



AGENDA REPORT  
July 23, 2019

**Approval Re: Permission to Solicit and Award a Request for Qualifications  
for Pavement Condition Assessment and Update to the Pavement  
Management Plan**

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**SUBJECT:**

Approval Re: Permission to Solicit and Award a Request for Qualifications for the Pavement Condition Assessment and Update to the Pavement Management Plan

**FISCAL IMPACT:**

The Public Works Department has established a budget up to \$500,000 for the Pavement Condition Assessment and Update to the Pavement Management Plan utilizing the Local Option Gas Tax Fund 1160/265120 in Fiscal Years 2019 and 2020.

**DEPT/OFFICE:**

Public Works

**REQUESTED ACTION:**

It is requested the Board authorize the advertisement and award of a Request for Qualifications (R.F.Q.) for the Pavement Condition Assessment and Update to the Pavement Management Plan; authorize the County Manager to appoint the Selection and Negotiation Committee; and authorize the Chair to execute the Professional Services Contract contingent upon review and approval by the County Attorney and Risk Management. Furthermore, it is requested the Board approve any Budget Change Requests associated with this action.

**SUMMARY EXPLANATION and BACKGROUND:**

The Pavement Management Plan (Plan) was created in 2012 as a tool for assisting decision makers in finding cost effective strategies for maintaining and operating a network of 1,100 centerline miles of paved road inventory. The core part of the Plan was a Pavement Condition Assessment of all County maintained paved roads. Each road was evaluated based on the extent and severity of a variety of surface distresses and assigned a pavement condition index (P.C.I.) number. This rating system is used to monitor the surface condition of roads, and identify and prioritize road resurfacing and reconstruction needs.

Since 2012, new roads have been added to the inventory, other roads have been resurfaced and reconstructed while others have continued to age. As such, a current Pavement Condition Assessment needs to be conducted to update the Plan. The

updated Plan will provide valuable information that will form the basis of our road resurfacing and reconstruction program. Additionally, the new assessment can be compared to the 2012 report to ascertain the current overall health of our road network.

In accordance with Board Policy 25 Procurement, Board approval is required for solicitation and award of R.F.Q./Bids for projects \$100,000 or above when not previously approved by the Board. The Selection and Negotiation Committee, appointed by the County Manager, will select and negotiate the contract for these professional services. Upon review and approval by the County Attorney and Risk Management, the Chair will execute the Professional Services Contract for this Request for Qualifications.

**ATTACHMENTS:**

**Description**

No Attachments Available



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

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

July 24, 2019

**MEMORANDUM**

**TO:** Corrina Gumm, Interim Public Works Director

**RE:** Item F.4., Approval for Permission to Solicit and Award a Request for Qualifications (RFQs) for Pavement Condition Assessment and Update to the Pavement Management Plan

The Board of County Commissioners, in regular session on July 23, 2019, approved permission to solicit and award an RFQ for the Pavement Condition Assessment and Update to the Pavement Management Plan; authorized the County Manager to appoint the Selection and Negotiation Committee; authorized the Chair to execute the Professional Services Contract contingent upon review and approval by the County Attorney and Risk Management; and approved any Budget Change Requests associated with this action.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*Tammy Rowe*

Tammy Rowe, Deputy Clerk

/kp

cc: County Manager  
Finance  
Budget

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

# INITIAL CONTRACT REVIEW AND APPROVAL FORM

## SECTION I - GENERAL INFORMATION

<b>1. Contractor:</b> TBD	
<b>2. Fund/Account #:</b>	<b>3. Department Name:</b> Public Works
<b>4. Contract Description:</b> Request for Qualifications 2-19-14 Pavement Condition Assessment	
<b>5. Contract Monitor:</b> Jeanette Scott	<b>7. Contract Type:</b>  CONSULTANT
<b>6. Dept/Office Director:</b> Corrina Gumm, P.E., Interim Director	

## SECTION II - REVIEW AND APPROVAL TO ADVERTISE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>
	<u>YES</u>	<u>NO</u>	
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	Thomas-Wood, Tammy <small>Digitally signed by Thomas Wood, Tammy DN: cn=Thomas Wood, Tammy, email=Tammy.Thomas.Wood@brevard.gov Date: 2019.07.26 08:31:54 -0400</small>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Matt Lairsey <small>Digitally signed by Matt Lairsey Date: 2019.07.26 08:43:10 -04'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Brewer, Jad <small>Digitally signed by Brewer, Jad Date: 2019.07.26 08:24:41 -04'00'</small>

## SECTION III - REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>
	<u>YES</u>	<u>NO</u>	
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	Thomas-Wood, Tammy <small>Digitally signed by Thomas Wood, Tammy DN: cn=Thomas Wood, Tammy, email=Tammy.Thomas.Wood@brevard.gov Date: 2019.09.25 16:21:03 -04'00'</small>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt <small>Digitally signed by Lairsey, Matt Date: 2019.09.25 16:21:03 -04'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Brewer, Jad <small>Digitally signed by Brewer, Jad Date: 2019.09.25 17:05:56 -04'00'</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	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Data (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>

# Brevard County Public Works Department

## Professional Services Contract Pavement Condition Assessment

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

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# Professional Services Contract

(Pavement Condition Assessment)

This is a Contract entered into by and between Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "County" and Data Transfer Solutions, LLC, having a principal address of 3680 Avalon Park Blvd. E., Suite 200, Orlando, Florida 32828, hereinafter referred to as "Contractor".

## Recitals

Whereas, on July 23, 2019 the Board of County Commissioners granted permission to solicit the professional services for the Pavement Condition Assessment, hereafter referred to as "Project"; and

Whereas, the County issued a competitive solicitation for these professional services pursuant to Request for Qualifications No. 2-19-14; and

Whereas, the County selected and successfully negotiated these professional services and related services for the Project and are described in Attachment A Scope of Services, attached hereto and made a part hereof by this reference; and

Whereas, on July 23, 2019 the Board of County Commissioners also granted permission for the Chair to execute all necessary agreements related to this Project; and

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

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

### **Section 1 - General Identification of Services**

All professional services provided by the Contractor for the County shall be identified in the Scope of Services, attached hereto as Attachment A, and performed to current professional standards of the applicable discipline and as further set forth in Section 3. No additional work shall be performed under this Contract without a written Notice to Proceed authorized by the County. The written Notice to Proceed for additional services, as approved by the County, shall constitute an addendum to this Contract.

### **Section 2 - County Obligations**

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

### **Section 3 - Professional Services**

Upon receipt of Notice to Proceed, Contractor agrees to perform professional services associated with the Scope of Services, Attachment A in accordance with the negotiated terms of this Contract, and exercise the degree of care and diligence in performance of the services in accordance with the customary accepted professional standards currently practiced by firms in Florida and as further set forth herein. The Contractor warrants the adequacy of work provided under this Contract, and agrees to correct any errors and omissions that may be required because work was found substandard and/or not in compliance with the standard of care as set forth in this Contract. This remedy shall be cumulative to all other remedies available under law.

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

- A. Maintain an adequate staff of experienced qualified personnel licensed in the State of Florida in performing the work.
- B. Comply with federal, state and local laws, and ordinances applicable to the work.
- C. Cooperate fully with the County in the scheduling and coordination of all tasks of the work.

- D. Cooperate and coordinate with other County contractors, as directed by the County.
- E. Report the status of the work to the County upon request and hold pertinent data, calculations, field notes, records, sketches and other projects open to the inspection of the County or its authorized agent at any time.
- F. Submit for County review data representative of the work's progress which may be stipulated in Attachment A. Submit for County approval the final work product upon incorporation of any modifications requested by the County during any previous review. Any County approval of the Contractor's work shall not be deemed to diminish the Contractor's agreement set forth above.
- G. Confer with the County during the further development and implementation of the work for which the Contractor has provided services.
- H. Correct errors and omissions and prepare any necessary revisions required, at no additional cost.

#### **Section 4 - Time of Completion**

The services to be rendered by the Contractor shall commence upon receipt of a written Notice to Proceed from the County subsequent to the execution of the Contract and shall be fully completed within the time stated as: April 30, 2020. The Contractor shall provide the services in accordance with the Schedule of Work, incorporated herein as Attachment B.

A reasonable extension of time shall be granted in the event there is a delay on the part of the County in fulfilling its part of the Contract or should weather conditions, acts of God or hidden conditions delay performance of the Contractor's duties. Such extensions of time shall be the sole remedy of the Contractor for such delays, and the Contractor will not be entitled to any damages or any claim for extra compensation.

#### **Section 5 - Compensation**

The County agrees to pay and the Contractor agrees to accept, for services rendered pursuant to this Contract, fees and other compensation based on the Schedule of Fees, Attachment C, attached hereto and made a part hereof by this reference. **The total**

**cost of the Project shall not exceed \$500,000.00.** The fee for these services is the maximum cost to the County for all work performed by the Contractor for the services rendered pursuant to the Scope of Services, Attachment A. Additional services under this Contract shall, if required and requested, be compensated in accordance with the Schedule of Fees, Attachment C.

### **Section 6 - Payment and Partial Payments**

Subject to the County's right to withhold any amounts reasonably necessary to complete or correct defective or substandard work, the County shall make monthly payments or partial payments to the Contractor for all authorized work performed during the previous calendar month, and in accordance with the Scope of Services, Attachment A.

- A. The Contractor shall submit signed invoices to the County.
- B. The amount of each invoice submitted shall be the amount due for all services performed to date in connection with authorized work, as certified by the Contractor.
- C. Invoices for work other than lump sum shall include a breakdown for each part of the work billed and personnel as identified in Attachment C.
- D. The Contractor shall provide a Project monitoring status report with each invoice.
- E. The County shall adhere to the Florida Prompt Payment Act, Sections 218.80 through 218.80, Florida Statutes. County Administrative Order-33 directs the prompt payment of invoices, attached herein as Attachment E.

### **Section 7 - Schedule of Work**

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

### **Section 8 - Right of Decisions**

All services shall be performed by the Contractor to reasonable professional standards and practices, and to the reasonable requirements of the County. The County Public Works Director or designee shall decide and dispose of all claims, questions and

disputes arising under this Contract. Such determination shall be written and shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event the Contractor does not concur with the decisions of the County, within ten days after determination by the Public Works Director or designee, the Contractor shall present any such objections in writing to the County Public Works Director and, upon request, any adverse determination shall be referred to an appeal board comprised of a representative of the County Attorney's Office, County Manager's Office and the Public Works Department for review and disposition at a hearing to be held within ten days after receipt of the appeal. This paragraph does not constitute a waiver of either party's right to proceed in a court of competent jurisdiction, provided that prior to filing any suit the Contractor goes through the appeal process established in this Contract and provided further that the Contractor strictly abides by the ten-day time deadline set forth in this paragraph.

#### **Section 9 - Ownership of Documents**

All design calculations, reports, tracings, plans, specifications, maps, contract documents, and/or other work products developed by the Contractor pursuant to this Contract shall become the property of the County without restrictions or limitations upon their use and shall be made available by the Contractor at any time upon request by the County. When each individual section of work requested pursuant to this Contract is complete, all of the above work products shall be delivered to the County for its use.

#### **Section 10 - Reuse of Documents**

The Contractor may not reuse data or work products exclusively developed for this project by the Contractor for the County without express written permission of the County. The County acknowledges that none of the documents or materials are intended or represented by the Contractor to be suitable for reuse by the County, or others on any extension of the project or on any other project. Any reuse without written verification or adaptation by the Contractor for the specific purpose intended will be at the County's sole risk and without liability or legal exposure to the Contractor.

## **Section 11 - Notices**

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

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

Any notices, reports or other communications from the County to the Contractor or the Contractor's authorized representative shall be considered delivered when posted by certified mail, delivered in person or by e-mail to the Contractor at the last address on file with the County.

## **Section 12 - Audit Rights**

In performance of this Contract, the Contractor shall keep books, records, and accounts of all activities related to this Contract in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Contractor in conjunction with this Contract, and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the County. The Contractor shall retain all documents, books and records for a period of five years from date of final payment or termination of this Contract, unless such records are exempt from section 24(a) of Article I of the State Constitution and Ch. 119, Florida Statutes. All records or documents created by or provided to the Contractor by the County in connection with this Contract are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the County in a format compatible with the information technology systems of the County.

The Contractor shall ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as

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

### **Section 13 – Public Records**

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

If the Contractor fails to provide the requested public records to the County within a reasonable time, the Contractor may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. Sections 119.0701, 119.110. The Contractor's failure to comply with public records requests is considered a material breach of this Contract and grounds for termination.

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

action and any costs and attorney's fees awarded pursuant to Section 119.12.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR PUBLIC WORKS: ROBERT HENDRICKS 321-617-7202 ROBERT.HENDRICKS@BREVARDFL.GOV 2725 JUDGE FRAN JAMIESON WAY, SUITE A-201, VIERA, FL 32940**

**Section 14 – E-Verify**

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

- A. Contractor shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the United States Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and
- B. Compliance with the terms of this section is made an express condition of this Contract and the County may treat a failure to comply as a material breach of this Contract.
- C. A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment.
- D. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

**Section 15 - Subcontracting**

The Contractor shall not subcontract, assign, or transfer any work under this Contract

without the written approval of the County. When applicable, the Contractor shall cause the names of any subcontracted firms responsible for major portions (or separate specialty) of the work to be inserted in pertinent documents or data.

### **Section 16 - Attorney's Fees**

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

### **Section 17 – Venue**

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

### **Section 18 - Contingent Fees**

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

### **Section 19 - Termination/Modification of Contract**

- A. If through any cause, the Contractor shall fail to fulfill its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the County shall have the right to terminate this Contract by giving written notice to the Contractor of such termination, specifying the effective date thereof. Notice shall be given at least ten days before the

effective date of such termination.

- B. The County reserves the right to terminate this Contract, without cause, upon thirty days written notice. The Contractor may terminate this Contract for any reason upon thirty days written notice provided that any outstanding approved work is completed by the Contractor.
- C. In the event of termination by the County, the County's sole obligation to the Contractor shall be payment for those portions of satisfactorily, completely, performed work previously authorized. Such payment shall be determined on the basis of the hours of work performed by the Contractor, or the percentage or work complete as estimated by the Contractor and agreed upon by the County up to the time of termination. In the event of such termination, the County may, without penalty or other obligation to the Contractor, elect to employ other persons to perform the same or similar services.
- D. The terms of this Contract may be modified upon the mutual agreement of the Contractor and the County as confirmed in writing.
- E. In the event that the Contractor changes names, merges with another company, becomes a subsidiary or makes other substantial change in structure or in principals, the County reserves the right to terminate this Contract subject to the terms described above.
- F. In the event of termination of this Contract, the Contractor agrees to surrender any and all documents prepared by the Contractor for the County in connection with this Contract, of which, the County shall have full ownership thereof, Contractor shall retain copies of such documents for record purposes.

### **Section 20 - Duration of Contract**

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

### **Section 21 - Default**

In the event the Contractor fails to comply with the provisions of this Contract, the County may declare the Contractor in default by written notification. In the event partial

payment has been made for professional services not completed, the Contractor shall return any sums due to the County as a result of Contractor's default within ten days after notice and demand that said sums are due. The Contractor shall not be compensated on a percentage of any deficient professional services which have been performed at the time the County declares a default. The County shall pay for that portion, if any, of the performed work which is used or useful by any other consultant retained by the County to finish the work to the extent that the County does not incur additional costs over those set forth in the Contractor's Contract.

## **Section 22 - Indemnification and Insurance**

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

The Contractor agrees to fully indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause above. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy. It is agreed by the parties hereto that specific consideration has been received under this Contract for this hold harmless/indemnification provision. This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of sovereign immunity of Brevard County.

The Contractor will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or

services covered by this Contract, the following types of insurance. The policy limits required are to be considered minimum amounts.

- A. **General Liability Insurance** with a \$1,000,000 combined single limit for each occurrence to include the following coverages: Operations, Products and Completed Operations, Personal Injury, and Contractual Liability.
- B. **Auto Liability Insurance** which includes coverage for all owned, non-owned and hired vehicles with \$1,000,000 combined single limit for each occurrence.
- C. **Errors and Omissions:** The Contractor shall be liable and responsible for his/her errors and omissions in performance of any and all contract responsibilities. Contractor shall carry professional liability insurance and indemnify the County against his/her errors and omissions as specified herein below.
- D. **Professional Liability Insurance** in the amount of \$1,000,000 per claim and \$3,000,000 in the annual aggregate covering the risk of errors and omissions in the professional services provided under this Contract. If such policy is written on a "claims made" (rather than "occurrence") basis, continuous coverage shall be maintained in effect from the date of commencement of services to a period of at least four years beyond the termination or completion of services or until expiration of on any applicable statute of limitations, whichever is longer.
- E. **Workers' Compensation and Employers Liability Insurance** (for statutory limits) as required by Florida Statutes, Chapter 440.

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

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

### **Section 23 - Quality Control**

The Contractor agrees to a high level of quality control and accuracy. The County may request additional data collection or re-analysis of data at no expense to the County. If the original data collected and/or data analysis is found to be accurate and reasonable, the Contractor shall be compensated for the additional work in accordance with Section 5 of this Contract.

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

### **Section 24 – Public Entity Crimes**

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

### **Section 25 – Scrutinized Companies**

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

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has

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

For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

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

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

### **Section 26 – Non-Exclusive Contract**

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

### **Section 27 – Truth-In-Negotiations**

In accordance with the provisions of Chapter 287.055, Florida Statutes, the Contractor 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 the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

### **Section 28 - Interest of Commissioners and Others**

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

### **Section 29 - Interest of Contractor**

The Contractor covenants that it presently has no conflict of interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

### **Section 30 - Entirety of Contract**

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

**Section 31 - Severability**

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

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

Attest:

Laurie Rice  
Laurie Rice, Deputy Clerk

Board of County Commissioners  
of Brevard County, Florida

Kristine Isnardi  
Kristine Isnardi, Chair

Date: 10-2-2019

As approved by the Board on 7/23/2019

Approved as to legal form and content:

[Signature]  
Assistant County Attorney

(SEAL)

Data Transfer Solutions, LLC

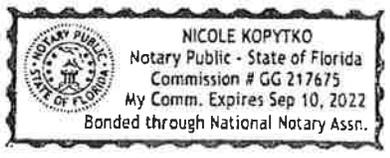
[Signature]  
Augustine M. Fragala, III, AICP, PMP  
Sr. Vice President

STATE OF FLORIDA §  
COUNTY OF ~~BREVARD~~ §  
~~ORANGE~~

I hereby certify that before me, an officer duly authorized to take acknowledgments, personally appeared Augustine M. Fragala, III to me known to be the Sr. Vice President of Data Transfer Solutions, LLC, or provided \_\_\_\_\_ as identification and who did (did not) take an oath, acknowledged before me that they executed the within instrument freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal in the State and County last aforesaid this 27 day of September, 2019.

Nicole Kopytko  
Signature  
Nicole Kopytko  
Notary Name (typed or printed)



**Attachment A Scope of Services  
Pavement Condition Assessment  
Brevard County, Florida**

Prepared by:  
Data Transfer Solutions, LLC  
3680 Avalon Park East Blvd., Suite 200  
Orlando, FL 32828  
[www.dtsgis.com](http://www.dtsgis.com)

**Brevard County, Florida**  
**Pavement Condition Assessment Scope of Work**

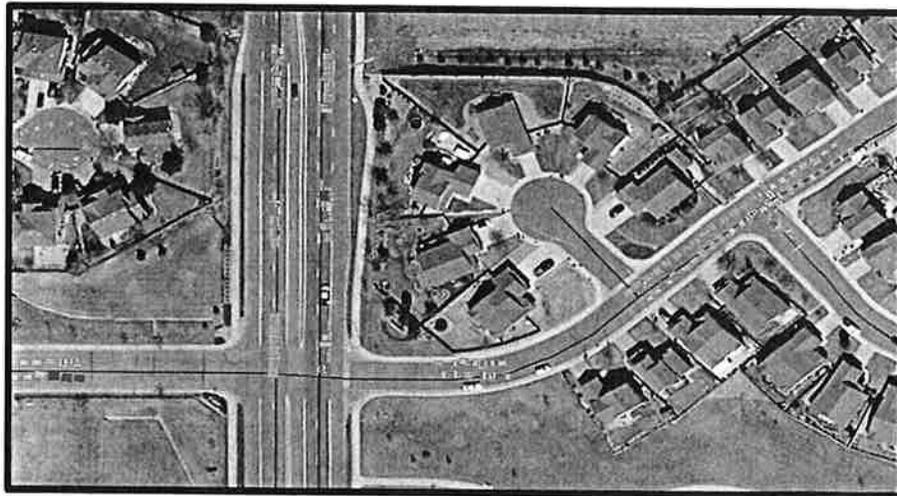
DTS understands the County maintains approximately 1,126 paved centerline miles of roadway and it last conducted a pavement condition survey in 2011-12. For this project, DTS will collect the County's roadway inventory with one or more Mobile Asset Collection (MAC) vehicles per the ASTM D6433 criteria. DTS employs an approach to mobile data collection and pavement management reporting that is repeatable and defensible across survey years, GIS-centric at its core and a quantitative approach that relies upon standards and procedures that can be applied for pavement management optimization. All data will be formatted to meet the ASTM D6433-11 Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys including International Roughness Index (IRI), rutting, cracking and faulting. The DTS team proposes to use a Falling Weight Deflectometer (FWD) device to assess the structural condition of pavement layers, and Ground Penetrating Radar (GPR) to estimate the thicknesses of the pavement layers which will be used in the moduli back-calculation.

DTS understands the goal of the project is to provide a pavement condition assessment per the ASTM D6433 and develop Pavement Condition Index (PCI) and Structural Condition Index (SCI) data. Additionally, DTS will provide a pavement condition assessment report providing the results of the assessment and work with the County staff to analyze the County's maintenance and repair strategies; budget and pavement condition forecasting and provide recommendations for other pavement management software or the expertise needed for implementation with the County's pavement management system.

The CONTRACTOR will provide project management (Task 1) for the duration of the project, including coordinating and attending meetings via web meetings or in person with the COUNTY, data research and collection efforts as required, preparing weekly progress reports and schedule updates. Weekly progress reports will include the total days collected and lost due to weather or mechanical issues for the current reporting period as well as cumulative totals. An exhibit displaying the roads collected and not yet collected will also be included.

The CONTRACTOR will perform quality assurance and quality control (Task 2) on data collected and analyzed per the Project Quality Assurance Plan. The CONTRACTOR has a proven Quality Assurance/Quality Control (QA/QC) procedure for all MAC image collection projects. The CONTRACTOR'S QC procedures begin with the MAC vehicle collection process. For the COUNTY, MAC calibration sites will be established that consist of up to ten point-locations nailed, painted and surveyed in a location easily accessible to the vehicle. This calibration site will be recorded in at least two perpendicular directions at the beginning and end of each collection day.





*Field maps utilized for verification of pavement distress data*

The CONTRACTOR will provide the COUNTY with a breadcrumb file in a GIS database that was developed from the approved centerline data file to illustrate routes that have been collected. The breadcrumb file will be provided for the COUNTY's review and concurrence that data collection is complete.

The results of the data collection shall be quality checked for rating consistency by the CONTRACTOR to ensure the accuracy and quality of deliverables. Additionally, deliverables will be checked for missing and/or duplicate assets. A 97% accuracy rate is expected. QC checks will be based on the batch/sample size of the delivery (see Table A below to determine sample size for the appropriate accuracy rate).

For any measurement that is needed, it must be accurate to the nearest foot. If the data has more errors than allowable, the set of data will be corrected. This process will be repeated until each set of data is within the allowable limits.

Each attribute captured for an asset counts as one unit of measure. Each physical measurement required for an asset location counts as one attribute or unit of measure. The following location information also counts as an attribute or unit of measure for each asset: Physical presence (when captured as per source = correct, not captured or missed = incorrect). In the event of a duplicate capture of an asset, the total number of attributes or units of measure for the duplicate asset(s) will be deducted from the total units of the sample set, and one error or unit of measure (incorrect physical presence) is charged. For example, a delivery results in 100 assets. Each asset has been determined to have ten attributes to be captured (including the physical presence attribute for each asset). Thus, the total units of measure for the batch size =  $100 \times 10 = 1,000$ . Based on the table above, to attain an expected accuracy of 97.5%, the allowable number of errors for a sample size of 80 units is  $\leq 5$ .

Batch size			Sample Size (Normal)	Acceptance Rate (%)				
				99.0	98.5	97.5	96.0	93.5
2	to	8	2	= 0	= 0	= 0	= 0	= 0
9	to	15	3	= 0	= 0	= 0	= 0	= 0
16	to	25	5	= 0	= 0	= 0	= 0	= 1
26	to	50	8	= 0	= 0	= 0	= 1	= 1
51	to	90	13	= 0	= 0	= 1	= 1	= 2
91	to	150	20	= 0	= 1	= 1	= 2	= 3
151	to	280	32	= 1	= 1	= 2	= 3	= 5
281	to	500	50	= 1	= 2	= 3	= 5	= 7
501	to	1,200	80	= 2	= 3	= 5	= 7	= 10
1,201	to	3,200	125	= 3	= 5	= 7	= 10	= 14
3,201	to	10,000	200	= 5	= 7	= 10	= 14	= 21
10,001	to	35,000	315	= 7	= 10	= 14	= 21	= 21
35,001	to	150,000	500	= 10	= 14	= 21	= 21	= 21
150,001	to	500,000	800	= 14	= 21	= 21	= 21	= 21
500,001 +			1250	= 21	= 21	= 21	= 21	= 21

### **Task 3 - Project Setup**

#### **3.1 Project Initiation**

After issuance of notice to proceed, the COUNTY and CONTRACTOR will conduct a kick-off meeting to review the project requirements, scheduling, and coordination. The kick-off meeting will include the CONTRACTOR's proposed key personnel and the COUNTY's project members. The CONTRACTOR will request that the COUNTY provide any existing database, Geographic Information System (GIS) layers and aerial imagery of street conditions and road centerlines. The project communication protocol and documentation will be reviewed during the meeting. In addition, the COUNTY will provide concurrence on the CONTRACTOR's Quality Assurance Plan.

#### **3.2 GIS Centerline Review and Data Preparation**

The CONTRACTOR acknowledges receipt of existing centerline data provided by the COUNTY. The COUNTY represents that it maintains approximately 1,126 paved centerline miles of roadway. The CONTRACTOR has provided the COUNTY a centerline assessment which displays the roads that are included in this analysis. The CONTRACTOR will use the centerline approved in the centerline assessment for data collection planning.

The COUNTY will provide a copy of the existing pavement database for CONTRACTOR to use segmentation and classification information. The CONTRACTOR will import the existing

pavement management related data, such as pavement width, pavement type, etc. to a database and prepare for data collection.

A Pavement Condition Assessment, to include PCI and Overall Condition Index (OCI) rating, and treatment selection manual will be created to identify and define each distress type and its severity, extent and treatment selection (based on the ASTM-D6433 testing methodology for roads and parking lots). SCI testing will be performed using a Falling Weight Deflectometer (FWD) device to assess the structural condition of pavement layers in accordance with ASTM D4694 and D6495. A GPR will be used to estimate the thicknesses of the pavement layers to be used in layer back-calculations to determine the SCI value. A five-laser surface profiling system on the MAC vehicle will evaluate the ride quality of the pavement and report an IRI value in accordance with ASTM E950 and AASHTO R43-07.

**Task 3 Deliverable:**

- The CONTRACTOR will provide the COUNTY with a centerline assessment document for review and approval.

**Task 4 – Data Collection**

The CONTRACTOR will collect roadway data and images for the COUNTY's 1,126 paved centerline miles of roadway using a MAC data collection vehicle.

**4.1 System Setup, Mobilization and Pilot Project**

The CONTRACTOR will set up the data collection system and pavement management system so that all GIS and database system data are integrated and properly configured. The CONTRACTOR will mobilize one or more MAC vehicles to the COUNTY's site.

The COUNTY will provide the pilot project area to the CONTRACTOR so initial sample data can be collected and verified. The CONTRACTOR will collect data on the pilot project area and review the result with the COUNTY and acquire approval for full size project implementation.

**4.2 Field Data and Image Capture**

The CONTRACTOR team includes a driver and operator who will systematically drive the MAC vehicle on the road segment listings provided by the COUNTY. The CONTRACTOR will collect pavement data with two-way roads receiving two passes and one-way roads receiving a single pass per lane. CONTRACTOR will collect the outside lane in each direction in four-lane roads, and the outside and inside lanes in each direction in six-lane roads. The CONTRACTOR proposes to use its MAC vehicle line scan camera with laser illumination and four right-of-way cameras to capture pavement and ROW images to be used during the pavement rating process. Unpaved roads will not be surveyed.



*DTS MAC Vehicle*

The CONTRACTOR'S MAC vehicles are equipped with the following equipment that meets the requirements to provide PCI and IRI data:

- **High-resolution right-of-way digital cameras** – Allied Vision Prosilica GX1920C GigE, frame rate of 15 images per second and 1936 x 1456 color resolution
- **Laser Road Imaging System (LRIS) pavement imaging system** – collects high-definition pavement images used to extract distress type severity and extent measurements. 4096 pixel/line, 28,000 lines/sec, 1mm resolution
- **ApplanixPOS220V inertial measuring unit (IMU)** – centimeter-level positioning of MAC van during collection
- **DMI equipment** – distance measuring instrument used for system integration
- **GPS equipment** – used for mapping level positioning of the vehicle, heading information and positional tagging of images (2 positional units, 1 differential unit)
- **Servers** – on board servers for storing data, processing images and storing profiler, GPS, DMI and IMU data
- **Surface (road) profiler** – used for precise pavement ride and rut measurement

SCI testing will be performed using a Falling Weight Deflectometer (FWD) device:

- **JILLS manufactured heavy-duty FWD** - testing will be conducted on all lanes at 0.1-mile intervals.
- **Nitestar Nu-Metrics distance measuring instrument (DMI)** - distance measuring instruments
- **Trimble AgGPS 332** - GPS location instrument
- **Test Loads** - A single test drop will be performed at target loads of 9, 12 and 16 kips on a 12-inch diameter plate. If deflections are deemed to be too low for good data resolution, the FWD operator may increase the drop weights to 12, 16 and 20 kips.

- **Load Transducer** - One located at the center of the loading plate. The remaining seven sensors are spaced at intervals of 8, 12, 18, 24, 36, 48 and 60 in from the plate.
- **Bridge Spans** - Testing will **not** be performed or reported for bridge spans.
  - All FWD testing shall conform to ASTM D4694 and ASTM D4695 requirements.

FWD testing requires the test vehicle to stop in the tested lane. As a result, traffic control is required to temporarily close the lane for testing. For shutting down an outside lane, three trucks are required, two of which are outfitted with crash attenuators. If a center and outside lane is to be shut down, at least four trucks are required. The truck furthest upstream of testing (i.e. the first truck oncoming traffic will approach) may be a pick-up truck without an attenuator. Regardless of the type of truck, the first truck should have a message board indicating lanes are closed ahead and that a survey crew is present. A third-party traffic control will be subcontracted at an additional price as indicated in the Schedule of Fees. FWD testing will be conducted on both sides of the road for arterial and collector roads and on one side of the road for local roads.

Pavement layer thicknesses will be estimated based on evaluations using Ground Penetrating Radar (GPR), which will be used in the back-calculation to determine the SCI value. Upon completion of all field testing and analysis, a draft report detailing the results of the surveys and the methods used. At a minimum, the reports will contain the following sections:

- Narrative description of survey and the methodology used for testing
- Any unusual findings noted by the field crews while on site
- Results of pavement structure analysis from ELMOD 6 and GPR data analysis from RADAN 7.

The MAC system collects all pavement and right-of-way images, IMU, DMI and profiler data concurrently as well as imagery for roadway assets including signs, sidewalks, ramps, pavement marking, pavement striping, street lights, curb and gutter, signals, fire hydrants, inlets and manholes.

#### **Task 4 Deliverables:**

- The CONTRACTOR will provide right-of-way imagery for all segments collected in a JPEG format.
- The CONTRACTOR will provide downward-facing pavement imagery in a georeferenced JPEG format for all segments collected.

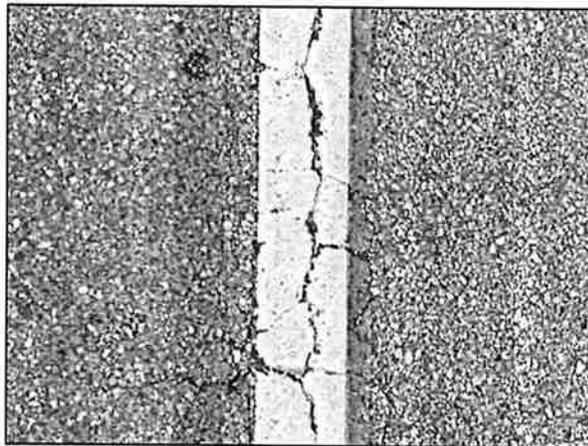
### **Task 5 – Data Analysis**

#### **5.1 Pavement Surface Imaging Rating**

The CONTRACTOR's MAC vehicles' pavement imaging sensors are oriented from nadir

(straight- down) to achieve the best perspective, laser-illuminated to ensure uniform image contrast and GIS-integrated to provide geospatial distress vectors (points, lines and polygons) that can be loaded and verified using GIS.

- The CONTRACTOR will utilize a downward-facing, progressive line scan camera that provides high-resolution images (1mm pixel, 4,000 pixels wide, and ~12 feet width) of the pavement surface to clearly detect and quantify distresses.
- Pavement surface imaging (JPEG format) will span, at a minimum, the data collection lane from left lane stripe to right lane stripe and will provide 100% continuous pavement coverage.
- Image resolution will be such that all visual cracking distresses can be accurately identified and quantified.
- Images will have a minimum horizontal resolution of 4,000 pixels or better.
- Images will be synchronized with the COUNTY'S centerline file.
- The CONTRACTOR will collect the longitudinal profile and IRI to provide a ride condition index for each segment.



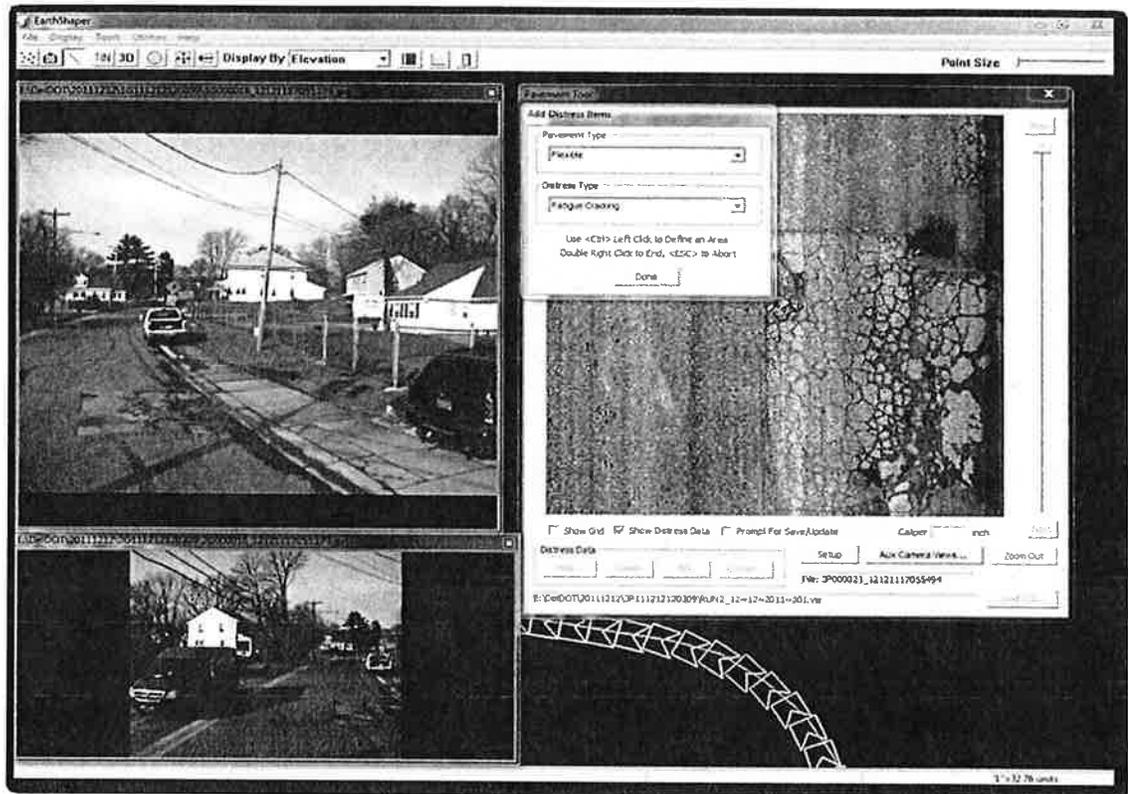
*Pavement image captured with the 4K LRIS*

## **5.2 Pavement Condition Evaluation**

With the pavement image collection started, the CONTRACTOR will begin processing pavement images. This allows the CONTRACTOR to begin the pavement distress rating process concurrent with the image collection.

Once pavement images and distress mapping processing are complete for each collection day, the CONTRACTOR'S experienced pavement evaluators will review each street segment's images for a complete and thorough evaluation of the existing pavement condition per the ASTM D6433 pavement distress rating process which includes 19 distress factors. The EarthShaper™ software allows distress vectors to be viewed and edited through this workflow. The CONTRACTOR has designed the EarthShaper asset data extraction

software by optimizing the performance of visualization/QC of the roadway condition and inventory data.



*Pavement condition evaluation within the EarthShaper™ software*

The IRI will be collected using profiler equipment that meets ASTM E950 standards. The CONTRACTOR utilizes a surface profiling system manufactured by International Cybernetics Corporation (ICC) for evaluating the smoothness of pavement.

DTS will provide the pavement condition assessment data to the COUNTY in an industry-standard format (Esri file geodatabase, Access database, SQL database) for upload into the COUNTY's pavement management system.

**Task 5 Deliverables:**

- The CONTRACTOR will provide a geodatabase of distresses containing the type, severity and extent of distresses along the road segment as defined by the ASTM D6433 sampling methodology along with sample locations.
- CONTRACTOR will provide a report including PCI values, SCI values, IRI values, and OCI values in an Excel spreadsheet.
- The CONTRACTOR will provide an industry-standard format database (Esri file geodatabase, Access database, SQL database) to the COUNTY containing collected pavement data including PCI values, SCI values, IRI values, and OCI values.

- The CONTRACTOR will provide recommendations for appropriate pavement management software.
- The CONTRACTOR will perform field verification of pavement condition scores with COUNTY staff.

### **Task 6 – Draft and Final Report**

Once the PCI has been calculated, the Contractor and County will confer on the specific elements and content of the report. The title of the report is: Pavement Management Program Report (hereafter referred to as “Report”). The Report will include an executive summary, description of the methods used to collect and assess the conditions, and the results of the PCI, SCI, IRI, and OCI analyses. The County will review the first submittal of the Report and provide review comments to the Contractor. The Contractor will make any revisions based on this review and provide a revised Report to the County.

#### **Task 6 Deliverable:**

- The CONTRACTOR will deliver a draft and final report to the COUNTY in an electronic format (PDF). The revised Report will be updated upon the conclusion of the Budget Scenario Development (Task 7) to include any additional information/data from the Final Budget Scenarios task.

### **Task 7 – Budget Scenario Development**

The CONTRACTOR will work with the COUNTY on lifecycle modeling, maintenance and rehabilitation family updates, and budget scenarios. The COUNTY will provide construction dates, or last date of major rehabilitation/reconstruction in order to create deterioration curves. The CONTRACTOR will import the COUNTY’s pavement condition assessment data into VUEWorks and complete one iteration of five budget scenarios, and one modification, if necessary. The five budget scenarios will include the following:

1. Cost to maintain roadway network at target PCI and OCI
2. 5-year current budget of \$9.7M per year (with CPI %) for Resurfacing
3. 5-year current budget of \$3.5M per year (with CPI %) for Reconstruction
4. 10-year baseline scenario where no budget is allocated to see how the network will deteriorate over 10 years with no work [include baseline graph]
5. Other scenario as determine by the County

The final Pavement Management Program Report shall identify and determine a M&R program for the roadway network, and type of rehabilitation strategy recommended to extend pavement life cycle: Tables and charts showing M&R activities based on PCI and

SCI ranking (typical treatments [surface seal, rejuvenation, Ha5, crack seal, micro surfacing, mill and overlay, FDR, CIR, etc.]). Report shall include budget scenarios for the entire network and reflect functional classifications. The report shall be presented in a single comprehensive document which should include findings generated as part of other tasks described herein.

**Task 7 Deliverable:**

- The CONTRACTOR will import the COUNTY's pavement condition assessment data into VUEWorks and complete one iteration of five budget scenarios, and one modification, if necessary. Additional modifications can be requested and will require adjustments to the project schedule and cost estimate.
- Final report will be updated to include the final budget scenarios.
- The deliverable of the final Pavement Management Program Report will be signed and sealed by a P.E. as required in the RFQ. The County is requesting one electronic version (PDF) and at least two printed bound hard copy originals.

**Task 8 – Optional Service: Curb and Gutter Inventory and Assessment**

CONTRACTOR's MAC vehicle will collect right-of-way asset inventories at the same time as data is collected for the pavement management system. The vehicles will capture images at an interval of approximately 10 to 15 feet for both forward and side-facing directions and geo-referenced to the pavement inventory by segment. DTS will be unable to provide inventory and/or condition information if imagery of curb and gutter is obstructed by on-street parking or other obstructions within the right of way preventing image capture. CONTRACTOR will extract curb and gutter data after final report is accepted. CONTRACTOR will collect curb and gutter with the following attributes:

**Curb and Gutter Attributes (Linear Feature)**

- AssetID
- Location (Line representing curb location)
- Location (Street Name asset located on)
- Photo Image link
- Physical Condition Rating
  - Excellent = like new condition
  - Good = no visible cracking or deficiencies
  - Fair = minor cracking/concrete breakage with no change in elevation
  - Poor = major cracking/concrete breakage visible, change in elevation, rubble
- Color
  - None
  - Yellow
  - Red
  - Green

- Other
- Physical Condition Rating
  - Good
  - Fair
  - Poor
- Comments



*Sample image of curb and gutter collected with MAC LRIS system*

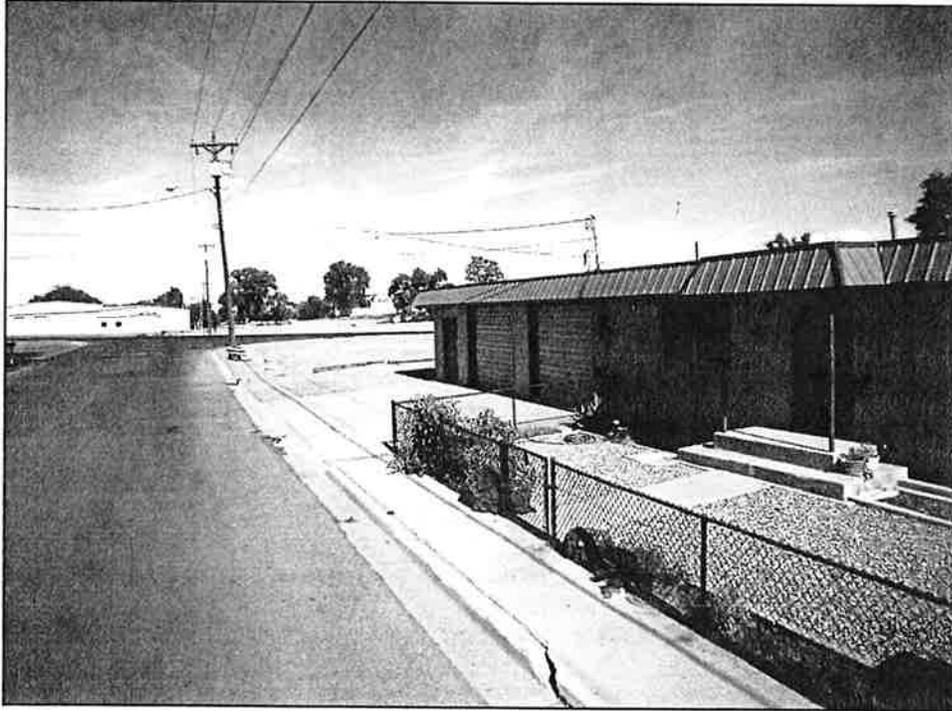
**Task 8 Deliverable:**

- CONTRACTOR will deliver a curb and gutter inventory with attributes identified above in a GIS file geodatabase along with corresponding extracted asset image.

**Task 9 – Optional Service: Sidewalk Inventory**

CONTRACTOR's Mobile Asset Collection MAC vehicles will collect right-of-way asset inventories at the same time that data is collected for the pavement management system. The vehicles will capture images at an interval of approximately 10 to 15 feet for both forward and side-facing directions and geo-referenced to the pavement inventory by segment. DTS will be unable to provide inventory and/or condition information if imagery of sidewalk is obstructed by on-street parking or other obstructions within the right of way preventing image capture. CONTRACTOR will extract sidewalk data after final report is accepted. CONTRACTOR will collect sidewalks with the following attributes:

- AssetID
- Location (line representing sidewalk location)
- Location (Street Name asset located on)
- Photo Image link



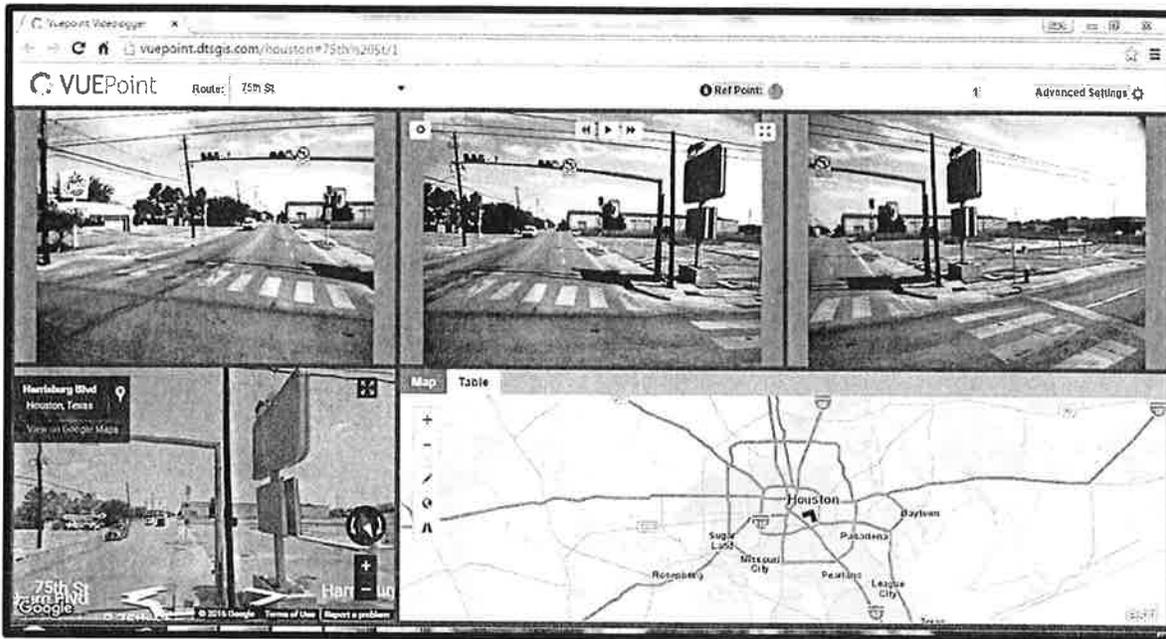
*Sample image of sidewalks collected with MAC LRIS system*

**Task 9 Deliverable:**

- CONTRACTOR will deliver a sidewalk inventory with attributes identified above in a GIS file geodatabase along with corresponding extracted asset image

**Task 10 – Optional Service: VUEPoint™ Videolog Viewer**

The CONTRACTOR will develop an Esri web-based and GIS-centric viewer, the VUEPoint™ videolog viewer, from collected imagery from the MAC vehicles. The CONTRACTOR will provide the COUNTY a GIS-integrated video viewing application that can be used to view all the collected data, including ROW images and tabular data. The COUNTY will store the images and be able to query by road name, direction, year and other attributes. The software is hosted on premise with the client unless arrangements have been made for DTS to host at an additional fee. CONTRACTOR estimates COUNTY needs 15-20 TB of internal data storage capacity. Recurring fees for hosting would only be applicable if DTS is hosting.



*Sample VUEPoint Videologger the CONTRACTOR Built for City of Houston*

**Task 10 Deliverable:**

- The CONTRACTOR will deliver a web-based and GIS-centric viewer that allows users to view CONTRACTOR MAC-collected right-of-way images of asset data and review pavement images.

# Attachment B

ID	Task Name	Duration	Start	Finish	September 2019	October 2019	November 2019	December 2019	January 2020	February 2020	March 2020	April 2020	May 2020
1	Project Management	150 days	Fri 10/4/19	Thu 4/30/20									
2	Quality Assurance and Quality Control	150 days	Fri 10/4/19	Thu 4/30/20									
3	Project Setup	5 days	Fri 10/4/19	Thu 10/10/19									
4	Data Collection	56 days	Fri 10/4/19	Fri 12/20/19									
5	Data Analysis	56 days	Fri 10/18/19	Fri 1/3/20									
6	Draft Report and Revision	15 days	Mon 1/6/20	Fri 1/24/20									
7	Budget Scenario Development and Final Report	70 days	Fri 1/24/20	Thu 4/30/20									

Project: Brevard County Schedu  
Date: Wed 9/25/19

Task	Inactive Task	Manual Summary Rollup	External Milestone
Split	Inactive Milestone	Manual Summary	Deadline
Milestone	Inactive Summary	Start-only	Progress
Summary	Manual Task	Finish-only	Manual Progress
Project Summary	Duration-only	External Tasks	

**Brevard County, Florida  
Attachment C Pavement Condition Assessment Schedule of Fees  
Data Transfer Solutions, LLC**

Task	Description	Units	Fee
1	Project Management	1	\$20,000
2	Quality Assurance and Quality Control	1	\$20,000
3	Project Setup <sup>1</sup>	1	\$5,300
4	Data Collection		
	Data Collection (Pavement, R/W & IRI) (centerline miles)	1,126	\$120,100
	Data Collection & Analysis (SCI) <sup>2</sup> (lane miles)	1,366	\$155,000
	MOT for SCI (days)	20	\$24,000
5	Data Analysis (centerline miles)	1,126	\$118,100
6	Draft and Final Report	1	\$10,000
7	Budget Scenario Development <sup>3</sup>	1	\$27,500
<b>Total Fee<sup>4,5</sup></b>			<b>\$500,000</b>
<b>Optional Services</b>			
8	Curb and Gutter Inventory and Assessment (centerline miles)	1,126	\$67,560
9	Sidewalk Inventory (centerline miles)	1,126	\$50,670
10	VUEPoint Videolog Viewer (on premise hosted) <sup>6</sup>	1	\$25,000
<b>Optional Cloud Hosting for VUEPoint Videolog Viewer</b>			
	Environment Setup <sup>7</sup>	1	\$5,000
	Annual Hosting <sup>8</sup>	1	\$12,000

<sup>1</sup>Review of centerline is for the purposes of route planning and data collection.

<sup>2</sup>Includes FWD testing on 886 miles of local roads and 480 miles of arterial and collector roads.

<sup>3</sup>Includes 40 hours of SME Consulting at \$310/hour. Does not include a license of VUEWorks but could if desired.

<sup>4</sup>DTS will bill monthly, lump sum based on percent complete for each task item.

<sup>5</sup>DTS total fee is based on 1,126 centerline miles.

<sup>6</sup>Optional cloud hosting prices available upon request.

<sup>7</sup>Setup includes 15 TBs of storage. Additional storage is available at \$100/TB. Setup fee is a one-time fee.

<sup>8</sup>Hosting is due at Go-Live and renews annually thereafter on the Go-Live anniversary.

**Attachment "D" Completed Forms**

Brevard County Public Works Department

**REQUEST FOR QUALIFICATIONS**

**RFQ 2-19-14**

Professional Engineering Services

Pavement Condition Assessment

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

Acknowledged:

  
A.M. "Frey" Fragala, III, AICP, PMP

Sr. Vice President, Data Transfer Solutions, LLC

Date: August 14, 2019

Brevard County Public Works Department  
**REQUEST FOR QUALIFICATIONS**  
**RFQ 2-19-14**

Professional Engineering Services  
Pavement Condition Assessment

**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 Orange

BEFORE ME, the undersigned authority, personally appeared  
A.M. "Trey" Fragala, III, AICP, PMP, who, being by me first duly sworn, made  
the following statement:

1. The Business address of Data Transfer Solutions, LLC (name of bidder or contractor) is 3680 Avalon Park East Blvd., Suite 200, Orlando, FL 32828

Brevard County Public Works Department  
**REQUEST FOR QUALIFICATIONS**  
**RFQ 2-19-14**

Professional Engineering Services  
Pavement Condition Assessment

2. My relationship to Data Transfer Solutions, LLC (name of bidder or contractor) is Operations Manager / Senior 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 §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. Data Transfer Solutions, LLC (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. Data Transfer Solutions, LLC (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. Data Transfer Solutions, LLC (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

Brevard County Public Works Department  
**REQUEST FOR QUALIFICATIONS**

**RFQ 2-19-14**

Professional Engineering Services

Pavement Condition Assessment

  
Signature

Sworn to and subscribed before me in the state and county first mentioned above on  
the 14 day of August, 2019.

  
Notary Public

My commission expires: 9/19/2022

(AFFIX SEAL or STAMP)



## TRUTH-IN-NEGOTIATION CERTIFICATE

In compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, Data Transfer Solutions, LLC (Contractor name) hereby certifies that wage rates and other factual unit costs supporting the compensation for Request for Qualifications (R.F.Q.) No. 2-19-14 Pavement Condition Assessment to be provided under this Contract, concerning Data Transfer Solutions, LLC (Contractor name) are accurate, complete and current as of the time of contracting.

### CONTRACTOR:

Company: Data Transfer Solutions, LLC

By: 

Print Name: A.M. "Trey" Fragala, III, AICP, PMP

Title: Operations Manager / Senior Vice President

Date: August 14, 2019

## DISPUTES DISCLOSURE FORM

### BREVARD COUNTY PUBLIC WORKS DEPARTMENT REQUEST FOR QUALIFICATIONS

RFQ 2-19-14

### PAVEMENT CONDITION ASSESSMENT

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

1. Has your firm or any of its officers received reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five years? Yes or No?

No

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

No

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

No

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

Firm: Data Transfer Solutions, LLC

Name/Title: A.M. "Trey" Fragala, III, AICP, PMP, Operations Mgr. / Sr. Vice President

Authorized Signature/Date:  August 14, 2019

**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**

**CONFIRMATION OF DRUG-FREE WORKPLACE FORM**

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

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

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

Data Transfer Solutions, LLC  
Business Name

R.F.Q. 2-19-14 Pavement Condition Assessment  
R.F.Q. Number and Name

  
Authorized Representative's Signature

August 14, 2019  
Date

A.M. "Trey" Fragala, III, AICP, PMP  
Name

Operations Mgr. / Sr. Vice President  
Position

## Attachment E County References

# ADMINISTRATIVE ORDER

**TITLE: Prompt Payment of Invoices**

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

## I. PURPOSE AND SCOPE

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

## II. DEFINITIONS AND REFERENCES

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

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

III. NOTIFICATION TO VENDORS OF COUNTY REQUIREMENTS

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

IV. INVOICE RECEIPT

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

V. INVOICE EVALUATION FOR PROPER CONTENT

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

VI. NOTIFYING VENDORS OF IMPROPER INVOICES

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

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

VII. RESOLVING INVOICE DISPUTES

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

VIII. CALCULATION OF TIME UPON WHICH PAYMENT IS DUE

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

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

(b) The County shall identify the agent or employee of the County, or the facility or office, to which the contractor may submit its payment request or invoice. This requirement shall be included in the contract between the County and contractor, or shall be provided by the County through a separate written notice, as required under the contract, no later than 10 days after the contract award or notice to proceed.

(c) If an agent need not approve the invoice which is submitted by the contractor, payment is due 20 business days after the date on which the invoice is stamped as received as provided in Section IV, A of this Administrative Order.

2. The County may reject the invoice within 20 business days after the date on which the invoice is stamped as received as provided in Section IV, A of this Administrative Order. The rejection must be written and must specify the deficiency in the invoice and the action necessary to make the invoice proper.

3. If an invoice is rejected under subsection (2) or this subsection and the contractor submits a corrected invoice, the corrected invoice must be paid or rejected 10 business days after the date the corrected invoice is stamped as received.

4. If a dispute between the County and the contractor cannot be resolved by the procedure in (2) and (3), the dispute will be resolved in accordance of Section VII of this Administrative Order.

5. The payment time periods provided in this section for construction services purchased by the County shall not affect contractual provisions or contractual covenants of the County in effect on September 30, 1995.

6. Any portion of an invoice that is not disputed shall be paid in accordance with F.S.218.735. Retainage for payments shall be as provided in F.S. 218.735.

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

#### IX. TIMELY PAYMENT OF INVOICE

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

B. The time by which payment for construction services is due shall be in accordance with F.S. 218.735.

#### X. INTEREST PAYMENT

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

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

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

XI. REPORT OF INTEREST

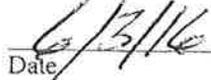
County Finance shall, during December of each year, report to the Board of County Commissioners the number of interest payments exceeding \$250 made by the County during the preceding fiscal year and the total amount of such payments.

XII. STATUTORY REQUIREMENTS

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

XIII. RESERVATION OF AUTHORITY

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

  
Stockton Whitten  
County Manager  
  
Date



## ADMINISTRATIVE ORDER

**Title: COORDINATION OF PUBLIC RECORDS REQUESTS**

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

### **I. PURPOSE**

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

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

### **I. AUTHORITY**

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

### **II. DEFINITIONS**

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

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

### III. **WHAT IS A PUBLIC RECORD?**

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

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

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

#### **B. The following are not public records:**

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

#### IV. RESPONDING TO A PUBLIC RECORDS REQUEST

##### A. General Employee Responsibilities

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

##### B. DEPARTMENT DIRECTOR RESPONSIBILITIES

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

##### C. RECORDS CUSTODIAN RESPONSIBILITIES

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

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

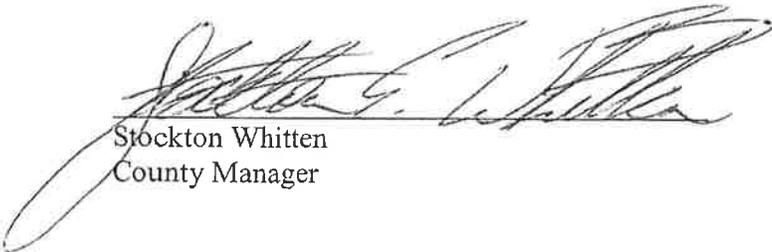
13. **Provide for and supervise all inspections of original or master copies of public records** to prevent damage, loss or alteration.
14. **Maintain a record of the request and its resolution.** Update the public records request tracking program on a regular basis to provide the status of the request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

**V. COUNTY ATTORNEY SUPPORT FEE**

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

**V. RESERVATION OF AUTHORITY**

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

  
Stockton Whitten  
County Manager

October 6, 2015  
Date

### Public Records Request Fee Schedule\*

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

Professional Rate <sup>1</sup>	Administrative Rate <sup>2</sup>
\$16.26/hr	\$9.44/hr

### Public Records Cost Schedule\*

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

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

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

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

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