

DREDGING & SEDIMENT REMOVAL CONSULTING SERVICES CONTRACT

THIS CONTRACT by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "County"), and

Wood Environmental & Infrastructure Solutions, Inc., a business having its primary business location at 6256 Greenland Road, Jacksonville, FL 32258, (hereinafter the "Contractor").

WITNESSETH:

WHEREAS, the County is desirous of obtaining services of a Dredging & Sediment Management Consultant, and

WHEREAS, the County selected the Contractor consistent with Chapter 287.055 of the Florida Statutes, "Consultants' Competitive Negotiation Act," and Brevard County Policy BCC-26, "Acquisition of Consultant Professional Services," 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:

The Contractor shall be prepared to furnish all labor, materials, equipment, machinery, tools, apparatus and transportation to perform all work or services specified below.

SECTION 1 – DEFINITIONS

The following words and expressions shall whenever they appear in the Contract be construed as follows:

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| ADDENDUM | A written explanation, interpretation, change, correction, addition, or deletion affecting the Contract documents, including drawings and specifications approved by the County and issued by the County. |
| ARCHITECT | A person or firm that is authorized to practice architecture pursuant to Statute 481.299, or a general contractor who provides architectural services under design-build-contract authorized by F.S. 481.219. |
| CONTRACTOR | The individual or firm retained to perform the specified consultant services and duties as stated in this Contract. |

CONTRACT	The written Contract between the County and the Contractor and any modifications and change orders thereto.
COUNTY MANAGER	The County Manager of Brevard County, Florida.
COUNTY DESIGNEE	The County employee designated to oversee the project by the Director. The Designee may be changed at any time during this Contract or during the length of the Task Order by written authorization by the Director.
DELIVERABLE	A work product or collection of work products as required by the specific Task Order that meet the defined design or construction specifications, warranties, and functional parameters articulated in the Scope of the Work for this Contract which include but are not limited to: design drawings, specifications, structures, equipment, machinery, studies, reports, written documentation, training, systems, or processes.
DIRECTOR	The Director of the Natural Resources Management Department.
ENGINEER	The person, firm, or corporation named as such in the Contract and/or authorized by the County to act as the County representative or as the County construction engineer authorized to practice engineering services pursuant to Florida Statute 471.03(2)(i) (2006).
PROJECT MANAGER	The COUNTY employee designated to oversee the project by the Director. The Designee may be changed at any time during the CONTRACT or during the length of the Task Order by written notification provided to the CONTRACTOR.
PROJECT TEAM	The CONTRACTOR's staff approved to accomplish and complete the work assigned by the COUNTY through a Task Order.
TASK	A major component of work which is described in the Task Order or the work to be accomplished and/or completed by the Contractor.
TASK ORDER	A written Authorization by the County for the Contractor to proceed with the Work described therein.
WORK	The services provided by the Contractor in accordance with the Task Orders, attachments or Addenda.
WRITTEN	This term shall comprise communications between the Contractor and the County including e-mails, FAX, and letters either scanned or sent via regular or express mail.

SECTION 2 – GENERAL IDENTIFICATION OF SERVICES

The Contractor acknowledges and agrees that if the work is assigned to the Contractor, each individual project shall have a specific Task Order agreed to by the parties and executed by both parties.

All professional services provided by the Contractor for the County shall be identified in Task Orders and performed to current professional standards. Draft Task Orders shall be provided by the Contractor within fifteen (15) working days of request by the County, and shall include the following elements, except for modifications issued after execution of the Task Order:

- (1) Scope: a succinct task description and signature page,
- (2) Section I: a thorough description of services to be performed,
- (3) Section II: a detailed schedule for projected completion of the work to be performed,
- (4) Section III: a detailed description and list of all the deliverables, and
- (5) Section IV: a proposed schedule for compensation including a list of key personnel.

Task orders shall receive a number assigned by the Natural Resources Management Department which shall be used by the Contractor on all documents submitted to the County related to that Task Order.

A Task Order shall not give rise to any contractual rights until approved by the County. Once the County and Contractor agree on the compensation to be paid for such services as stated in the Task Order, the County Designee shall approve the Task Order in the form of a written Notice to Proceed signed by the authorized designee of the County. The written Notice to Proceed and specific Task Order, as approved by the County, shall constitute an Addendum to this Contract and therefore the Contractor shall abide by all the requirements stipulated in this Contract. This Contract does not authorize the performance of any work or services to be provided by Contractor or require County to place any Task Orders for work or services. The County makes no covenant or promises as to the number of projects available or that the Contractor will perform any project for the County during the life of this Contract.

Task Orders may be issued for specific projects within the original scope of services as outlined below. Generally, the County may request the Contractor to provide the County Continuing Dredging & Sediment Management Consulting Services for the following original scope of services:

- (1) Hydrographic Surveying and Geotechnical Investigation
- (2) Environmental Resource Permit (ERP) applications
- (3) ACOE Permit applications

- (4) Bidding & Construction Management Services
- (5) Civil & Stormwater design (AutoCAD)
- (6) Seagrass and Wetland surveys, delineation and mapping
- (7) Protected species permitting, relocation, monitoring/surveying, and reporting
- (8) Mitigation/restoration project design, implementation, monitoring, and reporting
- (9) Feasibility studies and design evaluation for dredging, effluent treatment, and dewatering technology for sediment management projects

SECTION 3 – COUNTY OBLIGATIONS

The County shall make available to the Contractor any existing data available in the County's files pertaining to the work to be performed under this Contract, including; reports, studies, financial information, and other required existing data that are available in the files of the County and that may reasonably be required by the Contractor for the completion of the required services.

The County shall review the deliverables and other materials submitted by the Contractor and provide direction to the Contractor as specified in the Task Order. The County shall designate one County staff member to act as Project Manager.

The County shall reimburse the Contractor for required services timely submitted, approved and accepted by the County in accordance with the provision of this Contract and amendments hereto.

SECTION 4 – CONTRACTOR RESPONSIBILITIES

Upon receipt of the Notice to Proceed, Contractor agrees to perform professional services associated with the requested work in accordance with (1) the negotiated terms of the applicable Task Order, and (2) current accepted professional standards and practices, and (3) this Contract. The Contractor warrants the adequacy of the final plans, reports, and/or assessments provided under this Contract and resulting Task Order(s), and agrees to correct any errors and omissions, at no additional cost to the County, which may be required because such plans, reports, and/or assessments were found defective. This remedy shall be cumulative to all other remedies available under law.

In connection with professional services to be rendered pursuant to this Contract, the Contractor further agrees to:

- (a) make no claims for damages or loss of profits due to the amount of work assigned under this Contract,
- (b) utilize the approved project team per Section 14.
- (c) maintain an adequate staff of qualified personnel to complete any assigned Task Order(s),

- (d) notify the County of any proposed project team personnel changes during the course of the Contract, and provide qualifications of the new personnel assigned to the project team to the County for written approval,
- (e) ensure that designs/assessments/reports meet all current federal, state and local regulations, requirements, permits, laws or ordinances, and current industry standards in effect and applicable to the project at the time a Task Order is assigned,
- (f) acknowledge the critical nature of proper planning and coordination of utility impacts, right-of-way and easement impacts, field data collection, risk assessment and remediation, and permitting requirements, and to address these issues in each Task Order that the Contractor prepares,
- (g) cooperate fully with the County in the scheduling and coordination of all phases of the work,
- (h) cooperate and coordinate with other County consultants or contractors, as directed by the County,
- (i) provide the County with progress reports of the status of the work in an approved format and at the specified frequency stated in the Task Order. (See **Exhibit D** for approved formats.)
- (j) 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,
- (k) submit for County review design or assessment computations, sketches and other data representative of the work's progress at the percentage stages of completion or milestones which may be specified in the applicable Task Order,
- (l) submit for County approval the final work product upon incorporation of any modifications requested by the County during any previous review, and acknowledge that County approval, or the lack thereof, regarding the Contractor's plans, design or assessments shall not be deemed to diminish the Contractor's warranty set forth in this Contract,
- (m) confer with the County during the further development and implementation of assessments or remediation improvements for which the Contractor has provided design or other services,
- (n) interpret plans and other documents at no additional cost during the term of this Contract or the applicant's task order, whichever is longer, and correct errors and omissions, and prepare any necessary revisions not involving a change in the scope of the work required, at no additional cost,
- (o) conduct and complete, prior to final approval of the work by the County, a preliminary check of any documents through any review committee, third party consultant or contractor, or any county, city, state or federal agency from which a permit or other approval is required, and acknowledge that any approval or lack thereof obtained from the County or any other agency shall not be deemed to diminish or discharge the Contractor from the warranties imposed by this Contract,
- (p) sign and seal all final plans, documents, surveys, maps, and legal descriptions prepared by Contractor per requirements of the laws, rules, and regulations of any governmental entity having authority over the work, and deliver them to the County after completion of the Task Order, and

- (q) provide digital files in the approved County format (see **Exhibit D**) of any plans, specifications, models, studies, maps, reports or other deliverable documents.

SECTION 5- DURATION OF CONTRACT

This Contract shall remain in full force and effect for a period of three (3) years after its date of execution. In addition, this Contract may be extended by the County designee in one [1] year increments for up to two [2] years beyond the initial three [3] year period of the Contract under the same terms and conditions of this Contract. County shall submit "Written Notification of Contract Renewal " **Exhibit C**", for execution by the Director or designee and Contractor. No work shall be issued after the time period stated above. However, actual completion of the services in the Task Order may extend beyond such term, unless this Contract is terminated by mutual written consent of the parties as otherwise provided herein. The performance of properly authorized Task Orders may extend beyond the Contract's effective term and the Contractor shall be compensated after such time period in accordance with Section 8 and 9 hereof. A task order may be revised as to scope of services, time required for completion, and/ or compensation to be paid, if approved by the County or designee and Contractor in writing.

SECTION 6 –TIME OF COMPLETION

The services to be rendered by the Contractor for each section of the work shall commence upon receipt of a written Notice to Proceed from the County, subsequent to the execution of the Contract, and shall be completed within the time stated in the Task Order. Contractor acknowledges that time is of the essence under this Contract.

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.

Should Contractor be obstructed or delayed in the prosecution or completion of its services as a result of force majeure circumstances – including, but not limited to, the following: acts of God; acts or omissions of any government; any rules, regulations or orders issued by any governmental authority or by any officer, department, agency or instrumentality thereof; fire; flood; storm; earthquake; accident; war; rebellion; insurrection; riot; and invasion – the Contractor shall notify the County of such force majeure circumstances in writing within ten (10) calendar days after commencement of such delay stating the cause or causes thereof, or Contractor shall waive any right the Contractor may have had to request an extension to the Task Order. Such extensions of time as stated in the Task Order 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 7 – SCHEDULE OF WORK

The County shall have the sole right to determine the order and commencement of units or sections of the work. If the Contractor maintains that a Task Order or subsequent revision requires a change in schedule, a proposed revised schedule shall be, within ten

(10) days, submitted in writing for County review, and commencement of any such schedule revision is contingent on the County's approval. Contractor waives any right to make a claim based upon a revision if such notice is not provided.

SECTION 8 – COMPENSATION

The County agrees to pay and the Contractor agrees to accept, for services rendered pursuant to this Contract, fees and other compensation computed in accordance with one or a combination of the methods outlined below, as specified in an approved Task Order:

- (1) **Fixed Fee** – The normal method of compensation by the County, unless specifically designated otherwise in the Task Order, shall be a fixed fee for each milestone deliverable specified in the Task Order. No payment shall be made for partially completed milestones. The fixed fee for each milestone deliverable shall be negotiated with the County and shall be computed on the basis of the attached Billing Rate Schedule (see **EXHIBIT F**) plus an allowance for reimbursable expenses, if approved by the County.
- (2) **Hourly Rate** – The Contractor shall be compensated at the attached Billing Rate Schedule (see **EXHIBIT F**) for each hour engaged directly in the work, not to exceed a fixed maximum established for each milestone.
- (3) **Reimbursable Expenses** – The Contractor shall be compensated for certain work-related expenditures not covered by fees for engineering services, direct reimbursable costs such as permit fees, specialized pre-approved sub-contracted services, document reproduction, use of specialized equipment, and other incidental expenses, if approved. Contractor shall be paid after Contractor provides an invoice for such services directly from the provider. Only specialized contracted services such as a sub-contractor for additional engineering/assessment or remediation/field work shall include a multiplier rate to be negotiated in accordance with County policies. No other direct reimbursable expenses shall include the multiplier rate. Expenditures shall be previously authorized by the County in an approved Task Order. Upon receipt of satisfactory supporting documentation, the Contractor will be compensated for such reimbursable expenses.
- (4) **Travel costs for business travel** are included in the Contractor's hourly rate or fixed fee as specified in the Task Order. Reimbursement for special travel required under extenuating circumstances may be approved by the COUNTY as part of a Task Order. The determination of "extenuating circumstances" is in the sole discretion of the County. If approved, such travel shall be reimbursed at the same rate as for County employees in accordance with Brevard County Policy BCC-29 and Administrative Order AO-21, both entitled "Travel," attached hereto as **COMPOSITE EXHIBIT G** and incorporated herein by this reference, which is in effect on the date of Contractor's applicable travel. All requests for special travel must be documented using a State of Florida Travel Voucher with appropriate receipts. Reimbursement for special travel costs must receive prior

written approval by the County prior to such travel, or the County shall not be responsible for reimbursing CONTRACTOR for said travel.

Contractor shall not exceed the amount of any task without the prior written approval of the County in the form of an executed Change Order. A lack of planning or schedule control on the part of the Contractor will not be considered as basis for revising the fee proposal.

County and Contractor will negotiate each Task Order Scope of Work prior to the beginning of work. Contractor and County will agree to the hours necessary to complete the Task by position and phase of work, the actual billing rate of employees performing the work, other additional costs as agreed to by the County, and a design schedule. A list of deliverables shall also be provided. The actual billing rates shall not exceed the billing rates contained in **Exhibit F**. Should the Contractor and County be unable to agree to a reasonable Task Order fee, the County will terminate negotiations with that Contractor and attempt to obtain another consultant's services.

If the Contractor changes personnel assigned to the Task Order during the course of the project, the County reserves the right to adjust the negotiated rate if the County determines that a lesser qualified professional is assigned to the Task Order. No increases due to changes in personnel will be allowed.

Ninety (90) days prior to the third-year anniversary of this Contract, the Contractor shall submit their updated hourly billing rate schedule to the COUNTY for inclusion in the Contract after the third-year anniversary date. The hourly billing rate schedule will only apply to Task Orders executed after the anniversary date and not to existing Task Orders. The Department Director may consider increases in the hourly billing rates of up to a maximum of three (3%) percent, but such increase shall not exceed the total percentage increase in the CPI over the previous three (3) years, whichever is less.

SECTION 9 – PAYMENT, PARTIAL PAYMENTS, AND RESOLUTION OF DISPUTES

For payment promptness, the County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70, et seq.

The County shall make payments to the Contractor for all milestones completed and deliverables submitted under the authorized work, and to the satisfaction of the County, to the date of the statement.

- (1) The Contractor shall submit signed invoices as instructed by the County's Project Manager.
- (2) The amount of each invoice submitted shall be the amount due for all eligible services performed to date in connection with authorized work, as certified by the Contractor. Each invoice shall include any authorized work performed during the invoice date of service, must reference the particular Task Order name and

number, and must include the invoice date, invoice number, and a list of the itemized charges. The invoice shall be accompanied by copies of invoices for reimbursable expenses.

- (3) Invoices for work other than lump sum shall include a breakdown for each part of the work billed for each item, and the personnel as identified in **Exhibit F**. Copies of all invoices paid by the Contractor for expenses shall be included with the Contractor's invoice.
- (4) The Contractor's invoice shall be submitted along with the progress report for that billing period.
- (5) County's Project Manager shall review the statement and notify the Contractor in writing within ten (10) days from receipt of the invoice if any amounts requested are disputed or lack adequate support or documentation. County shall indicate in writing what corrective action is needed and the time by which a corrected invoice should be received by the County.
- (6) 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.
- (7) The County shall remit payment in accordance with Sections 218.70 through 218.79 – Florida Statutes 'Local Government Prompt Payment Act', and Brevard County Administrative Order AO-33 "Prompt Payment of Invoices."
- (8) In the event a dispute occurs between the Contractor and the County concerning payment request or an invoice, such disagreement shall be resolved by a Dispute Committee consisting of representatives of the County Manager's Office, Purchasing Services and a representative designated by the County Manager, but not from the Natural Resources Management Department.
- (9) Proceedings to resolve any disputed invoice shall commence no later than forty-five (45) days after the date on which a payment request or proper invoice was received by the County and shall follow requirements of Florida Statutes 218.70 – 218.79. Final decision by the County shall be concluded no later than sixty (60) days after the date on which the payment request or proper invoice was received by the County.
- (10) If the dispute is resolved in favor of the County, then interest charges shall begin to accrue fifteen (15) days after the County's final decision. If the dispute is resolved in favor of the Contractor, the interest shall begin to accrue as of the original date the payment became due.
- (11) No later than thirty (30) days from acceptance by Project Manager of all the work or services covered by the submitted invoice, the County shall pay the Contractor the amount due for any undisputed work.
- (12) The County is a tax-exempt entity and shall not be charged or invoiced for the payment of taxes for work performed under this Contract.
- (13) Payment of the Final Invoice shall not constitute evidence of County's acceptance of work.
- (14) Final invoice shall be clearly marked as such in bold letters. The Final invoice shall include a report of all the payments made to the Contractor and each subcontractor under the Task Order up to date and the amount for the final invoice.
- (15) Where termination of a Task Order is a termination for convenience and not for cause any reasonable and unavoidable costs incurred due to such termination

(such as cancelling orders for equipment, materials or services) such payment shall be borne by the County.

SECTION 10 – CONTINGENT FEES

The Contractor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, individual or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage or contingent fee, gift or any other consideration, contingent upon, or resulting from award or making 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 11 – 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. Upon receipt of notification, Contractor will be provided ten (10) days in which to cure. In the event that the Contractor is unable to cure and partial payment has been made for professional services not completed or defectively performed, 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 which have been performed at the time the County declares a default. The County shall pay for that portion, if any, of the performed work which is used or useful by any other 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 Task Order.

SECTION 12 – RIGHT OF APPEAL

All services shall be performed by the Contractor to current reasonable professional standards and practices and to the reasonable requirements of the County. The County 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 County, the Contractor shall present any such objections in writing to the County and, upon request, any adverse determination shall be referred to an appeal board comprised of a representative of the Purchasing Department, County Manager's Office and another County representative designated by the County Manager 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 13 – SUCCESSORS AND ASSIGNS

The County and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract.

Neither the County nor the Contractor shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Contract without the prior written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract. Nothing contained in this Contract shall be construed as giving any rights or benefits to any person, party, or entity other than the County and the Contractor, and all duties and responsibilities undertaken pursuant to this Contract will be the sole and exclusive benefit of the County and the Contractor, and not for the benefit of any other party.

SECTION 14 – TERMINATION/MODIFICATION OF CONTRACT

In the event the Contractor violates the provisions of this Contract, or otherwise fails to comply with any provisions of this Contract or if the progress or quality of the work is unsatisfactory, Director or designee may serve written notice to Contractor and if Contractor fails within a period of ten (10) calendar days to correct such failure, County may terminate this Contract upon thirty (30) days written notice to Contractor. Upon termination, Contractor shall immediately cease performance of this Contract and shall deliver to County all completed or partially completed work including but not limited to all original papers, records, drawings, models, and other materials set forth and described in this Contract, within thirty (30) calendar days of the termination date established in the written Notice.

The Contractor may terminate this Contract for any reason upon thirty (30) days written notice, provided that any outstanding approved Task Order is completed by the Contractor.

In the event of termination by the County, the County's sole obligation to the Contractor shall be payment for those portions of satisfactorily and completely performed work previously authorized by approved Task Order shall be determined on the basis of the 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.

In the event of any form of claim, dispute, or controversy by or between the parties to this Contract, the parties expressly and unequivocally agree to engage in good faith efforts to meet in person to resolve any and all such differences. Absent such informal resolution of any/all such dispute(s), the parties expressly agree to engage in pre-suit mediation in accordance with the applicable rules of procedure for such mediation as may be in force in the Judicial Circuit Courts in Brevard County.

The terms of this Contract may be modified upon the mutual agreement of the Contractor and the County as confirmed in writing.

In the event that the Contractor changes its name, merges with another company, becomes a subsidiary or makes other substantial change in structure or in the principals or project managers of the Contractor, the County reserves the right to terminate this Contract subject to the terms prescribed above.

In the event of termination of this Contract the Contractor agrees to surrender any and all documents prepared by the Contractor for the County in connection with this Contract, of which, the County shall have full ownership thereof, Contractor may retain copies of such documents for record purposes.

SECTION 15 – PROFESSIONAL STAFF, LICENSING AND SUBCONTRACTING

Contractor was selected in part because on the basis of staff employed by the Contractor as identified in the Request for Qualifications (RFQ) submittal provided by the Contractor. The Contractor agrees that the persons identified in said document shall not be removed for the project without prior written approval by the County.

Contractor shall notify County in the event of key personnel changes which might affect this Contract. Notification shall be made within ten (10) days prior to the changes. Any such request shall be supported by comprehensive documents outlining the reason(s) for the proposed substitution and include the specific qualifications of the proposed substitute. County has the right to reject proposed changes in key personnel. Further, County, in lieu of approving a substitution, may initiate other actions under the Contract, including termination.

Contractor shall at all times during the term of this Contract at its own cost and expense, maintain such licenses as are required for the performance of work referenced herein by this Contract.

Contractor shall maintain an adequate and competent staff of professional engineers and/or architects licensed within the State of Florida.

The Contractor shall not sub-contract, assign, or transfer any work under this Contract

without the prior written approval of the County. When applicable, the Contractor shall cause the names of any sub-contracted firms responsible for major portions (or separate specialty) of the work to be inserted in the pertinent documents or data. Such written consent includes the approval of a Task Order issued by the County provided the fee proposal for that Task Order indicates the use of such Sub-contractor.

Approval by County of any Sub-contractor for any work shall not relieve Contractor of any responsibility for, or liability in connection with, fulfillment of its obligations under this Contract.

SECTION 16 – OWNERSHIP OF DOCUMENTS

All documents, including but not limited to detailed reports, tracing, disks, plans, models, programs, specifications, maps, contract documents, record documents, original field survey, data notes, and other tangible work products developed by the Contractor pursuant to this Contract and any assigned Task Orders, shall be delivered to and shall become the property of the County without restrictions or limitations upon their use or distribution 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.

The Contractor shall not be liable for any damages, injury or costs associated with the County use or distribution of these documents for purposes other than those originally intended by the Contractor.

The Contractor may not reuse data or work products developed by the Contractor for the County without express written permission of the County.

Any plans which the Contractor provides under this Contract shall contain a statement that they are subject to reuse restrictions in accordance with the provisions of Section 287.055, Florida Statutes.

SECTION 17 – QUALITY CONTROL

The Contractor warrants a high level of quality control and accuracy.

The Contractor shall perform all services with the standard of care and skill ordinarily performed by like professionals performing similar work.

Contractor shall provide the County one copy of the Contractor's QA/QC program for any and all specific Task Orders prior to commencement of any work or issuance of any work. The QA/QC program shall be effective until termination of this Contract and shall address any work by a sub-contractor. The Contractor shall be responsible to submit to the County any updates or revisions to the QA/QC program.

With each major milestone submittal, the Contractor shall submit a written statement

signed by the Contractor Project Manager and Principal or the QA/QC officer specified on the Contractor's RFQ submittal, that the work being submitted was prepared in accordance with the Contractor's QA/QC program.

When necessary, the County may request additional data collection or re-analysis of data at no expense to the County. If the original data collected or data analysis is found to be accurate and reasonable, the Contractor shall be compensated for the additional work in accordance with Section 8 or Section 9 of this Contract.

The Contractor acknowledges that the County will periodically and upon completion of each Task Order, evaluate the Contractor's QA/QC program and the Contractor's performance, and that **Contractor Evaluation Forms** (see **Exhibit E**) will be used by the County as appropriate, per Brevard County Administrative Orders AO-35 and AO-45, incorporated herein by this reference, in determining the Contractor's qualifications for future assignments of Task Orders or future Contracts with the County. Copies of AO-35 and AO-45 are available on request.

SECTION 18 – NON-EXCLUSIVE CONTRACT

The parties acknowledge that this Contract is not an exclusive Contract 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 19 – TRUTH-IN-NEGOTIATIONS

In accordance with the provisions of Chapter 287.055, Florida Statutes, the Contractor agrees to execute a **Truth-In-Negotiation Certificate** (see **EXHIBIT B**) stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting; and agrees the original Contract price and any additions may be adjusted to exclude any significant sums by which the County determines that price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such Contract adjustments shall be made within one (1) year following the end of the Contract.

SECTION 20 – DISADVANTAGE BUSINESS ENTERPRISES/EQUAL OPPORTUNITY EMPLOYMENT

The Contractor shall endeavor to meet the minority business enterprise procurement goal set forth in Section 287.042, Florida Statutes.

During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, sex, age religion, ancestry, handicap, marital status or national origin. The Contractor will take affirmative

action to ensure that applicants are employed, and that employees are treated during employment, without regard of race, color, sex, age religion, ancestry, handicap, marital status or national origin.

SECTION 21 – INTEREST OF COMMISSIONERS AND OTHERS

No officers, members, or employees of the County, and no members of its governing body, and no other public official of the governing body of the locality or localities in which services for the facilities are situated or carried out, who exercises any functions or responsibilities in the review or approval of 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 22 – 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 23 – ENTIRETY OF CONTRACT

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

This Contract supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the County and the Contractor pertaining to services whether written or oral.

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

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

SECTION 24 - 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 Contract, where such claim, damage, loss, or expense is caused, in whole or in part, by

the act or omission of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by in part by a party indemnified thereunder. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial contractor, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

SECTION 25 - MODIFICATIONS TO CONTRACT

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

SECTION 26 - INSURANCE

The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Contract:

- (a) **Workers' Compensation and Employer's Liability:** Workers' Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage.

Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all Subcontractors shall provide evidence of United States Longshoremen's and Harbor Worker's (USL&H) coverage and contingent coverage of Jones Act (marine Employers Liability) in compliance with federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, vendor or supplier.

- (b) **Comprehensive General Liability:** Including but not limited to bodily injury, property damage, and personal injury with limits of not less than \$1,000,000 combined single limit per occurrence to include coverage for Products and Completed Operations, Personal Injury, Contractual Liability, "X-C-U" hazards, and Errors and Omissions incurred under this Contract.
- (c) **Automobile Liability:** including coverage for bodily injury and property damage for all owned, hired and non-owned automobiles with limits of not less than \$1,000,000 combined single limit per accident.
- (d) **Professional Liability Insurance:** For errors and omissions in the amounts of \$1,000,000 per claim.
- (e) **Insurance Certificates:** Prior to the commencement of any work, 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. The

Automobile Liability and General Liability policies shall provide that the County be endorsed as 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.

SECTION 27 - ATTORNEY'S FEES

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

SECTION 28 - GOVERNING LAW

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

SECTION 29 - COMPLIANCE WITH STATUTES

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

SECTION 30 - VENUE

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

SECTION 31 - 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.

SECTION 32 - Employment Eligibility Verification (E-Verify)

(a) The Contractor:

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

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

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

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

(c) A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E verify program, the contractor hires or employs a person who is not eligible for employment.

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

SECTION 33 - SCRUTINIZED COMPANIES

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 Contract at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel during the term of this Contract

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

Pursuant to Section 287.135, F.S., the County may immediately terminate this Contract at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the contract.

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

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

SECTION 34 - PUBLIC RECORDS ACCESS

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

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

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

i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Contract for services must be made directly to the County. If the County does not possess the requested records, the 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 a reasonable time. If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under s. 119.10, F.S.

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

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

iv. Upon completion of the Contract, the Contractor shall transfer, at no cost to the County, all public records in possession of Contractor or keep and maintain public

records required by the County to perform the services under this Contract. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the County.

(d) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: SANDRA SANZGARCIA AT 321-633-2016 SANDRA.SANZGARCIA@BREVARDFL.GOV or at the mailing address below:

Natural Resources Management Department
2725 Judge Fran Jamieson Way, Suite A-219
Melbourne, FL 3294017.

SECTION 35 - RIGHT TO AUDIT RECORDS

In 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. All documents, papers, books, records and accounts made or received by the Contractor in conjunction with the Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the Contractor for a period of five (5) years after termination of this Contract, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) Florida Statutes.

SECTION 36 - 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 vendor's intentional employment of unauthorized aliens as grounds for immediate termination of this Contract.

SECTION 37 - FEDERAL TAX ID NUMBER

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

SECTION 38 - EMPLOYMENT

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

SECTION 39 - PUBLIC ENTITY CRIMES

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

SECTION 40 - CONSTRUCTION OF CONTRACT

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

SECTION 41 - NOTICE

Notice under this Contract shall be given by certified mail or hand delivery as follows:

Brevard County Natural Resources Management Department
2725 Judge Fran Jamieson Way, Suite A-219
Viera, FL 32940

and Notice shall be given to the Contractor by certified mail or hand delivery as follows:

SECTION 42 - SURVIVABILITY:

Contractor's obligations pursuant to Sections 4a, 16, 21, 23, 24, 27, 28, 30, 34 and 35 shall survive the termination or expiration of this Contract, and said paragraphs shall remain in full force and effect notwithstanding such termination or expiration.

SECTION 43 - USE BY OTHER GOVERNMENTAL ORGANIZATIONS:

Should another governmental organization in the State of Florida desire one or more of the herein described services through the cooperative use of this Contract, the Contractor may provide such service(s) to such organization for the same fees outlined in this Contract. Notwithstanding any provision to the contrary, the County shall not be responsible for the provision of staff or the costs of such services. Any other governmental organization shall be responsible for execution of its own requirements with the Contractor. Such cooperative use of this Contract by another governmental agency shall not be entered into without written consent of the.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by its duly authorized representatives, effective as of the date on which the last of the parties hereto executes this Contract.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA



Scott Ellis, Clerk

By:



Bryan Lober, Chair

Date signed:



January 28, 2020

As approved by Board on: August 14, 2018

Reviewed for legal form and content by:



Christine Valliere, Assistant County Attorney

DREDGING & SEDIMENT REMOVAL CONSULTING SERVICES CONTRACT

CONTRACTOR

By: **Mark C. Diblin**

Digitally signed by Mark C. Diblin
DN: cn=Mark C. Diblin, o=Wood, ou,
email=mark.diblin@woodplc.com, c=US
Date: 2020.01.10 08:40:14 -05'00'

Signature

Date: **1-10-20**

Mark C. Diblin, Vice President

Name & Title, Typed or Printed

Wood Environment & Infrastructure Solutions, Inc.

Name of Company, Corp., etc.

6256 Greenland Road

Mailing Address

Jacksonville, FL 32258

City, State, Zip

904-396-5172

Area Code/Telephone Number

SEAL

ATTEST:

Signature

Name & Title, Type

EXHIBIT B

TRUTH-IN-NEGOTIATION CERTIFICATE

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

CONTRACTOR:

Company:

By:

Print Name

Title:

Date:

EXHIBIT C

WRITTEN NOTIFICATION OF CONTRACT RENEWAL

NOTICE is hereby given to _____ by the Board of County Commissioners of Brevard County, Florida, this _____ day of _____, 20____, that the Contract previously entered into by and between _____ and the Board of County Commissioners of Brevard County, Florida, under Contract No. _____, dated the __ day of _____, 20____, shall be renewed, pursuant to the notification provisions set forth therein, for an additional period of one year, until the __, day of _____, 20____, under the same terms and conditions otherwise expressed therein.

The original Contract provided for renewal of the Contract no more than twice)for a period of one (1) years for each renewal. This is the (first/second) renewal.

EXECUTED ON BEHALF OF THE
BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY FLORIDA

By: _____
(Name), Director
Natural Resources Management Department
_____, 20____

Authorized Signature:

By: _____
(Name and Title)
_____, 20____

EXHIBIT D

DELIVERABLE FORMATS

Approved Hard Copy Formats for Deliverables

Deliverable	Acceptable Formats
Spreadsheets, Databases, & Misc. Documents	8.5"x11", 8.5"x14", and/or 11"x17"
Signed & Sealed Plans and Reports	8.5"x11", 8.5"x14", 11"x17", and/or 24"x36"
Hydrologic Models*	8.5"x11", 8.5"x14", and/or 11"x17"
Plans, Maps, and GIS Maps & Models	11"x17" and/or 24"x36"
Photographs, raster images, etc.	8.5"x11", 8.5"x14", 11"x17", and/or 24"x36"

* A hard copy of all input data as well as relevant output data shall be included in final submittals.

Approved Digital Formats for Deliverables

Deliverable	Acceptable Formats
Spreadsheets, Databases, & Misc. Documents	Standard Microsoft® Office**
Signed & Sealed Plans and Reports	PDF**
Reports	Searchable PDF**
Plans and Maps	Base Version AutoCad® (layers shall be named in a representative fashion, not numbered).
GIS Maps & Models	Shapefiles and/or standard ESRI® format.
Photographs, raster images, etc.	TIFF, JPEG at not less than 400 dpi at the planned print size unless the original is at a lower resolution. Exception: Photographs embedded in reports may be at 300 dpi**
Scanned Documents and Images	PDF or TIFF – not less than 400 dpi and in color unless original is black and white**

* Alternative modeling formats may be approved on a case-by-case basis if sufficient cause can be shown for modification of the County standard. However, the burden shall be on the Contractor to show that the benefit outweighs the cost of not using a model which may be combined with other County models.

** All documents provided in digital format must comply with Sec 508 of the Rehabilitation Act and Sec 255 of the Communication Act.

Additional Requirements:

- (1) All files must be unlocked and without password requirements.

- (2) All linked document, shape files, raster images, drawings, databases, etc. shall accompany the deliverables.
- (3) All supporting plans, maps, models, and spreadsheets, shall be included in the deliverables submitted to the County.
- (4) All linked and supporting documentation shall meet the same deliverable requirements as the primary deliverable.
- (5) In the event program extensions are utilized to produce the major deliverable, those program extensions shall be provided to the County.
- (6) Elevations shall be in the NAVD '88 datum.
- (7) Horizontal coordinates shall be NAD '83.

EXHIBIT E
CONTRACTOR EVALUATION FORMS

POST PROJECT CONTRACTOR EVALUATION DESIGN/ASSESSMENT PHASE (I)

This evaluation form shall be utilized as a performance evaluation (Project Design/Assessment Phase) for an architect, engineer, consultant, or surveyor acquired through the Competitive Consultants Negotiations Act, Florida Statutes 287.055.

1. Immediately after a project Phase is completed (no later than 30 days), key people from the County's staff independently complete this evaluation form, then meet to discuss and reach a consensus on a composite evaluation.
2. When a consensus is achieved, a copy of the evaluation is sent to the contractor and a meeting scheduled with him, if needed, to discuss the various points of the evaluation.
3. This discussion must be candid and without rancor. The County must be open to allowing the contractor to explain extenuating circumstances which may have contributed to any apparent poor showing. Similarly, the contractor must accept responsibility if the services provided fell short in any areas.
4. Subject to any changes, the evaluation form is signed in the space provided for the County.
5. A copy is given to the contractor, a copy is placed in the County's project file, and a copy is forwarded to the Purchasing Services office for corporate retention.

Name of Contractor _____

Project Name _____

Project # _____

Project Location _____

#	Criteria	Excellent	Good	Fair	Poor
1	Did the Contractor meet or exceed major desired schedule milestones in the Contract?	1	2	3	4
2	Did the Contractor design/assessment provided had a realistic budget and was the budget met?	1	2	3	4
3	How would you rate the overall performance of the Contractor in regard to the Design/Assessment Phase (includes Project Design Development, Assessment Documents), and the interface and understanding of the customer's requirements and project goals and objectives?	1	2	3	4
4	Were staff requests/changes/comments/direction, expeditiously followed and adequately addressed?	1	2	3	4

#	Criteria	Excellent	Good	Fair	Poor
5	What was your general impression as to the quality of the drawings & specifications, reports/assessments, if applicable? (Include errors & omissions, details, completeness, clarity of conclusions and recommendations.)	1	2	3	4
6	What is your general impression as to the talent of this firm and its consultants? What is your impression of the documentation prepared by the firm?	1	2	3	4
8	What is your general overall impression of the Contractor's ability to perform on similar projects that have a tight budget and tight schedule?	1	2	3	4
9	Would you hire this firm again or recommend this firm to others?	1	2	3	4
10	Did the Contractor assign the people to your project who were named in the project team?	1	2	3	4

COMMENTS:

Project Manager Signature: _____

Date: _

Department/Office Director Signature _____

Date: _

POST PROJECT CONTRACTOR EVALUATION CONSTRUCTION PHASE (II)

This evaluation form shall be utilized as a performance evaluation (Construction Phase) for an architect, engineer, or surveyor acquired through the Competitive Consultants Negotiations Act, Florida Statutes 287.055.

1. Immediately after a project Phase is completed (no later than 30 days) key people from the Owner's staff independently complete this evaluation form, then meet to discuss and reach a consensus on a composite evaluation.
2. When a consensus is achieved, a copy of the evaluation is sent to the contractor and a meeting scheduled with him, if needed, to discuss the various points of the evaluation.
3. This discussion must be candid and without rancor. The Owner must be open to allowing the contractor to explain extenuating circumstances which may have contributed to any apparent poor showing. Similarly, the contractor must accept responsibility if his services fell short in any areas.
4. Subject to any changes, the evaluation form is signed in the space provided for the Owner.
5. A copy is given to the contractor, a copy is placed in the Owner's project file, and a copy is forwarded to the Purchasing Services office for corporate retention.

Name of Contractor _____

Project Name _____

Project # _____

Project Location _____

#	Criteria	Excellent	Good	Fair	Poor
1	How would you rate the overall performance of the Contractor in regard to Bidding and overall Construction Administration Phase?	1	2	3	4
2	Were you satisfied with field observation and inspections provided by the Contractor? Were field problems identified and handled expeditiously?	1	2	3	4
3	Was there any evidence of material substitutions beyond those called for in the specifications? If an "approved equal" was accepted, was a credit passed on to the Owner?	1	2	3	4
4	What was your general impression as to the quality of the drawings & specifications, if applicable? Include errors & omissions, drawing detail clarity and specification clarity.	1	2	3	4

#	Criteria	Excellent	Good	Fair	Poor
5	Were shop drawings reviewed expeditiously and completely? Any problems or commendations you can cite?	1	2	3	4
6	Now that you have had some experience with the project, does its operation and use meet your original expectations before it was designed and constructed? What do you like about the project? What would you change if you could?	1	2	3	4
8	What is your general overall impression of the Contractor's ability to perform on major programs that have a tight budget and tight schedule?	1	2	3	4

COMMENTS:

Project Manager Signature: _____

Date: _

Department/Office Director Signature _____

Date: _

CONTRACTOR'S PERFORMANCE EVALUATION

Date of Evaluation: _____

Company Name:	Project Name:
Address:	Location:
Telephone No:	
Facsimile No:	Project Architect:

Project Manager:	Original Contract Amount:
Project Supt:	Change Order Amount:
Original Contract Duration:	Final Contract Amount:
Final Contract Duration:	
Contractual Date of Substantial Completion:	
Actual Date of Substantial Completion:	
Contractual Date of Final Completion:	
Actual Date of Final Completion:	
Scope of Work: (systems, structure, square footage, etc.)	

5=Excellent 4=Good 3=Average 2=Below Avg 1=Unacceptable

Criteria	5	4	3	2	1
Substantial Completion - Ahead/Behind Schedule ± _____ (calendar days)					
Final Completion - Ahead/Behind Schedule ± _____ (calendar days)					
As-Built Documents:					
a) Quality					
b) Timeliness in relationship to Substantial Completion ± _____ (calendar days)					
Owner/Maintenance Manuals:					
a) Quality					
b) Timeliness in relationship to Substantial Completion ± _____ (calendar days)					
Punch List: Timeliness of Substantial Completion ± _____ (calendar days)					

Criteria	5	4	3	2	1
Quality of Work (based upon deficiencies during construction & punch list)					
Change Orders:					
a) Timeliness of Pricing					
b) Timeliness of Execution					
c) Quality/Detail of Pricing					
d) Claims (Quantity)					
Payments:					
a) Timeliness of Submission					
b) Invoicing/Waiver Processing					
c) Payments to Suppliers (partial Release of Liens)					
d) Payment Claims from Suppliers (final Release of Liens)					
Conformance to Plans and Specifications					
Conformance to Plans and Specifications					
Project Supervision					
Housekeeping					
Safety					
Code Compliance (red tags)					
Timeliness of Correspondence and Response to Notice					

Special Problems and/or Comments:

Would you recommend using this Company again? If no, why?

Name & Title of person performing this Evaluation:

Name

Title

Signature of person performing this Evaluation:

Department/Division Director's Signature:

EXHIBIT F

BILLING RATE SCHEDULE

The Contractor and the County agree to the Billing Rate Schedule below, for the job category and services listed. As stated in this Contract, specific project engagements will be provided in a Task Order issued the County to the Contractor. The parties agree that fees and rates shall not exceed those listed below.

The maximum hourly rate the Contractor may charge is as follows:

Position Title	Wood Hourly Rates
Principal	\$210.00
Project Manager	\$194.00
Assistant Project Manager	\$153.00
Engineer I	\$92.00
Engineer II	\$119.00
Engineer III	\$135.00
Staff Professional	\$90.00
SR CADD Analyst	\$103.00
CADD Technician	\$86.00
SR GIS Analyst	\$117.00
GIS Technician	\$90.00
Hydrographic Survey Crew 2 person	\$198.00
Hydrographic Survey Crew 3 person	\$245.00
Survey Crew 2-person	\$135.00
Survey Crew 3-person	\$172.00
Sr Environmental Scientist	\$146.00
Jr. Environmental Scientist	\$103.00
Scientific Field Technician	\$77.00
Construction Administrator	\$129.00
Construction Inspector	\$108.00
Field Crew – 2 person	\$145.00
Field Crew – 3 person	\$192.00
Administrative Support	\$65.00
Expert Testimony	\$278.00
Grant Coordinator	\$135.00

COMPOSITE EXHIBIT G
BREVARD COUNTY POLICY BCC-29 TRAVEL
AND
BREVARD COUNTY ADMINISTRATIVE ORDER AO-21 TRAVEL



BOARD OF COUNTY COMMISSIONERS

POLICY

TITLE: TRAVEL

NUMBER: BCC-29
CANCELS 09/16/2014
APPROVED: 10/10/2017
ORIGINATOR: County Manager
REVIEW: 10/10/2020

I. OBJECTIVE

To prescribe Board policy for the reimbursement of authorized travelers' expenses incurred during the performance of their official duties.

II. DEFINITIONS AND REFERENCES

A. Section 112.061, Florida Statutes - Per diem and traveling expenses of public officers, employees, and authorized persons.

B. Administrative Order AO-21, Travel

III. DIRECTIVES

A. Travel reimbursement criteria shall be in accordance with Section 112.061, Florida Statutes.

B. Monthly allowances for travel in fixed amounts must be approved by the Board of County Commissioners.

C. Pursuant to the Board's adoption of Ordinance 2017-21, Code of Ordinances of Brevard County, all commissioners shall be subject to the travel procedures outlined in Brevard County Administrative Order 21 (AO-21). See Section 8 of Ordinance 2017-21.

IV. RESERVATION OF AUTHORITY

The authority to issue or revise this Policy is reserved to the Board of County Commissioners.

ATTEST:

Scott Ellis, Clerk

Curt Smith, Chairman

Approved by the Board on 10/10/2017



BOARD OF COUNTY COMMISSIONERS

ADMINISTRATIVE ORDER

Title: TRAVEL

Number: AO-21

Cancels: 10/24/2017

Approved: 06/12/2018

Originator: County Manager

Review: 06/12/2021

I. PURPOSE AND SCOPE

To implement Board Policy BCC-29 and provide instructions for a traveler's reimbursement of expenses incurred during authorized travel on County business and provide instructions for processing the reimbursement of expenses.

II. DEFINITIONS

- A. Appointing Authority – County Officer, County Manager, Assistant County Manager, Department and Office Directors.
- B. Authorized Representative – A person, other than a County officer or employee, authorized by the Board of County Commissioners or the County Manager to contribute time and services as a consultant or as a candidate for an executive or professional position.
- C. Class A Travel – Continuous travel of 24 hours or more away from official headquarters.
- D. Class B Travel – Continuous travel of less than 24 hours which requires overnight absence from official headquarters.
- E. Class C Travel – Short or day trips where the traveler is not away from his/her or her official headquarters overnight.
- F. Common Carrier – Train, bus, commercial airlines, or rental cars of an established rental car firm.
- G. County Officer – Elected or appointed by the Governor to hold the office of County Commissioner for Brevard County.
- H. Official Headquarters – The city or town in which the individual's office is

located. In the event a person is located in the field, the official headquarters is the city or town designated by the agency nearest to the area where the majority of the official business is conducted.

- I. Traveler – A County officer, employee or other authorized representative on official County Business.

III. REFERENCES

- A. Section 112.061, Florida Statutes – Per Diem and traveling expenses of public officers, employees and authorized persons.
- B. Section 1-138, Code of Laws and Ordinances, Brevard County, Florida - Brevard County Merit System Rules and Regulations – Board personnel rules and regulations.
- C. Code of Ordinances 2017-21, Section 8 providing approval process for use of county funds for out-of-state travel; that County Commissioners are subject to the County's Administrative Order, Travel AO-21.
- D. Policy BCC-29, Travel
- E. Form BCC-7, Travel Expense Report (TER)
- F. Form BCC-8, Travel Request

IV. TRANSPORTATION REQUIREMENTS

A. MODE DETERMINATION

The most economical method of travel shall be used for each trip. The conditions, which shall determine the method of travel, include the nature of business, value of time of the traveler, impact of productivity of the traveler, cost of transportation and per diem or subsistence required, the number of travelers, and amount of equipment or material to be transported.

B. ROUTES OF TRAVEL

All travel must be by a usually traveled route. Any extra costs incurred by a traveler using an indirect route for his/her own convenience shall be the responsibility of the traveler.

C. ALLOWABLE METHODS

1. Common Carrier

- a. An airplane ticket for authorized travel is authorized at the lowest available (coach) rate, taking advantage of early reservation discounts wherever possible. The purchase of a ticket through a

travel agent shall be deemed to be at the lowest available rate, and includes reimbursement of any associated service fees.

- b. Car rentals available through State contract may be arranged in advance. Travelers should contact Central Services for specific details and necessary forms.

2. County Vehicles

- a. Requests for use of a County vehicle for Class A and B travel shall require approval of the Appointing Authority or designee, in the absence of the Appointing Authority, and will include written justification. County vehicles specially designed and equipped to perform a public service such as emergency response or large vehicles shall travel outside Brevard County only when providing a service within the scope of their purpose.
- b. When more than one traveler is scheduled to travel from one location to the same destination, only one vehicle, when practical, shall be authorized.
- c. Employees are encouraged to contact Central Fleet for the use of a pool vehicle.

3. Privately Owned Vehicles

- a. Privately owned vehicles may be utilized for official business, if authorized by the responsible Appointing Authority.

V. **PER DIEM AND SUBSISTENCE**

A. APPROVAL TO INCUR CLASS A AND B TRAVEL

Class A and B travel, not approved by the Board as part of the annual budget or travel that exceeds the Board's approved budget amount by more than 20 percent, shall be approved by Board prior to travel. A completed Travel Request form with written justification must be submitted and approved by the County Manager or designee. The County Manager will process the request for Board approval through the Bill Folder.

However, if the departure date is prior to the next regularly scheduled Board Meeting, the County Manager may approve the travel if the trip is determined to be in the best interest of the County. The County Manager will process for subsequent Board approval through the Bill Folder.

Travel approved by the Board as part of the annual budget approval process does not require subsequent Board approval or approval by the County Manager. A completed Travel Request form with written justification must be submitted and approved by the Appointing Authority or designee, in the

absence of the Appointing Authority. Copy of A and B summary must accompany Travel Request form and be clearly marked which trip department is using.

Class A and B travel approved by the Board as part of the annual budget process requires submittal to the County Manager or designee who shall submit to County Finance for approval/payment if:

1. Travel approved in budget is being substituted by travel that was not included in the budget approval process, or
2. When a trip is classified as Class C, but the employee chooses to stay overnight at their own expense it becomes A and B travel, or
3. A County Commissioner's or their Office staff travel.

The County Manager may approve advance payment or reimbursement of Class A, B, and C travel expenses for employment candidates, recommended by an Appointing Authority.

Class A and B travel must be submitted on a Travel Request Form any time an employee is on official business. All Travel Request Forms must be submitted to the Finance Department prior to start of travel regardless if advances are requested.

B. APPROVAL TO INCUR CLASS C TRAVEL

All Travel Expense Reports for Class C travel shall be approved by the Appointing Authority or designee with require receipts and submitted to the Finance Department.

Travel Expense Reports for Class C travel for a County Commissioner or their staff shall be submitted to the County Manager or designee along with required receipts and who shall submit to the Finance Department.

C. ELIGIBILITY CRITERIA

Class A and B travel shall include any assignment on official business away from the traveler's official headquarters when it is considered reasonable and necessary to stay overnight and for which travel expenses are approved. The time, for purposes of reimbursement, is calculated as follows:

1. The travel day for Class A travel shall be a calendar day beginning at midnight and consisting of four 6-hour quarters. Per Diem will not be paid for any quarter unless a traveler departs on or before midpoint of the quarter or returns on or after midpoint of the quarter.
2. The travel for Class B is based on 6-hour cycles beginning at the hour of departure and ending at the hour of return. The "Midpoint" references for Class A travel controls the per diem on the return 6-hour cycle.

D. RATES OF REIMBURSEMENT

Class A and B travelers, when traveling within or outside the State to conduct official business, may select either of the following options for reimbursement.

1. Per Diem allowed up to \$80 for a 24-hour period. This includes lodging and meals only.
2. Lodging at the actual cost for lowest available single occupancy room rate to be substantiated by paid bills.
3. Every attempt should be made to reduce the cost of lodging, such as requesting the government rate, membership, or conference discounts, room sharing when appropriate, etc. Receipts are not required to be submitted for the employee to receive reimbursement for meals in an amount not to exceed the following rates for authorized meals:
 - a) Breakfast - \$6.00 is authorized when a traveler is on travel status prior to 6:00 a.m. and extending beyond 8:00 a.m.
 - b) Lunch - \$11.00 is authorized when a traveler is on travel status prior to 12:00 noon and extending beyond 2:00 p.m.
 - c) Dinner - \$19.00 is authorized when a traveler is on travel status prior to 6:00 p.m. and extending beyond 8:00 p.m.

Meals for Class C travelers may be reimbursable at authorized rates specified in IV.D.1 when the meal is integrally associated with the Class C travel requirement and is clearly considered to be a public purpose. Class C Meals consumed within the boundaries of Brevard County will not routinely be eligible for reimbursement unless the employee is restricted in meal options and incurs an involuntary financial hardship.

Travel Expense Reports, which include Class C meals, must have authorization from the Appointing Authority or designee, in the absence of the Appointing Authority, before they are submitted to the Finance Department for processing.

Class C meals are subject to Federal and employment taxes and shall be reported on the employee's W-2 form as taxable income.

An individual who claims Class C meals within the scope of their official duties and the travel is not related to a registration does not need to complete a Travel Request. The Appointing Authority will be responsible for ensuring that employees comply with this procedure.

E. MONETARY ADVANCES PRIOR TO TRAVEL

Monetary advances may be granted if absolutely necessary. The requirements for processing monetary advances are as follows:

1. A properly approved Travel Request form must be received in the Finance Department at least fifteen (15) working days prior to when the warrant (check) is required;
2. Travel advances to the traveler will only be issued upon request and generally only if estimated expenses (i.e. meals, tolls, parking, mileage, etc.) exceed \$100.00. The advance and determination of the actual amount must be approved by the Appointing Authority or designee, in the absence of the Appointing Authority.
3. If an advance is granted, the traveler must submit the Travel Expense Report within ten (10) working days of the scheduled return date. Failure to file a Travel Expense Report within 10 days following the traveler's return results in notification to the employee's Appointing Authority of the delinquency. If, after 20 days following the traveler's return, the Travel Expense has not been submitted, notification will be made to the County Manager or designee who may suspend travel advance privileges for the entire Department/Office until such time that a proper Travel Expense Report is received.
4. The traveler is responsible for returning any overpayment of monetary advances, if applicable, within ten (10) working days following the return date.

F. ADVANCE PAYMENTS

1. If advance payment for a registration fee or lodging expenses is required, all pertinent information (i.e., required payment date, name and address for submittal of advance payment and room rate) shall be inserted in the Travel Request Form, and supporting documentation provided, including a copy of the hotel confirmation.
2. All requests for advances must be received in the Finance Department fifteen (15) working days prior to when warrant (check) is required.
3. If the Travel Request is not submitted in time (15 working days prior to the deadline) to take advantage of any early registration discounts, the late registration amount will be paid, unless the Department/Office indicates on the Travel Request that the vendor will accept the lower amount.
4. It is the responsibility of the individual and department to obtain a refund (from agents, airlines, etc.) for all pre-payments and advances for airline, registration, etc., if the trip is canceled. All refunds must be

forwarded to the Finance Department after receipt.

5. If an advance payment is granted, the traveler must submit the Travel Expense within ten (10) working days of the return date.
6. Purchasing Card – Individuals are required to have an approved Travel Request prior to using the purchasing card for travel expenses (registration, lodging, airline, etc.). Authorization to purchase meals during Class A and B travel must have prior approval of the County Manager or designee. Meals during Class C travel should not be placed on the purchasing card. If purchasing card is used a copy of the approved Travel Request must accompany the purchasing card reconciliation report when submitted to Finance.

V. TRAVELERS EXPENSE REIMBURSEMENT REQUIREMENTS

- A. All requests for reimbursement of travel expenses must be itemized on the Travel Expense Report (BCC-7). For Class A and B this would include all advance payments. All expenses charged on the purchasing card must be listed on the TER. Class A or B Travel reimbursement requests must be submitted on a separate BCC-7 form (i.e., Class A and B travel may not be commingled with Class C travel on any report).
- B. All Travel Expense Reports shall be approved by the Appointing Authority or designee, in the absence of the Appointing Authority, and submitted to the Finance Department with required receipts. The authorizing signature cannot be a subordinate of the traveler. Class C travel should be submitted at least quarterly. All travel for the prior fiscal year should be submitted by the end of October to be charged properly.
- C. The Finance Department will determine the accuracy of the report and will return any items that are determined to be ineligible in accordance with this Administrative Order to the Appointing Authority.
- D. Specific instructions for completion of a Travel Expense Report for reimbursement consideration are provided below in subparagraphs 1 through 3 as follows:
 1. Mileage for Privately-Owned Vehicle
 - a. Allowable mileage:
 - 1) Only the mileage determined to be for official business is eligible for reimbursement. The rate of mileage reimbursement is tied to the annual Internal Revenue Service (IRS) mileage reimbursement rate. This rate is updated periodically by the IRS. The Finance Department will update the mileage reimburse rate on the "Travel Expense Report."
 - 2) When an authorized person is required to report to an initial

work location other than their official work location, mileage is allowed only in an amount equal to the difference between the distance from residence to initial work site and the distance from residence to the official work location. If the distance to initial work location is less than the official distance traveled to authorized persons' official work location, then no mileage is allowed.

- 3) Mileage for travel to a residence from the last work location other than the official work location is allowed only in an amount equal to the difference between the distance from the last work location to residence and the distance from official work location to residence. If the distance from the last work location is less than the distance ordinarily traveled, then no reimbursement for mileage is allowable.
 - 4) Those employees working on an emergency basis or special work assignment, as defined and approved by their Department or Office Director, shall be allowed mileage reimbursement when traveling from their residence to an assigned work or task location and when returning to their residence after completion of assignment.
- b. An entry shall be listed for each point of origin to point of destination. Travelers shall indicate the city of origin/destination.
 - c. The specific purpose of every entry shall be stated.
 - d. If reimbursement is claimed for meals or per diem, the time of departure and return shall be shown.
 - e. In-County Mileage – Any mileage traveled within the County shall be shown in the "Map Mileage Claimed" column.
 - f. Out-of-County Mileage – Any mileage traveled to an out-of-County destination shall be shown in the "Map Mileage Claimed" column.
 - g. Traveler and Appointing Authority or designee, in the absence of the Appointing Authority, must sign certification statement on all Travel Expense Reports. The authorizing signature cannot be a subordinate of the traveler. Travel Expense Reports must be typed or completed in blue or black ink and legible.
 - h. A copy of a MapQuest (or similar service) printout verifying the miles of travel requested for reimbursement must be submitted with the travel expense report form as supporting

documentation. However, if there are locations frequently traveled, a mileage matrix may be developed to these locations and submitted to the Finance Department for approval. If the Finance Department approves the mileage matrix, a copy of matrix must be submitted with the travel expense report form as supporting documentation.

2. Incidental Expenses

- a. The following expenses shall be authorized for reimbursement when incurred while on travel status:
 - 1) Taxi and ferry fares
 - 2) Tolls
 - 3) Storage and parking fees
 - 4) Official communications
 - 5) Convention registration fees
 - 6) Fuel for County vehicle if County credit card is not used
 - 7) Private Cellular Telephone
- b. The amount and type of incidental expenses shall be listed on the report under the "Incidental Expenses" column.
- c. A substantiated paid receipt for each expense must accompany the report for reimbursement.

3. Class A and B Expenses

- a. The time of departure and time of return must be shown for all travel.
- b. If the travel is complimentary, the abbreviation "Comp" shall be inserted in the "Map Mileage Claimed" column.
- c. If a County vehicle is used for travel, "CV" shall be inserted in the "Map Mileage Claimed" column.
- d. If a common carrier is the mode of travel, the initial of the common carrier shall be inserted in the "Map Mileage Claimed" column. Receipts must accompany the report.
- e. If a private vehicle was used, the mileage must be shown on the report as specified for mileage for a privately owned automobile.
- f. If single occupancy lodging and meals, or per diem is claimed, the amounts claimed shall be itemized in the "Per Diem, Meals, Lodging" column. Itemized receipts for lodging (includes expenses paid in advance) must accompany each report for any Class A or B travel reimbursement.

E. FRAUDULENT CLAIMS

1. Any traveler requesting reimbursement for false or fraudulent travel expenses is subject to legal prosecution and/or discipline in accordance with the Brevard County Merit System rules and regulations.
2. All travelers requesting reimbursement shall certify that the statement of travel expenses are true and correct and incurred in the conduct of County business for a public purpose authorized by law.
3. Travel and/or reimbursement for the following are not authorized:
 - a. Any meals or lodging included in a convention registration fee;
 - b. Transportation or mileage when gratuitously transported or when transported by another traveler who is entitled to mileage or transportation;
 - c. Expenses incurred using an indirect route for convenience of the traveler;
 - d. Travel for the purpose of job placement activities;
 - e. Expenses for tips.
4. Travel Requests submitted after the fact will be submitted to the Board for approval.

F. HOTEL ACCOMMODATIONS

1. Hotel name and daily rate along with a copy of the confirmation will be submitted in advance on the Travel Request (Form BCC-8) for pre-approval by the appropriate Appointing Authority or designee, in the absence of the Appointing Authority.
2. Only hotel rates that are considered as reasonable for the locale will be approved.
3. Any meals included with lodging fee will not be paid. This does not include meals such as a continental breakfast.

G. RENTAL CARS

1. Rental car requests, including car size, will be submitted in advance on the Travel Request (Form BCC-8) for pre-approval by the appropriate Appointing Authority or designee, in the absence of the Appointing Authority.
2. Rental car size will be dependent on the number of travelers utilizing the vehicle.
 - a. One (1) to two (2) traveler(s) – compact car.
 - b. Three (3) to four (4) travelers – mid-size car.
 - c. Five (5) or more travelers – van.

H. TRAVEL REWARDS PROGRAMS

1. Frequent Flyer Miles (FFM) or hotel rewards received by employees in connection with official travel are due to the County and may not be retained by the employee. When traveling for County business and a travel rewards program is available, the employee shall sign up for the program to retain employee FFM and/or a company bonus program miles, or hotel credits to retain on behalf of the County.
2. The reward miles or credit shall be the property of the County both when the County directly pays for the travel or lodging and when the employee pays for the travel and lodging and is reimbursed by the County.

VI. RESERVATION OF AUTHORITY

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

 6/12/18
Frank Abbate, County Manager Date