrection, riots or terrorism; fire or flood not caused by the Party unable to perform; change in law not due to improper conduct; pandemics or quarantines; or to any negligent or intentional act or omission on the part of the Party unable to perform.

Notwithstanding anything in this CONTRACT to the contrary, the term "Force Majeure" does not include and a Party shall not be excused from performance under this CONTRACT for events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance or other expenses of performing the services hereunder.

9.3.2. The failure to perform must occur directly, exclusively and contemporaneously with the Force Majeure event. Should the CONSULTANT

be obstructed or delayed in the prosecution or completion of its services or work as a result of said unforeseeable causes beyond the control of the CONSULTANT and not due to its own fault and neglect, CONSULTANT shall, within 10 hours of the time the delay becomes apparent, notify the COUNTY of such delay in writing stating the cause or causes thereof, failing which the CONSULTANT shall waive any right the CONSULTANT may have to request a reasonable extension of time to complete the work required by the Task Order. Such reasonable extensions of time to complete the Task Order shall be the sole remedy of the CONSULTANT for such delays, and the CONSULTANT will not be entitled to any damages or any claim for extra compensation.

## **10. COMPENSATION AND REIMBURSABLE COSTS.**

10.1. GENERAL. As consideration for providing professional services, COUNTY agrees to pay and CONSULTANT agrees to accept, a fee for services. The fee for services in the applicable Task Order and subsequent Task Orders, if any, is the only compensation to which CONSULTANT is entitled, unless pre-approved reimbursable costs are listed in the task order. CONSULTANT shall include in the fee for services all its' office overhead, employee benefits, normal business travel, and other support for overhead services required for performance of any and all duties or obligations described in the applicable Task Order.

10.2. Fee for Services. COUNTY may specify one or both fee options below in an approved Task Order, as is applicable to the situation.

10.2.1. Lump Sum Fee. At the option of COUNTY, instead of an Hourly rate, the Parties may mutually agree upon a lump sum fee for any requested portion of work in a written Task Order.

10.3. Reimbursable Expenses or Costs. CONSULTANT shall be compensated for certain work-related expenditures not covered by the fee for service only if (1) the



reimbursable expenses are pre-approved by specification in the Task Order; or (2) CONSULTANT has obtained written pre-approval from COUNTY prior to incurring the expense. If an expense is not pre-approved by COUNTY, the CONSULTANT will not be entitled to be compensated by COUNTY for such expense. When requesting COUNTY pre-approval for an expense, CONSULTANT must provide a written justification for the expenses accompanied by copies of invoices, receipts, requisitions, and/or estimates (if actual expense cannot be provided until actual cost is incurred) to document the need for the expense. COUNTY, upon receipt of satisfactory documentation, will provide CONSULTANT with its written decision on approval or rejection of said expenses. CONSULTANT must submit the final receipts, invoices, etc., for expenses incurred in order to be reimbursed by COUNTY. COUNTY will reimburse CONSULTANT for pre-approved expenses at actual cost(s) (no markup or percentage increase will be paid by the COUNTY). Types of reimbursable expenses may include:

10.3.1. Documents and Incidentals. Expenses for document reproduction or other incidental expenses. These expenses shall be reimbursed on a direct cost basis to cover labor and expenses.

10.3.2. Contractual costs. SUBCONSULTANTS shall be reimbursed at the expense of such cost. Requests for copies of invoices, receipts must accompany reimbursement of Contractual costs, purchase requisitions, etc. to document the charges.

10.3.3. Equipment Costs. Equipment shall be reimbursed at the cost of rental or purchase cost. Equipment purchased is the property of the COUNTY and must be returned upon the completion of the related Task or Purchase Order.

10.3.4. Travel Costs. The Parties agree that travel costs for normal business travel necessary under the performance of this contract is included in

the CONSULTANT's hourly fee. COUNTY, in its sole discretion, may approve a CONSULTANT's request for reimbursement for special travel required under extenuating circumstances as part of a Task Order. If approved, such travel shall be reimbursed at the same rate as for COUNTY employees in accordance with the most current version of County Administrative Order AO-21, entitled "Travel", which administrative order is incorporated to this contract by this reference, and section 112.061 Florida Statutes. A copy of AO-21 is available upon request. All CONSULTANT requests for special travel must be documented on a State of Florida Travel Voucher with appropriate receipts. Without prior written approval, COUNTY is not responsible for reimbursing CONSULTANT for said travel.

10.3.5. Permits, Licenses and Fees. Generally, unless specifically authorized, permits, fees and licenses necessary for performance of work pursuant to this Contract will not be waived by COUNTY, and CONSULTANT shall be responsible for obtaining, and shall pay for their own professional permits, fees, and licenses, as required. If authorized, and not treated as a reimbursable cost, the COUNTY shall pay directly to the governing authority, the cost of permits, fees, and/or licenses required for completion of the scope of services for a particular Task Order.

10.3.6. Other miscellaneous expenses previously authorized in writing by the COUNTY.

## **11. BILLING, PAYMENT AND PARTIAL PAYMENTS**

11.1. General. COUNTY will make payment to CONSULTANT through County Finance according to Brevard County Administrative Order AO-33 (copy available upon request) and Florida's Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes, including provision of an IRS Form W-9. CONSULTANT payments are subject to COUNTY'S right to withhold any amounts reasonably necessary to

complete or correct substandard work or work not in compliance with the terms of this Contract. The County will not honor any claim for services rendered by CONSULTANT that is not specifically provided for in this Contract or a Task Order under this Contract.

11.2. Process for Payment of Invoices.

11.2.1. CONSULTANT shall submit invoices for payment to COUNTY either (a) on a monthly basis or (b) contemporaneously with services rendered pursuant to the timeline specified in each Task Order. The CONSULTANT's request for payment shall be in the form and in the manner, required by the COUNTY, and shall relate to work performed since the last invoiced work. The COUNTY may require supplemental and accompanying data to support CONSULTANT's request for payment.

11.2.2. 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 only authorized work and must reference the particular Task Order that authorized the services performed. Invoices for work other than lump sum shall include a breakdown for each part of the work billed for each item and personnel. CONSULTANT shall include with its invoice, copies of all invoices paid by the CONSULTANT for expenses.

**12. DISPUTE RESOLUTION.**

12.1. If COUNTY objects to all or any portion of an invoice, COUNTY shall so notify CONSULTANT, and indicate in writing what corrective action is required of CONSULTANT. If a dispute over an invoice occurs, the Parties will work to resolve the dispute in accordance with Administrative Order AO-33 (copy available upon request) and section 218.76, Florida Statutes.

12.2. To the extent the COUNTY requests CONSULTANT to perform services that it believes are not described in the Task Order, or with respect to which there is a

disagreement between the Parties as to whether or not the services are already required by a particular Task Order, then CONSULTANT shall provide written notice to COUNTY that CONSULTANT of said issue, and that CONSULTANT will follow COUNTY's written directive provided it is without prejudice to CONSULTANT's right to seek additional compensation from COUNTY. CONSULTANT shall only provide such service upon receipt of a written COUNTY directive/Notice to Proceed to explicitly perform such service. The COUNTY's delivery of such written directive/Notice to Proceed following CONSULTANT's notification shall be without prejudice to COUNTY's right to maintain that such services do not constitute the basis for additional compensation under the applicable Task Order.

12.3. Waiver. The waiver by either Party of the other Party's obligations or duties under this CONTRACT shall not constitute a waiver of any other obligation or duty of the other Party under this CONTRACT, nor shall a waiver of any such obligation or duty constitute a continuing waiver of that obligation or duty.

### **13. OWNERSHIP AND REUSE OF WORK PRODUCT.**

13.1. COUNTY agrees to furnish to CONSULTANT, upon request, for inspection and copying, any known documents or data available in the COUNTY'S files pertaining to the work to be performed under this Contract which may be reasonably required by CONSULTANT to be performed under this Contract. To the extent COUNTY provides such documents or data to CONSULTANT for CONSULTANT's use in a project, COUNTY agrees to obtain, or cause to be obtained, any releases, permits or authorization necessary for the use of the documents or data. The COUNTY agrees to hold CONSULTANT harmless for any claims arising with respect to COUNTY's releases, permits or authorization for the use of the documents.

13.2. To the extent CONSULTANT provides Work Product that CONSULTANT did not create, to COUNTY for its use, CONSULTANT agrees to obtain, or cause to be obtained, any releases, permits or authorization necessary for the use of the Work

Product by COUNTY to the same extent that CONSULTANT is required to provide COUNTY in sections 13.3 and 13.4. CONSULTANT agrees to be responsible for any claims arising with respect to such use of Work Product provided by CONSULTANT. CONSULTANT agrees that its proposal for this Work Product factored the costs of this section into its proposal and that no additional compensation is owed by COUNTY.

13.3. To the extent CONSULTANT creates Work Product under this Contract for COUNTY, then to the extent permissible under the law, the Parties agree the Work Product is specially ordered or commissioned as a "work for hire" under 17 United States Code section 101. CONSULTANT agrees that COUNTY is the exclusive owner of all Work Product created under this paragraph, without restrictions or limitations upon its use. When each individual section of work requested pursuant to this sub-section is complete, all of the work products shall be delivered to the COUNTY for its use. There shall be no additional compensation for the rights and property granted under this paragraph.

13.4. To the extent CONSULTANT creates Work Product for COUNTY that falls outside the definition of a "work for hire" under 17 United States Code section 101, by this paragraph, CONSULTANT grants to COUNTY a royalty-free, world-wide, nonexclusive, irrevocable, unlimited license right in the Work Product created by CONSULTANT for COUNTY pursuant to the CONTRACT, without restrictions or limitations upon its use. Such license includes an express right for the COUNTY to further sub-license the Work Product, and to create derivative works, without restriction.

13.5. To the extent CONSULTANT creates Work Product for COUNTY that depends upon original notes, working documents, design calculations, computations and plans, COUNTY shall be entitled to a copy of such materials upon request, and further provided said materials shall not be destroyed without the prior written approval of COUNTY.

13.6. For Work Product CONSULTANT provides to COUNTY where a photograph or video of a person with an identifiable face appears, CONSULTANT will provide COUNTY with a standard commercial use modeling release, in writing (a sample model release is attached as Attachment C). Faces which are blurred to be unrecognizable do not require such a modeling release. The release will include the model's name, age, and date of birth.

13.7. Reuse of Work Products.

13.7.1. CONSULTANT may not reuse plans, specifications, or reports specifically developed by CONSULTANT for COUNTY without express written permission from COUNTY.

13.7.2. In accordance with section 287.055(10), Florida Statutes, and section 13.3 of this contract, the COUNTY may reuse any plans, specifications, or reports provided under this CONTRACT, subject to any conditions in the task order.

#### **14. NOTICES AND AUTHORIZED REPRESENTATIVES.**

14.1. Authorized Representatives. The Parties agree that in order to facilitate the orderly and efficient implementation of any Task Order, each Party shall appoint an authorized representative(s) for such Party. The COUNTY's representative shall have the authority to transmit instructions, receive information, and interpret and define the COUNTY's policies and decisions pertinent to the work covered by this Contract as long as such transmissions do not result in an increase in the cost of or time to perform work. The Parties understand and agree that only the Board of County Commissioners, County Manager, Assistant County Managers, or Department Director have the authority to issue Task Orders, or approve changes or modifications to this Contract or a Task Order. The CONSULTANT's representative shall be authorized to act on behalf of CONSULTANT regarding all matters involving the conduct of its performance under this Contract. The Parties representatives will be identified by separate letter, which is

attached and incorporated to this Contract as an Addendum. Either Party will have the right to change its authorized representative(s), or to add representatives, from time to time, throughout the Contract, by giving written notice to the other Party in accordance with the Notice Provisions below.

14.2. Notices. All notices required or permitted under this Contract and any written consents or approvals required shall be in writing and are in effect upon receipt. All notices for renewal, legal claims, or termination must be transmitted either by personal hand delivery; United States Postal Service (USPS), certified mail return receipt requested; or, overnight express mail delivery. Other notices, such as signed notices to proceed, may be transmitted by E-mail to the authorized representative. The addresses set forth below for the respective Parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

14.3. The Parties' designated representatives and their respective addresses for purposes of Notice for this Contract are as follows:

**COUNTY**

Edward Fontanin  
2725 Judge Fran Jamieson Way, A-213  
Viera, FL 32940  
Edward.Fontanin@brevardfl.gov  
321.633.2091

**CONSULTANT**

Thomas S. Brzezinski  
201 North Franklin Street, Suite 1350  
Tampa, FL 33602  
tbrzezinski@wadetrim.com  
813.480.9000

**15. AUDIT RIGHTS AND PUBLIC RECORDS.**

15.1. In performance of this Contract, CONSULTANT 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 CONSULTANT 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 COUNTY. The COUNTY or any of its duly authorized representatives reserves the right to audit the CONSULTANT's records related to this Contract at any time during the performance of this Contract and for a period of five years after final payment is made, or otherwise required by law.

15.2. Upon completion of the Contract, the CONSULTANT shall transfer, at no cost to the COUNTY, all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the COUNTY upon completion of the Contract, 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, and shall retain all documents, books and records for a period of five (5) years after termination of this Contract, unless such records are exempt from section 24(a) of Article 1 of the State Constitution and Chapter 119, Florida Statutes. 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.

15.3. All records or documents created by the COUNTY or CONSULTANT in connection with this Contract are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. It is CONSULTANT'S duty to identify any information in records created by CONSULTANT which it deems is exempt or confidential from public records laws under Florida or federal law and identify the statute number which requires the information be held exempt. All records stored electronically must be provided to COUNTY in a format compatible with the information technology systems of COUNTY.

15.4. CONSULTANT shall ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed,



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

15.5. Pursuant to Section 119.0701, Florida Statutes, a request to inspect or copy public records relating to this Contract must be made directly to COUNTY. If COUNTY does not possess the requested records, COUNTY shall immediately notify the CONSULTANT of the request and if CONSULTANT possesses the records, CONSULTANT must provide the records to the COUNTY or allow the records to be inspected or copied within twenty-four (24) hours (not including weekends and legal holidays) of the request so COUNTY can comply with the requirements of Sections 119.07, Florida Statutes. The CONSULTANT may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the COUNTY'S public records custodian designated below.

15.6. If CONSULTANT possesses the records, but fails to provide the requested public records to COUNTY within a reasonable time, pursuant to section 119.0701 and 119.10, Florida Statutes, the CONSULTANT may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. The CONSULTANT'S failure to comply with public records requests is considered a material breach of this Contract and grounds for termination.

15.7. Should COUNTY face any legal action to enforce inspection or production of the records within CONSULTANT'S possession and control, CONSULTANT agrees

to indemnify COUNTY for all damages and expenses, including attorney's fees and costs. CONSULTANT shall hire and compensate attorney(s) to represent CONSULTANT and COUNTY in defending such action. CONSULTANT shall pay all costs to defend such action and any costs and attorneys fees awarded pursuant to Section 119.12, Florida Statutes.

**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: KATIE BALLAGH, BREVARD COUNTY GOVERNMENT CENTER, 2725 JUDGE FRAN JAMIESON WAY, BUILDING a, SUITE 213, VIERA, FLORIDA 32940, 321.633.2089, KATIE.BALLAGH@BREVARDFL.GOV.**

**16. UNAUTHORIZED ALIEN WORKERS AND EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).**

16.1. Unauthorized Alien Workers. The COUNTY will not intentionally award publicly-funded contracts to any CONSULTANT who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 United States Code Section 1324 (a) of the Federal Immigration and Nationality Act. The COUNTY shall consider a CONSULTANT's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

16.2. The 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 shall expressly require any SUBCONSULTANTS 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 SUBCONSULTANT during the Contract term. All CONSULTANTS shall meet this requirement unless they are a sole proprietor who does not hire employees and therefore is not required to file a Department of Homeland Security Form I-9 or the contract is being executed with a company based outside of the United States of America and does not have a corporation or office within the United States of America and does not employ United States of America citizens.

16.3. Upon request, the CONSULTANT agrees to provide a signed copy of the E-Verify Memorandum of Understanding signed by CONSULTANT and the Department of Homeland Security.

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

16.5. 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.

16.6. A CONSULTANT 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 CONSULTANT hires or employs a person who is not eligible for employment.

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

**17. SUBCONTRACTING.**

The CONSULTANT shall not subcontract, assign, or transfer any work under this Contract without the written approval of the COUNTY, including a change of sub-CONSULTANT. 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 task order. CONSULTANT shall remain, at all times, liable for the proper performance and completion of all work and other services required hereby, including supervision and administration of all such sub-contracted personnel, firms and companies, and including any errors or omissions by said sub-CONSULTANTS. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, specifications, reports, and other services performed by SUBCONSULTANT.

**18. COVENANT AGAINST CONTINGENT FEES.**

As required by section 287.055(6), Florida Statutes, the CONSULTANT warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For any breach or violation of this provision, the COUNTY shall have the right, but not the duty, 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.

## **19. TERMINATION OF CONTRACT.**

19.1. Termination for Convenience. Either Party may terminate this Contract for convenience upon sixty (60) calendar days written notice to the other Party. Such termination is effective upon the Party's receipt of the Notice of Termination. Upon receipt of such a notice, the Parties will discontinue all services affected, unless the notice directs otherwise, and payment will be made as directed below. If CONSULTANT terminates Contract for convenience, CONSULTANT will complete any outstanding task orders.

19.2. Termination for Failure to Perform. If a Party is failing to perform, the other Party will issue a notice of failure to perform to the failing Party. The notice shall provide the failing Party with thirty (30) calendar days from the date the notice is received in which to correct such deficiencies as noted in said notice. If the Party fails to correct such deficiencies to the satisfaction of the other Party within the stated time period, then the Party may terminate the Contract upon sixty (60) calendar days written notice to the other Party for failure to perform. In the case of a termination notice issued by CONSULTANT, the CONSULTANT may discontinue providing service to COUNTY, and shall be paid for prior satisfactory services performed as per the applicable Task Order. In the case of termination notice issued by COUNTY, COUNTY may take over the work and cause it to be performed to completion by CONTRACT or otherwise. In such case, the COUNTY preserves all rights and remedies available, including, but not limited to, the right to recover COUNTY's additional cost incurred in securing complete performance. The rights and remedies of COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this CONTRACT. If, after COUNTY notice of termination for failure to fulfill contractual obligations, it is determined that CONSULTANT had not failed the contractual obligations, the termination shall be deemed to be affected for the convenience of COUNTY.

19.3. Upon termination for any reason, the Parties agree that any work completed, or services provided by CONSULTANT prior to the date of termination shall become property of COUNTY. Upon COUNTY request, CONSULTANT shall deliver to COUNTY Work Product as may have been accumulated by CONSULTANT in performing this CONTRACT, whether completed or in process.

19.4. Payment on Termination. In the event of termination by COUNTY, the COUNTY'S sole obligation to CONSULTANT shall be payment for those portions of satisfactorily completely performed work previously authorized by approved Task Order. The COUNTY shall not be obligated to pay for any services performed after CONSULTANT has received the final notice of termination. Such payment shall be determined on the basis of the hours of work performed by CONSULTANT, or the percentage or work complete as estimated by CONSULTANT and agreed upon by COUNTY up to the time of termination. In the event of such termination, COUNTY may, without penalty or other obligation to CONSULTANT, elect to employ other persons to perform the same or similar services. In the event of deficient professional services, COUNTY shall not pay for the deficient services, except for that portion, if any, of the performed work which is used or useful by any other CONSULTANT retained by COUNTY to finish the work to the extent that COUNTY does not incur additional costs over those set forth in the CONSULTANT'S canceled Work Order.

## **20. ASSIGNMENT.**

The COUNTY and CONSULTANT each bind its respective entity 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. Neither Party shall assign or transfer their interest in this CONTRACT without the prior written consent of the other Party. In the event that the CONSULTANT changes its name, merges with another company, becomes a subsidiary or makes other substantial change in structure or in

principals, the COUNTY reserves the right to terminate this Contract subject to the terms prescribed above.

**21. ATTORNEY'S FEES, GOVERNING LAW AND VENUE.**

In the event of any legal action between the Parties arising out of this Contract, each Party shall bear its own attorney's fees and costs. This Contract, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida. Venue for any legal action brought by any Party to this Contract to interpret, construe or enforce this Contract shall be in a court of competent jurisdiction in and for Brevard County, Florida, and the Parties agree any trial shall be non-jury. CONSULTANT consents and waives any objection or defenses relating to Florida state court having jurisdiction over any dispute or claim arising out of this agreement and consents to process being served upon its Florida registered agent. CONSULTANT expressly waives removal of any claim or action arising under this agreement to federal court.

**22. INDEMNIFICATION AND INSURANCE.**

22.1. CONSULTANT shall hold COUNTY 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 (including but not limited to 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 COUNTY is contracting hereunder, to the extent caused by the negligent acts, recklessness, or intentional wrongful conduct of CONSULTANT, or any of their agents or employees, including SUBCONSULTANTS. Such negligent acts by CONSULTANT include, but are not limited to, any errors or omissions in the CONSULTANT'S services, including but not limited to design services.

22.2. The CONSULTANT agrees to fully indemnify COUNTY and pay the cost of COUNTY's legal defenses, including fees of attorneys as may be selected by 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.

22.3. Notwithstanding any other provisions of this Contract, this indemnification section applies to both COUNTY and third-party claims and shall survive the termination of this Contract. Nothing in this section is intended to nor shall it constitute a waiver of the sovereign immunity of Brevard County.

22.4. PURSUANT TO SECTION 558.002 AND 558.0035, FLORIDA STATUTES, A DESIGN PROFESSIONAL WHO IS AN EMPLOYEE OR AN AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE IF CONSULTANT MAINTAINS THE PROFESSIONAL LIABILITY INSURANCE REQUIRED BELOW AND THE DAMAGES ARE SOLELY ECONOMIC IN NATURE AND DO NOT EXTEND TO PERSONAL INJURIES OR PROPERTY NOT SUBJECT TO THIS CONTRACT.

22.5. CONSULTANT shall procure and maintain, at their own expense and without cost to COUNTY, the following types of insurance. CONSULTANT shall be liable and responsible for errors and omissions in the performance of any and all contract responsibilities and shall carry professional liability insurance and indemnify the COUNTY against errors and omissions as specified herein below. The policy limits required are to be considered minimum amounts:

- General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and



Completed Operations, Personal Injury, Contractual Liability covering this Contract, and Errors & Omissions.

- Auto Liability Insurance policy with includes coverage for all owned, non-owned and hired vehicles with a \$1,000,000 combined single limit for each occurrence.
- Professional Liability Insurance policy in the amount of \$1,000,000 per claim and \$3,000,000 in the annual aggregate covering the risk of errors and omissions in the professional services provided under this Contract. If such policy is written on a "claims made" (rather than "occurrence") basis, continuous coverage shall be maintained in effect from the date of commencement of services to a period of at least four (4) years beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer.
- Workers' Compensation and Employer's Liability Insurance covering all employees of the CONSULTANT and SUBCONSULTANTS, as required by law.

22.6. CONSULTANT shall provide Certificates of Insurance to the COUNTY demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this Contract. Insurance carriers providing coverage required herein must be licensed or authorized to conduct business in the State of Florida and must possess A.M. Best's Financial Strength Rating of A- Class VIII or better. The Certificates of Insurance shall indicate that the policies (except professional liability) have been endorsed to cover the COUNTY as an additional insured (a waiver of subrogation in lieu of additional insured status on the Workers' Compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the COUNTY.

22.7. The insurance coverages enumerated above constitute the minimum requirements and shall in no way lessen or limit the liability of CONSULTANT under the terms of the Contract. SUBCONSULTANT's insurance shall be the responsibility of CONSULTANT.

## **23. QUALITY CONTROL.**

23.1. The CONSULTANT agrees to a high level of quality control and accuracy in keeping with its standard of care. The COUNTY may request additional data collection or re-analysis of data at no expense to the COUNTY. If the original data collected and/or data analysis is later found to be accurate and reasonable, the CONSULTANT shall be compensated for the additional work in accordance the CONSULTANT's hourly rate for staff performing the work and providing verifiable documentation.

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

## **24. PUBLIC ENTITY CRIMES.**

24.1. 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 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 CONSULTANT, supplier, SUBCONSULTANT, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of threshold amount provided in Section 287.017 Florida Statutes for CATEGORY TWO for a period of 36 months from date of being placed on convicted vendor list.

24.2. CONSULTANT shall provide a fully executed Public Entity Crimes Affidavit in accordance with section 287.133, Florida Statutes, which when completed, is attached and incorporated to this Contract as Attachment A.

## **25. SCRUTINIZED COMPANIES LIST.**

25.1. CONSULTANT shall provide a fully executed Scrutinized Companies that Boycott Israel List Affidavit in accordance with section 287.135, Florida Statutes which is attached and incorporated to this Contract as Attachment B

25.2. The CONSULTANT certifies that it and its SUBCONSULTANTS are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Contract at its sole option if the CONSULTANT or its SUBCONSULTANTS are found to have submitted a false certification; or if the CONSULTANT, or its SUBCONSULTANTS are placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel during the term of this Contract.

25.3. If this Contract is for more than one million dollars, the CONSULTANT further certifies that it and its SUBCONSULTANTS 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.

25.4. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Contract at its sole option if the CONSULTANT, its affiliates, or its SUBCONSULTANTS are found to have submitted a false certification; or if the CONSULTANT, its affiliates, or its SUBCONSULTANTS 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 contract.

25.5. The CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this contract.

25.6. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

**26. EQUAL OPPORTUNITY EMPLOYMENT.**

CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this CONTRACT because of race, color, religion, sex, sexual orientation, gender identity, age, national origin, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, sexual orientation, gender identity, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfers; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**27. NON-EXCLUSIVE CONTRACT.**

The Parties acknowledge that this Contract is not an exclusive agreement and the COUNTY may employ other similar CONSULTANTS 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.

**28. INDEPENDENT CONSULTANT.**

The COUNTY contracts for the services of the CONSULTANT as an independent CONSULTANT, and not as an employee. Nothing in this Contract shall be construed to create a partnership, joint venture or agency relationship between the Parties. Neither Party shall have the authority to enter into any Contract of any kind on behalf of the other, or to bind or obligate the other to any third party. As an independent

CONSULTANT, CONSULTANT is not entitled to any of the rights, privileges or benefits of COUNTY employees.

**29. TRUTH-IN-NEGOTIATIONS.**

In accordance with the provisions of Chapter 287.055, Florida Statutes, for contracts exceeding Category Four of section 287.017, Florida Statutes, the CONSULTANT agrees to execute a truth-in-negotiations certificate and agrees the original Contract price and any additions may be adjusted to exclude any significant sums by which COUNTY determines the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the termination or expiration of this Contract. The truth-in-negotiations certificate at Attachment C, when completed, is attached and incorporated to this Contract by this reference.

**30. CONFLICTS OF INTEREST.**

30.1. No officers, members or employees of COUNTY, and no members of its governing body, and no other public official of the governing body of the locality or localities in which services for the facilities are situated or carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract, 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.

30.2. A conflict of interest is any situation in which the CONSULTANT, its employees or SUBCONSULTANTS, are in a position to exploit their professional relationship with COUNTY in any way for their personal or corporate benefit. CONSULTANT is specifically aware of, and concurs with, the public need for COUNTY to prohibit any potential conflicts of interest that may arise as a result of execution of this Contract. CONSULTANT covenants that it has extensively reviewed all of its contracts,

letters of agreement, and any other indication of commitment on its behalf to perform professional services which could in any way present the reasonable possibility of an actual conflict of interest with COUNTY. CONSULTANT covenants that it presently has no conflict of interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required to be performed under this Contract. CONSULTANT further covenants that in the performance of this Contract, CONSULTANT shall employ no person having any such interest. CONSULTANT shall disclose in writing to COUNTY any conflict of interest affecting CONSULTANT's services to COUNTY as soon as it becomes aware of the conflict.

**31. ENTIRETY OF CONTRACT.**

This writing, together with Task Orders, the signed versions of the Attachments, any Addendums, and signed Notices to Proceed that may follow, embody the entire Contract and understanding between the Parties, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein. This Contract supersedes all prior agreements and negotiations respecting such matter.

**32. INTERPRETATION.**

Both Parties have had the opportunity to consult with legal counsel and to participate in the drafting of this Contract. Consequently, this Agreement shall not be more strictly or more harshly construed against either party as the drafter.

**33. SEVERABILITY.**

If a court of competent jurisdiction finds any sentence, provision, paragraph, or section of this Contract void or unenforceable, the remaining parts of this Contract shall continue to full force and effect as though such sentence, provision, paragraph, section had been omitted from this Contract. The Parties shall use their best efforts to

rehabilitate and replace the unenforceable provision or provisions of this Contract with lawful terms and conditions approximating the original intent of the Parties.

**34. FURTHER ASSURANCES.**

Each Party, without further consideration, shall take such action, execute and deliver such documents as the other may reasonably request to correct or effectuate the purpose of this Contract.

**35. COUNTERPARTS AND AUTHORITY.**

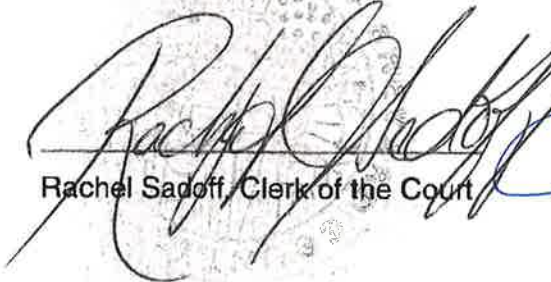
This Contract may be executed in counterparts all of which, taken together, shall constitute one and the same Contract. Each party represents that the person signing on its behalf has been fully authorized by all required action to sign on behalf of and to bind that party to the obligations stated herein.

(Signature Page Follows)

**IN WITNESS WHEREOF**, on the date last signed below, the Parties have caused this Contract to be executed by their duly authorized representatives.

ATTEST:

BOARD OF COUNTY COMMISSIONERS,  
BREVARD COUNTY, FLORIDA



Rachel Sadoff, Clerk of the Court

By:   
Kristine Zonka, Chair

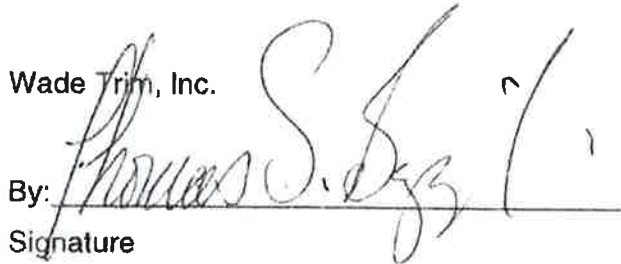
As approved by the Board on: 12/21/2021

Reviewed for legal form and content:



Assistant County Attorney

Wade Trim, Inc.

By:   
Signature

Thomas S. Brzezinski

Executive Vice President

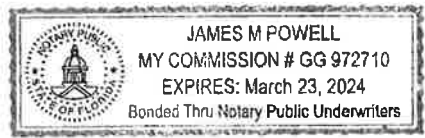
11/22/2021  
Date



STATE OF FL  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 22<sup>nd</sup> day of NOV, 2021 by (name of officer or agent, title of officer or agent) of (name of corporation acknowledging), a (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced FL SIL as identification.

[Notary Seal]



James M Powell  
Notary Public

James M Powell  
Name typed, printed or stamped

My Commission Expires: 03/23/2024

**Attachment A**

**Public Entities Crimes Affidavit**

SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR  
OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted by WADE TRIM,  
(Name of entity submitting sworn statement)  
whose business address is 201 N. FRANKLIN STREET, SUITE 1350  
TAMPA, FL  
and (if applicable) its Federal Employer Identification Number is 59-2417170.
2. My name is THOMAS S BRZEZINSKI and my relationship to the entity named  
(Print name of individual signing) above is  
EXECUTIVE VICE PRESIDENT (relationship such as sole proprietor,  
partner, president, vice president).

3. I understand that a "public entity crime" as defined in paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1989, because of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership

by one person of shares constituting a controlling interest in another person, or pooling of equipment of income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a "person" as defined in paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an entity.

7. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement below applies).

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime after July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime after July 1, 1989, AND (Indicate which additional statement below applies).

There has been proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

The person or affiliate has not been placed on the convicted vendor list. (Please describe an action taken by or pending with the Department of General Services).

Thomas S. Brzezinski - 11/10/2021  
(Signature) and (Date)

THOMAS S BRZEZINSKI  
Printed Name

STATE OF FLORIDA  
COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 10<sup>th</sup> day of November, 2021, by Thomas S. Brzezinski.

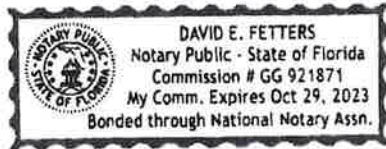
[Notary Seal]

David E. Fetters  
Notary Public

David E. Fetters  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_ Personally Known OR  Produced Identification  
Type of Identification Produced FLORIDA Drivers License



**Attachment B**

CONSULTANT AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded CONSULTANT certifies that it and its SUBCONSULTANTS are not on the Scrutinized Companies that Boycott Israel List, pursuant to section 287.135, Florida Statutes. If the Contract is for more than \$1,000,000 the CONSULTANT further certifies that it and its SUBCONSULTANTS 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.

BEFORE ME, the undersigned authority, personally appeared THOMAS S. BRZEZINSKI, who, being first duly sworn, made the following statement:

1. This sworn statement is submitted by WADE TRIM,  
(Name of entity submitting sworn statement)

whose business address is 201 N. FRANKLIN ST. SUITE 1350  
TAMPA, FL

and (if applicable) its Federal Employer Identification Number is 59-2417170.

2. My relationship to WADE TRIM (name of CONSULTANT) is EXECUTIVE VICE PRESIDENT (relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in section 215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. WADE TRIM (name of CONSULTANT) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. WADE TRIM (name of CONSULTANT) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.

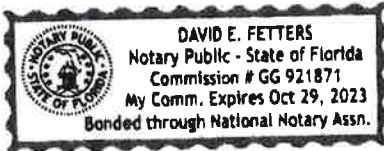
7. WADE TRIM (name of CONSULTANT) is not engaged in business operations in Cuba or Syria.

Thomas S. Brzezinski 11/10/2021  
Signature Date  
THOMAS S. BRZEZINSKI  
Printed Name

STATE OF FLORIDA  
COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 10<sup>th</sup> day of November, 2021, by Thomas S. Brzezinski.

[Notary Seal]



David E. Fetters  
Notary Public  
David E. Fetters  
Name typed, printed or stamped  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_ Personally Known OR  Produced Identification

Type of Identification Produced Florida License

**Attachment C**

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

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

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

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

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

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

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

FURTHER AFFIANT SAYETH NAUGHT.

Thomas S. Brzezinski - 11/10/2021  
Signature Date

THOMAS S. BRZEZINSKI  
Printed Name and Title EXECUTIVE VICE PRESIDENT

STATE OF FLORIDA  
COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 10th day of November, 2021, by Thomas S. Brzezinski.

[Notary Seal]



David E. Fetters  
Notary Public

David E. Fetters  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_ Personally Known OR  Produced Identification

Type of Identification Produced FLORIDA Drivers License



**Exhibit I**

**REQUEST FOR QUALIFICATIONS**



Brevard County Utility Services  
**REQUEST FOR QUALIFICATIONS**

**RFQ #7-21-09**

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**Indian River Lagoon Restoration Program  
Septic-to-Sewer Conversion Projects**

Brevard County Purchasing Services  
2725 Judge Fran Jamieson Way, Bldg. C  
Viera, Florida 32940  
(321) 617-7390

## **TABLE OF CONTENTS**

- I. INTRODUCTION
- II. PURPOSE AND SCOPE OF SERVICES
- III. RECORD INFORMATION AND SITE VIEWING
- IV. SCRUTINIZED CONTRACTORS
- V. REQUIRED USE OF E-VERIFY
- VI. SPECIAL TERMS AND CONDITIONS OF THE SOLICITATION
- VII. SUBMITTAL REQUIREMENTS

# **REQUEST FOR QUALIFICATIONS (RFQ)**

**RFQ #7-21-09**

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## **Indian River Lagoon Restoration Program Septic-to-Sewer Conversion Projects**

### **PART I: GENERAL INSTRUCTIONS**

#### **I. INTRODUCTION**

The Board of County Commissioners of Brevard County, Florida, (hereafter, County) announces that professional engineering services are required to perform project design, permitting, bidding assistance, and construction administration services for one or more of the following septic-to-sewer areas:

- County Map of Septic to Sewer Areas (Exhibit A)
1. North Merritt Island (Exhibit B)
  2. South Merritt Island (Exhibit C)
  3. Central Brevard (Exhibit D)
  4. Little Hollywood (Exhibit E)

See attached map for location and detail of the areas mentioned above.

#### **II. BACKGROUND, OVERVIEW, GOALS**

The Brevard County Natural Resources Management Office is administering the Indian River Lagoon Restoration Program. Part of that Program is elimination of certain septic tanks by extending wastewater collection to certain areas of Brevard County. Brevard County Utility Services is assisting the Program by contracting with consulting engineers through the Request for Qualifications process, to manage and supervise the design and construction of those wastewater collection extensions.

#### **III. PURPOSE AND SCOPE OF SERVICES**

The scope of the professional engineering services requested are to evaluate the gravity sewer versus vacuum sewer analysis, design the improvements, prepare bid documents, obtain required permits, provide bidding assistance, assist in construction contractor selection, provide construction management services, review shop drawings, answer contractor requests for information, authorize pay requests, prepare record drawings, provide operation and maintenance manuals, assist with start-up, and certify completion of construction.

The procurement of these services will be done by competitive selection and negotiation consistent with Chapter 287.055 of the Florida Statutes, "Consultants' Competitive Negotiation Act," and Brevard County Policy BCC-26, "Acquisition of Consultant Professional Services."

Qualified responses will be reviewed and ranked by the County's Selection Committee at a Public Meeting. At this meeting, the Selection Committee may make a final selection of the firm or firms; or the Selection Committee may choose to shortlist a minimum of the three (3) top-ranked firms. If shortlisting is done, the shortlisted firms will be requested to make a presentation to the Selection Committee followed by an interview by the Selection Committee.

At least five (5) days prior to the presentations/interviews the Selection Committee will provide those firms selected for a presentation/interview with a document that sets forth information regarding how the presentation and interview will be conducted, evaluated and ranked.

After the interviews, the Selection Committee will rank the finalists to determine the selected firm(s). The Negotiating Committee will then negotiate with the top-ranked firm(s). Selection will be made in accordance with the Florida "Consultants' Competitive Negotiations Act" (§ 287.055, F.S.) and Brevard County Policy BCC-26. Brevard County reserves the right to revise, delete portions, and/or limit the scope of professional services and to reject any and all Responses.

Responses to this RFQ for Indian River Lagoon Restoration Program Septic-to-Sewer Conversion Projects will be received until **March 11, 2021 @ 2:00pm**.

The deadline for questions will be March 2, 2021 @ 5:00pm.

Consultants shall promptly notify Purchasing Services, prior to their submission, of any ambiguity, inconsistency or error, which they may discover upon examination of the RFQ documents. No interpretation of the meaning of specifications or other documents will be made to any Consultant orally, nor may Consultant rely on any such pre-bid statements in completing the bid. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or emailed to the attention of Stephanie Reynolds at [stephanie.reynolds@brevardfl.gov](mailto:stephanie.reynolds@brevardfl.gov). To be given consideration, such requests must be received in writing no later than five days before the opening date.

Qualifications shall be submitted to the Brevard County Purchasing Services, Attn: Stephanie Reynolds, 2725 Judge Fran Jamieson Way, Building C-303, Viera, Florida 32940.

\*NOTE: Please ensure that if you use a third-party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to the Brevard County Purchasing Department at the address above. To be considered, an RFQ must be accepted in the Purchasing Services no later than the closing date and time.

All firms and their agents are hereby placed on notice that they are not to contact members of the Board of County Commissioners or staff regarding this RFQ, with the exception of the designated liaison. Public meetings of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by this Request for Qualifications and written correspondence in regards to this Request for Qualifications is to be submitted to the designated liaison.

The staff member designated as the liaison for this Request for Qualifications is Stephanie Reynolds, Brevard County Purchasing Services, (321) 617-7390; e-mail [stephanie.reynolds@brevardfl.gov](mailto:stephanie.reynolds@brevardfl.gov).

#### IV. RECORD INFORMATION AND SITE VIEWING

Complete package is available on DemandStar® (<https://www.demandstar.com>) or on VendorLink ([www.myvendorlink.com](http://www.myvendorlink.com)) website.

You may also contact the Purchasing Services office at:

Brevard County Board of County Commissioners  
Purchasing Services  
Attn: Stephanie Reynolds  
2725 Judge Fran Jamieson Way, Building C, 3rd Floor

Viera, Florida 32940  
(321) 617-7390 / Email: [stephanie.reynolds@brevardfl.gov](mailto:stephanie.reynolds@brevardfl.gov)

The Utility Department will not provide access to these sites before the Consultants submittal of their qualifications. Consultants that make the shortlist will be allowed limited access to the sites prior to their presentations and interviews.

1. All responses shall become the property of the County. The details of the sealed response documents submitted by a respondent will remain exempt from public inspection consistent with Chapter 119.071 of the Florida Statutes, General Exemptions From Inspection or Copying of Public Records.
2. All Consultants must acknowledge and conform to the statement on Public Entity Crimes (Attachment "B") prior to entering into a Contract with the County.
3. If the County is unable to electronically verify the Consultant participates in the E-Verify Program, as required; the CONSULTANT SHALL be required to submit a copy of the fully executed E-Verify Memorandum of Understanding before the County will enter into contract or issue notice to proceed with Consultant.
4. The County will not reimburse a respondent for any costs associated with preparation and submittal of responses to this solicitation.
5. Consultants acknowledge that all information contained within their responses are ultimately public records to the extent required by the State of Florida Public Records Laws.
6. Awards made pursuant to this Request for Qualifications are subject to the provisions of Chapter 112, Part III, Florida Statutes, "Code of Ethics for Public Officers and Employees." All respondents must disclose in their responses the name of any officer, director, or agent who is also an employee of the County. Furthermore, all Consultants must disclose the name of any County employee who owns, directly or indirectly, any interest of five percent (5%) or more in the Consultant's firm or any of the respondent's branches or subsidiaries.
7. Consultants, their agents, and associates shall not contact any County official or member of the County staff regarding this Request for Qualifications during the selection process. Failure to comply with this provision will result in disqualification of the Consultant. Only the designated liaison identified in this response may be contacted.
8. Consultant shall not discriminate with respect to age, race, color, gender, religion, disability, or national origin in any manner with regard to this solicitation.
9. The responsibility for determining the extent of the professional engineering services required rests solely with the respondent. Neither the County nor its representatives shall be responsible for determining the final scope of services that may be required.
10. All timely responses will be considered. Consultants are requested to clearly indicate any deviations from the submittal requirements.
11. Each Consultant is responsible for full and complete compliance with all laws, rules and regulations including those of the Federal Government, State of Florida and applicable local ordinances. Failure or inability on the part of the respondent to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve any Consultant from its obligation to honor its response and to perform completely in accordance with its response.

12. The County, at its discretion, reserves the right to waive minor informalities or irregularities in any response, request clarification of information from Consultants, to reject any and all responses in whole or in part, with or without cause, and to accept any response, which, in the County's judgment, will be in the County's best interest.
13. Any interpretation, clarification, correction or change to the Request for Qualifications will be made by written addendum issued by Brevard County Purchasing Services. Any oral or other type of communication concerning the Request for Qualifications shall not be binding upon the County.
14. Responses must be signed by an individual of the Consultant's organization legally authorized to commit the Consultant's organization to the performance of the services contemplated by this Request for Qualifications.
15. Any Responses submitted before the deadline may be withdrawn by written request received by the County before the time fixed for receipt of Responses. Withdrawal of any Response will not prejudice the right of the respondent to submit a new or amended Response as long as Brevard County receives the Response by the deadline as provided herein.
16. For good and sufficient reason, up to forty-eight (48) hours before the advertised deadline, the County may extend the Response deadline. Notice will be provided by an addendum being published to VendorLink [www.myvendorlink.com](http://www.myvendorlink.com) and DemandStar [www.demandstar.com](http://www.demandstar.com).

#### V. SCRUTINIZED CONSULTANTS

Awarded Consultant shall certify that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than \$1,000,000 the Consultant further certifies that it and its subconsultants 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 Consultant submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Consultant 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 Consultant 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 Consultant submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Consultant 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 Consultant 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 Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

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.

#### VI. REQUIRED USE OF E-VERIFY

1. Brevard County will not accept bids from Consultants who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S. Code § 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a Consultant's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded proposal. The 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 shall expressly require any subconsultants 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 subconsultant during the Contract term. **If the County is unable to electronically verify the lowest responsive responsible Consultant participates in the E-Verify Program; the lowest responsive responsible CONSULTANT SHALL be required to submit a copy of the fully executed E-Verify Memorandum of Understanding before the County will enter into contract or issue notice to proceed with Consultant.**

#### VII. SPECIAL TERMS AND CONDITIONS OF THE SOLICITATION

1. A Consultant with which the County successfully negotiates terms and conditions for the Work shall be required to enter into a contract with the County that incorporates the requirements of this Request for Qualifications and terms and conditions. If the parties cannot agree to the services and/or fees for the project, the County reserves the right to cease negotiations with the subject Consultant and initiate negotiations with the Second-ranked Consultant (and so on).
2. The successful Consultant shall hold harmless, indemnify and defend the County, its Commissioners, employees, representatives and agents against any claim, action, loss, damage, injury, liability, cost and/or expense arising out of or incidental to respondent's services under this Agreement. Consideration for this indemnification provision will be included in the Consultant's hourly rate.
3. **The successful Consultant shall not be allowed to substitute project team members named in this response during the course of the contract without prior written permission of the County. This requirement is not negotiable.**
4. The successful Consultant, prior to signing of the contract, and before starting work on any projects, shall be required to submit all certificates of insurance as follows:
  - a. Workers' Compensation – Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Consultant shall require any subconsultant to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Consultant and all subconsultants shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Consultant shall be responsible for compliance with these requirements by each subconsultant, Consultant or supplier when applicable.
  - b. 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.

- c. Professional Liability Insurance - For errors and omissions in the amounts of \$1,000,000 per claim.
5. Tie - Award of all tie rankings shall be made by the Purchasing Manager in accordance with State Statutes, which allows a respondent certified as a Drug-Free Workplace to have precedence. When evaluation of responses to solicitations results in the identical ranking with regards to the responses from two or more Consultants, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):
- a. Priority shall be given to the respondent certifying that it is a Drug-Free Workplace as defined within §287.087, Florida Statutes;
  - b. Should a tie still exist, priority shall be given until the tie is broken, to the respondent with the highest total of raw scores for each evaluation criteria, progressing from the highest weighted criteria to the lowest rated criteria. If multiple evaluation criteria have identical weights, the combined total weights of the identically weighted criteria shall be used;
  - c. In the event that a tie still exists after progressing through a-b, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the affected Consultants if they elect to be present.
6. Complaints and Disputes - Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:
- a. Posting of Award Notices
    - i. FORMAL SEALED BIDS/QUOTES: No later than three (3) business days after a bid opening the Purchasing Manager or his/her designee shall post a tabulation of competitive sealed bids/quotes on VendorLink and DemandStar. The apparent low bid/quote will be the intended award recommendation. If after posting the tabulation, the apparent low bid/quote is found to be non-responsive to the specifications, the formal award evaluation will be posted. The time for filing a protest will begin the date of the later posting.
    - ii. FORMAL SEALED PROPOSALS/RFQs: No later than three (3) business days after the selection committee recommendations are finalized the Purchasing Manager or his/her designee shall post the selection committee's rankings and recommended award for Proposals.
  - b. Proceedings
    - i. Any responding consultant—who is allegedly aggrieved in connection with the solicitation or pending award of a contract—must file a formal written protest with the Purchasing Manager within five (5) business days of the posted award recommendation.
    - ii. The formal written protest shall reference the bid/quote/proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought.
    - iii. Within seven (7) calendar days of receipt of the formal written protest, the Purchasing Manager will arrange a meeting of the Protest Committee and the affected parties. The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group which the user department or group is not assigned; one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned under. The Purchasing Manager shall act as a non-voting Hearing Coordinator and

the County Attorney or designee may be requested to attend as a non-voting member. The Purchasing Manager or designee record the meeting and provide any information as the committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to: (1) review the basis of the protest, (2) evaluate the facts and merits of the Proposal protest, and (3) if possible, to reach a resolution of the protest that is acceptable to the affected parties. For the purpose of the Protest Committee hearing, resolution shall mean that the Protestor finds the decision of the Protest Committee acceptable.

- iv. In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Purchasing Manager will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via Board Agenda. The County Manager, prior to approval and placement on the Board agenda, may elect to resolve the matter before presentation to the Board. In the event that the County Manager cannot bring the matter to resolution, a copy of the Agenda Report shall be furnished immediately to all affected parties. The affected parties may appear before the Board of County Commissioners as a final means of administrative remedy.

c. Stay of Procurement During Protests

Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be made immediately in order to protect the public interest. Invoice disputes between an awarded Consultant and user agency will follow the guidelines set forth in AO-33, *Prompt Payment of Invoices*.

VIII. SUBMITTAL REQUIREMENTS

Responses will be evaluated based on the written document submitted as the response to this RFQ; therefore, the response must give a clear, concise, and complete statement of qualifications. For reasons of maintaining fairness and for ease of evaluation, responses to this Request for Qualifications must comply with the following directions and must be presented in this format and in this order:

SUBMITTAL FORMAT:

Submittals shall be printed on 8-1/2 × 11-inch paper, bound in booklet style, typed in Arial, Century, Courier, or Verdana typeface, in at least 12-point size. Both sides of the page may be printed. Number all pages. Covers, tables of contents, and divider tabs will not be counted in the section page limits. **Please submit three (3) fully executed signed copies and one (1) electronic copy on USB flash drive or CD/DVD**. The booklet shall be divided and organized with tabs as follows:

Tab 1: Introduction (maximum 4 pages)

- 1) Consultant's Basic Information – Consultant's name, mailing address, email address, and phone number(s).
- 2) Primary Contact Person – Name and contact information for the Consultant's primary contact person. This person will be the contact person for all matters related to the response to this RFQ, scheduling, negotiating, and contracting.
- 3) Consultant's Qualifications – Summary and highlights of the Consultant's qualifications and ability to provide the services identified in the purpose and scope paragraph of this RFQ (Section III). Detail the capacity & expertise of the staff within the firm and how it be utilized to complete the scope of work.
- 4) Additional Information - Additional information the Consultant believes relevant and important to his or her submittal not otherwise requested.

Tab 2: Organizational Profile and Subconsultants (maximum 6 pages)

- 1) Project Manager - Name, office location, background, education, and experience of the Consultant's project manager for all the services to be provided. This person will be the contact person for all technical services performed by the Consultant for Brevard County Utility Services.
- 2) Key Team Members - Name, office location, background, education, and experience of each key team member for the services to be provided.
- 3) Subconsultants - Identify services to be provided by subconsultants, and provide the name and contact information for each subconsultant's contact person,. Provide summaries of each subconsultant's experience relative to the portion of the services they intend to provide and working history of working with the prime consultant.
- 4) Organizational Chart - Graphical illustration of the service delivery structure.

Tab 3: Experience (maximum 8 pages)

- 1) Water & Wastewater Utility Experience - Describe the experience that the firm has had with Brevard County Utility Services or with any water & wastewater utility department throughout Florida.
- 2) Septic Conversion Experience - describe the experience that the firm has with septic conversion projects in Florida and detail what collection system approach was utilized (i.e. gravity sewer, vacuum sewer).

Project Summary - All projects mentioned under Tab 3 can be on-going or completed, within the last 10 years. Must have a minimum of 5 active continuing engineering service contracts with government/public entities within Florida. Must have a minimum of 6 septic-to sewer conversion projects. None of the projects can be predominately grinder pump system. For any project specific profile provided under Tab 3, each project profile should contain no less than the following:

- a. Name of the Project Manager
- b. Name of Key Staff Members
- c. Brief description of the project and its cost (i.e. engineering cost, awarded construction bid and construction change order).
- d. Scope of Consultant's involvement in the overall project
- e. Project References: Client, contact name, and phone number

Tab 4: Required Proposal Forms

- 1) GSA Standard Form 330 (Can be downloaded here - Form: SF330)
- 2) Signed Public Entity Crime Affidavit (Attachment A)
- 3) Signed Consultant Affidavit Regarding Scrutinized Company List (Attachment B)
- 4) Drug Free Workplace Form (Attachment C)
- 5) Reference Form (Attachment D)
- 6) Location Checklist (Attachment E)

IX. EVALUATION CRITERIA

In accordance with Section 287.055, Florida Statutes or most recent supplement, final rankings of the firm will be presented to the Brevard County Board of County Commissioners for approval and authorization to negotiate with top-ranked firms. Each response will be evaluated by the Selection Committee members and subjectively scored on Compliance with Instructions, Introduction, Organizational Profile and Subconsultants, Experience, and Design Approach for a maximum of 100 points as outlined below. The format of the submittal constitutes part of the RFQ response.

<u>Criteria</u>	<u>Weighted Score</u>
<b><u>Tab 1: Introduction</u></b>	
1. General summary of qualifications	10
2. Staffing Capacity	5
3. Additional information	5
<b><u>Tab 2: Organizational Profile and Subconsultants</u></b>	
1. Project manager qualifications	10
2. Key team members	10
3. Subconsultants qualifications	5
4. Organizational structure	5
<b><u>Tab 3: Experience</u></b>	
1. Brevard County Experience (or other utility department experience)	20
2. Septic Conversion Experience	30
<b>Total ► <u>100</u></b>	

X. SELECTION COMMITTEE

The Selection Committee appointed by the County Manager to review and evaluate the statement of qualification and performance data includes the following:

Matt Prendergast, Utility Services Assistant Director  
 Don Kean, Utility Services Engineering Manager  
 Lucas Siegfried, Utility Services Engineer III  
 Virginia Barker, Natural Resources Director  
 John Denninghoff, Assistant County Manager

ATTACHMENT A

**PUBLIC ENTITY CRIME FORM**

**Section 287.133(3)(a), Florida Statutes, on 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/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 consultant, supplier, subconsultant, 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: \_\_\_\_\_

ATTACHMENT B

**CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST**

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than \$1,000,000 the Contractor further 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.

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.

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, personally appeared

\_\_\_\_\_, who, being by me first duly sworn, made the following statement:

1. The Business address of \_\_\_\_\_ (name of bidder or contractor) is \_\_\_\_\_.
2. My relationship to \_\_\_\_\_ (name of bidder or contractor) is \_\_\_\_\_ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking

other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. \_\_\_\_\_ (name of the bidder or contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. \_\_\_\_\_ (name of the bidder or contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. \_\_\_\_\_ (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

\_\_\_\_\_  
Signature

Sworn to and subscribed before me in the state and county first mentioned above on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(AFFIX SEAL or STAMP)

\_\_\_\_\_  
Notary Public

My commission expires:

ATTACHMENT C

**CONFIRMATION OF DRUG-FREE WORKPLACE FORM**

In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

*As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.*

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Bid Number and Name

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position



ATTACHMENT D

REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

**Note:** A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do not list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: \_\_\_\_\_  
Date of Services: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, ZIP Code: \_\_\_\_\_  
Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

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Ref #2. Customer/Client: \_\_\_\_\_  
Date of Services: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, ZIP Code: \_\_\_\_\_  
Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

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Ref #3. Customer/Client: \_\_\_\_\_  
Date of Services: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, ZIP Code: \_\_\_\_\_  
Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

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Ref #4. Customer/Client: \_\_\_\_\_  
Date of Services: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, ZIP Code: \_\_\_\_\_  
Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

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Ref #5. Customer/Client: \_\_\_\_\_  
Date of Services: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, ZIP Code: \_\_\_\_\_  
Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

---

CONTRACTOR NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PRINTED SIGNATURE \_\_\_\_\_  
AUTHORIZED SIGNATURE \_\_\_\_\_  
TELEPHONE # \_\_\_\_\_ FAX# \_\_\_\_\_ DATE \_\_\_\_\_  
EMAIL: \_\_\_\_\_

**Location Checklist**  
**RFQ #7-21-09**  
**Attachment E**

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**Indian River Lagoon Restoration Program Septic-to-Sewer Conversion Projects**

**Please check the location(s) that your consultant firm is interested in:**

<b>Location:</b>	
<b>North Merritt Island</b>	
<b>South Merritt Island</b>	
<b>Central Brevard</b>	
<b>Little Hollywood</b>	

**Exhibit II**

**TASK ORDER NO. 1**

# TASK ORDER No. 1

## RFQ #7-21-09 Save Our Indian River Lagoon Septic to Sewer Conversion Program

### SECTION A - PROJECT DESCRIPTION

The Brevard County Natural Resources Management Office is administering the Save Our Indian River Lagoon Restoration Program (SOIRL). Part of the SOIRL is elimination of certain septic tanks by extending wastewater collection to certain areas of the Brevard County (COUNTY). The COUNTY is assisting the Program by managing and supervising the design and construction of those wastewater collection extensions in the following Service Areas mentioned below and highlighted on the attached Exhibits:

1. North Merritt Island (Exhibit A)
2. South Merritt Island (Exhibit B)
3. Little Hollywood (Exhibit C)

Many of the residential streets in these Services Areas are narrow and will be impacted during the delivery of this project. The installation of the vacuum main or gravity pipelines, associated service laterals, force mains, etc. will adversely impact the local public roads. Due to the tight corridors in some areas, it is anticipated that the gravity lines and/or the vacuum mains will be installed along side of existing roads creating a longitudinal cut on or near the edge of pavement. Installing new sewer laterals to each vacuum valve pit or gravity pipeline along the roadways will require a significant number of latitudinal cuts in the roadways. Roadway restoration will be completed according to the County's Standards after underground construction is completed. This scope of work describes the services to be provided by Wade Trim (PROFESSIONAL) for the data collection, preliminary design, final design, and construction phase services the Service Areas and supporting work.

The project will be broken into five tasks and the PROFESSIONAL and its subconsultants will furnish professional engineering services to include: project management, data acquisition, preliminary design, final design, and construction phase services. These services consist of architectural, structural, civil, environmental, mechanical, permitting, HVAC/plumbing, instrumentation, and electrical design disciplines. Services will also include construction phase services such as construction management and observation, and post construction services. However, these services will be included in a future scope of work.

### SECTION B - PROJECT MANAGEMENT SERVICES

Throughout the duration of the project, the PROFESSIONAL will perform the following Project Management Services. Budgeting of the following project management services are included within the tasks identified in Section C.

**Project Management Services:** Project Management Services include staffing, schedule management, budget management, invoicing, miscellaneous meetings, and coordination with the COUNTY. Invoices will be prepared to show cost allocations for each of the Service Areas. The services included under this effort and the tasks listed below include data acquisition, preliminary design, and final design.

**Project Kick-off Meeting:** A project kickoff meeting will be held with members of the COUNTY to identify critical Project issues, establish performance objectives, set priorities, and establish critical success factors with regards to the Project. In addition, the COUNTY will provide input relative to external stakeholders and the perceived issues that stakeholders may have related to the Project. An agenda will be provided prior to the meeting and a meeting summary will be provided after the meeting.

**Monthly Status Meetings:** Schedule, attend and lead one monthly status meeting with the COUNTY to provide information regarding the status of each of the Service Areas of the Project. The meetings will be scheduled to coincide with the COUNTY'S Project Managers' needs for such status information. An agenda will be provided prior to the meeting. During the meeting, a presentation will be provided that summarizes the status of the Project by task and will include an update to the project schedule.

**Quality Assurance/Quality Control Management:** Perform quality assurance and quality control (QA/QC) reviews. The QA/QC Team will prepare written comments on Project deliverables at the appropriate stages of the Project. The PROFESSIONAL will prepare a memorandum to address the comments provided by the QA/QC team. The QA/QC Team will complete a review of the preliminary and final design prior to submittal to the COUNTY. QA/QC will be audited internally by the PROFESSIONAL for conformance with the PROFESSIONAL's QA/QC Plan.

## **SECTION C – SCOPE OF WORK**

### **TASK 1 - DATA COLLECTION SERVICES**

The PROFESSIONAL will perform the following Data Collection Services.

**1.1 Formal Data Request/Review:** Upon request, the COUNTY will provide to the PROFESSIONAL copies of available information relevant to the Service Areas for review including, but not limited to:

- GIS files of all existing information in the Service Areas
- Right-of-Way maps for the Service Areas
- Reclaimed water as-built information
- Location of known EPA clean-up sites
- Sanitary sewer as-built information
- Location, parcel data, and available surveys for properties owned by the COUNTY in the Service Areas
- Environmental reports, surveys, or assessments performed in the Service Areas
- Local and County-wide septic to sewer conversion information and reports
- Location of public and private roads within the Service Areas
- Available right-of-way maps of the Service Areas

The PROFESSIONAL will compile, track, and document these items and report each month on the status of the data requested from the COUNTY.

**1.2 Site Visits:** The PROFESSIONAL will complete site visits for each Service Area that include data collection, as-built verification, preliminary location of existing septic tanks and exterior residential sewer line cleanouts, potential parcels for pump stations and vacuum pump stations, potential pipeline obstacles like large existing trees, identification of potential environmental impacts, and other data collection necessary for the project.

**1.3 Survey:** The PROFESSIONAL will complete the following tasks:

#### **Topographic Survey Horizontal and Vertical Control**

Set and reference Survey Control Points as horizontal and vertical control (HVC) points in well-established structures throughout the Service Areas.

- The HVC control locations will be reviewed with the County Survey staff prior to establishment.
- Horizontal control data will be referenced to the Florida State Plane Coordinate System, East Zone and the North American Datum of 1983, Adjustment of 2011 (NAD 83/2011).
- Vertical control data will be referenced to the North American Vertical Datum of 1988 (NAVD88). A conversion from NAVD88 to the National Geodetic Vertical Datum of 1929 (NGVD29) will be provided for the site.

### **Aerial Photogrammetry and Aerial LiDAR**

Set aerial targets and utilize photogrammetry and aerial LiDAR to collect and complete a topographic survey of all public streets located within the project areas. Identify obscured areas (void area densification) and complete traditional topographic survey data collection. A drainage survey will also be conducted in the project limits and included in the topographic survey file.

- Provide georeferenced 3" colored ortho imagery of all project area streets that will be used for preliminary corridor route study efforts. Provide check cross sections to verify the accuracy of the DTM throughout the limits.
- The survey will include the location of above-grade features or improvements within 10 feet beyond the right-of-way including: visible features (pavement, curbs, sidewalks, walls, fences, power poles, fire hydrants, utility marker posts, pull boxes, valve boxes, manholes (rim and invert elevations, including size / material and direction where identifiable), storm inlets (rim and invert elevations, including size / material and direction where identifiable), junction boxes, cleanouts, fire hydrants, trees above 4" DBH, etc.)

### **Collect septic tank/septic systems**

Collect single data point representing marked / flagged septic tank location identified by others or best guess location if not identified. Obtain cleanout location / elevation if visible and accessible. Collect finish floor elevation of home or garage, as accessible.

### **Alignments and Right of Way**

- Provide Brevard County Right-of-Way Inventory files and perform limited field work to confirm right-of-way lines in limited locations as discussed with client. NOTE: No boundary or right-of-way determination is being made as part of this survey, and lines provided representing such things will be lines provided via Brevard County GIS.
- Provide calculated alignments based on approximate centerline of pavement and include HPC/VPC control points shown and reference to alignment where applicable. NOTE: No alignment points will be set or referenced in the field.

### **Deliverables**

- AutoCAD topographic survey files with DTM, suitable for plotting at 1"=50' scale (1' contours), digital copy only.
- 0.25' GSD orthoimagery
- Professional Surveyor and Mapper report documenting the processes and procedures used for the completion of this project.
- AutoCAD file or files containing LiDAR data and DTM mentioned above, with field collected topographic data (including control points, drainage structures, trees and those other features mentioned above) added. Linework created for above-ground features such as edge of pavement, curb, sidewalks and portions of drives within project area.

## **1.4 Subsurface Utility Engineering Services: PROFESSIONAL provide subsurface utility engineering to complete the required Level A subsurface locates to complete the design activities.**

The COUNTY requires the underground utilities along the project route to be mapped. This utility mapping will include developing base maps using existing record drawings and other existing information. Vacuum potholing and other locating methods will be used as needed to evaluate utility locations for existing underground utilities. Designation includes 2-dimensional collection of existing utilities and selected 3-dimensional verification as needed for designation. Location includes non-destructive excavation to determine size, material, service, and location of existing utility, as necessary for final 3-dimensional verification. Survey includes collection of data on points as needed for designates and locates. Includes analysis and processing of all field collected data, and delivery of all appropriate electronic files.

It is assumed that up to 120 SUE locates (40 for each Service Area) will be provided with 60 outside the roadway (20 per Service Area) and 60 within the roadway (20 per Service Area). Once identified, the location of utilities will be surveyed and shown on the project mapping.

**1.5 Environmental Services:** The PROFESSIONAL will complete the following tasks:

**Wetland Delineation**

The jurisdictional boundaries of each wetland and surface water within the preferred pipeline corridor and pump station site will be delineated in accordance with the State of Florida Wetland Delineation Methodology outlined in Chapter 62-340, F.A.C. and the U.S. Army Corp of Engineer's (ACOE) Interim Regional Supplement to the Wetland Delineation Manual. GPS coordinates of the wetland flags will be collected, and maps prepared showing the approximate wetland limits overlain on aerial imagery. The PROFESSIONAL will meet on-site with staff from either the Brevard County or the Florida Department of Environmental Protection (FDEP) to obtain agency approval of the wetland and surface water boundaries.

**Habitat Assessment and Protected Species Evaluation**

The PROFESSIONAL will conduct a field review of the proposed improvement areas to describe the habitats and determine the potential presence of species listed by the U.S. Fish and Wildlife Service (FWS) or the Florida Fish and Wildlife Conservation Commission (FWC) as endangered, threatened, or Species of Special Concern. In addition, FWS and FWC protected species databases and GIS data will be reviewed. A habitat assessment memorandum will be prepared that includes habitat descriptions, photos, and observed protected wildlife along with an aerial map showing their location.

**Grand Oak Assessment**

If necessary, the PROFESSIONAL will conduct a Grand Oak assessment to determine the permitting and mitigation requirements in accordance Brevard County ordinances. Using the tree survey as a starting point, a field assessment will be conducted to identify the tree species and assess the general health. A Tree Assessment Memo will be prepared summarizing the results, permitting and mitigation requirements.

**Gopher Tortoise Survey**

If necessary, the PROFESSIONAL will conduct a survey of suitable gopher tortoise habitat within the project limits in accordance with methodology outlined in the Florida Fish and Wildlife Conservation Commission's (FWC) Gopher Tortoise Permitting Guidelines dated July 2020. Potentially occupied burrows will be marked in the field, the activity status noted, and GPS coordinates recorded.

**Gopher Tortoise Permit Application**

The following information will be submitted to the FWC in support of either a 10 or Fewer Burrows Permit application:

- Completed permit application
- Land Cover Map: A recent aerial photograph of the development site with land cover types identified. The acreage and percent coverage of each land use type as well as a list of dominant vegetation will be denoted on the map.
- Soils Map: A recent aerial photograph of the development site depicting soil type and depth to water table (DWT) values for project site. The acreage and percent coverage for each soil type will be calculated.
- Gopher Tortoise Habitat Map: A map delineating potential tortoise habitat on the project site will be prepared and include acreage estimate by land cover type.
- Burrow Location Map: The location of each burrow observed during the burrow survey and burrow activity will be overlain on a recent aerial photo. This map will also show the location the project limits and survey limits.
- A table that shows the burrow label, activity class, and associated Global Positioning System (GPS) coordinates.
- Calculated gopher tortoise population density
- The name of the FWC approved off-site recipient area and a Recipient Site Authorization Letter/Letter of Reservation will be obtained from the Recipient Site owner.

- Responses to the FWC's requests for additional information regarding the relocation permit application will be prepared.

**1.6 Geotechnical Services:** The PROFESSIONAL will complete the required subsurface geotechnical investigation in support of the design activities.

The PROFESSIONAL will obtain necessary permits for the completion of the work within existing right-of-way. If necessary, appropriate maintenance-of-traffic, in accordance with FDOT standard indices, will be performed. Prior to drilling, the PROFESSIONAL will request utility locates from Sunshine 811.

PROFESSIONAL will conduct an evaluation of the subsurface soil conditions and general location and description of deleterious materials encountered in the borings. Borings will identify existing groundwater levels and estimate normal seasonal high-water fluctuations. General site preparation requirement and trenchless and open-cut recommendations will be provided. Work will be completed as follows:

**Subsurface Exploration**

- Mobilize to the site with a truck mounted drill rig
- Drill 375 Standard Penetration Test (SPT) borings (roughly 1,000 feet apart) to a depth of 10 feet each below existing land surface (bls) along the proposed sewer traverse.
- Drill one (1) boring to a depth of 50 feet bls and four (4) auger bores to a depth of 10 feet bls at each proposed vacuum pump station location. A total of five (5) vacuum pump station sites are assumed for this project.
- Install a temporary piezometer within each borehole and measure stabilized groundwater levels.

**Engineering Services**

- Utility Clearance and staking boring locations
- Engineering Analysis and Geotechnical Engineering Report including a description of the subsoil conditions encountered, our estimates of the typical wet season high groundwater levels at the boring locations, general recommendations for site preparation procedures & foundation design parameters for the proposed vacuum station and interconnect pipeline.

The Geotechnical Investigation Report will include soil borings along the Project corridors and at the selected pump station sites as follows:

Location/Site	Estimated No. of Borings
Roadway Pavement Cores	45
Selected Pump Station Sites (Assumed 5)	
Vacuum Pump Station No. 1	1 SPT – 50 feet each 4 Augers – 10 feet each
Vacuum Pump Station No. 2	1 SPT – 50 feet each 4 Augers – 10 feet each
Vacuum Pump Station No. 3	1 SPT – 50 feet each 4 Augers – 10 feet each
Vacuum Pump Station No. 4	1 SPT – 50 feet each 4 Augers – 10 feet each
Vacuum Pump Station No. 5	1 SPT – 50 feet each 4 Augers – 10 feet each
Pipeline & Pump Station Cores	TBD
375 spaced @ 1,000 feet each	375 SPT – 10 feet each
<b>Total Number of Augers</b>	<b>20 Augers – 10 feet each</b>
<b>Total Number of Standard Penetrating Test Borings</b>	<b>375 SPT – 10 feet each 5 SPT – 50 feet each</b>
<b>Total Roadway Pavement Cores</b>	<b>45</b>



- 1.7 **Septic Tank Location Sheets:** The PROFESSIONAL will prepare septic tank and external cleanout location sheets to be provided to the COUNTY. The COUNTY will mail these sheets to the residents asking them to locate their septic tanks and external cleanouts on these sheets to be used by the PROFESSIONAL in the development of the design drawings. The COUNTY will provide any received sheets back from the residents prior to the start of Task 4.
- 1.8 **Pre-Application Meetings with FDEP and COUNTY:** The PROFESSIONAL will establish connection with FDEP and appropriate COUNTY (Utilities, Public Works, Planning) and permitting agencies (Department of Health, railroads, etc.) to discuss the details of the project so that these agencies are aware and ready for any required permitting applications. PROFESSIONAL will have a formal pre-application meeting with each agency, discuss the project, and obtain feedback from the agencies, incorporating their comments into the preliminary design package. The PROFESSIONAL will prepare a meeting summary at the completion of each meeting and submit it to the COUNTY.
- 1.9 **Research of Future Work in the Area by Other Departments and Agencies:** The PROFESSIONAL will investigate current and future work in the Service Areas by other COUNTY departments and third-party agencies such as City of Cocoa (water), cable television, fiber optics, communications, etc. The PROFESSIONAL will document and compile a list of this work that includes scope of work, start dates, completion dates, and areas within the Service Areas that would be affected.

#### TASK 1 DELIVERABLES

The following deliverables for Task 1 are included in the cost of the fee schedule as shown in Section I.

- Drawing file representing the topographic survey and results of utility investigation, and a signed and sealed Surveyor's Report(s)
- Wetland boundary maps
- Habitat Assessment Memorandum
- Tree Assessment Memorandum
- Gopher Tortoise Survey
- Geotechnical investigation report(s)
- Meeting summaries of pre-application meetings with FDEP, COUNTY, and other permitting agencies
- List of future work in the area by COUNTY departments and other agencies

#### TASK 2 – PRELIMINARY DESIGN SERVICES

The PROFESSIONAL will perform the following Preliminary Design Services.

- 2.1 **Technology Selection:** The PROFESSIONAL will evaluate gravity sewer versus vacuum sewer for all areas within each Service Area considering cost effectiveness, constructability, parcel density, groundwater elevation, available land for pump stations, etc. and identify and recommend the most cost-effective, appropriate system or hybrid system for each of the Service Areas.
- 2.2 **Corridor Study Alternative Analysis:** The PROFESSIONAL will evaluate the location and recommend the optimum route for all vacuum main, gravity lines, force mains, vacuum pumping stations, pumping stations, and appurtenances. As part of the Corridor Study Alternative Analysis, the PROFESSIONAL will perform:
  - **Corridor Routing Alternative Analysis for Pipelines (gravity/vacuum):** The PROFESSIONAL will evaluate pipeline routes throughout the Service Areas to serve existing and anticipated future connections. In conjunction with this work, the PROFESSIONAL will establish the proposed route and size the pipelines to meet

manufacturer standards and FDEP guidelines. The route evaluation will include length, existing utilities, overhead power, social impacts, future maintenance needs, ease of system operation, railroad crossings, pump stations and vacuum pump station locations, easement requirements, constructability, capital costs, etc. It is assumed that private roads, if any, will be served at the right-of-way line.

- **Corridor Routing Alternative Analysis for Force Main:** The PROFESSIONAL will evaluate the force main pipeline route from the pump stations and vacuum pump stations to the point of connection with the COUNTY's wastewater collection system. In conjunction with this work, the PROFESSIONAL will size the proposed force main to meet COUNTY Standards and FDEP guidelines and will evaluate the proposed route. The route evaluation will include length, existing utilities, overhead power, social impacts, future maintenance needs, ease of system operation, railroad crossings, pump station locations, easement requirements, constructability, capital costs, etc.
- **Pump Station and Vacuum Pump Station Siting Alternative Analysis:** The PROFESSIONAL will evaluate potential pump station and vacuum pump station locations (up to three for each station) as determined in the hydraulic analysis completed under this task. The analysis will strive to minimize the number of pump stations and vacuum pump stations required. The PROFESSIONAL will conduct property research to identify locations that provide the most optimal performance of each pump station along with parcels that are available for purchase or those currently owned by the COUNTY.
- **COUNTY Stakeholder Workshop:** The PROFESSIONAL will hold a workshop with COUNTY stakeholders to present the findings and receive/address comments prior to submitting the final document.

- 2.3 System Hydraulics and Point-of-Connection:** The PROFESSIONAL will perform system hydraulic calculations that document the current and projected flow requirements and will present the hydraulic calculations showing the selected sizing of proposed pipelines, force mains, pump stations and vacuum pump station, pump sizing, and sewage transfer pump sizing based on the selected location of the pump stations and vacuum pump stations. The PROFESSIONAL will work with the COUNTY to locate the point-of-connection into the COUNTY's wastewater system for each Service Area.
- 2.4 Pre-Design Workshop:** The PROFESSIONAL will schedule and lead a pre-design workshop with COUNTY staff to discuss and kick-off the Basis of Design Report (BODR) and 30% design submittal. An agenda will be prepared and followed with a meeting summary posted at the end of the meeting. The meeting will discuss key deliverables, project milestones, expectations, and communication protocols.
- 2.5 30% Design Submittal:** The PROFESSIONAL will prepare 30% design drawings and specifications, to a level that illustrates the design intent. The 30% Design Submittal will include the following:
- Pipeline plan sheets
  - Pump Station and Vacuum Pump Station Plan and Sections
  - Roadway Typical Section(s) with pavement design(s)
  - Architectural, civil, structural, mechanical, electrical and instrumentation needs will be provided in the form of a Technical Memorandum
  - Table of Contents of project specifications
  - Legal descriptions for up to 30 parcels for use by the County in pursuit of land acquisition.
  - Renderings of vacuum pump stations
  - Identification of needed permits
  - Updated Class 4 AACEI OPCC

Depending on the level of survey completed, the documents will be prepared with available survey and when survey is not available, drawings will be completed using available County Property Appraiser GIS files and right-of-way information that will be placed in CAD files and used to provide

preliminary layouts and locations of the wastewater collection system. The 30% design will be prepared in accordance with the COUNTY's standards. Drawings will, to the extent possible, use the COUNTY's CAD standards and technical specifications and conform to COUNTY standards. The PROFESSIONAL will adhere to their own CAD standards for plotting and provide the COUNTY with the applicable plot files along with final electronic file copies of the record drawings upon Project completion. 30% design drawings will be provided electronically. Specifications will be typed using Microsoft Word (latest version) and will be submitted to the COUNTY, for use in the preparation of bid sets, in electronic format. To the extent possible, the PROFESSIONAL will provide electronic deliverables instead of hard copy deliverables.

The PROFESSIONAL will attend review meetings at the 30% design milestone in the design process. Design review workshops will be performed as discussed in Task 3.5.

- 2.6 Basis of Design Report:** Based on the selected routes completed in Task 2.5, the PROFESSIONAL will prepare a Basis of Design Report (BODR) for each Service Area that documents the current and projected flow requirements and presents the hydraulic calculations showing the selected sizing of the proposed improvements such as gravity lines, vacuum mains, force mains, pump stations, vacuum pump station, vacuum pump sizing, and sewage transfer pump sizing. The 30% design drawings will be incorporated and will be submitted showing the proposed alignment, location of pump stations and vacuum pump stations, and point-of-connection into the COUNTY's wastewater system.

The BODR will also address architectural needs for pump stations and vacuum pump stations as well as civil, site, stormwater, structural, mechanical, plumbing, security, landscape, odor control needs, electrical, instrumentation, etc. in written form with preliminary plan views. Power requirements will be identified and how electrical feeds will be brought to the pump station and vacuum pump station sites will be defined along with auxiliary power and fuel systems provided. The PROFESSIONAL will provide instrumentation recommendations on how the controls can communicate with the COUNTY's instrumentation and controls system via SCADA.

The BODR will include the preferred pipeline alignment, permit requirements, potential land acquisition needs, and a Class IV OPCC cost estimate. The PROFESSIONAL will meet with the COUNTY to discuss the draft BODR and incorporate any comments into the final BDOR Submittal.

- 2.7 Establish Project Design and Construction Standards:** The PROFESSIONAL will develop vacuum sewer system design and construction standards, specifications, and policies to be followed during the design and construction phase services of the Service Areas. The standards, specifications, and policies will be prepared in a manner that they can be used as County-wide standards and policies if deemed appropriate by the COUNTY. An outline of the contents of the design and construction standards and policies document is as follows:

- Introduction
- Design guidelines
- Vacuum sewer construction standards
- Single-family residential/single-building commercial connection standards
- FDEP-permitted commercial connection standards
- Testing and report requirements

An initial task meeting will be held with members of the COUNTY and PROFESSIONAL for the purpose of gathering necessary documentation and soliciting input that can be integrated into the proposed Design and Construction Standards, and Specifications (DCSS) document. In addition, COUNTY and PROFESSIONAL will provide input based on previous septic to sewer program experience that may pertain to the Project.

The PROFESSIONAL will prepare and submit a draft DCSS document to the COUNTY for review and comment. Once comments are received and addressed, the PROFESSIONAL will submit the final document to the COUNTY.

## TASK 2 DELIVERABLES

The following deliverables for Task 2 are included in the cost of the fee schedule as shown in Section H.

- Corridor study alternative analysis
- COUNTY stakeholder workshop for corridor study alternative analysis
- System hydraulic calculations and model (if available)
- Draft and Final BODR, and 30% design drawings
- Project design and construction standards and policies

## TASK 3 - FINAL DESIGN SERVICES

The PROFESSIONAL will perform the following Final Design Services.

Upon completion of the 30% Design Review Workshop, the PROFESSIONAL will begin the Final Design Services.

- 3.1 75% Design Submittal and FDEP Permitting:** The PROFESSIONAL will prepare 75% design drawings and specifications that will include the following:
- For the pump stations and vacuum pump stations, the PROFESSIONAL will improve general, architectural, structural, mechanical, and electrical and instrumentation design drawings to a 75% level of completion.
  - For the gravity and vacuum collection pipelines, the PROFESSIONAL will prepare plan and profile drawings to a 75% level of completion. Any valve pits and ancillary components will be located throughout the Service Areas to minimize the number of required pits. Valve pits will be sized as required to serve varying depths and distances of sewer laterals.
  - Incorporate manufacturer's recommended SCADA system into the COUNTY's system for failure warning only.
  - Prepare technical specifications to a 75% level of completion.
  - Update engineer's opinion of probable cost.
  - The FDEP permit application will be prepared and submitted to the COUNTY for signature at the conclusion of the 75% phase of design. One Request for Additional Information is anticipated for this application.
  - Attend a 75% design review workshop with the COUNTY in accordance with Task 3.5.
- 3.2 75% Electrical Design Submittal:** The PROFESSIONAL will prepare a 75% electrical design drawings and specifications submittal separate from Task 3.1. This submittal will include electrical, SCADA, and instrumentation information detailed to a 75% level for review and comment by the COUNTY. A separate Design Review Workshop will be held for this milestone deliverable.
- 3.3 100% Design:** The PROFESSIONAL will prepare 100% design drawings and specifications that will include the following:
- For the pump stations and vacuum pump station, the PROFESSIONAL will improve general, structural, mechanical, and electrical and instrumentation design drawings and specifications to a 100% level of completion.
  - For the gravity and vacuum collection pipelines, the PROFESSIONAL will prepare plan and profile drawings to a 100% level of completion and establish final location and depth of valve Pits.
  - Prepare technical specifications to a 100% level of completion.

- Prepare 100% engineer's opinion of probable construction cost.
- Attend a 100% design review meeting with the COUNTY in accordance with Task 3.5.

#### **3.4 Final Bid Documents**

- Incorporate final County comments
- Sign and Seal and provide County with the final construction documents ready for Contractor bidding.

**3.5 Design Review Workshops:** Design Review Workshops will include a detailed review of the design drawings with the COUNTY and will be accompanied with milestone progress sets showing select drawings for COUNTY review. The approach to the meeting is to facilitate interactive design review meetings where feedback may be provided during the meetings in lieu of a typical two-week turnaround. Changes requested during the workshop will be incorporated into the next milestone design drawings. Two (2) sets of the milestone design drawings will be provided for the COUNTY review. The COUNTY will distribute the deliverable items to the appropriate COUNTY Project Team Members and will allow a ten (10) working day review period from date of delivery of submittal information to the COUNTY by the PROFESSIONAL. COUNTY will compile comments and submit to PROFESSIONAL for review and incorporation into the Project documents. Additional 11" X 17" hard copies of the drawings will be provided to the COUNTY upon their request.

The PROFESSIONAL will provide written responses to COUNTY comments within five working days regarding the appropriate disposition for each comment. Comment disposition will be reviewed and coordinated with the COUNTY.

The PROFESSIONAL will prepare and distribute a written summary of the meeting minutes and decisions rendered within five (5) working days to meeting attendees. The approved written summary will serve as the basis for proceeding with the next design milestone.

### **TASK 3 DELIVERABLES**

The following deliverables for Task 3 are included in the cost of the fee schedule as shown in Section I.

- 75% design, 75% electrical, 100% design, and final bid document Design Submittals
- Design Review Workshops with agendas, meeting summaries, and comment resolution sheets

### **Task 4 – BIDDING AND CONSTRUCTION PHASE SERVICES**

Task 4 scope of services TBD.

## **SECTION D - COORDINATION**

The PROFESSIONAL will coordinate the design with the County Staff members listed below as appropriate.

<b>Function</b>	<b>Name</b>	<b>Email</b>	<b>Phone</b>
Utilities Director	Edward Fontanin	<a href="mailto:Edward.Fontanin@brevardfl.gov">Edward.Fontanin@brevardfl.gov</a>	321-633-2091
Engineering Manager	Don Kean	<a href="mailto:Don.Kean@brevardfl.gov">Don.Kean@brevardfl.gov</a>	321-633-2089
Engineer II	Lucas Siegfried	<a href="mailto:Lucas.Siegfried@brevardfl.gov">Lucas.Siegfried@brevardfl.gov</a>	321-633-2089

## **SECTION E - SUBCONSULTANTS**

The PROFESSIONAL will be utilizing the services of the following sub-consultants throughout the course of the Project.

- Survey – Ardurra (GPI and T2 as subconsultants)
- SUE – T2 Utility Engineers
- Geotechnical – Universal Engineering
- Environmental - Harnden Environmental
- Land Acquisition – Independence Acq & Appraisal
- Architectural – Harvard Jolly
- Acoustics Engineering – Siebein Acoustic

## **SECTION F – COUNTY’S RESPONSIBILITY**

The following shall be provided by the County in order to assist in the completion of the PROFESSIONAL’s tasks:

- a) COUNTY will notify residents of surveyor accessing their property to locate existing septic tank and clean out location.
- b) Prior to notice of proceed, information for underground piping will be obtained from COUNTY GIS and as-built drawings provided by the COUNTY.
- c) Provide the peak pressure measurement at the tie in point of the existing force main where effluent from the vacuum pump station or sanitary sewer lift station will discharge.
- d) All land acquisition effort for locating and acquiring the parcel to construct a vacuum pump station or sanitary sewer lift station will be the responsibility of the COUNTY. PROFESSIONAL will provide legal descriptions for up to 30 parcels to assist the COUNTY.
- e) All permitting application fees.
- f) COUNTY will provide PROFESSIONAL with the irrigation and landscaping design. The design will consist of electronic drawing markups, specifications, and cost estimate. PROFESSIONAL will convert the markups to Cad and incorporate into the project documents.
- g) Reasonable access to operations, maintenance, and engineering staff.
- h) Provide one compiled set of comments at the conclusion of draft submittals.

## **SECTION G – PROFESSIONAL SERVICES SPECIFICALLY NOT INCLUDED**

The following services are not included within the current scope of services:

- a) Landscaping and irrigation design. PROFESSIONAL will incorporate design markups, specifications, and cost estimate provided by the COUNTY.
- b) Stormwater design and permitting.
- c) Site plan application and approval
- d) Bidding Assistance.
- e) Recommendation of award.
- f) Construction Phase Services.

## **SECTION H - SCHEDULE**

The timely completion of this project is essential. PROFESSIONAL'S services will commence upon written authorization from the COUNTY, which will constitute Notice to Proceed (NTP). Within fourteen (14) calendar days after the NTP, the PROFESSIONAL will submit a preliminary project schedule demonstrating how the services are to be performed to meet the COUNTY's scheduling goals. This schedule will be updated periodically throughout the Project as described under Section B – Project Management Services.

COUNTY will furnish review comments to PROFESSIONAL within fifteen (15) working days after each submittal. PROFESSIONAL will continue to work on the plans and specifications during the review periods.

### **PROJECT SCHEDULE** **SOIRL SEPTIC TO SEWER CONVERSION PROGRAM**

<b><u>Milestone</u></b>	<b>Calendar Days From NTP</b>
Task 1 – Data Collection Services	217
Task 2 – Preliminary Design Services	210
Task 3 – Final Design Services	570
Task 4 – Bidding and Construction Phase Services	TBD

If the PROFESSIONAL does not receive review comments within the fifteen (15) working day review period, the PROFESSIONAL will continue efforts to reach the next milestone and the COUNTY may impact the final project schedule. The PROFESSIONAL will notify COUNTY in writing of other delays beyond the PROFESSIONAL'S control in accordance with the Agreement. COUNTY may grant a time extension for reasons so documented at its discretion.

**SECTION I – BASIS OF COMPENSATION**

The fee for the scope of work described in Section C, above, shall not exceed a total of \$8,175,000.00 and shall not exceed the amounts shown in the table below. The County shall periodically compensate the Consultant a portion of the task fee based on mutually agreed upon percentages of completion of each task.

<b>Wade Trim</b>	<b>Data Collection Services</b>	<b>Preliminary Design Services</b>	<b>Final Design Services</b>	<b>Total</b>
<b>North Merritt Island</b>				
N Merritt E	\$ 190,796.39	\$ 192,593.35	\$ 171,527.18	\$ 554,916.93
Sharpes A	\$ 181,990.41	\$ 183,704.43	\$ 163,610.54	\$ 529,305.38
Sharpes B	\$ 133,068.25	\$ 134,321.52	\$ 119,629.22	\$ 387,018.99
Cocoa C	\$ 267,114.95	\$ 269,630.70	\$ 240,138.06	\$ 776,883.70
<b>Total</b>	<b>\$ 772,970.00</b>	<b>\$ 780,250.00</b>	<b>\$ 694,905.00</b>	<b>\$ 2,248,125.00</b>
<b>South Merritt Island</b>				
South Banana B	\$ 33,895.05	\$ 34,214.45	\$ 30,471.39	\$ 98,580.88
Merritt C	\$ 70,270.22	\$ 70,932.39	\$ 63,172.39	\$ 204,375.00
Merritt F	\$ 58,696.30	\$ 59,249.41	\$ 52,767.52	\$ 170,713.24
Sykes R	\$ 154,594.49	\$ 156,051.26	\$ 138,979.26	\$ 449,625.00
Merritt G	\$ 947,407.94	\$ 956,335.50	\$ 851,712.44	\$ 2,755,455.88
<b>Total</b>	<b>\$ 1,264,864.00</b>	<b>\$ 1,276,783.00</b>	<b>\$ 1,137,103.00</b>	<b>\$ 3,678,750.00</b>
<b>Little Hollywood</b>				
Micco B	\$ 772,970.00	\$ 780,250.00	\$ 694,905.00	\$ 2,248,125.00
<b>Total</b>	<b>\$ 772,970.00</b>	<b>\$ 780,250.00</b>	<b>\$ 694,905.00</b>	<b>\$ 2,248,125.00</b>
<b>Overall Project Total</b>				<b>\$ 8,175,000.00</b>



Exhibit A: North Merritt Island Septic-to-Sewer Areas

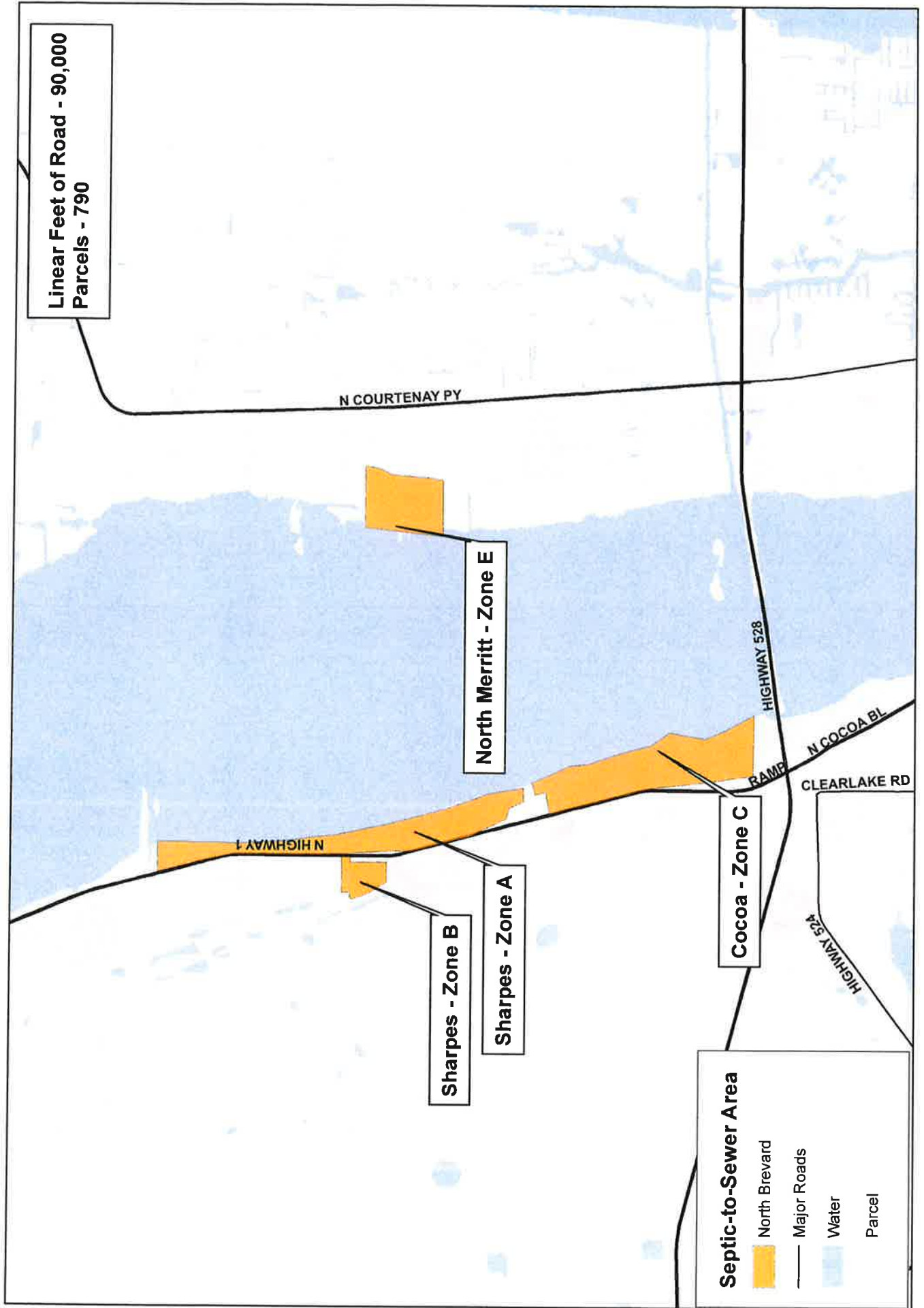


Exhibit B: South Merritt Island Septic-to-Sewer Areas

Linear Feet of Road - 135,000  
Parcels - 1530

Merritt Island - Zone C

Merritt Island - Zone F

South Banana - Zone B

Sykes Creek - Zone R

Merritt Island - Zone G

W KING ST


KING ST

E MERRITT ISLAND CW

RAMP

SHIGHWAY 1

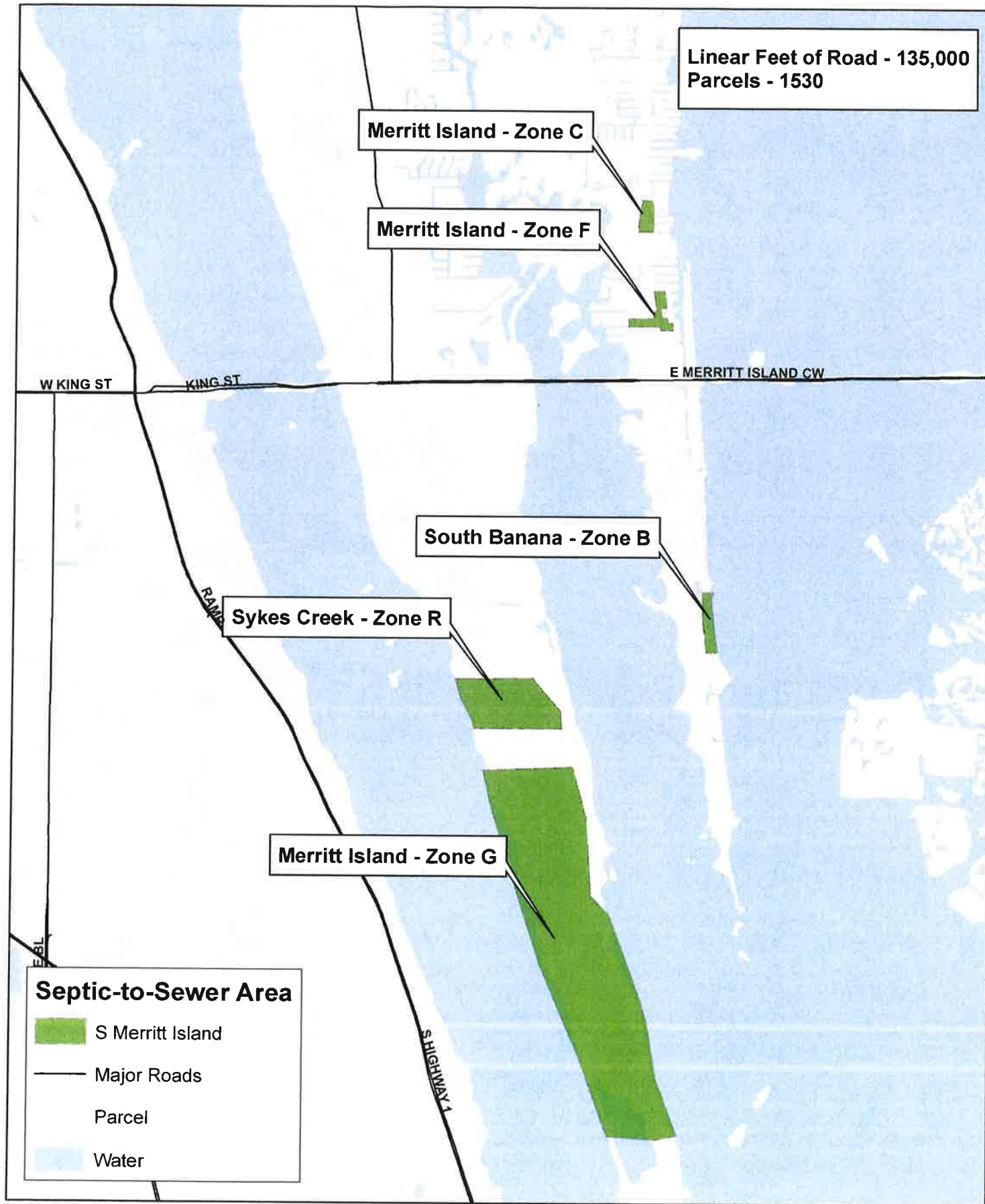
**Septic-to-Sewer Area**

 S Merritt Island

 Major Roads

 Parcel

 Water



# Exhibit C: Little Hollywood Septic-to-Sewer Areas

