

Meeting Date
October 10, 2017



AGENDA	
Section	Unfinished Business
Item No.	11.C.1

AGENDA REPORT
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	PERMISSION TO ISSUE ANNUAL SUPPLY BIDS, PROPOSALS AND REQUEST FOR QUALIFICATIONS (FY 2017/2018) AND/OR NEGOTIATE COMPETITIVE AGREEMENTS
DEPT/OFFICE:	CENTRAL SERVICES DEPARTMENT/PURCHASING SERVICES

Requested Action:

It is requested the Board grant Purchasing Services approval to perform the following actions regarding the attached list of commodities and services for fiscal year 2017/2018.

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

Summary Explanation & Background:

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

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

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

Continued, Page 2

Clerk to the Board instruction: Return one copy to Department

Exhibits Attached: Annual Procurement Commodity and Services List (FY 2017/2018)

Contract /Agreement (If attached): Reviewed by County Attorney		Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Manager	Assistant County Manager	John Denninghoff		Department Director / Extension			
Frank Abbate	Interim Assistant County Manager	Jim Liesenfelt		Teresa Camarata/ext.5-5492			

PAGE 2

SUBJECT: PERMISSION TO ISSUE ANNUAL SUPPLY BIDS, QUOTES AND PROPOSALS
(FY 2017/2018) AND/OR NEGOTIATE COMPETITIVE AGREEMENTS

SUMMARY EXPLANATION & BACKGROUND, CONTINUED

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

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

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

Formal contract renewals will be in accordance with AO-29, Contract Administration.

Fiscal Impact FY 17/18: Minimizing administrative costs by reducing and consolidating Board actions for competitive annual procurement of commodities and services insures efficient use of available funds and the timely provision of commodities and services. Establishment of costs associated with these commodities/services is allocated to individual agencies' funding sources. Funds will be encumbered through user initiated blanket purchase orders.

Name: Contact:
Teresa Camarata, Central Services Director
Phone: x5-5492, Teresa.Camarata@brevardfl.gov

Leslie Rothering, Purchasing Services
Phone: x5-6038, leslie.rothering@brevardfl.gov

ANNUAL BID/QUOTE/PROPOSAL LIST
 FY 2017/2018
 Over \$100,000 Annually

COMMODITY/SERVICE	CONTRACT YEAR & RENEWAL OPTION	ESTIMATED ANNUAL EXPENDITURES (>\$100K)
Aggregate (57 Stone & Pea Gravel)	1 yr & 1 renewal	\$500,000.00
Agricultural & Aquatic Chemicals	1 yr	\$305,000.00
Asphaltic Concrete	1 yr & 2 (1yr) renewals	\$2,000,000.00
Bond Counsel for the County of Brevard, FL	3 yr & 2 (1yr) renewal	\$100,000.00
Brevard County Government 2016 Health Plan	5 yrs.	Dependent on Plan Participants.
Bunker Gear for Brevard County Fire Rescue	5 yr & 5 (1yr) renewals	\$400,000.00
Cab & Chassis Trucks and Other Fleet Equipment	1 yr	\$1,000,000.00
Computer Equipment, Peripherals & Services	2 yr & 3(1 yr) renewals	\$500,000.00
Concrete Pipe	1 yr & 1 renewal	\$480,000.00
Concrete Sidewalk, Curb, and Gutter Construction	1 yr & 1 renewal	\$900,000.00
Continuing Consultant Professional Engineering Services, A&E, Roofing Services -- Approved CIP Projects That Exceed Continuing Consultant Dollar Threshold for Housing & Human Svs; Utility Svs; Facilities Dept; Public Works; Solid Waste; MIRA; Natural	Up to 5 yrs	Varies per CIP projects and taskings.
Continuing Roofing Contracting Services	Up to 5 yrs	
Contracted Seasonal Recreation Worker Services for P&R	3 yr & 2 (1yr) renewal	\$1,300,000.00
Copy Machine Rental	5 yr w/ 1 renewal	\$400,000.00
County Dental Insurance	3 yr & 1 (1yr) renewal	Dependent on Plan Participants.
County Group Vision Plan	3 yr & 2 (1 yr) renewals	
Deceased Removal & Transport	1 yr & 5 (1 yr) renewal	\$140,000.00
Disaster Debris Removal & Recovery Management Services	5 yr contract - no renewals	Dependent on need(s).
Disaster Debris Removal Services	5 yr contract - no renewals	
Drawbridge Maintenance & Repair	1yr & 3 (1yr) renewals	\$100,000.00
Electrical Contractor Services - Hourly	1 yr & 1 renewal	\$200,000.00
Electronics Waste Recycling Services	3 yr & 2 (1 yr) renewals	\$175,000.00
Emergency Generator Repair & Maintenance	1 yr & 2 (1yr) renewal	\$100,000.00
EMS Billing Services	2 yr & 3 (1yr) renewal	\$675,000.00
Fencing (Brevard County Cooperative Bid)	3 yr & 1 2yr renewal	\$155,000.00
Fertilizers	1 yr	\$125,000.00
Floor Cleaning - Countywide	1 yr & 3 (1yr) renewals	\$150,000.00
Gasoline, Diesel, Fuel Oils (Brevard County Cooperative Bid)	3 yr & 1 (2 yr) renewal	\$3,500,000.00
Grassing Services (Brevard County Cooperative Bid)	1yr & 1 renewal	\$250,000.00
HVAC & Ice Machine Service	1yr & 1 renewal	\$450,000.00
HVAC for Maintenance	5 yr & 2 (1yr) renewals	\$1,500,000.00
Inlets, Manholes, & Grates	1 yr & 1(1 yr) renewal	\$375,000.00
Janitorial Services - Countywide	1 yr & 3 (1yr) renewals	\$400,000.00
Janitorial Supplies	1 yr & 1 renewal	\$175,000.00
Laboratory Testing & Related Professional Services	1 yr & 4 (1 yr) renewals	\$200,000.00
Landfill Stormwater Collection & Gas System Repairs & Installation	2 yr & 2 (1yr) renewals	\$100,000.00
Landscape Design & Detailing Maintenance Svcs (Complete) - Facilities	1 yr & 2 (1 yr) renewals	\$150,000.00
Lawn Maintenance - Parks & Rec	1 yr & 1 renewal	\$249,000.00
Lawn Maintenance (Full Detail): Merritt island - District 2	1 yr & 1 renewal	\$185,000.00
Lawn Services - Full (Public Works): Mow, Irrigation, Pesticide	1 yr & 1 renewal	\$150,000.00
Lime Rock for Solid Waste & Public Works	1yr & 1 renewal	\$400,000.00

ANNUAL BID/QUOTE/PROPOSAL LIST
 FY 2017/2018
 Over \$100,000 Annually

Marketing Services for SCAT	3 yr & 1 (2 yr) renewal	\$400,000.00
Medical Supplies (EMS) - (Brevard County Cooperative Bid)	1yr & 1 renewal	\$910,000.00
Mix-In-Place Soil Cement	1 yr & 1 renewal	\$400,000.00
Mulching & Disposal Services for Yard Trash & Vegetative Waste (On Site)	1 yr 1 rengwal	\$1,250,000.00
Mulching & Yard Trash/Vegetative Disposal Services - Off Site	1 yr & 1 renewal	\$1,500,000.00
Office Supplies	1 yr & 1 (1 yr) renewal	\$175,000.00
Petroleum Products - Lube Oil	1yr & 1 renewal	\$125,000.00
Physical Examinations - Fire Rescue	2 yr & 2 (1 yr) renewals	\$250,000.00
Pipe, Cured-In-Place Pipe (CIPP)	3 yr & 1 (1 yr) renewal	\$3,000,000.00
Plans Examiner Services	1 yr & 1 (1 yr) renewal	\$300,000.00
Plumbing Services	1 yr & 1 renewal	\$100,000.00
Plumbing Supplies Catalog Discount	3 yr & 1 (2-yr) renewal	\$100,000.00
Polymer, Sludge Dewatering	1 yr & 2 (1 yr) renewal	\$150,000.00
Postal & Courier Services - Libraries	1 yr & 4 1 yr renewals	\$200,000.00
Pumpout Services for Cleaning Baffle Box & Sediment Collection Devices Countywide	1 yr & 2 (1yr) renewals	\$180,000.00
Removal & Disposal of Dewatered Biosolids	1 yr & 2(1 yr) renewals	\$230,000.00
Removal & Final Disposal of Mulch and Wood Waste	3 yr & 2 1 yr	\$350,000.00
Retention Pond Mowing (Countywide): Natural Resources & Public Works	1 yr & 1 renewal	\$160,000.00
Road Construction Materials	1yr & 1 renewal	\$275,000.00
Road Striping - Paint & Reflective Pavement Marking	1 yr & 2 (1 yr) renewals	\$450,000.00
Road Striping Thermoplastic & Reflective Pavement Marking	1 yr & 2 (1yr) renewal	\$1,700,000.00
SAP Support Services	1 yr & 2 (1 yr) renewals	\$150,000.00
SCAT Vehicle Fleet Maintenance & Repair Mgmt Svc.	3 yr & 1 (2yr) renewal	\$3,760,000.00
Security Services - Brevard Government Complexes	1 yr & 4 (1 yr) renewals	\$200,000.00
Security Services (Unarmed) - Multidepartmental	1yr & 1 renewal	\$450,000.00
Select Common Fill - Sarno Road Landfill	1 yr & 1 renewal	\$373,500.00
Select Common Fill for Landfills (CDF only)	1 yr & 1 renewal	\$1,080,000.00
Septic Tank, Grease Trap, Lift Station & Sewage Hauling Services	1yr & 3 (1yr) renewals	\$150,000.00
Sodium Hypochlorite Supply Services	1 yr & 3 (1 yr) renewals	\$250,000.00
Soil Cement Pug Mill Mix	1yr & 1 renewal	\$180,000.00
Street Sweeping and Inlet Basket Cleaning	1 yr & 5 (1 yr)renewals	\$150,000.00
Structured Cabling System - Small Projects/Limited Drop	2 yr & 3 (1 yr) renewals	\$100,000.00
Submersible Pump and Motor Repair Services	2 yr & 1 (2-yr) renewal	\$160,000.00
TDC - Website Development & Maintenance Services	2 yr & 1 yr renewal	\$200,000.00
Temporary Employment Services	1yr & 1 renewal	\$250,000.00
Tire Shredding & Disposal Services	1 yr & 1 renewal	\$450,000.00
Traffic Sign Materials	1yr & 1 renewal	\$100,000.00
Traffic Signal Const, Rehab, Maintenance & Emergency Repairs	3 yr & 2 1-yr renewals	\$250,000.00
Travel Media Relations (for TDO)	1 yr & 1 (2 yr) & 1 (1 yr)	\$200,000.00
Tree Trimming and Removal Services	1 yr & 1 renewal	\$150,000.00
Trucking Services	1yr & 1 renewal	\$110,000.00
Trucks & Vans, Utility Vehicles	1 yr	\$1,000,000.00

ANNUAL BID/QUOTE/PROPOSAL LIST
FY 2017/2018
Over \$100,000 Annually

Uniform Apparat: Fire Rescue	1 yr & 1 renewal	\$100,000.00
Vehicles, Cars, Vans, SUVs, and Light Trucks	4 yr & 1 (1 yr) renewal	\$1,000,000.00
Water & Wastewater Treatment Chemicals—Sodium Hypochlorite (Brevard County Cooperative Bid)	1 yr & 2(1 yr) renewals	\$100,000.00
Welding/Medical Gases & Supplies	1yr & 1 renewal	\$100,000.00



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

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

October 11, 2017

MEMORANDUM

TO: Teresa Camarata, Central Services Director Attn: Leslie Rothering

RE: Item II.C.4., Permission to Issue Annual Supply Bids, Proposals and Request for Qualifications, and/or Negotiate Competitive Agreements

The Board of County Commissioners, in regular session on October 10, 2017, granted permission for Purchasing Services to perform the list of commodities and services for Fiscal Year 2017/2018 as follows:

- 1). Solicit competitive bids, quotes and/or negotiate competitive agreements, and award to the lowest, responsive, and most qualified supplier.
- 2). Solicit competitive proposals and Request for Qualifications; establish selection/negotiation committees approved by the County Manager, or his designee, and award contracts and/or open purchase orders with the best-ranked proposer.
- 3). Exercise renewal options upon evaluation of supplier performance and recommendation from user departments/offices, establishing the continuance of the contract is favorable prior to extension of the agreement.
- 4). Authorized the Chairman to execute contracts and contract renewals over \$100,000 in annual value.

Enclosed is the list of commodities and services for your action.

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/ds

cc: County Manager
Finance
Budget


**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM


SECTION I - GENERAL INFORMATION

1. Contractor:	
2. Fund/Account #:	3. Department Name: Public Works
4. Contract Description: RFQ 4-18-13 Engineering Services - Continuing Consultant	
5. Contract Monitor: Jeanette Scott	7. Contract Type: CONSULTANT
6. Dept/Office Director: Andrew J. Holmes, P.E.	

SECTION II – REVIEW AND APPROVAL TO ADVERTISE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>
	<u>YES</u>	<u>NO</u>	
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	 Matt Lairsey Brewer, Jad
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

SECTION III – REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>
	<u>YES</u>	<u>NO</u>	
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	 Matt Lairsey Brewer, Jad
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**


INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

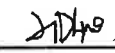

1. Contractor: Miles Media	
2. Fund/Account #: 1445.293220.5340000.502143	3. Department Name: Tourism Development
4. Contract Description: Website Design, Manage, Maintenance	
5. Contract Monitor: Stacy DeLano	7. Contract Type:
6. Dept/Office Director: Eric Garvey	SERVICES

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

** Form was not in use at time of bid process.*

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

SECTION III - REVIEW AND APPROVAL TO EXECUTE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>		_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>		3/12/18

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

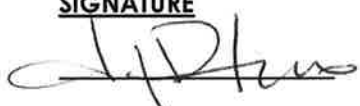
INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION


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5. Contract Monitor: Stacy DeLano	7. Contract Type: SERVICES
6. Dept/Office Director: Eric Garvey	

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

**Form was not in use at time of bid process.*

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

SECTION III - REVIEW AND APPROVAL TO EXECUTE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>		_____
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Matt Lairsey <small>Digitally signed by Matt Lairsey Date: 2018.02.19 06:26:26 -0600</small>	03/07/2018
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete <input checked="" type="checkbox"/>
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"/>
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Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Bel-Mac Roofing, Tech Systems, Inc	
2. Fund/Account #:	3. Department Name: Public Works/Facilities
4. Contract Description: RFP-4-18-12 Continuing Roofing Contracting Services	
5. Contract Monitor: Mary Bowers	7. Contract Type:
6. Dept/Office Director: Andrew Holmes	TERM CONTRACT

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

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

SECTION III - REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>
	<u>YES</u>	<u>NO</u>	
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Mary Bowers 7/13/18</i>
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Sharon L. Nelson 7/14/18</i>

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
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**BREVARD COUNTY
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5. Contract Monitor: Mary Bowers	7. Contract Type:
6. Dept/Office Director: Andrew Holmes	TERM CONTRACT

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

SECTION III - REVIEW AND APPROVAL TO EXECUTE

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

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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Department Information	<input type="checkbox"/>
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**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: BRPH, CEG, Infrastructure Solutions, Morgan & Assoc	
2. Fund/Account #:	3. Department Name: Public Works/Facilities
4. Contract Description: RFQ-4-18-09 Continuing Civil Engineering Services Agreement	
5. Contract Monitor: Mary Bowers	7. Contract Type:
6. Dept/Office Director: Andrew Holmes	TERM CONTRACT

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

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

SECTION III - REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>
	<u>YES</u>	<u>NO</u>	
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Mary Bowers 7/12/18</i>
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Shannon L. Tolson 7/13/18</i>

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: BRPH, CEG, Infrastructure Solutions, Morgan & Assoc	
2. Fund/Account #:	3. Department Name: Public Works/Facilities
4. Contract Description: RFQ-4-18-09 Continuing Civil Engineering Services Agreement	
5. Contract Monitor: Mary Bowers	7. Contract Type:
6. Dept/Office Director: Andrew Holmes	TERM CONTRACT

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

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

SECTION III - REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>
	<u>YES</u>	<u>NO</u>	
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Mary Bowers 7/12/18</i> <i>A.H.</i> 7.16.18
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Canaveral Const, Ivey's Const, W&J Const, Heard Const, Core and RUSH	
2. Fund/Account #:	3. Department Name: Public Works/Facilities
4. Contract Description: RFQ-4-18-05 Continuing Construction Manager At Risk Services	
5. Contract Monitor: Mary Bowers	7. Contract Type:
6. Dept/Office Director: Andrew Holmes	TERM CONTRACT

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

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

SECTION III - REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>
	<u>YES</u>	<u>NO</u>	
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Mary Bowers 7/12/18</i>
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Darson L. Felice 7/13/18</i>

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

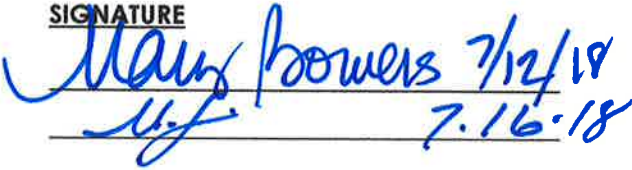
SECTION I - GENERAL INFORMATION

1. Contractor: Canaveral Const, Ivey's Const, W&J Const, Heard Const, Core and RUSH	
2. Fund/Account #:	3. Department Name: Public Works/Facilities
4. Contract Description: RFQ-4-18-05 Continuing Construction Manager At Risk Services	
5. Contract Monitor: Mary Bowers	7. Contract Type:
6. Dept/Office Director: Andrew Holmes	TERM CONTRACT

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

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

SECTION III - REVIEW AND APPROVAL TO EXECUTE

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

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Schenkel Schultz Architecture, Tsark Architecture, RZK Architects, Inc.	
2. Fund/Account #:	3. Department Name: Public Works/Facilities
4. Contract Description: RFQ-4-18-06 Continuing Architectural/Engineering Design Services	
5. Contract Monitor: Mary Bowers	7. Contract Type: TERM CONTRACT
6. Dept/Office Director: Andrew Holmes	

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

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

SECTION III - REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>
	<u>YES</u>	<u>NO</u>	
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<div style="font-family: cursive; font-size: 1.2em;"> Mary Bowers 7/11/18 M.J. 7.16.18 </div>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Schenkel Schultz Architecture, Tsark Architecture, RZK Architects, Inc.	
2. Fund/Account #:	3. Department Name: Public Works/Facilities
4. Contract Description: RFQ-4-18-06 Continuing Architectural/Engineering Design Services	
5. Contract Monitor: Mary Bowers	7. Contract Type:
6. Dept/Office Director: Andrew Holmes	TERM CONTRACT

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

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

SECTION III - REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>
	<u>YES</u>	<u>NO</u>	
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Mary Bowers 7/11/18</i>
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Sharon L. Tolson 7/13/18</i>

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: North American Office Solutions	
2. Fund/Account #:	3. Department Name: Central Services
4. Contract Description: Copy Machine Rental	
5. Contract Monitor: Leslie Rothering	7. Contract Type: Rental
6. Dept/Office Director: Teresa Camarata	

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	<i>Leslie Rothering</i> <small>Digitally signed by Leslie Rothering, DN: cn=Leslie Rothering, o=Brevard County, ou=County Administration, email=leslie.rothering@brevard.net</small>	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

SECTION III - REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	<i>Leslie Rothering</i> <small>Digitally signed by Leslie Rothering, DN: cn=Leslie Rothering, o=Brevard County, ou=County Administration, email=leslie.rothering@brevard.net</small>	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>TLH</i>	3/2/18

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: North American Office Solutions	
2. Fund/Account #:	3. Department Name: Central Services
4. Contract Description: Multifunction Copier/Printer/Fax Device Rental	
5. Contract Monitor: Kimberley Phillips	7. Contract Type: SERVICES
6. Dept/Office Director: Teresa Camarata	

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	<i>Leslie Rothering</i> Digitally signed by Rothering, Leslie Date: 2018.02.14 09:48:29 -0500	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

SECTION III - REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	<i>Leslie Rothering</i> Digitally signed by Rothering, Leslie Date: 2018.02.14 09:48:29 -0500	_____
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt Digitally signed by Lairsey, Matt Date: 2018.02.22 10:37:38 -0500	02/22/2018
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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



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

Inter-Office Memo

BOARD OF COUNTY COMMISSIONERS

TO: Kristine Isnardi, Chair

THRU: Frank Abbate, County Manager *FA*

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

THRU: Dan Jones, Interim Director Public Works Department *DJ*

FROM: Tammy Thomas-Wood, Support Services Manager *TW*

RE: Professional Services Agreement – Continuing Consultant Engineering Services

DATE: February 8, 2019

On October 10, 2017, the Board of County Commissioners granted Purchasing Services permission to issue Annual Supply Bids, Proposals, and Request for Qualifications (Fiscal Year 2017-2018) and/or Negotiate Competitive Agreements. As noted on the Memorandum dated October 11, 2017, this Board action also authorized the Chair to execute contracts.

On July 26, 2018, Purchasing Services on behalf of Public Works issued the Request for Qualifications No. 4-18-13 for the acquisition of continuing consultants for professional engineering services. The Selection and Negotiation Committee, per Board Policy-26, selected and successfully negotiated Professional Services Contracts with the following firms:

- Atkins North America, Inc.
- Bussen-Mayer Engineering Group, Inc.
- DRMP, Inc.
- Hanson Professional Services Inc.
- Metric Engineering, Inc.

The contracts have been reviewed and approved by the County Attorney's Office and Risk Management, per Administrative Order-29. In accordance with the Memorandum, you will please find attached one original of each Professional Services Contract for your execution. Upon your signature, the Clerk to the Board will attest your signature. **Public Works Department requests an electronic copy of the fully-executed contract be emailed to jeanette.scott@brevardfl.gov for our records.**

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

Encl: Professional Services Contracts – one per consultant
Memorandum Annual BPQ

**BREVARD COUNTY
PUBLIC WORKS DEPARTMENT**

**PROFESSIONAL SERVICES CONTRACT
ENGINEERING SERVICES**

**Brevard County Public Works Department
2725 Judge Fran Jamieson Way, Bldg. A, Room A-201
Viera, Florida 32940**

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WITNESSETH:	2
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PROFESSIONAL SERVICES CONTRACT

This is a Contract effective this 12 day of Feb., 2019, by and between Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as COUNTY and Metric Engineering, Inc., a business having its principal address at 13940 SW 136th Street, Suite 200, Miami Florida 33186 hereinafter referred to as CONTRACTOR.

WITNESSETH:

WHEREAS, the COUNTY desires continuing professional services for some or all aspects of engineering services such as civil, traffic and structural, and

WHEREAS, the COUNTY issued a competitive solicitation for these engineering services pursuant to RFQ 4-18-13.

For and in consideration of the mutual Contract hereinafter contained, the COUNTY hereby retains the CONTRACTOR, and the CONTRACTOR hereby covenants to provide professional services as prescribed herein.

SECTION I - GENERAL IDENTIFICATION OF SERVICES

All professional services provided by the CONTRACTOR for the COUNTY shall be identified in Work Orders and performed to current professional standards of the applicable discipline and as further set forth in Section III. Work Orders shall entail a description of services to be performed, a statement of fees, proposed schedule for compensation and a projected schedule for completion of the work to be performed by the CONTRACTOR. A Work Order shall not give rise to any contractual rights until approved by the COUNTY in the form of a written Notice to Proceed signed by the Chairman of the Board of County Commissioners or other authorized representative of the COUNTY where approved by Board action. The written Notice to Proceed and specific Work Order, as approved by the COUNTY shall constitute an addendum to this Contract.

SECTION II - 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 III - PROFESSIONAL SERVICES

Upon receipt of Notice to Proceed, the CONTRACTOR agrees to perform professional services associated with the requested work in accordance with the negotiated terms of the applicable Work Order, 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 Work Orders, 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 Contract includes, and the CONTRACTOR shall:

- A. Maintain an adequate staff of experienced and qualified personnel licensed in the State of Florida in performing the Work.
- B. Comply with federal, state and local laws, codes and ordinances applicable to the work.
- C. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.
- D. Cooperate and coordinate with other COUNTY contractors, as directed by the COUNTY.
- E. Report the status of the work to the COUNTY upon request and hold pertinent data, calculations, field notes, records, sketches and other

projects open to the inspection of the COUNTY or its authorized agent at any time.

- F. Submit for COUNTY review design computations, sketches and other data representative of the work's progress at the percentage stages of completion which may be specified in the applicable Work Order. Submit for COUNTY approval the final work product upon incorporation of any modifications requested by the COUNTY during any previous review. Any COUNTY approval of the CONTRACTOR'S plans, design, or specifications shall not be deemed to diminish the CONTRACTOR'S warranty set forth.
- G. Confer with the COUNTY during the further development and implementation of improvements for which the CONTRACTOR has provided design or other services.
- H. Interpret plans and other documents; correct errors and omissions and prepare any necessary plan revisions not involving a change in the scope of the work required, at no additional cost.
- I. Meet project deliverable dates established in each individual Work Order.
- J. Prior to final approval of the work by the COUNTY, conduct and complete a preliminary check of any construction documents through any review committee, third party contractor or any county, city, state or federal agency from which a permit or other approval is required. Any approval obtained from the COUNTY or any other agency shall not be deemed to diminish or discharge the CONTRACTOR from the warranties provided for in this Contract.

SECTION IV - TIME OF COMPLETION

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

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 V – COMPENSATION

The COUNTY agrees to pay and the CONTRACTOR agrees to accept, for services rendered pursuant to this Contract, fees and other compensation computed in accordance with one of the methods outlined below, as specified in an approved Work Order:

- A. Hourly Rate: The CONTRACTOR shall be compensated at the attached Hourly Rate Schedule (Attachment "A") for each hour engaged directly in the work.
- B. Lump Sum Fee: The fee for any requested portion of work may, at the option of the COUNTY, be a lump sum mutually agreed upon by the COUNTY and the CONTRACTOR and stated in the written Work Order.
- C. Reimbursable Expenses: The CONTRACTOR shall be compensated for certain work related expenditures not covered by fees for engineering services, provided such expenditures are previously authorized by the COUNTY in an approved Work Order. Upon receipt of satisfactory backup materials, the CONTRACTOR will be compensated for such reimbursable expenses. Such expenses shall include, unless stated otherwise in the Work Order:
 - 1. Expenses for document reproduction or other incidental expenses on a direct cost basis.
 - 2. Expenses for travel, transportation and subsistence outside the County limits, on a direct cost basis or as allowed by law.

- D. At least sixty (60) days prior to each anniversary date of this Contract either party may request an adjustment to the rates provided for herein to apply in the forthcoming year. Failure of the parties to agree on a new rate shall constitute a basis for issuing a Notice of Termination by the COUNTY. Any proposed change in rates by the CONTRACTOR shall be subject to the prior approval of the COUNTY. In the event the CONTRACTOR requests a change in rate, either party may terminate this Contract in accordance with Section XVII should the proposed rates or fees not be mutually acceptable.

SECTION VI - PAYMENT AND PARTIAL PAYMENTS

Subject to the COUNTY'S right to withhold any amounts reasonably necessary to complete or correct substandard work or work not in compliance with the terms of this Contract, the COUNTY shall make monthly payments or partial payments to the CONTRACTOR for all authorized work performed during the previous calendar month.

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

SECTION VII - SCHEDULE OF WORK

The COUNTY shall have the sole right to determine on which units or sections of the work the CONTRACTOR shall proceed and in what order. Should a work order 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 prior to commencing the revision. CONTRACTOR waives any right to make a claim based upon a revision if such notice was not provided.

SECTION VIII - RIGHT OF DECISIONS

All services shall be performed by the CONTRACTOR in accordance with the Standard of Care as set forth in Section III and to the reasonable requirements of the COUNTY. The COUNTY Public Works staff shall decide and dispose of all claims, questions and disputes arising under this Contract. Such determination shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event the CONTRACTOR does not concur with the decisions of the COUNTY, within ten (10) days after determination by the Public Works staff, the CONTRACTOR shall present any such objections in writing to the COUNTY Public Works Department 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 and the Public Works Department for review and disposition at a hearing to be held within ten (10) days after receipt of the appeal. This paragraph does not constitute a waiver of either party's right to proceed in a court of competent jurisdiction, provided that prior to filing any suit the CONTRACTOR goes through the appeal process established in this Contract and provided further that the CONTRACTOR strictly abides by the ten-day time deadline set forth in this paragraph.

SECTION IX - OWNERSHIP OF DOCUMENTS

All reports, tracing, 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 X - REUSE OF DOCUMENTS

The CONTRACTOR may not reuse data or work products developed 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 XI – NOTICES

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

Tammy Thomas-Wood, Support Services Manager
Public Works Department
2725 Judge Fran Jamieson Way, Suite A-201
Viera, FL 32940

Any notices, reports or other communications from the COUNTY to the CONTRACTOR shall be considered delivered when posted by mail to the CONTRACTOR at the last address left on file with the COUNTY, sent by e-mail, or delivered in person to said CONTRACTOR or the CONTRACTOR'S authorized representative.

SECTION XII - 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 (5) years after 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. It will be the CONTRACTOR'S duty to identify any information in records created by the CONTRACTOR which it deems is exempt under Florida or federal law and identify the statute number which requires the information be held exempt. 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 termination of the Contract if the CONTRACTOR does not transfer the records to the public agency. In lieu of retaining all public records upon 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 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 XIII – 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 (24) 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 AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the COUNTY'S public records custodian designated below.

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 attorneys 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:

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

SECTION XIV – E-VERIFY

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

In accordance with the E-Verify provisions, the CONTRACTOR agrees to execute the Confirmation of E-Verify Participation Form prior to execution of the Contract.

SECTION XV – SUBCONTRACTING

The CONTRACTOR shall not subcontract, assign, or transfer any work under this Contract without the written approval of the COUNTY. When applicable, the CONTRACTOR shall cause the names of any subcontracted firms responsible for major portions (or separate specialty) of the work to be inserted in the pertinent documents or data.

SECTION XVI - CONTINGENT FEES

The CONTRACTOR 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 XVII - TERMINATION/MODIFICATION OF CONTRACT

- A. The COUNTY may terminate this Contract for any reason upon thirty (30) days written notice. The CONTRACTOR may terminate this Contract for any reason upon thirty (30) days written notice, provided that any outstanding approved Work Order is completed by the CONTRACTOR.
- B. 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 by approved Work Order. 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.

- C. The terms of this Contract may be modified upon the mutual agreement of the CONTRACTOR and the COUNTY as confirmed in writing.
- D. In the event that the CONTRACTOR changes his name, merges with another company, becomes a subsidiary or makes other substantial change in structure or in principals, the COUNTY reserves the right to terminate this Contract subject to the terms prescribed above.

SECTION XVIII - DURATION OF CONTRACT

This Contract shall remain in full force and effect for a period of one (1) year after its effective date, although actual completion of the services hereunder may extend beyond such term, unless this Contract is terminated by mutual consent of the parties as otherwise provided herein. The performance of specially and properly authorized projects may extend beyond the Contract's one-year effective term and shall be compensated in accordance with Section V hereof. In addition, subject to the COUNTY'S sole discretion, pursuant to Section V.D. Compensation, this Contract may be renewed by the COUNTY in one (1) year increments for up to three (3) years beyond the initial one (1) year period of the Contract by providing prior written notice to the CONTRACTOR.

SECTION XIX – 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 (10) days after notice and demand that said sums are due. The CONTRACTOR shall not be compensated on a percentage of any deficient

professional services that 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 contractor retained by the COUNTY to finish the work to the extent that the COUNTY does not incur additional costs over those set forth in the CONTRACTOR'S canceled Work Order.

SECTION XX - ATTORNEY'S FEES AND VENUE

In the event of any legal action to enforce the terms of this contract, each party shall bear its own attorney's fees and costs. Venue for any legal action brought by any party to this Contract to interpret, construe or enforce this Contract shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

SECTION XXI - 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 design 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 shall be required to procure and maintain, at their own expense and without cost to the COUNTY, the following types of insurance. The policy limits required are to be considered minimum amounts:

- General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, and Contractual Liability.
- Auto Liability Insurance policy with includes coverage for all owned, non-owned and hired vehicles with a \$1,000,000 combined single limit for each occurrence.
- Professional Liability Insurance policy in the amount of \$1,000,000 per claim and \$3,000,000 in the annual aggregate covering the risk of errors and omissions in the professional services provided under this Contract. If such policy is written on a "claims" made" (rather than "occurrence") basis, continuous coverage shall be maintained in effect from the date of commencement of services to a period of at least four (4) years beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer.
- Workers' Compensation Insurance (for statutory limits) as required by Florida Statutes, Chapter 440.

The CONTRACTOR shall provide Certificates of Insurance to the COUNTY demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this Contract. Insurance carriers providing coverage required herein must be licensed or authorized to conduct business in the State of Florida and must possess A.M. Best's Financial Strength Rating of A- Class VIII or better. The Certificates of Insurance shall indicate that the policies (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 canceled or modified without thirty (30) 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. Subcontractor's insurance shall be the responsibility of the CONTRACTOR.

SECTION XXII - 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 V of this Contract.

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

SECTION XXIII – PUBLIC ENTITY CRIMES

The CONTRACTOR shall provide a fully executed Public Entity Crimes Affidavit in accordance with F.S. 287.133 prior to execution of this Contract.

SECTION XXIV - 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 XXV - 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 XXVI - INTEREST OF COUNTY AND OTHERS

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

SECTION XXVII - 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 XXVIII - ENTIRETY OF CONTRACT

This writing, together with Work Orders and signed Notices to Proceed that may follow, embody the entire Contract and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein.

No alteration, change, or modification of the terms of this Contract shall be valid unless made in writing, signed by both parties hereto as an addendum to this Contract, or as specifically prescribed in a Work Order.

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

SECTION XXIX – 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.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



Scott Ellis, Clerk



Kristine Isnardi, Chair


As approved by the Board on: 10-10-2017

Reviewed for legal form and content:



Assistant County Attorney

Metric Engineering, Inc.



Charles B. Fuller, Vice President

STATE OF FLORIDA §
COUNTY OF Seminole §

I HEREBY CERTIFY that before me, an officer duly authorized to take acknowledgments, personally appeared Charles B. Fuller, Vice President of Metric Engineering, Inc. personally known to me or provided N/A 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.

29th WITNESS my hand and official seal in the State and County last aforesaid this day of January, 2019.

(SEAL)

Kristine K. Melanson
Signature

Kristine Melanson
Notary Name (typed or printed)

Marketing Manager
Title or Rank



TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT

STATE OF FLORIDA §
COUNTY OF §

Before me, the undersigned authority, personally appeared Affiant, Charles B. Fuller who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive a Contract for professional services with the Board of County Commissioners of Brevard County, Florida.
2. That the undersigned firm is a corporation which engages in furnishing professional engineering services and is entering into a Contract with the Board of County Commissioners of Brevard County, Florida to provide professional engineering services as a Continuing Contractor.
3. That the undersigned firm has furnished the Board of County Commissioners of Brevard County, Florida a detailed analysis of the cost of the professional services.
4. That the wage rate information and other factual unit costs that the undersigned firm furnished were accurate, complete and current at the time the undersigned firm and the Board of County Commissions entered into the Contract for professional services.
5. That the Contract which the undersigned firm and Brevard County entered into contained a provision that the original Contract price and any additions thereto shall be adjusted to include any significant sums by which the Board of County Commissioners determines the Contract price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs and that all such Contract adjustments shall be made within one year following the end of the Contract.

FURTHER AFFIANT SAYETH NAUGHT.

C. B. Fuller

Charles B. Fuller, vice President
(Name & Title)

The foregoing instrument was acknowledged before me by Brian Fuller who has produced as identification or is personally known to me.

WITNESS my hand and official seal in the State and County last aforesaid this 29th day of January, 2019.

(SEAL)

Kristine Melanson
Signature

Kristine Melanson
Notary Name (typed or printed)

Marketing Manager
Title or Rank



ATTACHMENT "A"

BREVARD COUNTY PUBLIC WORKS
PROFESSIONAL ENGINEERING SERVICES
STANDARD HOURLY RATE SCHEDULE

POSITION	HOURLY RATE
Project Manager	\$195.00
Project Engineer (P.E.)	\$165.00
Engineer - Expert Witness *	\$195.00
Staff Engineer, P.E.	\$130.00
Engineering Intern	\$90.00
Engineering Technician	\$90.00
Surveyor (P.L.S.)	\$127.00
Three-Man Field Crew	\$165.00
Two-Man Field Crew	\$135.00
Survey Technician	\$85.00
Ecologist	\$120.00
Senior CEI Inspector	\$100.00
CEI Inspector	\$85.00
Bridge Inspector	\$90.00
Drafter	\$80.00
Clerical/Office Assistant	\$65.00

* Expert Witness rate shall apply only to actual in-court testimony.

THE ABOVE RATES INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT. THEY DO NOT INCLUDE DIRECT EXPENSES. SUB-CONTRACTORS ARE CONSIDERED DIRECT EXPENSE AND SHALL BE APPROVED/DISAPPROVED DURING THE WORK ORDER APPROVAL PROCEDURE.

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

CONFIRMATION OF E-VERIFY PARTICIPATION FORM

In accordance with BCC Policy 25 all vendors that conduct business with Brevard County are required to be registered with and utilize the U.S. Department of Homeland Security's E-Verify System in accordance with the terms governing use of the system.

1. The County shall not enter into, or renew, a contract for goods or services with a Vendor/contractor that is not enrolled into E-Verify. Any Vendor/contractor providing goods or services to the County shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the term of the contract.
2. Vendors/contractors shall provide acceptable evidence of their enrollment at the time of the submission of the vendor's/contractor's bid/quote/proposal. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business and/or a signed copy of this affidavit.
3. All vendors/contractors must meet this requirement unless:
 - a. The contract is solely for goods-based procurement where no services are provided;
or
 - b. Where the requirement is waived by the Board of County Commissioners.
4. A vendor/contractor who registers with and participates in the E-Verify program may not be barred or penalized under BCC Policy 25(3)(V) 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.
5. Vendors/contractors shall expressly require any contractor or subcontractor performing work or providing services pursuant to the County contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
6. Nothing in BCC Policy 25(3)(V) may be construed to allow intentional discrimination of any class protected by law.

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the BCC-25. This form is in conjunction with Brevard County's General Conditions, Unauthorized Alien Workers.

Metric Engineering, Inc.
Business Name

RFQ 4-18-13
Bid Number and Name

C. Bill Fuller
Authorized Representative's Signature

1/29/19
Date

Charles B. Fuller
Name

Vice President
Position

**BREVARD COUNTY
PUBLIC WORKS DEPARTMENT**

**PROFESSIONAL SERVICES CONTRACT
ENGINEERING SERVICES**

**Brevard County Public Works Department
2725 Judge Fran Jamieson Way, Bldg. A, Room A-201
Viera, Florida 32940**

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WITNESSETH:2

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PROFESSIONAL SERVICES CONTRACT

This is a Contract effective this ____ day of _____, 2019, by and between Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as COUNTY and Hanson Professional Services Inc., a business having its business address at 8075 Gate Parkway West, Suite 204, Jacksonville, Florida 32216 hereinafter referred to as CONTRACTOR.

WITNESSETH:

WHEREAS, the COUNTY desires continuing professional services for some or all aspects of engineering services such as civil, traffic and structural, and

WHEREAS, the COUNTY issued a competitive solicitation for these engineering services pursuant to RFQ 4-18-13.

For and in consideration of the mutual Contract hereinafter contained, the COUNTY hereby retains the CONTRACTOR, and the CONTRACTOR hereby covenants to provide professional services as prescribed herein.

SECTION I - GENERAL IDENTIFICATION OF SERVICES

All professional services provided by the CONTRACTOR for the COUNTY shall be identified in Work Orders and performed to current professional standards of the applicable discipline and as further set forth in Section III. Work Orders shall entail a description of services to be performed, a statement of fees, proposed schedule for compensation and a projected schedule for completion of the work to be performed by the CONTRACTOR. A Work Order shall not give rise to any contractual rights until approved by the COUNTY in the form of a written Notice to Proceed signed by the Chairman of the Board of County Commissioners or other authorized representative of the COUNTY where approved by Board action. The written Notice to Proceed and specific Work Order, as approved by the COUNTY shall constitute an addendum to this Contract.

SECTION II - 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 III - PROFESSIONAL SERVICES

Upon receipt of Notice to Proceed, the CONTRACTOR agrees to perform professional services associated with the requested work in accordance with the negotiated terms of the applicable Work Order, 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 Work Orders, and agrees to correct any errors and omissions that may be required because work was found substandard and/or not in compliances 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 Contract includes, and the CONTRACTOR shall:

- A. Maintain an adequate staff of experienced and qualified personnel licensed in the State of Florida in performing the Work.
- B. Comply with federal, state and local laws, codes and ordinances applicable to the work.
- C. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.
- D. Cooperate and coordinate with other COUNTY contractors, as directed by the COUNTY.
- E. Report the status of the work to the COUNTY upon request and hold pertinent data, calculations, field notes, records, sketches and other

projects open to the inspection of the COUNTY or its authorized agent at any time.

- F. Submit for COUNTY review design computations, sketches and other data representative of the work's progress at the percentage stages of completion which may be specified in the applicable Work Order. Submit for COUNTY approval the final work product upon incorporation of any modifications requested by the COUNTY during any previous review. Any COUNTY approval of the CONTRACTOR'S plans, design, or specifications shall not be deemed to diminish the CONTRACTOR'S warranty set forth.
- G. Confer with the COUNTY during the further development and implementation of improvements for which the CONTRACTOR has provided design or other services.
- H. Interpret plans and other documents; correct errors and omissions and prepare any necessary plan revisions not involving a change in the scope of the work required, at no additional cost.
- I. Meet project deliverable dates established in each individual Work Order.
- J. Prior to final approval of the work by the COUNTY, conduct and complete a preliminary check of any construction documents through any review committee, third party contractor or any county, city, state or federal agency from which a permit or other approval is required. Any approval obtained from the COUNTY or any other agency shall not be deemed to diminish or discharge the CONTRACTOR from the warranties provided for in this Contract.

SECTION IV - TIME OF COMPLETION

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

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 V – COMPENSATION

The COUNTY agrees to pay and the CONTRACTOR agrees to accept, for services rendered pursuant to this Contract, fees and other compensation computed in accordance with one of the methods outlined below, as specified in an approved Work Order:

- A. Hourly Rate: The CONTRACTOR shall be compensated at the attached Hourly Rate Schedule (Attachment "A") for each hour engaged directly in the work.
- B. Lump Sum Fee: The fee for any requested portion of work may, at the option of the COUNTY, be a lump sum mutually agreed upon by the COUNTY and the CONTRACTOR and stated in the written Work Order.
- C. Reimbursable Expenses: The CONTRACTOR shall be compensated for certain work related expenditures not covered by fees for engineering services, provided such expenditures are previously authorized by the COUNTY in an approved Work Order. Upon receipt of satisfactory backup materials, the CONTRACTOR will be compensated for such reimbursable expenses. Such expenses shall include, unless stated otherwise in the Work Order:
 - 1. Expenses for document reproduction or other incidental expenses on a direct cost basis.
 - 2. Expenses for travel, transportation and subsistence outside the County limits, on a direct cost basis or as allowed by law.

- D. At least sixty (60) days prior to each anniversary date of this Contract either party may request an adjustment to the rates provided for herein to apply in the forthcoming year. Failure of the parties to agree on a new rate shall constitute a basis for issuing a Notice of Termination by the COUNTY. Any proposed change in rates by the CONTRACTOR shall be subject to the prior approval of the COUNTY. In the event the CONTRACTOR requests a change in rate, either party may terminate this Contract in accordance with Section XVII should the proposed rates or fees not be mutually acceptable.

SECTION VI - PAYMENT AND PARTIAL PAYMENTS

Subject to the COUNTY'S right to withhold any amounts reasonably necessary to complete or correct substandard work or work not in compliance with the terms of this Contract, the COUNTY shall make monthly payments or partial payments to the CONTRACTOR for all authorized work performed during the previous calendar month.

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

SECTION VII - SCHEDULE OF WORK

The COUNTY shall have the sole right to determine on which units or sections of the work the CONTRACTOR shall proceed and in what order. Should a work order 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 prior to commencing the revision. CONTRACTOR waives any right to make a claim based upon a revision if such notice was not provided.

SECTION VIII - RIGHT OF DECISIONS

All services shall be performed by the CONTRACTOR in accordance with the Standard of Care as set forth in Section III and to the reasonable requirements of the COUNTY. The COUNTY Public Works staff shall decide and dispose of all claims, questions and disputes arising under this Contract. Such determination shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event the CONTRACTOR does not concur with the decisions of the COUNTY, within ten (10) days after determination by the Public Works staff, the CONTRACTOR shall present any such objections in writing to the COUNTY Public Works Department 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 and the Public Works Department for review and disposition at a hearing to be held within ten (10) days after receipt of the appeal. This paragraph does not constitute a waiver of either party's right to proceed in a court of competent jurisdiction, provided that prior to filing any suit the CONTRACTOR goes through the appeal process established in this Contract and provided further that the CONTRACTOR strictly abides by the ten-day time deadline set forth in this paragraph.

SECTION IX - OWNERSHIP OF DOCUMENTS

All reports, tracing, 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 X - REUSE OF DOCUMENTS

The CONTRACTOR may not reuse data or work products developed 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 XI – NOTICES

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

Tammy Thomas-Wood, Support Services Manager
Public Works Department
2725 Judge Fran Jamieson Way, Suite A-201
Viera, FL 32940

Any notices, reports or other communications from the COUNTY to the CONTRACTOR shall be considered delivered when posted by mail to the CONTRACTOR at the last address left on file with the COUNTY, sent by e-mail, or delivered in person to said CONTRACTOR or the CONTRACTOR'S authorized representative.

SECTION XII - 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 (5) years after 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. It will be the CONTRACTOR'S duty to identify any information in records created by the CONTRACTOR which it deems is exempt under Florida or federal law and identify the statute number which requires the information be held exempt. 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 termination of the Contract if the CONTRACTOR does not transfer the records to the public agency. In lieu of retaining all public records upon 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 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 XIII – 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 (24) 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 AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the COUNTY'S public records custodian designated below.

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 attorneys 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:

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

SECTION XIV – E-VERIFY

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

In accordance with the E-Verify provisions, the CONTRACTOR agrees to execute the Confirmation of E-Verify Participation Form prior to execution of the Contract.

SECTION XV – SUBCONTRACTING

The CONTRACTOR shall not subcontract, assign, or transfer any work under this Contract without the written approval of the COUNTY. When applicable, the CONTRACTOR shall cause the names of any subcontracted firms responsible for major portions (or separate specialty) of the work to be inserted in the pertinent documents or data.

SECTION XVI - CONTINGENT FEES

The CONTRACTOR 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 XVII - TERMINATION/MODIFICATION OF CONTRACT

- A. The COUNTY may terminate this Contract for any reason upon thirty (30) days written notice. The CONTRACTOR may terminate this Contract for any reason upon thirty (30) days written notice, provided that any outstanding approved Work Order is completed by the CONTRACTOR.
- B. 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 by approved Work Order. 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.

- C. The terms of this Contract may be modified upon the mutual agreement of the CONTRACTOR and the COUNTY as confirmed in writing.
- D. In the event that the CONTRACTOR changes his name, merges with another company, becomes a subsidiary or makes other substantial change in structure or in principals, the COUNTY reserves the right to terminate this Contract subject to the terms prescribed above.

SECTION XVIII - DURATION OF CONTRACT

This Contract shall remain in full force and effect for a period of one (1) year after its effective date, although actual completion of the services hereunder may extend beyond such term, unless this Contract is terminated by mutual consent of the parties as otherwise provided herein. The performance of specially and properly authorized projects may extend beyond the Contract's one-year effective term and shall be compensated in accordance with Section V hereof. In addition, subject to the COUNTY'S sole discretion, pursuant to Section V.D. Compensation, this Contract may be renewed by the COUNTY in one (1) year increments for up to three (3) years beyond the initial one (1) year period of the Contract by providing prior written notice to the CONTRACTOR.

SECTION XIX – 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 (10) days after notice and demand that said sums are due. The CONTRACTOR shall not be compensated on a percentage of any deficient

professional services that 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 contractor retained by the COUNTY to finish the work to the extent that the COUNTY does not incur additional costs over those set forth in the CONTRACTOR'S canceled Work Order.

SECTION XX - ATTORNEY'S FEES AND VENUE

In the event of any legal action to enforce the terms of this contract, each party shall bear its own attorney's fees and costs. Venue for any legal action brought by any party to this Contract to interpret, construe or enforce this Contract shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

SECTION XXI - 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 design 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 shall be required to procure and maintain, at their own expense and without cost to the COUNTY, the following types of insurance. The policy limits required are to be considered minimum amounts:

- General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, and Contractual Liability.
- Auto Liability Insurance policy with includes coverage for all owned, non-owned and hired vehicles with a \$1,000,000 combined single limit for each occurrence.
- Professional Liability Insurance policy in the amount of \$1,000,000 per claim and \$3,000,000 in the annual aggregate covering the risk of errors and omissions in the professional services provided under this Contract. If such policy is written on a "claims" made" (rather than "occurrence") basis, continuous coverage shall be maintained in effect from the date of commencement of services to a period of at least four (4) years beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer.
- Workers' Compensation Insurance (for statutory limits) as required by Florida Statutes, Chapter 440.

The CONTRACTOR shall provide Certificates of Insurance to the COUNTY demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this Contract. Insurance carriers providing coverage required herein must be licensed or authorized to conduct business in the State of Florida and must possess A.M. Best's Financial Strength Rating of A- Class VIII or better. The Certificates of Insurance shall indicate that the policies (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 canceled or modified without thirty (30) 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. Subcontractor's insurance shall be the responsibility of the CONTRACTOR.

SECTION XXII - 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 V of this Contract.

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

SECTION XXIII – PUBLIC ENTITY CRIMES

The CONTRACTOR shall provide a fully executed Public Entity Crimes Affidavit in accordance with F.S. 287.133 prior to execution of this Contract.

SECTION XXIV - 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 XXV - 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 XXVI - INTEREST OF COUNTY AND OTHERS

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

SECTION XXVII - 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 XXVIII - ENTIRETY OF CONTRACT

This writing, together with Work Orders and signed Notices to Proceed that may follow, embody the entire Contract and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein.

No alteration, change, or modification of the terms of this Contract shall be valid unless made in writing, signed by both parties hereto as an addendum to this Contract, or as specifically prescribed in a Work Order.

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

SECTION XXIX – 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.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA





Scott Ellis, Clerk



Kristine Isnardi, Chair

As approved by the Board on: 10-10-2017

Reviewed for legal form and content:



Assistant County Attorney

Hanson Professional Services Inc.



Jeffery L. Bowen, Senior Vice President

STATE OF FLORIDA §
COUNTY OF Duval §

I HEREBY CERTIFY that before me, an officer duly authorized to take acknowledgments, personally appeared Jeffery L. Bowen, Senior Vice President of Hanson Professional Services Inc. is personally known to me or provided N/A 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 31st day of January, 2019.

(SEAL)



Michele Y. Clark

Signature

Michele Y. Clark

Notary Name (typed or printed)

Accountant

Title or Rank

TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT

STATE OF FLORIDA §
COUNTY OF Duval §

Before me, the undersigned authority, personally appeared Affiant, Jeffery L. Bowen who being first duly sworn, deposes and says:

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

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

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

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

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

FURTHER AFFIANT SAYETH NAUGHT.

Hanson Professional Services Inc.


(Signature)
Jeffery L. Bowen, Senior Vice President
(Name & Title)

The foregoing instrument was acknowledged before me by Jeffery L. Bowen who ~~has produced~~ ~~as identification or is personally known to me.~~

WITNESS my hand and official seal in the State and County last aforesaid this 31st day of January, 2019.

(SEAL)




Signature
Michele Y. Clark
Notary Name (typed or printed)
Accountant
Title or Rank

ATTACHMENT "A"

BREVARD COUNTY PUBLIC WORKS
PROFESSIONAL ENGINEERING SERVICES
STANDARD HOURLY RATE SCHEDULE

POSITION	HOURLY RATE
Project Manager	\$195.00
Project Engineer (P.E.)	\$165.00
Engineer - Expert Witness *	\$195.00
Staff Engineer, P.E.	\$130.00
Engineering Intern	\$90.00
Engineering Technician	\$90.00
Surveyor (P.L.S.)	\$127.00
Three-Man Field Crew	\$165.00
Two-Man Field Crew	\$135.00
Survey Technician	\$85.00
Ecologist	\$120.00
Senior CEI Inspector	\$100.00
CEI Inspector	\$85.00
Bridge Inspector	\$90.00
Drafter	\$80.00
Clerical/Office Assistant	\$65.00

* Expert Witness rate shall apply only to actual in-court testimony.

THE ABOVE RATES INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT. THEY DO NOT INCLUDE DIRECT EXPENSES. SUB-CONTRACTORS ARE CONSIDERED DIRECT EXPENSE AND SHALL BE APPROVED/DISAPPROVED DURING THE WORK ORDER APPROVAL PROCEDURE.

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

CONFIRMATION OF E-VERIFY PARTICIPATION FORM

In accordance with BCC Policy 25 all vendors that conduct business with Brevard County are required to be registered with and utilize the U.S. Department of Homeland Security's E-Verify System in accordance with the terms governing use of the system.

1. The County shall not enter into, or renew, a contract for goods or services with a Vendor/contractor that is not enrolled into E-Verify. Any Vendor/contractor providing goods or services to the County shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the term of the contract.
2. Vendors/contractors shall provide acceptable evidence of their enrollment at the time of the submission of the vendor's/contractor's bid/quote/proposal. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business and/or a signed copy of this affidavit.
3. All vendors/contractors must meet this requirement unless:
 - a. The contract is solely for goods-based procurement where no services are provided;
or
 - b. Where the requirement is waived by the Board of County Commissioners.
4. A vendor/contractor who registers with and participates in the E-Verify program may not be barred or penalized under BCC Policy 25(3)(V) 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.
5. Vendors/contractors shall expressly require any contractor or subcontractor performing work or providing services pursuant to the County contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
6. Nothing in BCC Policy 25(3)(V) may be construed to allow intentional discrimination of any class protected by law.

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the BCC-25. This form is in conjunction with Brevard County's General Conditions, Unauthorized Alien Workers.

Hanson Professional Services Inc.
Business Name


Authorized Representative's Signature

Jeffery L. Bowen
Name

RFQ41813 Professional Engineering
Services for Public Works
Bid Number and Name

January 31, 2019
Date

Senior Vice President
Position

**BREVARD COUNTY
PUBLIC WORKS DEPARTMENT**

**PROFESSIONAL SERVICES CONTRACT
ENGINEERING SERVICES**

**Brevard County Public Works Department
2725 Judge Fran Jamieson Way, Bldg. A, Room A-201
Viera, Florida 32940**

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PROFESSIONAL SERVICES CONTRACT

This is a Contract effective this _____ day of _____, 2019, by and between Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as COUNTY and DRMP, Inc., a business having its principal address at 941 Lake Baldwin Lane, Orlando Florida 32814, hereinafter referred to as CONTRACTOR.

WITNESSETH:

WHEREAS, the COUNTY desires continuing professional services for some or all aspects of engineering services such as civil, traffic and structural, and

WHEREAS, the COUNTY issued a competitive solicitation for these engineering services pursuant to RFQ 4-18-13.

For and in consideration of the mutual Contract hereinafter contained, the COUNTY hereby retains the CONTRACTOR, and the CONTRACTOR hereby covenants to provide professional services as prescribed herein.

SECTION I - GENERAL IDENTIFICATION OF SERVICES

All professional services provided by the CONTRACTOR for the COUNTY shall be identified in Work Orders and performed to current professional standards of the applicable discipline and as further set forth in Section III. Work Orders shall entail a description of services to be performed, a statement of fees, proposed schedule for compensation and a projected schedule for completion of the work to be performed by the CONTRACTOR. A Work Order shall not give rise to any contractual rights until approved by the COUNTY in the form of a written Notice to Proceed signed by the Chairman of the Board of County Commissioners or other authorized representative of the COUNTY where approved by Board action. The written Notice to Proceed and specific Work Order, as approved by the COUNTY shall constitute an addendum to this Contract.

SECTION II - 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 III - PROFESSIONAL SERVICES

Upon receipt of Notice to Proceed, the CONTRACTOR agrees to perform professional services associated with the requested work in accordance with the negotiated terms of the applicable Work Order, 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 Work Orders, and agrees to correct any errors and omissions that may be required because work was found substandard and/or not in compliances 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 Contract includes, and the CONTRACTOR shall:

- A. Maintain an adequate staff of experienced and qualified personnel licensed in the State of Florida in performing the Work.
- B. Comply with federal, state and local laws, codes and ordinances applicable to the work.
- C. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.
- D. Cooperate and coordinate with other COUNTY contractors, as directed by the COUNTY.
- E. Report the status of the work to the COUNTY upon request and hold pertinent data, calculations, field notes, records, sketches and other

projects open to the inspection of the COUNTY or its authorized agent at any time.

- F. Submit for COUNTY review design computations, sketches and other data representative of the work's progress at the percentage stages of completion which may be specified in the applicable Work Order. Submit for COUNTY approval the final work product upon incorporation of any modifications requested by the COUNTY during any previous review. Any COUNTY approval of the CONTRACTOR'S plans, design, or specifications shall not be deemed to diminish the CONTRACTOR'S warranty set forth.
- G. Confer with the COUNTY during the further development and implementation of improvements for which the CONTRACTOR has provided design or other services.
- H. Interpret plans and other documents; correct errors and omissions and prepare any necessary plan revisions not involving a change in the scope of the work required, at no additional cost.
- I. Meet project deliverable dates established in each individual Work Order.
- J. Prior to final approval of the work by the COUNTY, conduct and complete a preliminary check of any construction documents through any review committee, third party contractor or any county, city, state or federal agency from which a permit or other approval is required. Any approval obtained from the COUNTY or any other agency shall not be deemed to diminish or discharge the CONTRACTOR from the warranties provided for in this Contract.

SECTION IV - TIME OF COMPLETION

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

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 V – COMPENSATION

The COUNTY agrees to pay and the CONTRACTOR agrees to accept, for services rendered pursuant to this Contract, fees and other compensation computed in accordance with one of the methods outlined below, as specified in an approved Work Order:

- A. Hourly Rate: The CONTRACTOR shall be compensated at the attached Hourly Rate Schedule (Attachment "A") for each hour engaged directly in the work.
- B. Lump Sum Fee: The fee for any requested portion of work may, at the option of the COUNTY, be a lump sum mutually agreed upon by the COUNTY and the CONTRACTOR and stated in the written Work Order.
- C. Reimbursable Expenses: The CONTRACTOR shall be compensated for certain work related expenditures not covered by fees for engineering services, provided such expenditures are previously authorized by the COUNTY in an approved Work Order. Upon receipt of satisfactory backup materials, the CONTRACTOR will be compensated for such reimbursable expenses. Such expenses shall include, unless stated otherwise in the Work Order:
 - 1. Expenses for document reproduction or other incidental expenses on a direct cost basis.
 - 2. Expenses for travel, transportation and subsistence outside the County limits, on a direct cost basis or as allowed by law.

- D. At least sixty (60) days prior to each anniversary date of this Contract either party may request an adjustment to the rates provided for herein to apply in the forthcoming year. Failure of the parties to agree on a new rate shall constitute a basis for issuing a Notice of Termination by the COUNTY. Any proposed change in rates by the CONTRACTOR shall be subject to the prior approval of the COUNTY. In the event the CONTRACTOR requests a change in rate, either party may terminate this Contract in accordance with Section XVII should the proposed rates or fees not be mutually acceptable.

SECTION VI - PAYMENT AND PARTIAL PAYMENTS

Subject to the COUNTY'S right to withhold any amounts reasonably necessary to complete or correct substandard work or work not in compliance with the terms of this Contract, the COUNTY shall make monthly payments or partial payments to the CONTRACTOR for all authorized work performed during the previous calendar month.

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

SECTION VII - SCHEDULE OF WORK

The COUNTY shall have the sole right to determine on which units or sections of the work the CONTRACTOR shall proceed and in what order. Should a work order 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 prior to commencing the revision. CONTRACTOR waives any right to make a claim based upon a revision if such notice was not provided.

SECTION VIII - RIGHT OF DECISIONS

All services shall be performed by the CONTRACTOR in accordance with the Standard of Care as set forth in Section III and to the reasonable requirements of the COUNTY. The COUNTY Public Works staff shall decide and dispose of all claims, questions and disputes arising under this Contract. Such determination shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event the CONTRACTOR does not concur with the decisions of the COUNTY, within ten (10) days after determination by the Public Works staff, the CONTRACTOR shall present any such objections in writing to the COUNTY Public Works Department 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 and the Public Works Department for review and disposition at a hearing to be held within ten (10) days after receipt of the appeal. This paragraph does not constitute a waiver of either party's right to proceed in a court of competent jurisdiction, provided that prior to filing any suit the CONTRACTOR goes through the appeal process established in this Contract and provided further that the CONTRACTOR strictly abides by the ten-day time deadline set forth in this paragraph.

SECTION IX - OWNERSHIP OF DOCUMENTS

All reports, tracing, 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 X - REUSE OF DOCUMENTS

The CONTRACTOR may not reuse data or work products developed 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 XI – NOTICES

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

Tammy Thomas-Wood, Support Services Manager
Public Works Department
2725 Judge Fran Jamieson Way, Suite A-201
Viera, FL 32940

Any notices, reports or other communications from the COUNTY to the CONTRACTOR shall be considered delivered when posted by mail to the CONTRACTOR at the last address left on file with the COUNTY, sent by e-mail, or delivered in person to said CONTRACTOR or the CONTRACTOR'S authorized representative.

SECTION XII - 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 (5) years after 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. It will be the CONTRACTOR'S duty to identify any information in records created by the CONTRACTOR which it deems is exempt under Florida or federal law and identify the statute number which requires the information be held exempt. 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 termination of the Contract if the CONTRACTOR does not transfer the records to the public agency. In lieu of retaining all public records upon 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 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 XIII – 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 (24) 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 AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the COUNTY'S public records custodian designated below.

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 attorneys 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:

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

SECTION XIV – E-VERIFY

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

In accordance with the E-Verify provisions, the CONTRACTOR agrees to execute the Confirmation of E-Verify Participation Form prior to execution of the Contract.

SECTION XV – SUBCONTRACTING

The CONTRACTOR shall not subcontract, assign, or transfer any work under this Contract without the written approval of the COUNTY. When applicable, the CONTRACTOR shall cause the names of any subcontracted firms responsible for major portions (or separate specialty) of the work to be inserted in the pertinent documents or data.

SECTION XVI - CONTINGENT FEES

The CONTRACTOR 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 XVII - TERMINATION/MODIFICATION OF CONTRACT

- A. The COUNTY may terminate this Contract for any reason upon thirty (30) days written notice. The CONTRACTOR may terminate this Contract for any reason upon thirty (30) days written notice, provided that any outstanding approved Work Order is completed by the CONTRACTOR.
- B. 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 by approved Work Order. 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.

- C. The terms of this Contract may be modified upon the mutual agreement of the CONTRACTOR and the COUNTY as confirmed in writing.
- D. In the event that the CONTRACTOR changes his name, merges with another company, becomes a subsidiary or makes other substantial change in structure or in principals, the COUNTY reserves the right to terminate this Contract subject to the terms prescribed above.

SECTION XVIII - DURATION OF CONTRACT

This Contract shall remain in full force and effect for a period of one (1) year after its effective date, although actual completion of the services hereunder may extend beyond such term, unless this Contract is terminated by mutual consent of the parties as otherwise provided herein. The performance of specially and properly authorized projects may extend beyond the Contract's one-year effective term and shall be compensated in accordance with Section V hereof. In addition, subject to the COUNTY'S sole discretion, pursuant to Section V.D. Compensation, this Contract may be renewed by the COUNTY in one (1) year increments for up to three (3) years beyond the initial one (1) year period of the Contract by providing prior written notice to the CONTRACTOR.

SECTION XIX – 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 (10) days after notice and demand that said sums are due. The CONTRACTOR shall not be compensated on a percentage of any deficient

professional services that 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 contractor retained by the COUNTY to finish the work to the extent that the COUNTY does not incur additional costs over those set forth in the CONTRACTOR'S canceled Work Order.

SECTION XX - ATTORNEY'S FEES AND VENUE

In the event of any legal action to enforce the terms of this contract, each party shall bear its own attorney's fees and costs. Venue for any legal action brought by any party to this Contract to interpret, construe or enforce this Contract shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

SECTION XXI - 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 design 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 shall be required to procure and maintain, at their own expense and without cost to the COUNTY, the following types of insurance. The policy limits required are to be considered minimum amounts:

- General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, and Contractual Liability.
- Auto Liability Insurance policy with includes coverage for all owned, non-owned and hired vehicles with a \$1,000,000 combined single limit for each occurrence.
- Professional Liability Insurance policy in the amount of \$1,000,000 per claim and \$3,000,000 in the annual aggregate covering the risk of errors and omissions in the professional services provided under this Contract. If such policy is written on a "claims" made" (rather than "occurrence") basis, continuous coverage shall be maintained in effect from the date of commencement of services to a period of at least four (4) years beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer.
- Workers' Compensation Insurance (for statutory limits) as required by Florida Statutes, Chapter 440.

The CONTRACTOR shall provide Certificates of Insurance to the COUNTY demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this Contract. Insurance carriers providing coverage required herein must be licensed or authorized to conduct business in the State of Florida and must possess A.M. Best's Financial Strength Rating of A- Class VIII or better. The Certificates of Insurance shall indicate that the policies (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 canceled or modified without thirty (30) 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. Subcontractor's insurance shall be the responsibility of the CONTRACTOR.

SECTION XXII - 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 V of this Contract.

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

SECTION XXIII – PUBLIC ENTITY CRIMES

The CONTRACTOR shall provide a fully executed Public Entity Crimes Affidavit in accordance with F.S. 287.133 prior to execution of this Contract.

SECTION XXIV - 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 XXV - 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 XXVI - INTEREST OF COUNTY AND OTHERS

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

SECTION XXVII - 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 XXVIII - ENTIRETY OF CONTRACT

This writing, together with Work Orders and signed Notices to Proceed that may follow, embody the entire Contract and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein.

No alteration, change, or modification of the terms of this Contract shall be valid unless made in writing, signed by both parties hereto as an addendum to this Contract, or as specifically prescribed in a Work Order.

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

SECTION XXIX – 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.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



Scott Ellis, Clerk



Kristine Isnardi, Chair

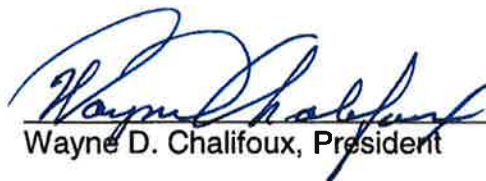
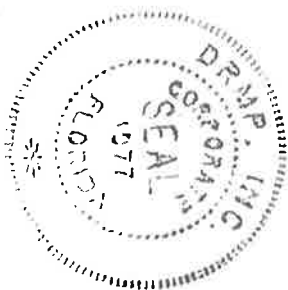
As approved by the Board on: 10-10-2017

Reviewed for legal form and content:



Assistant County Attorney

DRMP, Inc.



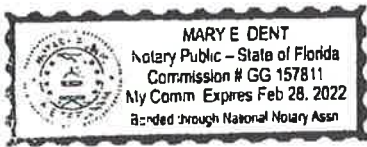
Wayne D. Chalifoux, President

STATE OF FLORIDA §
COUNTY OF Orange §

I HEREBY CERTIFY that before me, an officer duly authorized to take acknowledgments, personally appeared Wayne D. Chalifoux, President of DRMP, Inc. personally known to me 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 30 day of January, 2019.

(SEAL)



Mary E. Dent
Signature

Mary E. Dent
Notary Name (typed or printed)

Notary / Office Manager
Title or Rank

TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT

STATE OF FLORIDA §
COUNTY OF Orange§

Before me, the undersigned authority, personally appeared Affiant, Wayne D. Chelifoux who being first duly sworn, deposes and says:

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

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

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

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

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

FURTHER AFFIANT SAYETH NAUGHT.

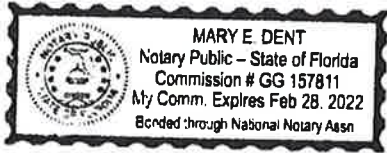
Wayne D. Chalifoux

Wayne D. Chalifoux, President CEO
(Name & Title)

The foregoing instrument was acknowledged before me by Wayne D. Chalifoux who has produced as identification or is personally known to me.

WITNESS my hand and official seal in the State and County last aforesaid this 30 day of January, 2019.

(SEAL)



Mary E. Dent
Signature

Mary E. Dent
Notary Name (typed or printed)

Office Manager / Notary
Title or Rank

ATTACHMENT "A"

BREVARD COUNTY PUBLIC WORKS
PROFESSIONAL ENGINEERING SERVICES
STANDARD HOURLY RATE SCHEDULE

POSITION	HOURLY RATE
Project Manager	\$195.00
Project Engineer (P.E.)	\$165.00
Engineer - Expert Witness *	\$195.00
Staff Engineer, P.E.	\$130.00
Engineering Intern	\$90.00
Engineering Technician	\$90.00
Surveyor (P.L.S.)	\$127.00
Three-Man Field Crew	\$165.00
Two-Man Field Crew	\$135.00
Survey Technician	\$85.00
Ecologist	\$120.00
Senior CEI Inspector	\$100.00
CEI Inspector	\$85.00
Bridge Inspector	\$90.00
Drafter	\$80.00
Clerical/Office Assistant	\$65.00

* Expert Witness rate shall apply only to actual in-court testimony.

THE ABOVE RATES INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT. THEY DO NOT INCLUDE DIRECT EXPENSES. SUB-CONTRACTORS ARE CONSIDERED DIRECT EXPENSE AND SHALL BE APPROVED/DISAPPROVED DURING THE WORK ORDER APPROVAL PROCEDURE.

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

CONFIRMATION OF E-VERIFY PARTICIPATION FORM

In accordance with BCC Policy 25 all vendors that conduct business with Brevard County are required to be registered with and utilize the U.S. Department of Homeland Security's E-Verify System in accordance with the terms governing use of the system.

1. The County shall not enter into, or renew, a contract for goods or services with a Vendor/contractor that is not enrolled into E-Verify. Any Vendor/contractor providing goods or services to the County shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the term of the contract.
2. Vendors/contractors shall provide acceptable evidence of their enrollment at the time of the submission of the vendor's/contractor's bid/quote/proposal. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business and/or a signed copy of this affidavit.
3. All vendors/contractors must meet this requirement unless:
 - a. The contract is solely for goods-based procurement where no services are provided; or
 - b. Where the requirement is waived by the Board of County Commissioners.
4. A vendor/contractor who registers with and participates in the E-Verify program may not be barred or penalized under BCC Policy 25(3)(V) 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.
5. Vendors/contractors shall expressly require any contractor or subcontractor performing work or providing services pursuant to the County contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
6. Nothing in BCC Policy 25(3)(V) may be construed to allow intentional discrimination of any class protected by law.

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the BCC-25. This form is in conjunction with Brevard County's General Conditions, Unauthorized Alien Workers.

DRMP, INC
Business Name

RFQ 41813 Professional Engineering Services
Bid Number and Name for Public Works


Authorized Representative's Signature

1/30/19'
Date

WAYNE D. CHALIFOUX
Name

CEO/PRESIDENT
Position

**BREVARD COUNTY
PUBLIC WORKS DEPARTMENT**

**PROFESSIONAL SERVICES CONTRACT
ENGINEERING SERVICES**

**Brevard County Public Works Department
2725 Judge Fran Jamieson Way, Bldg. A, Room A-201
Viera, Florida 32940**

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PROFESSIONAL SERVICES CONTRACT

This is a Contract effective this _____ day of _____, 2019, by and between Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as COUNTY and Bussen-Mayer Engineering Group, Inc., a business having its principal address at 100 Parnell Street, Suite A Merritt Island, Florida 32953, hereinafter referred to as CONTRACTOR.

WITNESSETH:

WHEREAS, the COUNTY desires continuing professional services for some or all aspects of engineering services such as civil, traffic and structural, and

WHEREAS, the COUNTY issued a competitive solicitation for these engineering services pursuant to RFQ 4-18-13.

For and in consideration of the mutual Contract hereinafter contained, the COUNTY hereby retains the CONTRACTOR, and the CONTRACTOR hereby covenants to provide professional services as prescribed herein.

SECTION I - GENERAL IDENTIFICATION OF SERVICES

All professional services provided by the CONTRACTOR for the COUNTY shall be identified in Work Orders and performed to current professional standards of the applicable discipline and as further set forth in Section III. Work Orders shall entail a description of services to be performed, a statement of fees, proposed schedule for compensation and a projected schedule for completion of the work to be performed by the CONTRACTOR. A Work Order shall not give rise to any contractual rights until approved by the COUNTY in the form of a written Notice to Proceed signed by the Chairman of the Board of County Commissioners or other authorized representative of the COUNTY where approved by Board action. The written Notice to Proceed and specific Work Order, as approved by the COUNTY shall constitute an addendum to this Contract.

SECTION II - 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 III - PROFESSIONAL SERVICES

Upon receipt of Notice to Proceed, the CONTRACTOR agrees to perform professional services associated with the requested work in accordance with the negotiated terms of the applicable Work Order, 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 Work Orders, and agrees to correct any errors and omissions that may be required because work was found substandard and/or not in compliances 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 Contract includes, and the CONTRACTOR shall:

- A. Maintain an adequate staff of experienced and qualified personnel licensed in the State of Florida in performing the Work.
- B. Comply with federal, state and local laws, codes and ordinances applicable to the work.
- C. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.
- D. Cooperate and coordinate with other COUNTY contractors, as directed by the COUNTY.
- E. Report the status of the work to the COUNTY upon request and hold pertinent data, calculations, field notes, records, sketches and other

projects open to the inspection of the COUNTY or its authorized agent at any time.

- F. Submit for COUNTY review design computations, sketches and other data representative of the work's progress at the percentage stages of completion which may be specified in the applicable Work Order. Submit for COUNTY approval the final work product upon incorporation of any modifications requested by the COUNTY during any previous review. Any COUNTY approval of the CONTRACTOR'S plans, design, or specifications shall not be deemed to diminish the CONTRACTOR'S warranty set forth.
- G. Confer with the COUNTY during the further development and implementation of improvements for which the CONTRACTOR has provided design or other services.
- H. Interpret plans and other documents; correct errors and omissions and prepare any necessary plan revisions not involving a change in the scope of the work required, at no additional cost.
- I. Meet project deliverable dates established in each individual Work Order.
- J. Prior to final approval of the work by the COUNTY, conduct and complete a preliminary check of any construction documents through any review committee, third party contractor or any county, city, state or federal agency from which a permit or other approval is required. Any approval obtained from the COUNTY or any other agency shall not be deemed to diminish or discharge the CONTRACTOR from the warranties provided for in this Contract.

SECTION IV - TIME OF COMPLETION

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

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 V – COMPENSATION

The COUNTY agrees to pay and the CONTRACTOR agrees to accept, for services rendered pursuant to this Contract, fees and other compensation computed in accordance with one of the methods outlined below, as specified in an approved Work Order:

- A. Hourly Rate: The CONTRACTOR shall be compensated at the attached Hourly Rate Schedule (Attachment "A") for each hour engaged directly in the work.
- B. Lump Sum Fee: The fee for any requested portion of work may, at the option of the COUNTY, be a lump sum mutually agreed upon by the COUNTY and the CONTRACTOR and stated in the written Work Order.
- C. Reimbursable Expenses: The CONTRACTOR shall be compensated for certain work related expenditures not covered by fees for engineering services, provided such expenditures are previously authorized by the COUNTY in an approved Work Order. Upon receipt of satisfactory backup materials, the CONTRACTOR will be compensated for such reimbursable expenses. Such expenses shall include, unless stated otherwise in the Work Order:
 - 1. Expenses for document reproduction or other incidental expenses on a direct cost basis.
 - 2. Expenses for travel, transportation and subsistence outside the County limits, on a direct cost basis or as allowed by law.

- D. At least sixty (60) days prior to each anniversary date of this Contract either party may request an adjustment to the rates provided for herein to apply in the forthcoming year. Failure of the parties to agree on a new rate shall constitute a basis for issuing a Notice of Termination by the COUNTY. Any proposed change in rates by the CONTRACTOR shall be subject to the prior approval of the COUNTY. In the event the CONTRACTOR requests a change in rate, either party may terminate this Contract in accordance with Section XVII should the proposed rates or fees not be mutually acceptable.

SECTION VI - PAYMENT AND PARTIAL PAYMENTS

Subject to the COUNTY'S right to withhold any amounts reasonably necessary to complete or correct substandard work or work not in compliance with the terms of this Contract, the COUNTY shall make monthly payments or partial payments to the CONTRACTOR for all authorized work performed during the previous calendar month.

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

SECTION VII - SCHEDULE OF WORK

The COUNTY shall have the sole right to determine on which units or sections of the work the CONTRACTOR shall proceed and in what order. Should a work order 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 prior to commencing the revision. CONTRACTOR waives any right to make a claim based upon a revision if such notice was not provided.

SECTION VIII - RIGHT OF DECISIONS

All services shall be performed by the CONTRACTOR in accordance with the Standard of Care as set forth in Section III and to the reasonable requirements of the COUNTY. The COUNTY Public Works staff shall decide and dispose of all claims, questions and disputes arising under this Contract. Such determination shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event the CONTRACTOR does not concur with the decisions of the COUNTY, within ten (10) days after determination by the Public Works staff, the CONTRACTOR shall present any such objections in writing to the COUNTY Public Works Department 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 and the Public Works Department for review and disposition at a hearing to be held within ten (10) days after receipt of the appeal. This paragraph does not constitute a waiver of either party's right to proceed in a court of competent jurisdiction, provided that prior to filing any suit the CONTRACTOR goes through the appeal process established in this Contract and provided further that the CONTRACTOR strictly abides by the ten-day time deadline set forth in this paragraph.

SECTION IX - OWNERSHIP OF DOCUMENTS

All reports, tracing, 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 X - REUSE OF DOCUMENTS

The CONTRACTOR may not reuse data or work products developed 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 XI – NOTICES

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

Tammy Thomas-Wood, Support Services Manager
Public Works Department
2725 Judge Fran Jamieson Way, Suite A-201
Viera, FL 32940

Any notices, reports or other communications from the COUNTY to the CONTRACTOR shall be considered delivered when posted by mail to the CONTRACTOR at the last address left on file with the COUNTY, sent by e-mail, or delivered in person to said CONTRACTOR or the CONTRACTOR'S authorized representative.

SECTION XII - 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 (5) years after 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. It will be the CONTRACTOR'S duty to identify any information in records created by the CONTRACTOR which it deems is exempt under Florida or federal law and identify the statute number which requires the information be held exempt. 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 termination of the Contract if the CONTRACTOR does not transfer the records to the public agency. In lieu of retaining all public records upon 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 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 XIII – 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 (24) 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 AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the COUNTY'S public records custodian designated below.

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 attorneys 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:

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

SECTION XIV – E-VERIFY

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

In accordance with the E-Verify provisions, the CONTRACTOR agrees to execute the Confirmation of E-Verify Participation Form prior to execution of the Contract.

SECTION XV – SUBCONTRACTING

The CONTRACTOR shall not subcontract, assign, or transfer any work under this Contract without the written approval of the COUNTY. When applicable, the CONTRACTOR shall cause the names of any subcontracted firms responsible for major portions (or separate specialty) of the work to be inserted in the pertinent documents or data.

SECTION XVI - CONTINGENT FEES

The CONTRACTOR 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 XVII - TERMINATION/MODIFICATION OF CONTRACT

- A. The COUNTY may terminate this Contract for any reason upon thirty (30) days written notice. The CONTRACTOR may terminate this Contract for any reason upon thirty (30) days written notice, provided that any outstanding approved Work Order is completed by the CONTRACTOR.
- B. 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 by approved Work Order. Such payment shall be determined on the basis of the hours of work

performed by the CONTRACTOR, or the percentage of 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.

- C. The terms of this Contract may be modified upon the mutual agreement of the CONTRACTOR and the COUNTY as confirmed in writing.
- D. In the event that the CONTRACTOR changes his name, merges with another company, becomes a subsidiary or makes other substantial change in structure or in principals, the COUNTY reserves the right to terminate this Contract subject to the terms prescribed above.

SECTION XVIII - DURATION OF CONTRACT

This Contract shall remain in full force and effect for a period of one (1) year after its effective date, although actual completion of the services hereunder may extend beyond such term, unless this Contract is terminated by mutual consent of the parties as otherwise provided herein. The performance of specially and properly authorized projects may extend beyond the Contract's one-year effective term and shall be compensated in accordance with Section V hereof. In addition, subject to the COUNTY'S sole discretion, pursuant to Section V.D. Compensation, this Contract may be renewed by the COUNTY in one (1) year increments for up to three (3) years beyond the initial one (1) year period of the Contract by providing prior written notice to the CONTRACTOR.

SECTION XIX – 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 (10) days after notice and demand that said sums are due. The CONTRACTOR shall not be compensated on a percentage of any deficient

professional services that 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 contractor retained by the COUNTY to finish the work to the extent that the COUNTY does not incur additional costs over those set forth in the CONTRACTOR'S canceled Work Order.

SECTION XX - ATTORNEY'S FEES AND VENUE

In the event of any legal action to enforce the terms of this contract, each party shall bear its own attorney's fees and costs. Venue for any legal action brought by any party to this Contract to interpret, construe or enforce this Contract shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

SECTION XXI - 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 design 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 shall be required to procure and maintain, at their own expense and without cost to the COUNTY, the following types of insurance. The policy limits required are to be considered minimum amounts:

- General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, and Contractual Liability.
- Auto Liability Insurance policy with includes coverage for all owned, non-owned and hired vehicles with a \$1,000,000 combined single limit for each occurrence.
- Professional Liability Insurance policy in the amount of \$1,000,000 per claim and \$3,000,000 in the annual aggregate covering the risk of errors and omissions in the professional services provided under this Contract. If such policy is written on a "claims" made" (rather than "occurrence") basis, continuous coverage shall be maintained in effect from the date of commencement of services to a period of at least four (4) years beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer.
- Workers' Compensation Insurance (for statutory limits) as required by Florida Statutes, Chapter 440.

The CONTRACTOR shall provide Certificates of Insurance to the COUNTY demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this Contract. Insurance carriers providing coverage required herein must be licensed or authorized to conduct business in the State of Florida and must possess A.M. Best's Financial Strength Rating of A- Class VIII or better. The Certificates of Insurance shall indicate that the policies (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 canceled or modified without thirty (30) 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. Subcontractor's insurance shall be the responsibility of the CONTRACTOR.

SECTION XXII - 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 V of this Contract.

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

SECTION XXIII – PUBLIC ENTITY CRIMES

The CONTRACTOR shall provide a fully executed Public Entity Crimes Affidavit in accordance with F.S. 287.133 prior to execution of this Contract.

SECTION XXIV - 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 XXV - 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 XXVI - INTEREST OF COUNTY AND OTHERS

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

SECTION XXVII - 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 XXVIII - ENTIRETY OF CONTRACT

This writing, together with Work Orders and signed Notices to Proceed that may follow, embody the entire Contract and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein.

No alteration, change, or modification of the terms of this Contract shall be valid unless made in writing, signed by both parties hereto as an addendum to this Contract, or as specifically prescribed in a Work Order.

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

SECTION XXIX – 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.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA**





Scott Ellis, Clerk



Kristine Isnardi, Chair

As approved by the Board on: 10-10-2017

Reviewed for legal form and content:



Assistant County Attorney

Bussen-Mayer Engineering Group, Inc.



Joseph W. Mayer, President

STATE OF FLORIDA §
COUNTY OF Brevard §

I HEREBY CERTIFY that before me, an officer duly authorized to take acknowledgments, personally appeared Joseph W. Mayer, President of Bussen-Mayer Engineering Group, Inc. personally known to me 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.

28th day of January, 2019. WITNESS my hand and official seal in the State and County last aforesaid this

(SEAL)



ANGELA R. O'BRIEN
MY COMMISSION # FF 939661
EXPIRES: March 25, 2020
Bonded Thru Budget Notary Services

Angela O'Brien

Signature

Angela O'Brien

Notary Name (typed or printed)

Office Manager

Title or Rank

TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT

STATE OF FLORIDA §
COUNTY OF §

Before me, the undersigned authority, personally appeared Affiant, Joseph W. Mayer who being first duly sworn, deposes and says:

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

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

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

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

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

FURTHER AFFIANT SAYETH NAUGHT.

Joseph W. Mayer

Joseph W. Mayer, P.E., President
(Name & Title)

The foregoing instrument was acknowledged before me by Joseph W. Mayer who has produced as identification or is personally known to me.

WITNESS my hand and official seal in the State and County last aforesaid this 28th day of January, 2019.

(SEAL)



ANGELA R. O'BRIEN
MY COMMISSION # FF 939551
EXPIRES: March 25, 2020
Bonded Thru Budget Notary Services

Angela O'Brien
Signature

Angela O'Brien
Notary Name (typed or printed)

Office Manager
Title or Rank

ATTACHMENT "A"

BREVARD COUNTY PUBLIC WORKS
PROFESSIONAL ENGINEERING SERVICES
STANDARD HOURLY RATE SCHEDULE

POSITION	HOURLY RATE
Project Manager	\$195.00
Project Engineer (P.E.)	\$165.00
Engineer - Expert Witness *	\$195.00
Staff Engineer, P.E.	\$130.00
Engineering Intern	\$90.00
Engineering Technician	\$90.00
Surveyor (P.L.S.)	\$127.00
Three-Man Field Crew	\$165.00
Two-Man Field Crew	\$135.00
Survey Technician	\$85.00
Ecologist	\$120.00
Senior CEI Inspector	\$100.00
CEI Inspector	\$85.00
Bridge Inspector	\$90.00
Drafter	\$80.00
Clerical/Office Assistant	\$65.00

* Expert Witness rate shall apply only to actual in-court testimony.

THE ABOVE RATES INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT. THEY DO NOT INCLUDE DIRECT EXPENSES. SUB-CONTRACTORS ARE CONSIDERED DIRECT EXPENSE AND SHALL BE APPROVED/DISAPPROVED DURING THE WORK ORDER APPROVAL PROCEDURE.

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

CONFIRMATION OF E-VERIFY PARTICIPATION FORM

In accordance with BCC Policy 25 all vendors that conduct business with Brevard County are required to be registered with and utilize the U.S. Department of Homeland Security's E-Verify System in accordance with the terms governing use of the system.

1. The County shall not enter into, or renew, a contract for goods or services with a Vendor/contractor that is not enrolled into E-Verify. Any Vendor/contractor providing goods or services to the County shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the term of the contract.
2. Vendors/contractors shall provide acceptable evidence of their enrollment at the time of the submission of the vendor's/contractor's bid/quote/proposal. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business and/or a signed copy of this affidavit.
3. All vendors/contractors must meet this requirement unless:
 - a. The contract is solely for goods-based procurement where no services are provided; or
 - b. Where the requirement is waived by the Board of County Commissioners.
4. A vendor/contractor who registers with and participates in the E-Verify program may not be barred or penalized under BCC Policy 25(3)(V) 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.
5. Vendors/contractors shall expressly require any contractor or subcontractor performing work or providing services pursuant to the County contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
6. Nothing in BCC Policy 25(3)(V) may be construed to allow intentional discrimination of any class protected by law.

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the BCC-25. This form is in conjunction with Brevard County's General Conditions, Unauthorized Alien Workers.

Bussen-Mayer Engineering Group, Inc.
Business Name

RFQ41813 Professional Engineering
Services for Public Works
Bid Number and Name


Authorized Representative's Signature

1-28-19
Date

Joseph W. Mayer, P.E.
Name

President
Position

**BREVARD COUNTY
PUBLIC WORKS DEPARTMENT**

**PROFESSIONAL SERVICES CONTRACT
ENGINEERING SERVICES**

**Brevard County Public Works Department
2725 Judge Fran Jamieson Way, Bldg. A, Room A-201
Viera, Florida 32940**

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PROFESSIONAL SERVICES CONTRACT

This is a Contract effective this ____ day of _____, 2019, by and between Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as COUNTY and Atkins North America, Inc., a business having its principal address at 4030 West Boy Scout Boulevard, Suite 700, Tampa, Florida 33607 hereinafter referred to as CONTRACTOR.

WITNESSETH:

WHEREAS, the COUNTY desires continuing professional services for some or all aspects of engineering services such as civil, traffic and structural, and

WHEREAS, the COUNTY issued a competitive solicitation for these engineering services pursuant to RFQ 4-18-13.

For and in consideration of the mutual Contract hereinafter contained, the COUNTY hereby retains the CONTRACTOR, and the CONTRACTOR hereby covenants to provide professional services as prescribed herein.

SECTION I - GENERAL IDENTIFICATION OF SERVICES

All professional services provided by the CONTRACTOR for the COUNTY shall be identified in Work Orders and performed to current professional standards of the applicable discipline and as further set forth in Section III. Work Orders shall entail a description of services to be performed, a statement of fees, proposed schedule for compensation and a projected schedule for completion of the work to be performed by the CONTRACTOR. A Work Order shall not give rise to any contractual rights until approved by the COUNTY in the form of a written Notice to Proceed signed by the Chairman of the Board of County Commissioners or other authorized representative of the COUNTY where approved by Board action. The written Notice to Proceed and specific Work Order, as approved by the COUNTY shall constitute an addendum to this Contract.

SECTION II - 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 III - PROFESSIONAL SERVICES

Upon receipt of Notice to Proceed, the CONTRACTOR agrees to perform professional services associated with the requested work in accordance with the negotiated terms of the applicable Work Order, 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 Work Orders, and agrees to correct any errors and omissions that may be required because work was found substandard and/or not in compliances 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 Contract includes, and the CONTRACTOR shall:

- A. Maintain an adequate staff of experienced and qualified personnel licensed in the State of Florida in performing the Work.
- B. Comply with federal, state and local laws, codes and ordinances applicable to the work.
- C. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.
- D. Cooperate and coordinate with other COUNTY contractors, as directed by the COUNTY.
- E. Report the status of the work to the COUNTY upon request and hold pertinent data, calculations, field notes, records, sketches and other

projects open to the inspection of the COUNTY or its authorized agent at any time.

- F. Submit for COUNTY review design computations, sketches and other data representative of the work's progress at the percentage stages of completion which may be specified in the applicable Work Order. Submit for COUNTY approval the final work product upon incorporation of any modifications requested by the COUNTY during any previous review. Any COUNTY approval of the CONTRACTOR'S plans, design, or specifications shall not be deemed to diminish the CONTRACTOR'S warranty set forth.
- G. Confer with the COUNTY during the further development and implementation of improvements for which the CONTRACTOR has provided design or other services.
- H. Interpret plans and other documents; correct errors and omissions and prepare any necessary plan revisions not involving a change in the scope of the work required, at no additional cost.
- I. Meet project deliverable dates established in each individual Work Order.
- J. Prior to final approval of the work by the COUNTY, conduct and complete a preliminary check of any construction documents through any review committee, third party contractor or any county, city, state or federal agency from which a permit or other approval is required. Any approval obtained from the COUNTY or any other agency shall not be deemed to diminish or discharge the CONTRACTOR from the warranties provided for in this Contract.

SECTION IV - TIME OF COMPLETION

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

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 V – COMPENSATION

The COUNTY agrees to pay and the CONTRACTOR agrees to accept, for services rendered pursuant to this Contract, fees and other compensation computed in accordance with one of the methods outlined below, as specified in an approved Work Order:

- A. Hourly Rate: The CONTRACTOR shall be compensated at the attached Hourly Rate Schedule (Attachment "A") for each hour engaged directly in the work.
- B. Lump Sum Fee: The fee for any requested portion of work may, at the option of the COUNTY, be a lump sum mutually agreed upon by the COUNTY and the CONTRACTOR and stated in the written Work Order.
- C. Reimbursable Expenses: The CONTRACTOR shall be compensated for certain work related expenditures not covered by fees for engineering services, provided such expenditures are previously authorized by the COUNTY in an approved Work Order. Upon receipt of satisfactory backup materials, the CONTRACTOR will be compensated for such reimbursable expenses. Such expenses shall include, unless stated otherwise in the Work Order:
 - 1. Expenses for document reproduction or other incidental expenses on a direct cost basis.
 - 2. Expenses for travel, transportation and subsistence outside the County limits, on a direct cost basis or as allowed by law.

- D. At least sixty (60) days prior to each anniversary date of this Contract either party may request an adjustment to the rates provided for herein to apply in the forthcoming year. Failure of the parties to agree on a new rate shall constitute a basis for issuing a Notice of Termination by the COUNTY. Any proposed change in rates by the CONTRACTOR shall be subject to the prior approval of the COUNTY. In the event the CONTRACTOR requests a change in rate, either party may terminate this Contract in accordance with Section XVII should the proposed rates or fees not be mutually acceptable.

SECTION VI - PAYMENT AND PARTIAL PAYMENTS

Subject to the COUNTY'S right to withhold any amounts reasonably necessary to complete or correct substandard work or work not in compliance with the terms of this Contract, the COUNTY shall make monthly payments or partial payments to the CONTRACTOR for all authorized work performed during the previous calendar month.

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

SECTION VII - SCHEDULE OF WORK

The COUNTY shall have the sole right to determine on which units or sections of the work the CONTRACTOR shall proceed and in what order. Should a work order 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 prior to commencing the revision. CONTRACTOR waives any right to make a claim based upon a revision if such notice was not provided.

SECTION VIII - RIGHT OF DECISIONS

All services shall be performed by the CONTRACTOR in accordance with the Standard of Care as set forth in Section III and to the reasonable requirements of the COUNTY. The COUNTY Public Works staff shall decide and dispose of all claims, questions and disputes arising under this Contract. Such determination shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event the CONTRACTOR does not concur with the decisions of the COUNTY, within ten (10) days after determination by the Public Works staff, the CONTRACTOR shall present any such objections in writing to the COUNTY Public Works Department 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 and the Public Works Department for review and disposition at a hearing to be held within ten (10) days after receipt of the appeal. This paragraph does not constitute a waiver of either party's right to proceed in a court of competent jurisdiction, provided that prior to filing any suit the CONTRACTOR goes through the appeal process established in this Contract and provided further that the CONTRACTOR strictly abides by the ten-day time deadline set forth in this paragraph.

SECTION IX - OWNERSHIP OF DOCUMENTS

All reports, tracing, 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 X - REUSE OF DOCUMENTS

The CONTRACTOR may not reuse data or work products developed 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 XI – NOTICES

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

Tammy Thomas-Wood, Support Services Manager
Public Works Department
2725 Judge Fran Jamieson Way, Suite A-201
Viera, FL 32940

Any notices, reports or other communications from the COUNTY to the CONTRACTOR shall be considered delivered when posted by mail to the CONTRACTOR at the last address left on file with the COUNTY, sent by e-mail, or delivered in person to said CONTRACTOR or the CONTRACTOR'S authorized representative.

SECTION XII - 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 (5) years after 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. It will be the CONTRACTOR'S duty to identify any information in records created by the CONTRACTOR which it deems is exempt under Florida or federal law and identify the statute number which requires the information be held exempt. 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 termination of the Contract if the CONTRACTOR does not transfer the records to the public agency. In lieu of retaining all public records upon 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 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 XIII – 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 (24) 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 AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the COUNTY'S public records custodian designated below.

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 attorneys 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:

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

SECTION XIV – E-VERIFY

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

In accordance with the E-Verify provisions, the CONTRACTOR agrees to execute the Confirmation of E-Verify Participation Form prior to execution of the Contract.

SECTION XV – SUBCONTRACTING

The CONTRACTOR shall not subcontract, assign, or transfer any work under this Contract without the written approval of the COUNTY. When applicable, the CONTRACTOR shall cause the names of any subcontracted firms responsible for major portions (or separate specialty) of the work to be inserted in the pertinent documents or data.

SECTION XVI - CONTINGENT FEES

The CONTRACTOR 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 XVII - TERMINATION/MODIFICATION OF CONTRACT

- A. The COUNTY may terminate this Contract for any reason upon thirty (30) days written notice. The CONTRACTOR may terminate this Contract for any reason upon thirty (30) days written notice, provided that any outstanding approved Work Order is completed by the CONTRACTOR.
- B. 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 by approved Work Order. 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.

- C. The terms of this Contract may be modified upon the mutual agreement of the CONTRACTOR and the COUNTY as confirmed in writing.
- D. In the event that the CONTRACTOR changes his name, merges with another company, becomes a subsidiary or makes other substantial change in structure or in principals, the COUNTY reserves the right to terminate this Contract subject to the terms prescribed above.

SECTION XVIII - DURATION OF CONTRACT

This Contract shall remain in full force and effect for a period of one (1) year after its effective date, although actual completion of the services hereunder may extend beyond such term, unless this Contract is terminated by mutual consent of the parties as otherwise provided herein. The performance of specially and properly authorized projects may extend beyond the Contract's one-year effective term and shall be compensated in accordance with Section V hereof. In addition, subject to the COUNTY'S sole discretion, pursuant to Section V.D. Compensation, this Contract may be renewed by the COUNTY in one (1) year increments for up to three (3) years beyond the initial one (1) year period of the Contract by providing prior written notice to the CONTRACTOR.

SECTION XIX – 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 (10) days after notice and demand that said sums are due. The CONTRACTOR shall not be compensated on a percentage of any deficient

professional services that 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 contractor retained by the COUNTY to finish the work to the extent that the COUNTY does not incur additional costs over those set forth in the CONTRACTOR'S canceled Work Order.

SECTION XX - ATTORNEY'S FEES AND VENUE

In the event of any legal action to enforce the terms of this contract, each party shall bear its own attorney's fees and costs. Venue for any legal action brought by any party to this Contract to interpret, construe or enforce this Contract shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

SECTION XXI - 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 design 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 shall be required to procure and maintain, at their own expense and without cost to the COUNTY, the following types of insurance. The policy limits required are to be considered minimum amounts:

- General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, and Contractual Liability.
- Auto Liability Insurance policy with includes coverage for all owned, non-owned and hired vehicles with a \$1,000,000 combined single limit for each occurrence.
- Professional Liability Insurance policy in the amount of \$1,000,000 per claim and \$3,000,000 in the annual aggregate covering the risk of errors and omissions in the professional services provided under this Contract. If such policy is written on a "claims" made" (rather than "occurrence") basis, continuous coverage shall be maintained in effect from the date of commencement of services to a period of at least four (4) years beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer.
- Workers' Compensation Insurance (for statutory limits) as required by Florida Statutes, Chapter 440.

The CONTRACTOR shall provide Certificates of Insurance to the COUNTY demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this Contract. Insurance carriers providing coverage required herein must be licensed or authorized to conduct business in the State of Florida and must possess A.M. Best's Financial Strength Rating of A- Class VIII or better. The Certificates of Insurance shall indicate that the policies (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 canceled or modified without thirty (30) 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. Subcontractor's insurance shall be the responsibility of the CONTRACTOR.

SECTION XXII - 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 V of this Contract.

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

SECTION XXIII – PUBLIC ENTITY CRIMES

The CONTRACTOR shall provide a fully executed Public Entity Crimes Affidavit in accordance with F.S. 287.133 prior to execution of this Contract.

SECTION XXIV - 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 XXV - 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 XXVI - INTEREST OF COUNTY AND OTHERS

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

SECTION XXVII - 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 XXVIII - ENTIRETY OF CONTRACT

This writing, together with Work Orders and signed Notices to Proceed that may follow, embody the entire Contract and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein.

No alteration, change, or modification of the terms of this Contract shall be valid unless made in writing, signed by both parties hereto as an addendum to this Contract, or as specifically prescribed in a Work Order.

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

SECTION XXIX – 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.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA**



A blue ink signature of Scott Ellis, consisting of stylized initials 'SE' followed by a long horizontal stroke.

Scott Ellis, Clerk



A blue ink signature of Kristine Isnardi, consisting of a cursive 'K' followed by 'Isnardi' and a long horizontal stroke.

Kristine Isnardi, Chair

As approved by the Board on: 10-10-2017

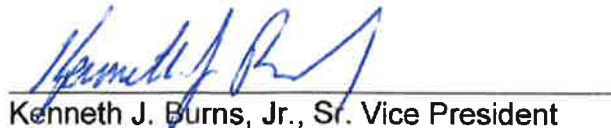
Reviewed for legal form and content:



A blue ink signature of the Assistant County Attorney, consisting of stylized initials and a long horizontal stroke.

Assistant County Attorney

ATKINS NORTH AMERICA, INC.



A blue ink signature of Kenneth J. Burns, Jr., consisting of a cursive 'KJB' followed by a long horizontal stroke.

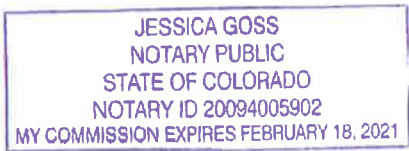
Kenneth J. Burns, Jr., Sr. Vice President

STATE OF COLORADO §
COUNTY OF Denver §

I HEREBY CERTIFY that before me, an officer duly authorized to take acknowledgments, personally appeared Kenneth J. Burns, Jr., Sr. Vice President of Atkins North America, Inc. personally known to me or provided drivers license 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 5th day of February, 2019.

(SEAL)



Jessica Goss
Signature

Jessica Goss
Notary Name (typed or printed)

Executive Operations Coordinator
Title or Rank

TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT

STATE OF COLORADO §
COUNTY OF Denver §

Before me, the undersigned authority, personally appeared Affiant, Kenneth J. Bums, Jr. who being first duly sworn, deposes and says:

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

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

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

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

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

FURTHER AFFIANT SAYETH NAUGHT.

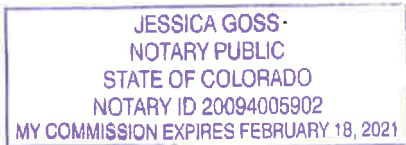
[Handwritten Signature]

Kenneth J. Burns, Jr. SR Vice President
(Name & Title)

The foregoing instrument was acknowledged before me by *Kenneth J. Burns Jr* who has produced as identification or is personally known to me.

WITNESS my hand and official seal in the State and County last aforesaid this *5th* day of *February*, 2019.

(SEAL)



Jessica Goss
Signature

Jessica Goss
Notary Name (typed or printed)

Executive Operations Coordinator
Title or Rank

ATTACHMENT "A"

BREVARD COUNTY PUBLIC WORKS
PROFESSIONAL ENGINEERING SERVICES
STANDARD HOURLY RATE SCHEDULE

POSITION	HOURLY RATE
Project Manager	\$195.00
Project Engineer (P.E.)	\$165.00
Engineer - Expert Witness *	\$195.00
Staff Engineer, P.E.	\$130.00
Engineering Intern	\$90.00
Engineering Technician	\$90.00
Surveyor (P.L.S.)	\$127.00
Three-Man Field Crew	\$165.00
Two-Man Field Crew	\$135.00
Survey Technician	\$85.00
Ecologist	\$120.00
Senior CEI Inspector	\$100.00
CEI Inspector	\$85.00
Bridge Inspector	\$90.00
Drafter	\$80.00
Clerical/Office Assistant	\$65.00

* Expert Witness rate shall apply only to actual in-court testimony.

THE ABOVE RATES INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT. THEY DO NOT INCLUDE DIRECT EXPENSES. SUB-CONTRACTORS ARE CONSIDERED DIRECT EXPENSE AND SHALL BE APPROVED/DISAPPROVED DURING THE WORK ORDER APPROVAL PROCEDURE.

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

CONFIRMATION OF E-VERIFY PARTICIPATION FORM

In accordance with BCC Policy 25 all vendors that conduct business with Brevard County are required to be registered with and utilize the U.S. Department of Homeland Security's E-Verify System in accordance with the terms governing use of the system.

1. The County shall not enter into, or renew, a contract for goods or services with a Vendor/contractor that is not enrolled into E-Verify. Any Vendor/contractor providing goods or services to the County shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the term of the contract.
2. Vendors/contractors shall provide acceptable evidence of their enrollment at the time of the submission of the vendor's/contractor's bid/quote/proposal. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business and/or a signed copy of this affidavit.
3. All vendors/contractors must meet this requirement unless:
 - a. The contract is solely for goods-based procurement where no services are provided; or
 - b. Where the requirement is waived by the Board of County Commissioners.
4. A vendor/contractor who registers with and participates in the E-Verify program may not be barred or penalized under BCC Policy 25(3)(V) 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.
5. Vendors/contractors shall expressly require any contractor or subcontractor performing work or providing services pursuant to the County contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
6. Nothing in BCC Policy 25(3)(V) may be construed to allow intentional discrimination of any class protected by law.

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the BCC-25. This form is in conjunction with Brevard County's General Conditions, Unauthorized Alien Workers.

Atkins North America, Inc.
Business Name

RFQ 41813 Professional Engineering Services for
Public Works
Bid Number and Name


Authorized Representative's Signature

2/5/19
Date

Kenneth J. Burns, Jr.
Name

Sr. Vice President
Position

EXTENSION OF EXISTING AGREEMENT

THIS AGREEMENT made and entered into this 22 day of May, 2018 by and between RC TECH, INC., hereinafter referred to as "Contractor," and the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida.

WITNESSETH:

WHEREAS, the parties hereto have previously entered into Agreement on June 21, 2016 and;

WHEREAS, the original term of this Agreement was for one (1) year with provision for four (4) renewals of one (1) year each;

WHEREAS, this is the second renewal of the Agreement:

WHEREAS, the parties hereto desire to extend the term of said Agreement for an additional period of time and;

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

1. That the previous Agreement between the parties under the Agreement is hereby extended in its term until June 21, 2019, under the same terms and conditions otherwise expressed therein.
2. That all terms and conditions of the previous Agreement, which is incorporated herein by this reference, not inconsistent with the provisions of this Agreement, shall remain in full force and effect.
3. Section 15 of the Agreement is hereby amended to include the following additional language:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE COUNTY ATTORNEY'S OFFICE OR BREVARD COUNTY BY TELEPHONE AT (321) 633-2090, OR BY MAIL AT 2725 JUDGE FRAN JAMIESON WAY, BLDG. C, SUITE 308, VIERA, FL 32940.

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

ATTEST:

By 
Scott Ellis, Clerk

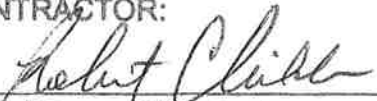
BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

By 
Rita Pritchett, Chair

Reviewed for legal form and content:

By  3/12/18
Assistant County Attorney

CONTRACTOR:

By 
Robert Childers, President/CEO
RC Tech, Inc.

ANNUAL BID/QUOTE/PROPOSAL LIST
 FY 2017/2018
 Over \$100,000 Annually

COMMODITY/SERVICE	CONTRACT YEAR & RENEWAL OPTION	ESTIMATED ANNUAL EXPENDITURES (>\$100K)
Aggregate (57 Stone & Pea Gravel)	1yr & 1 renewal	\$500,000.00
Agricultural & Aquatic Chemicals	1 yr	\$305,000.00
Asphaltic Concrete	1 yr & 2 (1yr) renewals	\$2,000,000.00
Bond Counsel for the County of Brevard, FL	3 yr & 2 (1yr) renewal	\$100,000.00
Brevard County Government 2016 Health Plan	5 yrs.	Dependent on Plan Participants.
Bunker Gear for Brevard County Fire Rescue	5 yr & 5 (1yr) renewals	\$400,000.00
Cab & Chassis Trucks and Other Fleet Equipment	1 yr	\$1,000,000.00
Computer Equipment, Peripherals & Services	2 yr & 3(1 yr) renewals	\$500,000.00
Concrete Pipe	1 yr & 1 renewal	\$480,000.00
Concrete Sidewalk, Curb, and Gutter Construction	1 yr & 1 renewal	\$900,000.00
Continuing Consultant Professional Engineering Services, A&E, Roofing Services – Approved CIP Projects That Exceed Continuing Consultant Dollar Threshold for Housing & Human Svcs; Utility Svcs; Facilities Dept; Public Works; Solid Waste; MIRA; Natural	Up to 5 yrs	Varies per CIP projects and tasks.
Continuing Roofing Contracting Services	Up to 5 yrs	
Contracted Seasonal Recreation Worker Services for P&R	3 yr & 2 (1yr) renewal	\$1,300,000.00
Copy Machine Rental	5 yr w/ 1 renewal	\$400,000.00
County Dental Insurance	3 yr & 1 (1yr) renewal	Dependent on Plan Participants.
County Group Vision Plan	3 yr & 2 (1 yr) renewals	
Deceased Removal & Transport	1 yr & 5 (1 yr) renewal	\$140,000.00
Disaster Debris Removal & Recovery Management Services	5 yr contract - no renewals	Dependent on need(s).
Disaster Debris Removal Services	5 yr contract - no renewals	
Drawbridge Maintenance & Repair	1yr & 3 (1yr) renewals	\$100,000.00
Electrical Contractor Services - Hourly	1 yr & 1 renewal	\$200,000.00
Electronics Waste Recycling Services	3 yr & 2 (1 yr) renewals	\$175,000.00
Emergency Generator Repair & Maintenance	1 yr & 2 (1yr) renewal	\$100,000.00
EMS Billing Services	2 yr & 3 (1yr) renewal	\$675,000.00
Fencing (Brevard County Cooperative Bid)	3 yr & 1 2yr renewal	\$155,000.00
Fertilizers	1 yr	\$125,000.00
Floor Cleaning - Countywide	1 yr & 3 (1yr) renewals	\$160,000.00
Gasoline, Diesel, Fuel Oils (Brevard County Cooperative Bid)	3 yr & 1 (2 yr) renewal	\$3,500,000.00
Grassing Services (Brevard County Cooperative Bid)	1yr & 1 renewal	\$250,000.00
HVAC & Ice Machine Service	1yr & 1 renewal	\$450,000.00
HVAC for Maintenance	5 yr & 2 (1yr) renewals	\$1,500,000.00
Inlets, Manholes, & Grates	1 yr & 1(1 yr) renewal	\$375,000.00
Janitorial Services - Countywide	1 yr & 3 (1yr) renewals	\$400,000.00
Janitorial Supplies	1 yr & 1 renewal	\$175,000.00
Laboratory Testing & Related Professional Services	1 yr & 4 (1 yr) renewals	\$200,000.00
Landfill Stormwater Collection & Gas System Repairs & Installation	2 yr & 2 (1yr) renewals	\$100,000.00
Landscape Design & Detailing Maintenance Svcs (Complete) - Facilities	1 yr & 2 (1 yr) renewals	\$150,000.00
Lawn Maintenance - Parks & Rec	1 yr & 1 renewal	\$249,000.00
Lawn Maintenance (Full Detail): Merritt Island - District 2	1 yr & 1 renewal	\$185,000.00
Lawn Services - Full (Public Works): Mow, Irrigation, Pesticide	1 yr & 1 renewal	\$150,000.00
Lime Rock for Solid Waste & Public Works	1yr & 1 renewal	\$400,000.00

ANNUAL BID/QUOTE/PROPOSAL LIST
 FY 2017/2018
 Over \$100,000 Annually

Marketing Services for SCAT	3 yr & 1 (2 yr) renewal	\$400,000.00
Medical Supplies (EMS) - (Brevard County Cooperative Bid)	1yr & 1 renewal	\$910,000.00
Mix-In-Place Soil Cement	1 yr & 1 renewal	\$400,000.00
Mulching & Disposal Services for Yard Trash & Vegetative Waste (On Site)	1 yr 1 renewal	\$1,250,000.00
Mulching & Yard Trash/Vegetative Disposal Services - Off Site	1 yr & 1 renewal	\$1,500,000.00
Office Supplies	1 yr & 1 (1 yr) renewal	\$175,000.00
Petroleum Products - Lube Oil	1yr & 1 renewal	\$125,000.00
Physical Examinations - Fire Rescue	2 yr & 2 (1 yr) renewals	\$250,000.00
Pipe, Cured-In-Place Pipe (CIPP)	3 yr & 1 (1 yr) renewal	\$3,000,000.00
Plans Examiner Services	1 yr & 1 (1 yr) renewal	\$300,000.00
Plumbing Services	1 yr & 1 renewal	\$100,000.00
Plumbing Supplies Catalog Discount	3 yr & 1 (2-yr) renewal	\$100,000.00
Polymer, Sludge Dewatering	1 yr & 2 (1 yr) renewal	\$150,000.00
Postal & Courier Services - Libraries	1 yr & 4 1 yr renewals	\$200,000.00
Pumpout Services for Cleaning Baffle Box & Sediment Collection Devices Countywide	1 yr & 2 (1yr) renewals	\$180,000.00
Removal & Disposal of Dewatered Biosolids	1 yr & 2(1 yr) renewals	\$230,000.00
Removal & Final Disposal of Mulch and Wood Waste	3 yr & 2 1 yr	\$350,000.00
Retention Pond Mowing (Countywide): Natural Resources & Public Works	1 yr & 1 renewal	\$160,000.00
Road Construction Materials	1yr & 1 renewal	\$275,000.00
Road Striping - Paint & Reflective Pavement Marking	1 yr & 2 (1 yr) renewals	\$450,000.00
Road Striping Thermoplastic & Reflective Pavement Marking	1 yr & 2 (1yr) renewal	\$1,700,000.00
SAP Support Services	1 yr & 2 (1 yr) renewals	\$150,000.00
SCAT Vehicle Fleet Maintenance & Repair Mgmt Svc.	3 yr & 1 (2yr) renewal	\$3,760,000.00
Security Services - Brevard Government Complexes	1 yr & 4 (1 yr) renewals	\$200,000.00
Security Services (Unarmed) - Multidepartmental	1yr & 1 renewal	\$450,000.00
Select Common Fill - Sarno Road Landfill	1 yr & 1 renewal	\$373,500.00
Select Common Fill for Landfills (CDF only)	1 yr & 1 renewal	\$1,060,000.00
Septic Tank, Grease Trap, Lift Station & Sewage Hauling Services	1yr & 3 (1yr) renewals	\$150,000.00
Sodium Hypochlorite Supply Services	1 yr & 3 (1 yr) renewals	\$250,000.00
Soil Cement Pug Mill Mix	1yr & 1 renewal	\$180,000.00
Street Sweeping and Inlet Basket Cleaning	1 yr & 5 (1 yr)renewals	\$150,000.00
Structured Cabling System - Small Projects/Limited Drop	2 yr & 3 (1 yr) renewals	\$100,000.00
Submersible Pump and Motor Repair Services	2 yr & 1 (2-yr) renewal	\$160,000.00
TDC - Website Development & Maintenance Services	2 yr & 1 yr renewal	\$200,000.00
Temporary Employment Services	1yr & 1 renewal	\$250,000.00
Tire Shredding & Disposal Services	1 yr & 1 renewal	\$450,000.00
Traffic Sign Materials	1yr & 1 renewal	\$100,000.00
Traffic Signal Const, Rehab, Maintenance & Emergency Repairs	3 yr & 2 1-yr renewals	\$250,000.00
Travel Media Relations (for TDO)	1 yr & 1 (2 yr) & 1 (1 yr)	\$200,000.00
Tree Trimming and Removal Services	1 yr & 1 renewal	\$150,000.00
Trucking Services	1yr & 1 renewal	\$110,000.00
Trucks & Vans, Utility Vehicles	1 yr	\$1,000,000.00

ANNUAL BID/QUOTE/PROPOSAL LIST
FY 2017/2018
Over \$100,000 Annually

Uniform Apparel: Fire Rescue	1 yr & 1 renewal	\$100,000.00
Vehicles, Cars, Vans, SUVs, and Light Trucks	4 yr & 1 (1 yr) renewal	\$1,000,000.00
Water & Wastewater Treatment Chemicals—Sodium Hypochlorite (Brevard County Cooperative Bid)	1 yr & 2(1 yr) renewals	\$100,000.00
Welding/Medical Gases & Supplies	1yr & 1 renewal	\$100,000.00

AGREEMENT TO EXTEND EXISTING CONTRACT

THIS AGREEMENT made and entered into this 25 day of May, 2017 by and between **RC TECH, INC**, hereinafter referred to as "Contractor," and the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida.

WITNESSETH:

WHEREAS, the parties hereto have previously entered into Agreement on June 21, 2016 and;

WHEREAS, the parties hereto desire to extend the term of said Agreement for an additional period of time and;

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

1. That the previous Agreement between the parties under the Agreement is hereby extended in its term until June 21, 2018, under the same terms and conditions otherwise expressed therein.
2. That all terms and conditions of the previous Agreement, which is incorporated herein by this reference, not inconsistent with the provisions of this Agreement, shall remain in full force and effect.

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

ATTEST:

By [Signature]
Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA

By [Signature]
Curt Smith, Chair
Approved by Board 5/25/17

Reviewed for legal form and content:

By [Signature]
(Assistant) County Attorney

CONTRACTOR:

By [Signature]

STATE OF FLORIDA
COUNTY OF BREVARD

This is to certify that the foregoing is a true and correct copy of the Agreement witness my hand and official seal this 5 day of May 2017

SCOTT ELLIS, Clerk of Circuit Court

BY [Signature] D.C.

**CONTRACT FOR COURIER SERVICES FOR
BREVARD COUNTY LIBRARY SERVICES**

THIS CONTRACT is made between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "County"), and RC TECH, INC, a corporation having its primary business location at 6725 Anecia Avenue, Cocoa, Florida 32927 (hereinafter the "Contractor").

WHEREAS, the County is desirous of obtaining a Contractor to provide courier and U.S. mail services for the Library Services Department; and,

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

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

1. **DOCUMENTS:** The following documents are attached to this Contract and made part of this Contract by this reference:
 - a. **Attachment A:** Brevard County's "Invitation to Bid."
 - b. **Attachment B:** RC Tech's May 11, 2016 "Invitation to Bid" response with completed price sheet.

2. **SCOPE OF WORK:** The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus and transportation to perform all work specified in the Scope of Service set out in pages 11-13 of "Attachment A" for the locations identified as the various Courier Stops in pages 22-23 of "Attachment A."

To prevent misunderstanding and any litigation, the Library's Department Director shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of performance, the interpretation of the provisions of the Contract, and the acceptable fulfillment of the Contract requirements on the part of the Contractor. The Department Director will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the Contractor and the County.

3. **TERM:** The term of the Contract shall begin June 21, 2016 and continue through June 21, 2017. The County shall have the option to renew this Contract, for up to four (4) additional one (1) year periods, under the same terms and conditions, by giving ninety (90) days notice to the Contractor, of intent to renew this Contract. The renewals must be consecutive.

4. **PAYMENTS:** Contractor shall provide the County with monthly invoices for services rendered in compliance with the Price Sheet found in "Attachment B." The County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.

5. **COURIER STOPS; ADDITIONS/DELETIONS:** At the discretion of the County, courier stops may be added or deleted.

Terms of Contract

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

7. **MODIFICATIONS TO CONTRACT:** This Contract, together with any exhibits, task assignments and schedules constitute the entire Contract between the County and the Contractor and supersedes all prior written or oral understandings.

The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this Contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced on a prorated basis. If work has already been accomplished on the portion of the Contract to be increased, decreased, or deleted, the Contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the County and the Contractor upon completion of such portion.

8. **INSURANCE:** The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Contract and shall require any subcontractor to provide and maintain the required coverage:

- a. **General Liability Insurance:** General Liability Insurance issued by responsible insurance companies and in a form acceptable to the County, protecting and insuring against all the foregoing with combined single limits of not less than One Million dollars (\$1,000,000) for Bodily Injury, Property Damage, Personal Injury, Advertising Injury and Products and Completed Operations.
- b. **Auto Liability Insurance:** Automobile Liability coverage for any auto, owned, hired or borrowed shall be in the minimum amount of One Million Dollars (\$1,000,000) combined single limit for Bodily Injury and Property Damage.
- c. **Workers' Compensation and Employers Liability Insurance:** Providing coverage for all employees of the Contractor and subcontractors, with limits of insurance consistent with those required by state statute, including Employers Liability limits of \$100,000.
- d. **Professional Liability Insurance:** In the event that the Contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy with limits of not less than One Million dollars (\$1,000,000)

- e. **Employee Dishonesty Insurance:** Coverage listing Brevard County as an additional insured to protect and insure against losses of valuable papers, money, and securities carried by employees of the Contractor, with limit not less than \$1,000,000.00
 - f. **Insurance Certificates:** The Contractor shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. Said General Liability Policy shall provide that the County be an additional insured. The County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.
 - g. **Specialty Insurance:** In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Crime coverage, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject Contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the Contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractor's industry.
9. **ATTORNEY'S FEES/NONJURY TRIAL:** In the event of any legal action to enforce the terms of this Contract, each party shall bear its own attorney's fees and costs. Any trial to enforce or interpret the terms of this Contract shall be non-jury.
10. **GOVERNING LAW/VENUE:** This Contract shall be governed, interpreted and construed according to the ordinances of Brevard County and of the laws of the State of Florida. Any action brought to enforce the terms or litigate the terms of this Contract shall be brought in the venue of Brevard County, Florida. Any Federal action may only be initiated in the Middle District Court, Orlando Division.
11. **COMPLIANCE WITH STATUTES:** It shall be the Contractor's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, county, state, and federal agencies as applicable.

The Contractor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Contractor shall be required to provide proof of license and/or certification within two (2) business days executing the Contract and submit copies of license/certifications to the Contract Administrator.

12. **ASSIGNMENTS:** Contractor shall not assign any portion of this Contract without the written consent of the County.
13. **TERMINATION FOR CONVENIENCE:** The County reserves the right, in its best interests as determined by the County, to cancel this Contract by giving written notice, by regular mail,

to the Contract thirty (30) days prior to the effective date of such cancellation. In the event of termination for convenience, the County shall pay for work performed up to the effective date of cancellation.

14. **INDEPENDENT CONTRACTOR:** The Contractor shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Contractor or any of its agents or employees to be the agent, employee or representative of the County.
15. **RIGHT TO AUDIT RECORDS/PUBLIC RECORDS:** In the performance of this Contract, the Contractor shall keep books, records, and accounts of all activities, related to the Contract, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by the Contractor for a period of three (3) years after termination of the Contract. All records or documents created by the Contractor or provided to the Contractor by the County in connection with the activities or services provided by the Contractor under the terms of this Contract, are public records and the Contractor agrees to comply with any request for such public records or documents made in accordance with section 119.07 Florida Statutes. Failure to comply with a public records request is a basis for the County to terminate this Contract.

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

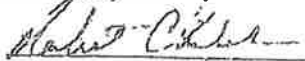
Should any person or entity make a public request of the County which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential, it shall be the Contractor's obligation to provide the County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

16. **NO COPYRIGHT:** No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Contract shall be subject to copyright by Contractor in the United States or any other country.

17. **PUBLIC ENTITY CRIMES:** The Contractor must provide a fully executed Public Entity Crimes Affidavit in accordance with F.S.287.133(3)(a) within ten (10) days of the date of this Contract and prior to commencing any work under this Contract.
18. **FEDERAL TAX ID NUMBER:** The Contractor shall provide to the County their Federal Tax ID Number or if the Contractor is a sole proprietor a Social Security Number.
19. **COMPLIANCE WITH LAWS:** The Contractor warrants that it will comply with all local, State and federal laws and regulations applicable to the performance of duties under this Contract.
20. **EMPLOYMENT:** The Contractor shall not engage the services of any person or persons now employed by the County, including any department, agency, board or commission thereof, to provide services relating to this Contract without written consent from the County.
21. **UNAUTHORIZED ALIEN WORKERS:** Brevard County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a contractor's intentional employment of unauthorized aliens as grounds for immediate termination of this Contract.
22. **CONSTRUCTION OF CONTRACT:** The parties hereby acknowledge that they have fully reviewed this Contract, its attachments and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.
23. **NOTICE:** Notice under this Contract shall be given to the Brevard County Library Services Department, 308 Forrest Avenue, Cocoa, Florida 32922. Notice shall be given to the Contractor by mailing written notice.

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

RC TECH, INC.



Robert F. Childers, Jr., President
(Print Name/Title)

8-29-16
Date

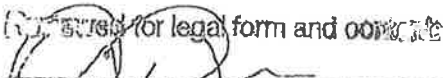
Board of County Commissioners
of Brevard County, Florida


Jim Barfield, Chairman

9-7-16
Date

ATTEST:

Scott Ellis, Clerk


(Assistant) County Attorney

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

Approval Form

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: RC Tech	
2. Fund/Account #:	3. Department Name: Library Services
4. Contract Description: Postal and Courier Services	
5. Contract Monitor: Patricia Mister	7. Contract Type:
6. Dept/Office Director: Jeff Thompson	TERM CONTRACT

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

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

SECTION III - REVIEW AND APPROVAL TO EXECUTE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Jeff Thompson</i>	02/28/2018
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>	3-12-2018
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>	3/12/18

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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

FIRST AMENDMENT TO AGREEMENT

THIS AGREEMENT made and entered into this 12th day of December 2018 by and between Casket Gallery dba B&B Enterprises, hereinafter referred to as "Contractor," and the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida.

WITNESSETH:

WHEREAS, the parties hereto have previously entered into Agreement on January 11, 2018 and;

WHEREAS, the original term of this Agreement was for one (1) year with provision for five (5) renewals of one (1) year each;

WHEREAS, the Board of County Commissioners of Brevard County, Florida, approved Resolution 2018-132 on September 18, 2018 requiring that all contracts for services include specific language that vendors shall use the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility for all new employees hired during the contract term;

WHEREAS, the parties hereto desire to extend the term of said Agreement for an additional period of time and;

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

1. That the previous Agreement between the parties is hereby amended as follows:
 - A. That the following language shall be added to Section 22 (UNAUTHORIZED ALIEN WORKERS)

That Casket Gallery dba B&B Enterprises,

- i. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Casket Gallery dba B&B Enterprises during the term of the contract; and
- ii. Shall expressly require any contractor and subcontractors performing work or performing services pursuant to the county contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

B. Section 1(b) (TERM) shall be amended as follows:

The term of the Agreement shall begin 1/11/2019 for a period of one (1) year with the option to renew the Agreement up to four (4) times at one (1) year intervals. The County shall provide written notice of its intent to exercise an annual renewal term within sixty (60) days prior to the expiration date. The County shall have the option to negotiate the terms of the Agreement upon providing notification of renewal.

2. That the previous Agreement is hereby extended in its term until January 10, 2020.
3. That all other terms and conditions of the previous Agreement, which is incorporated herein by this reference, not inconsistent with the provisions of this Agreement, shall remain in full force and effect.

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

ATTEST:

By



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

By



Kristine Isnardi, Chair

Reviewed for legal form and content:

By



Assistant County Attorney

CONTRACTOR:

By



ANNUAL BID/QUOTE/PROPOSAL LIST
 FY 2017/2018
 Over \$100,000 Annually

COMMODITY/SERVICE	CONTRACT YEAR & RENEWAL OPTION	ESTIMATED ANNUAL EXPENDITURES (>\$100K)
Aggregate (57 Stone & Pea Gravel)	1yr & 1 renewal	\$500,000.00
Agricultural & Aquatic Chemicals	1 yr	\$305,000.00
Asphaltic Concrete	1 yr & 2 (1yr) renewals	\$2,000,000.00
Bond Counsel for the County of Brevard, FL	3 yr & 2 (1yr) renewal	\$100,000.00
Brevard County Government 2016 Health Plan	5 yrs	Dependent on Plan Participants
Bunker Gear for Brevard County Fire Rescue	5 yr & 5 (1yr) renewals	\$400,000.00
Cab & Chassis Trucks and Other Fleet Equipment	1 yr	\$1,000,000.00
Computer Equipment, Peripherals & Services	2 yr & 3(1 yr) renewals	\$500,000.00
Concrete Pipe	1 yr & 1 renewal	\$480,000.00
Concrete Sidewalk, Curb, and Gutter Construction	1 yr & 1 renewal	\$900,000.00
Continuing Consultant Professional Engineering Services, A&E, Roofing Services – Approved CIP Projects That Exceed Continuing Consultant Dollar Threshold for Housing & Human Svcs; Utility Svcs; Facilities Dept; Public Works; Solid Waste; MIRA; Natural	Up to 5 yrs	Varies per CIP projects and taskings.
Continuing Roofing Contracting Services	Up to 5 yrs	
Contracted Seasonal Recreation Worker Services for P&R	3 yr & 2 (1yr) renewal	\$1,300,000.00
Copy Machine Rental	5 yr w/ 1 renewal	\$400,000.00
County Dental Insurance	3 yr & 1 (1yr) renewal	Dependent on Plan Participants
County Group Vision Plan	3 yr & 2 (1 yr) renewals	
Deceased Removal & Transport	1 yr & 5 (1 yr) renewal	\$140,000.00
Disaster Debris Removal & Recovery Management Services	5 yr contract - no renewals	Dependent on need(s).
Disaster Debris Removal Services	5 yr contract - no renewals	
Drawbridge Maintenance & Repair	1yr & 3 (1yr) renewals	\$100,000.00
Electrical Contractor Services - Hourly	1 yr & 1 renewal	\$200,000.00
Electronics Waste Recycling Services	3 yr & 2 (1 yr) renewals	\$175,000.00
Emergency Generator Repair & Maintenance	1 yr & 2 (1yr) renewal	\$100,000.00
EMS Billing Services	2 yr & 3 (1yr) renewal	\$675,000.00
Fencing (Brevard County Cooperative Bid)	3 yr & 1 2yr renewal	\$155,000.00
Fertilizers	1 yr	\$125,000.00
Floor Cleaning - Countywide	1 yr & 3 (1yr) renewals	\$150,000.00
Gasoline, Diesel, Fuel Oils (Brevard County Cooperative Bid)	3 yr & 1 (2 yr) renewal	\$3,500,000.00
Grassing Services (Brevard County Cooperative Bid)	1yr & 1 renewal	\$250,000.00
HVAC & Ice Machine Service	1yr & 1 renewal	\$450,000.00
HVAC for Maintenance	5 yr & 2 (1yr) renewals	\$1,500,000.00
Inlets, Manholes, & Grates	1 yr & 1(1 yr) renewal	\$375,000.00
Janitorial Services - Countywide	1 yr & 3 (1yr) renewals	\$400,000.00
Janitorial Supplies	1 yr & 1 renewal	\$175,000.00
Laboratory Testing & Related Professional Services	1 yr & 4 (1 yr) renewals	\$200,000.00
Landfill Stormwater Collection & Gas System Repairs & Installation	2 yr & 2 (1yr) renewals	\$100,000.00
Landscape Design & Detailing Maintenance Svcs (Complete) - Facilities	1 yr & 2 (1 yr) renewals	\$150,000.00
Lawn Maintenance - Parks & Rec	1 yr & 1 renewal	\$249,000.00
Lawn Maintenance (Full Detail): Merritt Island - District 2	1 yr & 1 renewal	\$185,000.00
Lawn Services - Full (Public Works): Mow, Irrigation, Pesticide	1 yr & 1 renewal	\$150,000.00
Lime Rock for Solid Waste & Public Works	1yr & 1 renewal	\$400,000.00

ANNUAL BID/QUOTE/PROPOSAL LIST
FY 2017/2018
Over \$100,000 Annually

Marketing Services for SCAT	3 yr & 1 (2 yr) renewal	\$400,000.00
Medical Supplies (EMS) - (Brevard County Cooperative Bid)	1yr & 1 renewal	\$910,000.00
Mix-In-Place Soil Cement	1 yr & 1 renewal	\$400,000.00
Mulching & Disposal Services for Yard Trash & Vegetative Waste (On Site)	1 yr 1 renewal	\$1,250,000.00
Mulching & Yard Trash/Vegetative Disposal Services - Off Site	1 yr & 1 renewal	\$1,500,000.00
Office Supplies	1 yr & 1 (1 yr) renewal	\$175,000.00
Petroleum Products - Lube Oil	1yr & 1 renewal	\$125,000.00
Physical Examinations - Fire Rescue	2 yr & 2 (1 yr) renewals	\$250,000.00
Pipe, Cured-in-Place Pipe (CIPP)	3 yr & 1 (1 yr) renewal	\$3,000,000.00
Plans Examiner Services	1 yr & 1 (1 yr) renewal	\$300,000.00
Plumbing Services	1 yr & 1 renewal	\$100,000.00
Plumbing Supplies Catalog Discount	3 yr & 1 (2-yr) renewal	\$100,000.00
Polymer, Sludge Dewatering	1 yr & 2 (1 yr) renewal	\$150,000.00
Postal & Courier Services - Libraries	1 yr & 4 1 yr renewals	\$200,000.00
Pumpout Services for Cleaning Baffle Box & Sediment Collection Devices Countywide	1 yr & 2 (1yr) renewals	\$180,000.00
Removal & Disposal of Dewatered Biosolids	1 yr & 2(1 yr) renewals	\$230,000.00
Removal & Final Disposal of Mulch and Wood Waste	3 yr & 2 1 yr	\$350,000.00
Retention Pond Mowing (Countywide): Natural Resources & Public Works	1 yr & 1 renewal	\$160,000.00
Road Construction Materials	1yr & 1 renewal	\$275,000.00
Road Striping - Paint & Reflective Pavement Marking	1 yr & 2 (1 yr) renewals	\$450,000.00
Road Striping Thermoplastic & Reflective Pavement Marking	1 yr & 2 (1yr) renewal	\$1,700,000.00
SAP Support Services	1 yr & 2 (1 yr) renewals	\$150,000.00
SCAT Vehicle Fleet Maintenance & Repair Mgmt Svc.	3 yr & 1 (2yr) renewal	\$3,760,000.00
Security Services - Brevard Government Complexes	1 yr & 4 (1 yr) renewals	\$200,000.00
Security Services (Unarmed) - Multidepartmental	1yr & 1 renewal	\$450,000.00
Select Common Fill - Sarno Road Landfill	1 yr & 1 renewal	\$373,500.00
Select Common Fill for Landfills (CDF only)	1 yr & 1 renewal	\$1,080,000.00
Septic Tank, Grease Trap, Lift Station & Sewage Hauling Services	1yr & 3 (1yr) renewals	\$150,000.00
Sodium Hypochlorite Supply Services	1 yr & 3 (1 yr) renewals	\$250,000.00
Soil Cement Pug Mill Mix	1yr & 1 renewal	\$180,000.00
Street Sweeping and Inlet Basket Cleaning	1 yr & 5 (1 yr)renewals	\$150,000.00
Structured Cabling System - Small Projects/Limited Drop	2 yr & 3 (1 yr) renewals	\$100,000.00
Submersible Pump and Motor Repair Services	2 yr & 1 (2-yr) renewal	\$160,000.00
TDC - Website Development & Maintenance Services	2 yr & 1 yr renewal	\$200,000.00
Temporary Employment Services	1yr & 1 renewal	\$250,000.00
Tire Shredding & Disposal Services	1 yr & 1 renewal	\$450,000.00
Traffic Sign Materials	1yr & 1 renewal	\$100,000.00
Traffic Signal Const, Rehab, Maintenance & Emergency Repairs	3 yr & 2 1-yr renewals	\$250,000.00
Travel Media Relations (for TDO)	1 yr & 1 (2 yr) & 1 (1 yr)	\$200,000.00
Tree Trimming and Removal Services	1 yr & 1 renewal	\$150,000.00
Trucking Services	1yr & 1 renewal	\$110,000.00
Trucks & Vans, Utility Vehicles	1 yr	\$1,000,000.00

ANNUAL BID/QUOTE/PROPOSAL LIST
FY 2017/2018
Over \$100,000 Annually

Uniform Apparel: Fire Rescue	1 yr & 1 renewal	\$100,000.00
Vehicles, Cars, Vans, SUVs, and Light Trucks	4 yr & 1 (1 yr) renewal	\$1,000,000.00
Water & Wastewater Treatment Chemicals—Sodium Hypochlorite (Brevard County Cooperative Bid)	1 yr & 2(1 yr) renewals	\$100,000.00
Welding/Medical Gases & Supplies	1yr & 1 renewal	\$100,000.00



**BOARD OF COUNTY COMMISSIONERS
PUBLIC SAFETY ADMINISTRATION**

1040 South Florida Avenue Rockledge, Florida 32955-2498

T: (321) 637-5390
F: (321) 633-2057



Inter-Office Memo

TO: Kristine Isnardi, Chair

THROUGH: Frank Abbate, County Manager 

THROUGH: Steven Darling, Purchasing Services & Contracts Manager 

FROM: Craig Engelson, Medical Examiner's Office Manager

DATE: January 18, 2019

On October 10, 2017, in regular session, The Board of County Commissioners granted permission for Purchasing Services to perform a list of commodities and services, including Deceased Removal & Transport; and also authorized the Chair to execute contracts and contract renewals over \$100,000.00 in annual value. On September 18, 2018, The Board approved Resolution 2018-132, requiring that all contracts for services include specific language that vendors shall use the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility for all new employees hired during the contract term. The attached amendment to the first renewal adds the E-Verify language to the agreement and extends the term accordingly.

Attached find the memo from the clerk, agenda, Confirmation of E-Verify Participation Form, and two (2) agreements for your signature.

If you should have any questions or concerns, please contact our office at (321) 633-1981.

Thank you,

CE/bkr

Attachments: 5

cc: Matthew Wallace, Brevard County Public Safety Director

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

CONFIRMATION OF E-VERIFY PARTICIPATION FORM

In accordance with BCC Policy 25 all vendors that conduct business with Brevard County are required to be registered with and utilize the U.S. Department of Homeland Security's E-Verify System in accordance with the terms governing use of the system.

1. The County shall not enter into, or renew, a contract for goods or services with a Vendor/contractor that is not enrolled into E-Verify. Any Vendor/contractor providing goods or services to the County shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the term of the contract.
2. Vendors/contractors shall provide acceptable evidence of their enrollment at the time of the submission of the vendor's/contractor's bid/quote/proposal. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business and/or a signed copy of this affidavit.
3. All vendors/contractors must meet this requirement unless:
 - a. The contract is solely for goods-based procurement where no services are provided;
or
 - b. Where the requirement is waived by the Board of County Commissioners.
4. A vendor/contractor who registers with and participates in the E-Verify program may not be barred or penalized under BCC Policy 25(3)(V) 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.
5. Vendors/contractors shall expressly require any contractor or subcontractor performing work or providing services pursuant to the County contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
6. Nothing in BCC Policy 25(3) (V) may be construed to allow intentional discrimination of any class protected by law.

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the BCC-25. This form is in conjunction with Brevard County's General Conditions, Unauthorized Alien Workers.

Casket Gallery dba B&B Enterprises
Business Name

B2-18-06/Deceased Removal and Transport
Bid Number and Name

Robert L. Thomas
Authorized Representative's Signature

12/19/2018
Date

Robert L. Thomas
Name

PREJ
Position



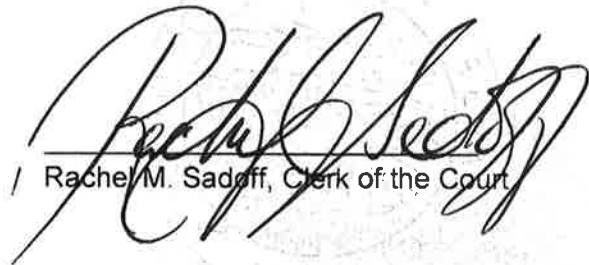
Parks and Recreation Department



**Contracted Workers and
Background Investigation Check
Services Agreement
Written Notification of Renewal**

Notice is hereby given to **AUE Staffing, Inc.** (hereinafter referred to as "Contractor") by the Board of County Commissioners of Brevard County, Florida (hereinafter referred to as "County") that the Contract previously entered into by and between the Contractor and the County under Contract Number 4083 dated October 1, 2018 shall be renewed, pursuant to the notification provisions set forth therein, for an additional period of one years, until September 30, 2022, under the same terms and conditions otherwise expressed therein.

Attest:



/ Rachel M. Sadoff, Clerk of the Court

**Board of County Commissioners
of Brevard County, Florida**

By: 
Rita Pritchett, Chair

As Approved by the Board on 10/17/2017

Reviewed for legal form and content:


Robin Rogers
Assistant County Attorney

AUE Staffing, Inc.:

By:  08/17/2021
Melody Martin, President Date



Brevard County Parks and Recreation Department
**CONTRACTED WORKERS AND
BACKGROUND INVESTIGATION CHECK
SERVICES AGREEMENT**



THIS AGREEMENT by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the “County”), and **AUE Staffing, Inc.**, a business having its primary business location at 777 E. Altamonte Drive, Altamonte Springs, FL 32701, (hereinafter the “Contractor”).

WITNESSETH:

WHEREAS, the County is desirous of obtaining contracted worker services, and

WHEREAS, the County desires to engage the Contractor to perform certain services pertinent to such work in accordance with this Agreement, such work being described in Exhibit A and Exhibit B, and

WHEREAS, the Contractor desires to provide such services in accordance with this Agreement, and has represented to Brevard County that it has the competency and experience to perform such services in accordance with the terms and conditions as set forth herein; and

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

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

1. **Scope of Work.** The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus and transportation to perform all work or services specified in Exhibits A and B, attached hereto and made a part hereof by this reference and hereinafter referred to as (“work” or “services”). Contractor shall comply with all terms and conditions specified in the Exhibits attached hereto.
2. **Term.** The term of the Agreement shall be three years effective October 1, 2018 and continue through September 30, 2021. The County shall have the option to renew this agreement for two (2) additional terms of 12 months each based on mutual agreement by both parties, upon request to the Contractor received sixty (60) days prior to termination of the current term. This Agreement may be renewed, under the same terms and conditions described within, by the County Manager or designee if delegated this authority.
3. **Assignments.** Contractor shall not assign any portion of this Agreement without the prior written permission of the County.
4. **Attorneys Fees.** In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorneys’ fees and costs.
5. **Background Screening.** The Contractor agrees to provide background screening and investigation as required herein.

6. **Construction of Agreement.** The parties hereby acknowledge that they have fully reviewed this Agreement and its Exhibits and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.
7. **Employment.** The Contractor shall not engage the services of any person or persons now employed by the County, including any department, agency, board or commission thereof, to provide services relating to this contract without written consent from the County.
8. **Entire Agreement.** This Agreement shall constitute the entire agreement between the Parties with respect to the matters addressed herein and supersedes any prior agreements or understandings. Any prior understanding or representation of any kind, relating to the matters addressed herein, preceding the date of this Agreement shall not be binding upon either party and is expressly terminated by the execution of this Agreement.
9. **Federal Tax ID Number.** The Contractor shall provide to the County their Federal Tax ID Number or, if the Contractor is a sole proprietor, a Social Security Number.
10. **Florida Public Records Law.** Pursuant to Section 119.0701 Florida Statute, a request to inspect or copy public records relating to this Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request and the Contractor must provide the records to the County or allow the records to be inspected or copied within twenty-four (24) hours (not including weekends and legal holidays) of the request so 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 AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

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 Florida Statutes. The Contractor's failure to comply with public records requests is considered a material breach of this Agreement 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 Florida Statute.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS at (321) 633-2046.

11. **Governing Law.** This agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

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

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

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

a. **General Liability Insurance:** General Liability Insurance issued by responsible insurance companies and in a form acceptable to the County, with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage per occurrence.

b. **Automobile Liability Insurance:** Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) combined single limits for Bodily Injury and Property Damage per accident.

c. **Workers' Compensation Coverage:** Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided.

d. **Sexual Abuse and Molestation** coverage in the amount of One Million dollars (\$1,000,000).

d. **Insurance Certificates:** The Contractor shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. Said Liability Policies shall provide that the County be an additional insured. The County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida

15. **Modifications to Agreement.** This Agreement and any Exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

16. **Notice.** Notice under this agreement shall be given by certified mail or hand delivery as follows: Parks and Recreation Department Director, Brevard County Parks and Recreation, 2725 Judge Fran Jamieson Way, Suite B-203, Viera, FL 32940 and Notice shall be given to the Contractor by certified mail or hand delivery as follows: AUE Staffing, Inc., Charles Hall, President, 777 E Altamonte Drive, Altamonte Springs, FL 32701.

17. **Payment.** County and Contractor agree to perform in accordance with the following terms and conditions:

a. In exchange for the Contractor's provision of the scope of services referenced herein, County shall pay Contractor in accordance with bill rates provided for herein.

b. The County shall assign tasks to the Contractor in writing utilizing staffing request forms for contracted worker requests and the Contractor's website for background investigation checks for contractors and volunteers. The task(s) to be completed shall be described in detail and the time frame in which it needs to be accomplished will be stated in the staffing request form and/or the website request. No minimum quantity of work is guaranteed during the term of this Agreement, and only those tasks assigned pursuant to a work order may be compensated.

c. The Contractor may request payment from the County by the submission of a properly executed original invoice. Invoices shall reflect the number of hours expended and the amount due and owing for services rendered with appropriate supporting documentation.

d. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with Florida Prompt Payment Act §§218.70, et seq., Florida Statutes, as amended.

e. In the event a portion of any invoice is disputed, the undisputed portion shall be paid by the County.

f. The parties acknowledge and agree that the workers contracted for herein will be compensated based on total hours worked, including overtime, in a given work week. The County further agrees that the total weekly compensation divided by the total numbers of hours worked per week will not fall below federal minimum wage or any other rate required by state law. Should this happen, the worker will be compensated to assure the per hour minimum (or the required state law minimum wage) and the County will be billed accordingly. Bill rates are valid through September 30, 2019 and may be increased, upon mutual agreement between the parties, effective at the time of contract renewal. The Parks and Recreation Director shall be authorized to negotiate said new rate not to exceed the percentage increase in the annual Consumer Price Index (CPI-U) based on the previous calendar year. The County reserves the right to deduct from any contractor invoice an amount for defective or nonconforming work or for work not provided but invoiced.

g. The County acknowledges and agrees that non-exempt workers contracted for herein will be compensated at the rate of one-half plus the hourly rate for all hours worked in excess of 40 in any one week.

h. The Contractor shall invoice the County for services provided in accordance with this Agreement. The County's handwritten or electronic signature on the Contractor's time sheets certifies that the performed

services shown are correct and that the work was performed to the County's satisfaction and further authorizes the Contractor to bill the County for the services performed by the named worker. Each invoice shall be identified by job location or program for only those contracted workers that worked at that location or program. The invoice must contain an invoice number, invoice date, timeframe the invoice covers, contracted worker's name, hours worked, hourly billing rate and the total billed per employee.

18. Miscellaneous Provisions. The awarded Contractor may also be asked to provide staffing for additional positions not included in Exhibit A for other Parks and Recreation services or other departments as determined necessary by the Department Director or designee.

a. Contractor will be responsible for screening, testing, evaluations, recruitment and disciplinary actions involving any worker contracted for under this Agreement. Contractor will also be responsible for any and all costs involved in screening, testing, evaluations, recruitment and disciplinary actions.

b. The Contractor shall assume responsibility for paying, withholding, and transmitting payroll taxes; making unemployment contributions; and handling unemployment and workers' compensation claims involving workers contracted under this Agreement with respect to compensation that Contractor has agreed to pay.

c. The Contractor shall offer to all eligible workers contracted for services for the County, health care coverage that meets the minimum requirements of the Patient Protection and Affordable Care Act and implementing regulations (collectively the "ACA"), including the market reform provisions, the minimum value requirements and the affordability requirements of the ACA.

d. The Contractor shall certify I-9 forms and verify eligibility to work through the E-verify program for all employees assigned to the County. Further, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor during the term of the Agreement.

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

e. The parties intend that the Contractor, and not the County, be deemed the common law employer (within the meaning of 26 C.F.R. s. 31.3401(c)-1) of workers contracted for services for the County.

f. Regardless of the foregoing, the parties intend to satisfy the requirements of 29 C.F.R. s. 54.4980H-(4)(b)(2), under which an offer of group health plan coverage made by a temporary staffing firm is treated as an offer of coverage by an unrelated entity for purposes of Internal Revenue Code s.4980H.

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

the boycott of Israel during the term of the Agreement. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

19. **Public Entity Crimes.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted Contractor list.

20. **Right to Audit Records.** In the performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to this Agreement in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Contractor in conjunction with this Agreement and the performance of this Agreement 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 (5) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and chapter 119, Florida Statutes. All records or documents created by or provided to the Contractor by the County in connection with this Agreement 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 Agreement and following termination of the Agreement if the Contractor does not transfer the records to the public agency. In lieu of retaining all public records upon termination of this Agreement, 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 termination of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

21. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision shall nevertheless continue in full force without being impaired or invalidated in any way.

22. **Statutes, Laws, Rules and Regulations.** It shall be the Contractor's responsibility to be aware of and comply with all laws, statutes, ordinances, fire codes, rules, orders, regulations and requirements of all local, state, and federal agencies as applicable, including but not limited to, BCC Policy – 05 (attached hereto as Exhibit E), as may be amended from time to time. The Parks and Recreation Director shall be considered the appointing authority under BCC Policy – 05 as it relates to workers contracted for hereunder. In the event the Parks and Recreation Director has prohibited a given class or group of workers from possessing a handgun or weapon, said prohibition

shall be extended to workers contracted for hereunder, who are operating within the same class or group of workers, without the need of further review by the Parks and Recreation Director.

The Contractor shall secure and maintain all licenses and/or permits required and pay when due any and all taxes and assessments which may be imposed or assessed by governmental units in connection with the business or operation conducted pursuant to the provisions of this Agreement.

The Contractor shall comply with the Section 504 of the Rehabilitation Act of 1973, as amended, and Title VII of the Civil Rights Act of 1964, as amended. The Contractor shall not discriminate in referrals against any person because of race, color, sex, religion, disability, age, national origin, veteran status, or other protected status.

23. Termination. The County may, by sixty (60) days prior written notice to the Contractor, terminate this Agreement, in whole or part, for the County's convenience. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected, unless the notice directs otherwise.

If the termination is for the convenience of the County, the County shall not be obligated to pay for any services performed after notice of termination has been given unless the County specifically directs and advises otherwise in this notice and such shall be based on the percentage of work performed.

The County may issue a written proposed notice of termination as a result of failure of the Contractor to fulfill its Agreement duties and obligations. The Contractor shall have fifteen (15) calendar days from the date of the proposed notice of termination within which to correct such deficiencies described in said proposed notice. If the Contractor fails to correct such deficiencies to the satisfaction of the County within the stated time period, then the County may terminate the Agreement immediately by issuing written notice of termination and take over the work and ensure the work is performed itself or by separate Agreement or otherwise. In such case, the Contractor shall be liable to the County for reasonable additional costs incurred by the County thereby. The Contractor shall not be liable for such additional costs if the failure to perform the Agreement arises out of causes beyond the Contractor's reasonable control and without the fault or negligence of the Contractor.

If, during any term or renewal period of this Agreement, the County has issued two (2) proposed notices of termination with the deficiencies under the first two (2) notices having been corrected by the Contractor, the County shall have the right to terminate the Agreement upon the third (3rd) instance of the Contractor's failure to fulfill its duties and obligations under this Agreement without giving the Contractor any period of time to correct the deficiency. Termination under this provision shall be effective fifteen (15) calendar days from the date of the notice unless otherwise agreed to by the County.

If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the County. In such event,

adjustment in the payments shall be made to the Contractor consistent with the provision for adjustments to payments when the termination is for the convenience of the County, as set forth above.

The rights and remedies of the County provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

The Contractor may terminate this Agreement, with or without cause, after providing at least sixty (60) days prior written notice to the County. The Contractor shall be responsible to the County for any damages or reasonable additional costs incurred by the County as a result of said termination.

24. **Unauthorized Alien Workers.** Brevard County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act “INA”). The County shall consider a contractors intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

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

(remainder of page left intentionally blank)

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA


Scott Ellis, Clerk

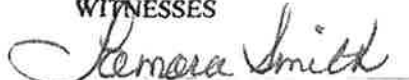
By: 
Rita Pritchett, Chair Date

As approved by the Board on 10/17/17

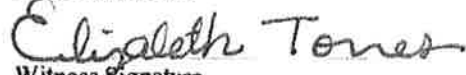
Reviewed for legal form and content:


Assistant County Attorney

WITNESSES


Witness Signature

TAMARA Smith 9/25/18
Print Name/Date


Witness Signature

Elizabeth Torres 9/25/18
Print Name/Date

AUE Staffing Inc.


By: 
Charles Hall, President Date

Exhibit A

Contracted Recreation Worker SCOPE OF SERVICES

1. This indefinite quantity contract retains the Contractor to provide contracted worker services primarily to the Parks and Recreation Department. The estimated annual hours and estimated pay rate referenced in this RFP are only estimates and provided as a guideline for preparing your proposal. The County will use the estimated annual use numbers for the evaluation of the RFP but the County does not guarantee any minimum usage. It is estimated that we currently utilize 401 to 524 workers annually. Contracted worker service requests will be issued throughout the contract period for various Park locations on an as-needed basis. The Parks and Recreation Department is divided into three geographical operating areas. The number of sites for contracted workers by areas is estimated as follows: North Parks - 15; Central Parks - 17; South Parks - 11; South Golf - 2; South Environmentally Endangered Lands Program (EEL) - 1. The awarded Contractor shall provide contracted worker services as required for the following positions:

Seasonal Recreation Worker I (estimated 169 to 215 workers)
Seasonal Recreation Worker II (estimated 36 to 45 workers)
Seasonal Recreation Worker III (estimated 14 to 22 workers)
Recreation Instructor (also used for Recreation Pool Swim Instructors) (estimated 4 to 7 workers)
Recreation Aide (estimated 70 to 85 workers)
Recreation Leader (estimated 16 to 26 workers)
Lifeguard I (estimated 82 to 108 workers) for Pools only
Lifeguard Captain I (estimated 7 to 10 workers) for Pools only
Pro Shop Attendant (estimated 2 to 6 workers)
Sea Turtle Educator (estimated 1 worker)

The awarded Contractor may also be asked to provide staffing for additional positions not included above for other Parks and Recreation services or other departments as determined necessary by the Department Director or designee.

2. Contractor shall ensure that all contracted workers filling the requirements of this contract report to their workplace dressed in the proper attire for the position being filled.
3. The County defines a "recreation worker" as a person who performs duties in a recreational work unit or organized camp which does not operate for more than seven (7) months in any calendar year. The Fair Labor Standards Act [Section 213 (a)(3)] exempts recreation workers from overtime pay at the rate of one and one half times the regular hourly rate. Hours for recreation workers in excess of a 40 hour workweek will be compensated at the regular hourly rate.
4. The County defines a "temporary worker" as a person employed in casual labor for brief periods or a limited period with a defined expiration date not to exceed 1,040 hours of work in any twelve (12) consecutive calendar months. Certain facilities are open year round and therefore must utilize temporary workers. For temporary contracted workers working at these locations, overtime billing is at the rate of time and one half shall be paid upon proper authorization from the departmental supervisor who signs the time card record for the contracted worker, as provided for herein.
5. The majority of the contracted worker services that are needed will be for recreation workers, however, temporary workers may be needed for programs that are operated year round. Except for overtime purposes, any conditions or references to a recreation worker will also apply to a temporary worker. It will be up to the Parks and Recreation staff to notify the Contractor when a contracted worker falls under the temporary status category to ensure overtime pay when authorized.

6. Individual requests for contracted recreation worker placement will come from the Area Supervisor to the Contractor in writing, via email, or fax. Contractor shall confirm receipt of order via same written method within 24 hours of receipt.
7. Contracted workers may be required to work in excess of 30 hours per week during times such as recreational day camps, however, never more than a 3 month consecutive period. The contracted workers are not County employees. The Contractor is responsible for all costs associated with providing health care insurance required by state or federal government.
8. Any contracted worker may be hired by the County on a part-time or full-time basis after ninety (90)-days of contracted service without a fee paid to the providing Contractor. If the County recruited the contracted worker, then there will be no charge if the contracted worker is hired by the County. If the agency recruited the contracted worker, then the buyout fee will apply:
 - 1 to 30 days of contracted service: buy out charge \$300
 - 31 to 60 days of contracted service: buy out charge \$200
 - 61 to 89 days of contracted service: buy out charge \$100
 - 90 days or more of contracted service: buy out charge \$0
9. The County will notify the Contractor when any contracted worker is no longer needed for the convenience of the County.
10. After the Contractor has completed recruitment, the County will conduct their own interviews that may involve testing of the contracted workers abilities, such as swim testing for lifeguards, etc. In the instance of an unsatisfactory or unqualified person being assigned, the Contractor will be notified and that person may be dismissed from his/her contracted service assignment immediately. If deemed necessary, the contracted worker may be escorted from County property. If dismissed before commencing work, billing for that contracted worker shall not be accepted. The County reserves the right to, at any time, demand the dismissal of a contracted worker from his/her contracted service assignment immediately.
11. Working hours and days may vary depending upon departmental requirements. Shift work may at times be required; however, shift differentials shall not be paid.
12. Listed duties are illustrative only and are not intended to describe each and every function which may be performed in the job class. The omission of specific statements does not preclude management from assigning specific duties not listed herein if such duties are a logical assignment to the position.
13. The knowledge, skills and abilities identified in the position specifications represent those needed to perform the duties of the job. Additional knowledge, skills and abilities may be applicable for individual positions.
14. The Contractor must provide initial individual drug testing and all costs related at no charge to the County. Confirmation must be provided showing the testing was performed and results are satisfactory. If no break in service, the drug test will be valid for one year and after one year, returnees must be re-tested at no charge to the County. If the County has a reasonable suspicion that the contracted worker has used drugs, the Contractor must provide additional drug testing at no charge to the County. The drug test for the majority of the contracted workers will be a 5-Panel test. It will be up to the Parks and Recreation staff to indicate to the Contractor when the contracted worker will require a Commercial Drivers License for their assignment and therefore require a DOT 5-Panel Drug Test. Only a minimal number of contracted workers will require a Commercial Drivers License for their assignment.
15. The Contractor must provide initial High Level (Level 1) Background Screenings for all of its contracted workers. The Contractor shall be responsible for, and pay the cost of, having background screening checks performed on all contracted workers.

The Parks and Recreation Department Director may deny a contracted worker the ability to work at a Park based on the results of the background screening, at the Director's discretion. The Director shall abide by Brevard County's policy (AO-05), attached hereto as **Exhibit D** on background screening in determining if a person shall be disqualified from working at the Park.

Upon completion of the initial background screening, a re-screening at the same Level will occur at a minimum of every five (5) years.

High Level (Level 1) Background screening includes the following:

- E-Verify utilizing the U.S. Department of Homeland Security's E-Verify system
- Clerk E-Facts – www.brevardclerk.us
- Fingerprinting (FDLE and National FBI Criminal check through VECHS)
- Department of Juvenile Justice check on individuals under the age of 18 when applicable and allowed in lieu of fingerprinting
- National Sex Offender Public Website – www.nsopw.gov
- Reference Checks
- Prior employment check
- Education/Licensing verification (case-by-case)
- Driver's license check (case-by-case)
- Drug Testing (case-by-case)

16. Contracted workers are not considered to be assigned to a primary County facility location, therefore will receive no travel mileage reimbursement for traveling from facility to facility. If the supervisor requests the contracted worker to travel in their personal vehicle to a non-County location, such as a hardware store, then authorized travel reimbursement will be allowed at the County's travel mileage reimbursement rate, which is currently 54.5 cents per mile. This reimbursement is to be invoiced by the Contractor separately from payroll and must contain details such as contracted worker name, date, number of miles, reason for travel and name of County supervisor that authorized it. If utilizing a County owned vehicle, no travel mileage reimbursement can be requested.

Exhibit B

**Background Investigation Check
SCOPE OF SERVICES**

1. In addition to the contracted worker services, the Contractor shall perform a High Level (Level 1) Background Screenings for all Recreation Partners, Recreation Instructors, Caretakers, contractors and volunteers working, volunteering or under contract with Parks and Recreation.
 - Caretaker shall mean an adult providing security at a facility administered or managed by the Parks and Recreation Department and operating under a Caretaker Agreement with the County.
 - Recreation Instructor shall mean an individual or group which has a current Recreation Instructor Facility Use Agreement with the County providing for nonexclusive use of a facility in order for the individual or group to provide leisure services.
 - Recreation Partner shall mean a nonprofit or not for profit group or organization which has a current Recreation Partner Facility Use Agreement with the County providing for nonexclusive use of a facility in order for the group or organization to provide recreation programs.
 - Volunteer shall mean a person who performs services or gives time of his/her own free will in support of programs, services, and/or has an executed contract/agreement with the County, without monetary compensation for 20 hours or more within a calendar year.

2. The cost of a High Level (Level 1) Background Screening for all Recreation Partners, Recreation Instructors, Caretakers, contractors and volunteers working, volunteering or under contract with Parks and Recreation shall be:

FINGERPRINTING COST	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR
PER PERSON	\$52.25	\$58.94	\$65.63	\$72.32	\$79.00

The County shall bear the cost of background screening for all Recreation Partners, the Recreation Instructor (excluding their staff and/or additional Instructors), and all volunteers. All Caretakers and all contractors shall bear the cost associated with their background screening.

3. The Contractor shall:
 - a. Offer the option to fingerprint on site where needed or in their office
 - b. Check all volunteers, caretakers, contractors Recreation Instructors, and Recreation Partners E-Facts prior to processing them for their fingerprints.
 - c. Confirm all background clearances in accordance with County Administrative Order, AO-05.
 - d. Maintain all files related to the background information on all volunteers, caretakers, contractors, Recreation Instructors, and Recreation Partners.
 - e. Provide monthly reports to the Parks and Recreation Administration Office, 2725 Judge Fran Jamieson Way, B203, Viera, FL 32940.
 - f. Provide an annual report to include but not limited to, the number of background screenings completed for the year, the persons screened, and if any background screenings set to expire in the upcoming year
 - g. Alert the County, if an applicant is flagged for an arrest within twenty-four (24) hours of notification of the arrest.

4. Upon completion of the initial background screening, a re-screening at the same Level will occur at a minimum of every five (5) years.

High Level (Level 1) Background screening includes the following:

- Clerk E-Facts – www.brevardclerk.us
- Fingerprinting (FDLE and National FBI Criminal check through VECHS)

- Department of Juvenile Justice check on individuals under the age of 18 when applicable and allowed in lieu of fingerprinting
 - National Sex Offender Public Website – www.nsopw.gov
 - Reference Checks
 - Prior employment check
 - Education/Licensing verification (case-by-case)
 - Driver’s license check (case-by-case)
 - Drug Testing (case-by-case)
5. For billing purposes relating to Background Investigation Checks, the Contractor shall provide an invoice by the tenth (10th) day of each month to each Area Operations Office. The invoice shall include the amount billed for each identified person. Each person shall be identified by Organization and individual name and/or the type of service being provided (i.e. Recreation Instructor, Caretaker).

Exhibit C
Contracted Recreation Worker Services for Parks & Recreation
BILLING PRICE SHEET

ITEM No.	JOB TITLE	ESTIMATED WORKER RATE	ESTIMATED WORKER RETURN RATE	PROPOSED BILLING %	ESTIMATED BILLING RATE	X	ESTIMATED ANNUAL HOURS	=	ESTIMATED EXTENDED PRICE
1	Seasonal Recreation Worker I	\$8.43	\$8.59	27.55%	\$10.75	X	36,025	=	\$387,357.55
2	Seasonal Recreation Worker II	\$9.64	\$9.83	27.55%	\$12.29	X	13,310	=	\$163,657.36
3	Seasonal Recreation Worker III	\$11.06	\$11.28	27.55%	\$14.11	X	7,580	=	\$106,931.29
4	Recreation Instructor	\$11.06	\$11.28	27.55%	\$14.11	X	2,120	=	\$ 29,913.20
5	Recreation Aide	\$10.22 ***	10.22	27.55%	\$13.89	X	22,050	=	\$306,278.80
6	Recreation Leader	\$11.25	11.25	27.55%	\$14.35	X	4,169	=	\$ 59,822.54
7	Lifeguard I (Pools only)	\$8.85	\$9.12	27.55%	\$11.29	X	20,785	=	\$234,670.53
8	Lifeguard I w/WSI (Pools only)	\$9.29	\$9.57	27.55%	\$11.85	X	30,000	=	\$355,481.85
9	Lifeguard Captain I (Pools only)	\$9.75	\$10.04	27.55%	\$12.44	X	4,875	=	\$ 60,626.11
10	Lifeguard Captain I w/WSI (Pools only)	\$10.23	\$10.54	27.55%	\$13.05	X	5,000	=	\$ 65,241.83
11	Pro Shop Attendant	\$11.27	11.27	27.55%	\$14.37	X	5,900	=	\$ 84,811.82
12	Sea Turtle Educator	\$12.00	12.00	27.55%	\$15.31	X	500	=	\$ 7,653.00
	TOTAL ESTIMATED ANNUAL PRICE								\$1,862,445.88

**** Per email confirmation to Melbourne Office Manager, this pay rate was amended to \$10.89. The bill rate listed above is based on the amended rate.

Amended per the terms agreed upon in the Negotiation Committee meeting September 12, 2018



BOARD OF COUNTY COMMISSIONERS

ADMINISTRATIVE ORDER

NUMBER: AO-05
CANCELS: 04/24/15
APPROVED: 06/12/18
ORIGINATOR: Human Resources
REVIEW: 06/12/21

Title: Background Investigation Checks

I. PURPOSE AND SCOPE

To establish a consistent, county-wide procedure for conducting background investigation checks.

II. DEFINITIONS AND REFERENCES

Applicant – An external applicant or volunteer being considered for a position or a current employee being considered for a position with a higher security level as the result of a promotion, transfer or demotion.

- B. At-Risk Population- Children, elderly, disabled, and those whom cannot defend themselves. Example of settings in which individuals come into contact with at-risk populations include, but are not limited to:
- Daycare: senior citizen centers and community day programs for children.
 - Group Home: placements for children under the care of the State as a result of abuse or neglect or as a consequence of delinquency.
 - Program activities involving children on school property.
 - Shelters: homeless, domestic violence or special needs emergency shelters.
 - Youth development programs.
 - Volunteer programs for the elderly or individuals with disabilities; such as, Meals on Wheels or other community/volunteer programs.
 - Library areas/programs designated for children.
 - Park areas/programs designated for children.
- C. Background Investigation Handbook – a handbook with detailed information about how to complete and interpret the background checks.
- D. Background Checklist – a form used to track the results of the background checks performed by the Department/Office.

- E. Conviction – defined as a law violation where there has been a determination of guilt as a result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld.

NOTE: A "yes" answer to the question of law violation on the application will not automatically bar the applicant from employment. The nature, job-relatedness, severity and date of the offense in relation to the position for which they are applying will be considered.

- F. Recertification – Frequency which each Department/Office reinvestigates each employee's or volunteer's criminal history.

- G. **SECURITY LEVELS:**

High Level (Level I) – Applies to an employee or volunteer who has unsupervised access and/or contact with individuals identified as being in the at-risk population.

Moderate Level (Level II) – Applies to an employee or volunteer who has supervised access and/or contact with individuals identified as being in the at-risk population.

Low Level (Level III) – All other employees or volunteers who do not fit into the High or Moderate security levels.

- H. VECHS – an acronym for the Volunteer & Employee Criminal History System at the Florida Department of Law Enforcement (FDLE). The VECHS program agreement allows Brevard County to submit state and national checks for employees and volunteers, as needed.
- I. F.S. 112.011 – Felon; removal of disqualifications for employment, exceptions.
- J. F.S. 943.04351 – Search of registration information regarding sexual predators and sexual offenders required prior to appointment or employment.

III. RESPONSIBILITIES

- A. Each Department/Office Director shall establish a background investigation check procedure which ensures that the guidelines in this Administrative Order are met.
- B. Each Department/Office will utilize the guidelines in this Administrative Order or will adhere to statutory/contractual requirements, whichever is more stringent.
- C. Each Department/Office shall be responsible for verifying that each applicant

meets the requirements for the job, including educational and/or licensing verification, driver's license check.

- D. Each Department/Office shall be responsible for checking and documenting a total of three (3) of the applicant's employment and/or personal references. Document if the applicant has insufficient work history (i.e.; a student with no experience or someone returning to the workforce after a long absence) or is a volunteer. Due diligence must be used in obtaining these references, but if no response is received, documentation should be made of what efforts were made. Reference checks are not mandatory for those temporary employees hired on a seasonal basis.

The Background Investigation Handbook has detailed instructions and reference forms to be used in checking these references.

- E. Each Department/Office shall perform the required minimum criminal background investigation checks at the appropriate security level for applicants under final consideration and document the results on the Background Checklist, which shall be provided to the Office of Human Resources with the background documents.

1. High-Level Security Check (Level I):

- Fingerprints – submit fingerprints to FDLE under the VECHS agreement using digital fingerprint machine or using the fingerprint card provided for FDLE and National FBI criminal investigation check.
- Brevard County Clerk E-Facts: www.brevardclerk.us

2. Moderate-Level Security Check (Level II):

- FDLE: <https://web.fdle.state.fl.us/search/app/default>
- Brevard County Clerk E-Facts: www.brevardclerk.us
- National Sex Offender Public Website: www.nsopw.gov
- Out-of-State criminal checks based on past seven (7) years address history (on-line checks may be done, if available), or alternatively a national background check.

3. Low-Level Security Check (Level III):

- Brevard County Clerk E-Facts: www.brevardclerk.us
- National Sex Offender Public Website: www.nsopw.gov
- Florida Department of Corrections: www.dc.state.fl.us
- Out-of-Area criminal checks based on past two (2) years address history (on-line checks may be done, if available).

- F. Applicants under final consideration for positions classified as high security level shall be subject to the following guidelines for criminal background checks.

Consistent with F.S. 112.011, a person shall not be disqualified from employment by the County solely because of a prior conviction for a crime. However, a person may be denied employment by the County by reason of the prior conviction for a crime if the crime was a felony or first degree misdemeanor and directly related to the position of employment sought.

1. A prior conviction of any of the following criminal offenses, if a felony or first degree misdemeanor, is considered to be directly related to any high level security position, irregardless of when it occurred, and will disqualify an applicant from further consideration:

- Child Abuse, Neglect or Abandonment
- Extortion
- Extreme Violence (Aggravated Assault/Aggravated Battery, Murder, Attempted Murder, Vehicular Homicide)
- False Imprisonment
- Hate Crime
- Indecent Exposure if Sexual in Nature
- Kidnapping
- Manslaughter
- Child Pornography
- Illegal Possession of Guns or Weapons
- Robbery
- Sale of Controlled Substance
- Sexual Offense (Lewd and Lascivious - Sexual Battery)
- Any Offense of similar nature and severity to those listed above (contact the County Attorney's Office if there is a question)

2. A prior conviction of any of the following criminal offenses, if a felony or first degree misdemeanor, is considered to be directly related to any high level security position if it occurred within five (5) years of the date of the background check, and will disqualify an applicant from further consideration:

- Battery/Assault
- Domestic Violence
- Misdemeanor Drug and/or Paraphernalia
- Resisting Arrest with Violence
- Sale of Alcohol or Tobacco to a Minor
- Contributing to the Delinquency of a Minor
- Any Offense of similar nature and severity to those listed above (contact the County Attorney's Office if there is a question)

A prior conviction of one of the above criminal offenses, if a felony or first degree misdemeanor, that occurred beyond five (5) years of the date of the background check, shall be carefully reviewed by the appointing authority on a case-by-case basis to determine if it is directly related to a high security level position and the applicant is disqualified from further consideration.

3. A prior conviction for any of the following criminal offenses, if a felony or a first degree misdemeanor, shall be carefully reviewed by the appointing authority on a case-by-case basis to determine if it is directly related to a high security level position and if the applicant is disqualified from further consideration:

- Disorderly Conduct/Trespassing
- Driving While Under the Influence (DUI), one incident only (more than one must show proof of rehabilitation)
- Petty Theft
- Worthless Checks
- Other Crimes
- Any Offense of similar nature and severity to those listed above (contact the County Attorney's Office if there is a question)

G. When determining whether a prior criminal conviction for any of the criminal offenses listed in Section F above are directly related to a high, moderate or low level security position, an appointing authority shall take the following factors into consideration:

- The classification of the crime as a felony or first degree misdemeanor
- The relationship between the incident and the type of employment or service that the applicant will provide.
- The nature, severity, number, and consequences of the incidents disclosed.
- The amount of time elapsed since the incident(s) occurred.
- The applicant's efforts and success at rehabilitation.
- The age of the applicant at the time of the incident.

If there is any question about whether the criminal offense is directly related to the position, contact the County Attorney's Office.

H. After the background investigation checks are satisfactorily completed, the Department/Office can initiate the request for the applicant to be hired to a paid position or coordinate a start date for a volunteer placement.

IV. RESERVATION OF AUTHORITY

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

Frank Abbate 5/12/18
Frank Abbate, County Manager / Date

Exhibit E



POLICY

NUMBER: BCC-05
 CANCELS 04-28-15
 APPROVED: 5-22-18
 ORIGINATOR: Human Resources
 REVIEW: 05-22-21

TITLE: Zero Tolerance of Workplace Violence

I. OBJECTIVE

To establish and maintain a work environment free from violence, threats of violence, harassment, intimidation, and other disruptive behavior. As a result, any threats or acts of violence made by or to an employee, against another person's life, health, wellbeing, family or property will not be tolerated.

II. DEFINITIONS AND REFERENCES

- A. Workplace: includes any place, site, or vehicle owned and/or operated by Brevard County, or any place where and while a Brevard County employee is conducting County business.
- B. Violence: any act or instance of intentional physical harm or the threat of harm. The Board recognizes family violence, violence at work, and any other exposure to violence can affect an employee's work performance. The Board acknowledges all human relationships have the potential for conflict that may result in incidental or sustained violence. Violence may be a consequence of the actions of employees, supervisors, customers, clients, vendors, or any other person.
- C. "Concealed Weapon" means any dirk, knife, metallic knuckles, billie, tear gas gun, chemical weapon or device, or other deadly weapon except a firearm or a common pocketknife, plastic knife, or blunt-bladed table knife. Florida Statute 790.001(3)(a), (13) carried on or about the person in a manner to conceal the weapon from the ordinary sight of another person.
- D. "Firearm" means any weapon (including a starter gun) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any firearm muffler or firearm silencer; any destructive device; or any machine gun. The term "firearm" does not include an antique firearm unless the antique firearm is used in the commission of a crime. Florida Statutes 790.001(6)
- E. "Electric weapon or device" means any device which, through the application or use of electrical current, is designed, redesigned, used, or intended to be used for offensive or defensive purposes, the destruction of life, or the infliction of injury. Referred to as "electric weapon" below. Florida Statute 790.001(14)

- F. "Self Defense Chemical Spray" means a device carried solely for the purposes of lawful self-defense that is compact in size, designed to be carried on or about the person, and contains not more than two ounces of chemical. Florida Statute 790.001(3)(b)

III. DIRECTIVES

A. EXPECTATIONS

1. All Brevard County managers, directors, supervisors, and employees are to treat each other, their customers and clients, and all others with courtesy, dignity, and respect. Violence, threats, harassment, physical or psychological intimidation, assault or physical abuse, vandalism, sabotage, arson, and any other disruptive behaviors in our workplace are not acceptable and will not be tolerated.
2. To the extent permitted by law, the County prohibits the possession of weapons or firearms, as defined by Section 790.001, Florida Statutes, on County premises or properties; provided, however, that this prohibition does not apply in the following circumstances:
 - a Possession of a firearm, weapon or electric weapon is permitted when it is a necessary and approved requirement of the employee's job including, but not limited to, law enforcement. The employee shall be required to have any necessary State of Florida licenses prior to being authorized to possess a weapon or firearm under this exception.
 - b Other than as stated in 2.a.above, possession of a single concealed handgun, weapon or electric weapon (both referred to as "weapon" below) by an employee is permitted when an employee is properly licensed under Section 790.06, Florida Statutes, to the extent permitted by law, subject to the following limitations:
 - i An employee possessing a handgun or weapon under this subsection must retain control of it, on their person, at all times.
 - ii A handgun or weapon carried under this subsection may not be left in an unoccupied county vehicle at any time.
 - iii An employee possessing a handgun or weapon under this subsection must keep such handgun or weapon concealed. An employee may secure a concealed handgun or weapon in a locked drawer (for example, desk or filing cabinet) exclusively under the employee's control meaning only the employee has a key to the lock. An employee may conceal the handgun or weapon in his/her purse, briefcase or backpack, but must keep such purse, etc., in his/her direct control at all times (for example, an employee securing a handgun in a backpack, must carry the backpack with them at all times).
 - iv An employee is not permitted to carry a handgun or weapon under this subsection during a workday in which there is a reasonable possibility that her/his duties will include being in, at or within a facility in which possession of such weapon is prohibited under law
 - v An appointing authority has the authority to prohibit a given class or group of employees from possessing a handgun or weapons otherwise permitted under this subsection upon a determination by the appointing authority that the nature of duties or circumstances of the employee's work environment renders the carrying of such handgun or weapon impractical or unsafe (for example, the possibility the employee's

duties involve entering on or into facilities where carrying a concealed firearm or weapon is prohibited by law).

- c. A lawfully owned weapon or firearm is permitted in a privately owned and locked vehicle in a parking lot when an employee or citizen complies with Section 790.251, Florida Statutes.
- d. Pursuant to Florida Law 790.06(12), an employee is not authorized to openly carry a handgun or carry a concealed firearm or weapon into:
 - i. Any place of nuisance as defined in s.823.05;
 - ii. Any police, sheriff, or highway patrol station;
 - iii. Any detention facility, prison or jail;
 - iv. Any courthouse;
 - v. Any courtroom;
 - vi. Any polling place;
 - vii. Any meeting of the governing body of a county, public school district, municipality, or special district;
 - viii. Any meeting of the Legislature or a committee thereof;
 - ix. Any school, college, or professional athletic event not related to firearms;
 - x. Any elementary or secondary school facility or administration building;
 - xi. Any career center;
 - xii. Any portion of an establishment licensed to dispense alcoholic beverages for consumption on the premises, which portion of the establishment is primarily devoted to such purpose;
 - xiii. Any college or university facility unless the licensee is a registered student, employee, or faculty member of such college or university and the weapon is a stun gun or nonlethal electric weapon or device designed solely for defensive purposes and the weapon does not fire a dart or projectile;
 - xiv. The inside the passenger terminal of an airport provided that no person shall be prohibited from carrying any legal firearm into the terminal, which firearm is encased for shipment for purposes of checking such firearm as baggage to be lawfully transported on any aircraft.
 - xv. Any place where the carrying of firearms is prohibited by law.
- e. An employee is authorized to carry self-defense chemical spray as defined herein for his/her personal protection.

B. TRAINING: Brevard County will conduct a workplace violence training program.

C. **NON-RETALIATION:** This policy prohibits retaliation against any employee who brings complaints of violent or intimidating behavior, or who helps in investigating complaints; the employee will not be adversely affected in terms and conditions of employment, nor discriminated against, or discharged because of the complaint.

D. **DISCIPLINE**

All managers have a responsibility to immediately intervene when any employee displays conduct which violates this policy. In situations where employee safety is at risk or the security of property is an issue, the supervisor, at his/her discretion and in accordance with Brevard County's disciplinary policies and procedures, may engage the assistance of law enforcement to remove the threatening employee.

Any employee deemed responsible for conduct that is prohibited by this policy is subject to disciplinary action appropriate to the specific incident (which could include revocation of the authorization to carry a concealed weapon or handgun as authorized herein), up to and including termination from employment, and civil or criminal penalties.

IV. **RESERVATION OF AUTHORITY**

The authority to issue and/or revise policies is reserved to the Board of County Commissioners.



Scott Ellis, Clerk



Rita Pritchett, Chair
Board of County Commissioners
Brevard County, Florida

As approved by the Board on MAY 22 2018