



SCHOOL BOARD OF BREVARD COUNTY
 OFFICE OF PURCHASING SERVICES
 2700 JUDGE FRAN JAMIESON WAY
 VIERA, FL 32940-6601

RFQ #14-Q-007-KR – Continuing Contract for Environmental Engineering Services

VENDORS RECOMMENDED FOR AWARD:

| VENDOR NAME | ANNUAL AMOUNT AWARDED |
|---|-----------------------|
| AMEC Environmental & Infrastructure, Inc. | Variable |
| Conestoga-Rovers & Associates, Inc. | Variable |
| EE&G Environmental Services, LLC | Variable |

SOLICITATION SUMMARY:

| | | | |
|-----------------|--------------------|-------------------------|-------|
| Date Solicited: | September 30, 2013 | Number of Items/Groups: | N/A |
| Date Opened: | October 30, 2013 | No. Firms Solicited: | 1,117 |
| Board Approval: | May 27, 2014 | No. Firms Bidding: | 10 |

CONTRACT TERM:

The initial contract term shall commence May 28, 2014 and continue for an initial three (3) year term, with an option to renew for one (1) additional two (2) year period.

RECOMMENDATION: (Posted October 28, 2013 @ 1:09 PM)

It is the recommendation of Dane Theodore, Assistant Superintendent of Facilities Services, Joseph Ranaldi, Director of Planning, Design and Construction, Jim Powers, Environmental Health & Safety Engineer, and staff, to approve the award of RFQ #14-Q-007-KR and the attached Continuing Contracts for Professional Services with the top ranked firms identified above, as recommended by the submittal evaluation committee. Request authority for the Director of Purchasing and Warehouse Services to renew the agreements for one (1) additional two (2) year period and approve any personnel changes. Contract renewal and personnel changes shall be contingent upon the Assistant Superintendent of Facilities Services request for continuance of services and annual contract review.

AUTHORITY FOR ACTION:

Florida Statute 287.055

ACTION BY BOARD:

___ Approved Recommendation(s) Above & Awarded

Meeting Date: May 27, 2014

___ Other _____

Cheryl L. Olson, C.P.M., CPPO, FCCN
 Director of Purchasing and Warehouse Services



**CONTINUING CONTRACT FOR
PROFESSIONAL SERVICES**

BETWEEN

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA
2700 Judge Fran Jamieson Way
Viera, Florida 32940-6601

hereinafter referred to as the Owner

AND

AMEC ENVIRONMENTAL & INFRASTRUCTURE, INC.
75 E. Amelia St. Suite 200
Orlando, FL 32801

hereinafter referred to as the Professional Consultant

**PROJECT: Environmental Engineering Services
For Construction Projects Not To Exceed \$2,000,000
Or For Studies With A Fee Not To Exceed \$200,000**

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

TABLE OF CONTENTS

| | | |
|-------------|---|---------|
| Article 1 | Definitions | Page 03 |
| Article 2 | Relationship of the Parties | Page 05 |
| Article 3 | Basic Services/Professional Consultant's Responsibilities | Page 06 |
| Article 4 | Compensation | Page 09 |
| Article 5 | Period of Services | Page 12 |
| Article 6 | Owner's Responsibilities | Page 12 |
| Article 7 | Additional Services | Page 13 |
| Article 8 | Notices | Page 13 |
| Article 9 | Insurance | Page 14 |
| Article 10 | Indemnification | Page 15 |
| Article 11 | Termination of Agreement | Page 16 |
| Article 12 | Successors/Assignment | Page 17 |
| Article 13 | Ownership of Documents/Information | Page 17 |
| Article 14 | Additional Provisions | Page 18 |
| Exhibit "A" | Scope of Services | |
| Exhibit "B" | Hourly Rate Schedule | |
| Exhibit "C" | Project Assignment | |

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

This **AGREEMENT** is made as of the date of Board Approval, between

Between the Owner:

The School Board of Brevard County, Florida
2700 Judge Fran Jamieson Way
Viera, Florida 32940-6601

and the Professional Consultant:

AMEC Environmental & Infrastructure, Inc.
75 E. Amelia St. Suite 200
Orlando, FL 32801

For Professional Services in connection with the Project known as:

**Environmental Engineering Services
For Construction Projects Not To Exceed \$2,000,000
Or For Studies With A Fee Not To Exceed \$200,000**

The Owner and the Professional Consultant agree as set forth below:

ARTICLE 1

DEFINITIONS

The following words and phrases where appearing in initial capitalization, shall for the purposes of this Agreement have the following meanings:

- 1.1 Additional Services. Additional Services shall consist of the professional services agreed to be performed by the Professional Consultant in connection with the Project but which are not specifically designated as Basic Services in Exhibit "A".
- 1.2 Additional Services Compensation. Additional Services Compensation shall be the fees determined in accordance with Article 7 to be paid by the Owner to the Professional Consultant in connection with the performance of Additional Services.
- 1.3 Basic Services. Basic Services shall consist of the professional services as indicated and specifically designated in Exhibit "A" to be performed and provided by the Professional Consultant under this Agreement in connection with the Project.
- 1.4 Basic Services Compensation. Basic Services Compensation shall be the fee designated in Article 4 to be paid by the Owner to the Professional Consultant in connection with the performance of the Basic Services by the Professional Consultant.
- 1.5 Construction Contract Documents. The Construction Contract Documents shall consist of the plans, project manual and specifications prepared by the Professional Consultant, and any addenda and change orders thereto, and the Owner-Contractor Agreement, all of which shall be compatible and consistent with this Agreement.
- 1.6 Contractor. The Contractor is the person or entity which enters into an agreement with the Owner to perform the construction of or any construction related to the Project including, without limitation, the providing of labor, materials, and equipment

incorporated or to be incorporated into the Project. The term "Contractor" means the General Contractor, Construction Manager or Design Builder or its authorized representative.

- 1.7 Design Criteria Package. Performance-based criteria establishing the scope of work for a Design/Build project, conforming to the requirements of 287.055(2)(j) F.S.
- 1.8 Owner's Representative. The Owner shall designate, when necessary, a representative authorized to act in the Owner's behalf with respect to the Project.
- 1.9 Project. The Project shall be as set forth above, and shall be for projects at selected facilities determined by the Owner to require the services as described in Exhibit "A". All or part of these services may be required and will be determined by the Owner and stated in writing before any work is performed.
- 1.10 Project Contract Documents. The Project Contract Documents shall consist of the Reports, Surveys, Management Plans, Programs, Investigation Reports, Sampling Reports and other Documentation prepared by the Professional Consultant, and any addenda thereto, all of which shall be compatible and consistent with this Agreement.
- 1.11 Project Construction Budget. An estimate of the construction contract award cost or Guaranteed Maximum Price (GMP) of the Project. The estimate shall contain the design cost for Design/Build Projects.
- 1.12 Reimbursable Expenses. Reimbursable Expenses are those actual expenditures made by the Professional Consultant, its employees, or its subconsultants in connection with the Project, which are over and above those provided for in Basic Services and are authorized by the Owner in writing in advance.
- 1.13 Services. The Services to be performed by the Professional Consultant under this Agreement shall consist of the Basic Services described in Article 3 and any Additional Services under Article 7.
- 1.14 Work. The Work shall consist of the total design and related services performed by the Professional Consultant for the Project.

ARTICLE 2

RELATIONSHIP OF THE PARTIES

- 2.1 Professional Consultant Services. The Professional Consultant shall provide professional services for the Project in accordance with the terms and conditions of this Agreement. The Professional Consultant's performance of services shall be as professional consultant to the Owner to carry out the activities of Project design, evaluation, reporting, if applicable construction administration and to provide the technical documents and engineering services to achieve the Owner's Project objectives. The Professional Consultant certifies to the Owner that it is licensed, registered or certified in all required professional disciplines to meet the requirements of Florida Statutes, D.O.E. regulations, and to meet the requirements of the specific Project. If the Professional Consultant should at any time lose such license, registration or certification in any required discipline, it shall immediately notify the Owner. If the Owner determines that the Professional Consultant cannot perform the professional services required under this Agreement, it shall declare this Agreement void and be obligated to only pay for those services rendered before loss of license, registration or certification after deducting the compensation and related expenses to hire another Professional Consultant to perform the Work required for the Project.
- 2.2 Owner Representation. The Owner shall designate, when necessary, representatives authorized to act in the Owner's behalf with respect to the Project. The Owner or such authorized representative shall examine the documents submitted by the Professional Consultant and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Professional Consultant services. Instructions by the Owner to the Professional Consultant relating to services performed by the Professional Consultant shall be issued or made by or through in accordance with procedural, organizational, and documentation standards established by the Owner. Communications and submittals of the Professional Consultant to the Owner and Contractor shall be issued or made in accord with similar procedural and documentation standards established by the Owner. The Owner shall have the authority to establish procedures, consistent with this Agreement, to be followed by the Professional Consultant and Contractor and to call periodic conferences to be attended by the Professional Consultant, and his subconsultants, throughout the term of this Agreement.
- 2.3 Other Consultants. The Owner may provide drawings, data, recommendations, suggestions, consultation and/or other information relating to the Project from other Consultants under separate contract with the Owner. The Professional Consultant shall coordinate and cooperate with the Owner's other consultants.
- 2.4 Professional Consultant Representation.
- 2.4.1 The Professional Consultant shall provide to the Owner a list of the proposed key project personnel of the Professional Consultant to be assigned to the Project. This list shall include such information on the professional background of each of the assigned personnel to demonstrate their professional capabilities. Such key personnel shall be satisfactory to the Owner and shall not be changed except with the consent of the Owner unless said personnel cease to be in the Professional Consultant's employ.

- 2.5 Division of Responsibilities/Services. The Professional Consultant understands and agrees that should the Owner or other Consultant provide the Professional Consultant with any estimating assistance, cost or time control recommendations or other consultation, recommendations or suggestions, any or all such activities on the part of the Owner, consultant, or any other representative of the Owner shall in no way relieve the Professional Consultant of the responsibility of fulfilling its obligations and responsibilities under this Agreement.
- 2.6 Prohibition Against Contingent Fees. The Professional Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Professional Consultant, to solicit or secure this agreement and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional Consultant any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement..
- 2.7 Truth-In-Negotiation. The Professional Consultant certifies that wage rates and other factual unit costs supporting the compensation herein stated are accurate, complete, and current as of the date of this Agreement. The original Project Fee, Hourly Fees and Reimbursable Expenses and any additions thereto shall be adjusted to exclude any significant sums by which the Owner determines these Fees or Expenses were increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs. All such adjustments shall be made within one year following the end of the Agreement.

ARTICLE 3

BASIC SERVICES/PROFESSIONAL CONSULTANTS' RESPONSIBILITIES

- 3.1 Scope of Services.
- 3.1.1 The Basic Services to be provided by the Professional Consultant shall be performed in the phases approved by the Owner and shall include all services customarily furnished in accordance with generally accepted industry practices for this type of professional service consistent with the terms of this Agreement, and specifically identified and described in Exhibit "A" attached hereto and made a part of this Agreement. Without limiting the generality of the services set forth in Exhibit "A", the Basic Services shall include any other professional services which are normally or customarily furnished and reasonably necessary for the performance of the tasks and duties and obligations set forth in Exhibit "A".
- 3.1.2 The Professional Consultant shall provide all necessary documents and other services required for the Work. All Work shall be performed in accordance with: Florida School Law, Rules of Florida State Department of Education, State Requirements for Educational Facilities (SREF), Florida Building Code, Florida Fire Prevention Code, FAC Rule 6-2, Brevard County Public School Guideline Standards, Brevard County Public School Board Policy and any other code or regulation both Federal and State pertaining to the Project.
- 3.2 Professional Consultant's Professional Responsibility and Standard of Care.

- 3.2.1 By execution of this Agreement, the Professional Consultant hereby warrants that (a) it is an experienced, established firm having the ability and skill necessary to perform all the services required of it under this Agreement in connection with scope and complexity of the Project contemplated herein; (b) it has the capabilities and resources necessary to perform its obligations hereunder; and (c) it is familiar with current laws, rules and regulations which are applicable (such laws, rules and regulations including, but not limited to, local ordinances, requirements of building codes of city, county, state and federal authorities which are applicable to the Project, local sanitary laws and rules and regulations, and orders and interpretations by governing public authorities of such ordinances, requirements, codes, laws, rules and regulations in effect at the time of commencement of services applicable to the Project), and that all drawings, specifications and other documents prepared by the Professional Consultant shall be prepared in accordance with and shall accurately meet, reflect and incorporate all such laws, rules and regulations.
- 3.2.2 The Professional Consultant hereby represents and agrees within the professional standard of care that the Reports, Surveys, Management Plans, Programs, Investigation Reports, Sampling Reports, Drawings, Specifications, Documents and other services prepared by it pursuant to this Agreement shall be complete and functional for the purposes intended, as mutually agreed upon between the Owner and the Professional Consultant, except as to any deficiencies which are due to causes beyond the control of the Professional Consultant, and that the Project, if undertaken or constructed in accordance with the intent established by such documents, shall be suitable for the purpose intended.
- 3.2.3 The Professional Consultant shall be responsible for any negligent acts, errors, or omissions in the drawings, specifications, documents and other services within the normal standard of care at the time services are rendered. While the Professional Consultant cannot guarantee the various documents and services required herein to be completely free of minor human errors and omissions, it shall be the responsibility of the Professional Consultant throughout the period of performance under this Agreement to use due care with professional competence. The Professional Consultant will correct at no additional cost to the Owner any negligent acts, errors and omissions in the drawings, specifications, documents and other services prepared by the Professional Consultant. The Professional Consultant further agrees, at no additional cost, to render assistance to the Owner in resolving problems identified by the Owner relating to the design, specified materials or related Project issues.
- 3.2.4 It is the responsibility of the Professional Consultant to make certain that all Reports, Surveys, Management Plans, Programs, Investigation Reports, Sampling Reports Drawings, Specifications and other Documents are in accordance with applicable laws, statutes, building codes and regulations and that appropriate reviews and approvals are requested and obtained from Federal, State and local governments.
- 3.2.5 It is the responsibility of the Professional Consultant to assure that the Project Construction Documents require that no asbestos containing materials are to be incorporated in the Project, and that the Contractor must certify that no asbestos containing material was used as a pre-condition to final payment.
- 3.2.6 If bids exceed the Project Construction Budget The Professional Consultant shall, at no additional cost to the Owner, assist the Owner and the Contractor in Value Engineering or scope reductions necessary to meet the Project Construction Budget. Such assistance shall include, but shall not be limited to, participating in discussions,

meetings and decisions and revising existing documents or providing additional documents as necessary to obtain pricing for and implement the Value Engineering and/or scope reductions.

3.3 Project Requirements.

3.3.1 During all phases of the Project the Professional Consultant shall prepare such estimates as the Owner deems necessary, at no additional cost to the Owner, to represent the estimated Project cost and shall supply such data, information or estimates as the Owner may require to substantiate the Professional Consultant's estimate of the Project cost.

3.3.2 The Design Consultant shall not be responsible for the Contractor's means, methods, sequences or techniques of construction; the Contractor's safety procedures, or the Contractor's failure to comply with the Construction Contract Documents or Project Contract Documents, plans, specifications, and applicable codes.

3.4 Project Conferences.

3.4.1 Throughout all phases of the Project, the Professional Consultant and its subconsultants shall meet periodically with the Owner when reasonably requested. Participants shall be as determined by the Owner and may include, but not be limited to:

3.4.1.1 Predesign and design conferences as necessary or as required by the Owner.

3.4.1.2 Prebid and preconstruction conference for each construction contract.

3.4.1.3 Construction progress meetings as may be required by the Owner.

3.4.1.4 Substantial Completion, Final Completion and completion of warranty period inspections for each construction contract.

3.4.2 The Professional Consultant shall be responsible for scheduling, taking meeting minutes, and attending any meetings necessary to properly coordinate the design effort including, without limitation, meetings with governing agencies, code officials and applicable utilities.

ARTICLE 4
COMPENSATION

4.1 Basic Services Compensation.

The Owner shall compensate the Professional Consultant in accordance with the terms and conditions of this Agreement, including the following:

- 4.1.1 For the Basic Services of the Professional Consultant, Basic Services Compensation shall be an amount determined based on the required effort-hours and the Hourly Rate Schedule included as Exhibit "B". Such amount to be set forth in writing and made a part of this Agreement by reference.

It is the intent of this Agreement that each project assignment for which services are to be performed under this Agreement shall be dealt with individually and made a part of this Agreement by reference.

- 4.1.1.1 A Consultant's Proposal shall be prepared for each project assignment and shall include:

1. A complete scope of Work to be performed.
2. A complete description of each phase of Work.
3. A time schedule for the Work.
4. All costs to be incurred by the Owner for the professional services to be performed.
5. An estimate of the Project Construction Budget, where appropriate.
6. Proposed Staff.
7. Proposed Sub-Consultants.
8. No terms shall be stated in the letter of understanding which are contrary to, or stated as superceding, the terms of this agreement unless expressly approved by the Owner in writing.

When the Professional Consultant's fee amount exceeds \$25,000 (or the amount set forth in Board policy), Exhibit "C" Project Assignment shall be utilized and signed by both parties. When the Professional Consultant's fee amount is less than or equal to \$25,000 (or the amount set forth in Board policy), the Consultant's Proposal will be accepted by the issuance of a Purchase Order.

- 4.1.1.2 No amount is to be included in the Project Construction Budget for the cost of land or other non-construction costs which are the responsibility of the Owner.

- 4.1.1.3 Should the Owner request additions to the Project which would cause a change or changes in the scope of the Work or previously approved designs or design criteria, the Project Construction Budget shall be increased by the aggregate amount of such change(s) and the Professional Consultant's fee shall be increased as an Additional Service in relation to the effort required for the change(s).

- 4.1.1.4 In the event the Owner requests changes to the Project which would decrease the Project Construction Budget, basic compensation due the Professional Consultant shall be adjusted downwards for remaining services to be performed but not for services already performed to the date of receipt by the Professional Consultant of

the written requested change in accordance with the basic payment schedule set forth in Exhibit "A".

- 4.1.2 The Basic Services Compensation stated in paragraph 4.1.1 includes all compensation and other payments due the Professional Consultant (manpower, overhead, profit, direct costs, etc.) in the performance of the Basic Services.
- 4.1.3 The Professional Consultant certifies that his wage rates, unit costs and other factual data which may have been furnished the Owner to support the compensation schedule are accurate, complete and current at the time of entering into this Agreement. It is mutually understood between the Professional Consultant and the Owner that the original fee schedule and any additions there to shall be adjusted within one year, if required, to exclude any significant sums wherein the Owner determines the fee was increased due to inaccurate, incomplete or noncurrent wage rates, unit costs and other factual data which may have been furnished by the Professional Consultant.
- 4.1.4 Compensation shall be based on the number of hours spent by each employee directly attributable to services required for each specific project, and shall not include travel time to and from the project sites. Hourly rates for Direct Personnel Expense shall be in compliance with Exhibit B and in no case may be billed using a multiplier greater than two point five (2.5).
- 4.2 Payments to the Professional Consultant. Payments on account of the Professional Consultant shall be made as follows:
 - 4.2.1 Payments for Basic Services shall be made monthly in proportion to services performed based on a Payment Schedule included in Exhibit "A" upon presentation of the Professional Consultant's statement of services, fully supported by invoices, time sheets, and certifications if requested that all subconsultants have been paid, and other documentation if requested by the Owner.
 - 4.2.2 No deductions shall be made from the Professional Consultant's Basic Services Compensation on account of penalty, liquidated damages, retainage or other sums withheld from payments to Contractor.
 - 4.2.3 Deductions may be made from the Professional Consultant's Basic Services Compensation on account of errors and omissions in the drawings, specifications, documents and other services prepared by the Professional Consultant in accordance with the provisions of Paragraph 3.2.3.
 - 4.2.4 Payments due for Reimbursable Expenses incurred while performing Basic or Additional Services shall be computed at 1.1 times actual costs. Reimbursable Expenses shall include actual expenditures made by the Professional Consultant, his employees, or his subconsultants in the interest of the project limited as defined in Article 1.11. Before incurring any Reimbursable Expenses, the Professional Consultant must request and receive written authorization from the Owner.
 - 4.2.5 Final payment to the Professional Consultant shall not be made by the Owner until the following items have been received by the Owner:
 - 1. Electronic copies of all drawings, specifications, documents and other services prepared by the Professional Consultant in connection with the Project, in

conformance with Article 13.1, including incorporation of the Contractor's "As-Built" records of the Project, if required in Exhibit "A".

2. All certifications required by: applicable laws, statutes, building codes and regulations; Federal, State and local governments; or Exhibit "A".

4.3 Additional Services Compensation.

4.3.1 Prior to any Additional Services, as described in Article 7 herein, performed by the Professional Consultant hereunder, the Professional Consultant and Owner shall negotiate an equitable adjustment to the Basic Services Compensation.

4.3.2 Payments for Additional Services to the Professional Consultant shall be made monthly upon presentation of the Professional Consultant's statement of services, fully supported by invoices, time sheets/cards, and other documentation as requested by the Owner. Professional Consultant expressly waives any right to payment for any Additional Services rendered if Professional Consultant does not give written notice of its claim that the services are additional within twenty (20) days of rendering the services, and if such services are not billed as Additional Services within sixty (60) days following their rendition.

4.4 Accounting Records.

4.4.1 Records of the Professional Consultant with respect to Basic Services and Additional Services and payroll, subconsultant and other expenses (including Reimbursable Expenses) pertaining to the Project, shall be kept on generally accepted accounting principles and shall be available to the Owner or its authorized representative for inspection and copying at mutually convenient times.

4.4.2 At the request of the Owner or its authorized representative the Professional Consultant will supply in a timely manner and certify as accurate, unaltered copies of all time sheets, invoices, and other documents to substantiate and document any and all Additional Services and Reimbursable Expenses.

4.5 Professional Consultant shall not be entitled to receive payment hereunder until Owner is provided such lien waivers, including lien waivers from Professional Consultant's subconsultants, detailed descriptions of services, and sworn statements of certification stating Professional Consultant's services are in compliance with the requirements of this Agreement, as Owner may reasonably require in connection with Professional Consultant's request for payment.

ARTICLE 5

PERIOD OF SERVICE

- 5.1 Specific dates relating to the period of services shall be for three (3) years, with optional renewable for an additional two (2) year period, except that the Agreement may be terminated by either party as provided in Article 11. Original Agreement date shall begin on the date of Board Approval and continue for an initial three (3) year period. This Agreement shall have the option to renew, with such option to be exercised by written agreement of the parties, for one additional two year period.

ARTICLE 6

OWNER'S RESPONSIBILITIES

- 6.1 The Owner shall, with the assistance of the Professional Consultant, provide full information regarding the requirements for the Project.
- 6.2 The Owner shall examine documents submitted by the Professional Consultant and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Professional Consultant's Services.
- 6.3 The Owner shall pay for laboratory tests, inspections and reports as required by the project scope that are not otherwise called for in this Agreement. The Professional Consultant shall review and confirm the sufficiency of any test and information furnished to Professional Consultant by or on behalf of Owner pursuant to Paragraph 6.5.
- 6.4 The Owner may furnish such legal, accounting, and insurance counseling services as the Owner may deem necessary for the Project, and such auditing services as it may require to ascertain how, or for what purposes, the Contractor has used the moneys paid to it under the Construction Contract.
- 6.5 All services, information, surveys and reports required of the Owner, shall be furnished at the Owner's expense and the Professional Consultant shall be entitled to rely upon their accuracy and completeness.
- 6.6 The Owner shall furnish information and approvals required of it expeditiously, for orderly progress of the Work.
- 6.7 The Owner shall pay for and the Professional Consultant shall assist the Owner in obtaining all necessary permits, licenses, approvals, assessments, and charges required for the construction, use or occupancy of permanent structures and site improvements or for permanent changes to existing facilities.
- 6.8 The Owner shall designate a representative or other party to act in the Owner's behalf with respect to the Project. The Owner's Representative for the Project is the Assistant Superintendent of Facilities Management Services. He shall have the authority to approve changes in the scope of the Project and shall be available during working hours as often as may be necessary to examine information, to render decisions and to furnish information in a timely manner. He shall also have the authority to designate other representatives to act on his behalf with respect to

this Agreement. All decisions rendered by the Owner's representative are subject to review and approval by the School Board.

- 6.9 The Owner shall provide for all investigation testing, analysis and abatement of any asbestos containing material that may exist in the Owner's facilities.

ARTICLE 7

ADDITIONAL SERVICES

- 7.1 Attached hereto and made a part of this Agreement as Exhibit "B" are the Hourly Rates that will be used for determining the fees to be paid for Additional Services. Such services shall be authorized in advance by the Owner.
- 7.2 The Owner will compensate the Professional Consultant for authorized Additional Services performed as herein provided to the extent that they exceed the obligations of the Professional Consultant for Basic Services under this Agreement.

ARTICLE 8

NOTICES

- 8.1 Any notice required by this Agreement or other communications to either party by the other shall be in writing and deemed given when delivered personally or when deposited in the United States Post Office, first class, postage prepaid, addressed as follows, or to such other address as shall be duly given by notice meeting the requirement of this Article.

To Owner:

The School Board of Brevard County, Florida
2700 Judge Fran Jamieson Way
Viera, Florida 32940-6601

Attention:

Dane Theodore AIA, CGC; Assistant Superintendent; Facilities Management
Services
Joseph A. Ranaldi AIA; Director; Planning & Project Management

To Professional Consultant:

AMEC Environmental & Infrastructure, Inc.
75 E. Amelia St. Suite 200
Orlando, FL 32801

Attention:

Paul Santone, Project Manager

ARTICLE 9

INSURANCE

- 9.1 The Professional Consultant shall purchase and maintain workers' compensation insurance for all of their employees during the entire period of this contract. The Professional Consultant shall also purchase and maintain for the entire period of this contract, insurance that protects itself and the Owner from any and all claims resulting from negligent or wrongful acts or omissions, damages due to bodily injury, including personal injury, sickness, disease or death of any of the Professional Consultant's employees or any other person; claims for damages because of injury to or destruction of personal property including loss of use resulting therefrom; and claims arising out of the performance of this Agreement and caused by negligent acts or omissions for which the Professional Consultant is legally liable. All insurance provided under this Agreement shall be through an insurance carrier acceptable to the Owner. The insurance carrier shall be rated "A-" or better by Best's Key Rating Guide and shall provide the Owner with evidence of financial strength. The minimum limits of insurance coverage shall be as follows:

| Insurance Description | Minimum Required Coverage |
|---|----------------------------------|
| a. General Liability Insurance: | |
| Bodily Injury: Per Claim | \$ 1,000,000.00 |
| Bodily Injury: Per Occurrence | \$ 2,000,000.00 |
| Property Damage: Each Accident | \$ 1,000,000.00 |
| b. Automobile Liability: | |
| Bodily Injury: Per Claim | \$ 500,000.00 |
| Bodily Injury: Per Occurrence | \$ 1,000,000.00 |
| Property Damage: Each Occurrence | \$ 500,000.00 |
| c. Product Liability or Completed Operations Insurance: | |
| Bodily Injury: Per Claim | \$ 500,000.00 |
| Bodily Injury: Per Occurrence | \$ 1,000,000.00 |
| d. Professional Liability Insurance: | |
| Each Claim | \$ 500,000.00 |
| Each Occurrence | \$ 1,000,000.00 |
| e. Workers' Compensation/Employer's Liability: | |
| W.C. Limit Required | Statutory Limits |
| E.L. Each Accident | \$ 1,000,000.00 |
| E.L. Disease – Each Employee | \$ 500,000.00 |
| E.L. Disease – Policy Limit | \$ 1,000,000.00 |

Workers' Compensation Exemption forms will not be accepted for the project Architect, Engineer, General Contractor, or Sole Practitioner that intends to subcontract the work to other individuals or companies. These entities or individuals are required to purchase a Workers' Compensation insurance policy.

- 9.2 The General and Auto liability insurance policies required under Section 9.1 of this Agreement shall name the Owner as an additional insured and shall contain a waiver of subrogation against the Owner. The Owner shall also be listed as an additional

insured on the Professional Consultant's Professional Liability insurance policy should the policy be on a form other than a "claims made" policy.

- 9.2.1 The Professional Consultant shall deliver to the Owner a certificate of insurance for its Workers' Compensation, General Liability, Auto Liability and Professional Liability prior to the commencement of work and annually thereafter, so long as it is required to maintain such coverage under Article 9.4.
- 9.3 Evidence of such insurance shall be furnished to the Owner as part of this Agreement, and the Owner shall receive thirty (30) days prior written notice of any cancellation, non-renewal or reduction of coverage of any of the policies. Upon notice of such cancellation, non-renewal or reduction, the Professional Consultant shall procure substitute insurance so as to assure the Owner that the minimum limits of coverage are maintained continuously throughout the period of this Agreement.
- 9.4 The Professional Consultant shall maintain Professional Liability insurance in force during the performance of this Agreement and for three years after the conclusion of this agreement.
- 9.5 The Professional Consultant shall require the provisions of this Article 9 to apply in full force and effect to its subconsultants and shall provide to the Owner certificates of insurance as described in Article 9.2 for all subconsultants.
- 9.6 The Owner may elect to purchase insurance under an Owner Controlled Insurance Program, in which case the Professional Consultant will not be required to provide insurance, but will provide coordination with the Owner and the Owner's insurance administrator, as required.

ARTICLE 10

INDEMNIFICATION

- 10.1 Notwithstanding anything to the contrary contained herein, the Professional Consultant shall indemnify and hold harmless the Owner and its officers, agents and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from (1) the Professional Consultant's performance or failure to perform its obligations under this Agreement and (2) any claim, damage, loss or expense attributable to bodily injury, sickness, disease, intentional acts or death, or to injury to or destruction of personal property including the loss of use resulting therefrom and caused by any negligent act or omission of the Professional Consultant, anyone directly or indirectly employed by the Professional Consultant or anyone for whose acts the Professional Consultant may be liable to the extent and in proportion to the Professional Consultant's comparative degree of fault. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Article.
- 10.2 Except as otherwise set forth in this Agreement, the Professional Consultant and the Owner shall not be liable to each other for any delays in the performance of their respective obligations and responsibilities under this Agreement which arise from causes beyond their control and without their fault or negligence, including but not limited to, any of the following events or occurrences: fire, flood, earthquake, epidemic, atmospheric condition of unusual severity, war, and strikes. Owner shall

not be liable to the Professional Consultant for acts or failures to act by Owner, the Contractor or the Owner's Consultants. The Professional Consultant shall not be liable for acts or failures to act by the Contractor, the Owner, or Owner's Consultants.

ARTICLE 11

TERMINATION OF AGREEMENT

- 11.1 Upon the appointment of a receiver for the Professional Consultant, or if the Professional Consultant makes a general assignment for the benefit of creditors, the Owner may terminate this Agreement, without prejudice to any right or remedy otherwise available to the Owner, upon giving three (3) days written notice to the Professional Consultant. If an order for relief is entered under the bankruptcy code with respect to the Professional Consultant, the Owner may terminate this Agreement by giving three (3) working days written notice to the Professional Consultant unless the Professional Consultant or the trustee: (1), promptly cures all breaches; (2), provides adequate assurances of future performance; (3), compensates the Owner for actual pecuniary loss resulting from such breaches; and (4), assumes the obligations of the Professional Consultant within the statutory time limits.
- 11.2 If the Professional Consultant refuses or fails, except in cases for which extension of time is provided, to supply sufficient properly skilled staff or proper materials, or disregards laws, ordinances, rules, regulations or orders of any public authority jurisdiction, or otherwise violates or breaches any term or provision of this Agreement, then the Owner may, without prejudice to any right or remedy otherwise available to the Owner, and after giving the Professional Consultant seven (7) days prior written notice, terminate this Agreement.
- 11.3 Upon termination of this Agreement by the Owner under Articles 11.2 and 11.3 it shall be entitled to furnish or have furnished the Services to be performed hereunder by the Professional Consultant by whatever method the Owner may deem expedient. Also, in such cases, the Professional Consultant shall not be entitled to receive any further payment until completion of the Work; and the total compensation to the Professional Consultant under this Agreement shall be the amount which is equitable under the circumstances.
- 11.4 The Owner or Professional Consultant may, upon thirty (30) days written notice, terminate this Agreement, in whole or in part, at any time for the convenience of both parties, without prejudice to any right or remedy otherwise available to the Owner. Upon receipt of such notice, the Professional Consultant shall immediately discontinue all services affected unless such notice directs otherwise. In the event of a termination for convenience of the Owner, the Professional Consultant's sole and exclusive right and remedy is to be paid for all work performed and to receive equitable adjustment for all work performed through the date of termination. The Professional Consultant shall not be entitled to be paid any amount as profit for unperformed services or consideration for the termination of convenience by the Owner.
- 11.5 Should the Owner terminate this agreement as provided for under this Article, the Owner will acquire such drawings, including the ownership and use of all drawings, specifications, documents and materials relating to the Project prepared by or in the possession of the Professional Consultant, prior to final payment to the Consultant.

The Professional Consultant will turn over to the Owner in a timely manner and in good unaltered condition all original drawings, specifications, documents and materials. In the event of any termination pursuant to Articles 11.2 or 11.3 of this Agreement, the Professional Consultant consents to the Owner selection of another consultant of Owner's choice to assist the Owner in any way in completing the Project. Professional Consultant further agrees to cooperate and provide any information requested by the Owner in connection with the completion of the Project and consents to and authorizes the making of any reasonable changes to the design of the Project by Owner and such other consultant as Owner may desire. Any services provided by the Professional Consultant which are requested by the Owner after termination shall be fairly compensated by Owner.

- 11.6 The payment of any sums by the Owner under this Article 11 shall not constitute a waiver of any claims for damages by the Owner for any breach of the Agreement by the Professional Consultant.

ARTICLE 12

SUCCESSORS/ASSIGNMENT

- 12.1 This Agreement shall inure to the benefit of and be binding on the heirs, successors, assigns, trustees and personal representatives of the Owner, as well as the permitted assigns and trustees of the Professional Consultant.
- 12.2 The Professional Consultant shall not assign, sublet or transfer its interest in this Agreement without the written consent of the Owner, except that the Professional Consultant may assign accounts receivable to a commercial bank or financial institution for securing loans, without prior approval of the Owner.

ARTICLE 13

OWNERSHIP OF DOCUMENTS/INFORMATION

- 13.1 Drawings and Specifications and other documents as instruments of service are and shall remain the joint property of the Professional Consultant and the Owner whether the Project for which they are made is built or not. The Professional Consultant shall provide, and the Owner shall retain, electronic copies of Drawings in AutoCAD or TIF format, Specifications in MS Word format and other documents in AutoCAD, MS Word, MS Excel, MS Access or MS Project as appropriate for information, reference and use in connection with the Owner's use and occupancy of the Project and for the Owner's future requirements of the Project's facilities including without limitation any alteration or expansion in any manner the Owner deems appropriate without additional compensation or fee to the Professional Consultant. The Owner shall assume responsibility in connection with its use of the Drawings and Specifications without the Professional Consultant's consent.

ARTICLE 14

ADDITIONAL PROVISIONS

- 14.1 The Owner and Professional Consultant agree to endeavor to provide written notification in advance of any litigation, concerning claims, disputes, and other matters in question between the parties to this Agreement arising out of or relating to this agreement or the breach thereof.
- 14.2 The parties agree to endeavor to negotiate in good faith, prior to litigation, concerning claims, disputes and other matters in questions arising out of or relating to this Agreement or the breach thereof.
- 14.3 Nothing herein contained shall be construed to require the parties to provide written notifications or engage in negotiations prior to the institution of litigation nor to submit for arbitration by a third party or parties any such claim, dispute or other matter in question between the parties but the parties may by mutual agreement submit any claim dispute or other matter at issue to arbitration in accordance with Florida State Law or such other arbitration procedure as may be mutually agreed upon between the parties.
- 14.4 Whenever renderings, photographs of renderings, photographs of models, photographs, drawings, announcements, or other illustration or information of the Project are released for public information, advertisement or publicity, appropriate and proper credit for engineering and other services, to the fullest extent possible, will be given to the Professional Consultant, and ownership of the project to the Owner.
- 14.5 This Agreement and its Exhibits and Attachments represent the entire and integrated agreement between the Owner and the Professional Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Professional Consultant.
- 14.6 Unless otherwise specified, this Agreement shall be governed by the law of the State of Florida, USA. It is expressly agreed by both parties that any litigation must be filed in courts of law in Brevard County, Florida.
- 14.7 If any one or more of the provisions contained in this Agreement, for any reason, are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 14.8 Except where specifically stated otherwise, all periods of time stated in terms of days shall be considered periods calculated in calendar days.
- 14.9 The headings or captions within this Agreement shall be deemed set forth in the manner presented for the purposes of reference only and shall not control or otherwise affect the information set forth therein or interpretation thereof.
- 14.10 For the purpose of this Agreement unless the context clearly indicates otherwise, the singular includes the plural, and the plural includes the singular.

- 14.11 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, which shall be sufficient evidence by any one thereof.
- 14.12 **Jessica Lunsford Act.** Professional Consultant shall, at its expense, ensure that all of Professional Consultant's employees and the employees of Professional Consultant's subcontractors who will be permitted access on school grounds when students are present meet the background screening requirements of Section 1012.465, Fl. Stat., (Jessica Lunsford Act). Professional Consultant's failure to comply with this requirement will constitute a material breach of the contract.

This Agreement executed the day and year first written above.

**THE SCHOOL BOARD OF
BREVARD COUNTY, FLORIDA:**

By: _____
Karen Henderson, Chairman

Date Approved: _____

ATTEST (WITNESS):

By: _____
Brian T. Binggeli, Ed.D., Superintendent

PROFESSIONAL CONSULTANT:

By: *LM Prieto*

Print Name: Lisa Prieto

Title: Office Manager

Date: 5/12/2014

ATTEST (WITNESS):

By: *Susan A. Brigham*

Print Name: Susan A. Brigham

Title: Administrative Assistant

Professional Consultant Contact Name: ~~Paul Santone, Project Manager~~ Lisa Marie Prieto, P.E.,
Email Address: ~~paul.santone@amec.com~~ lisa.prieto@amec.com Office Manager
Phone Number: ~~407-253-5444~~ 407-253-5523

Exhibit "A"

Scope of Services

RFQ #14-Q-007-KR Environmental Engineering Services

GENERAL SCOPE OF WORK

Drawn from a unit cost schedule, hourly rate for services/materials such as a licensed, certified consultant/engineer, project manager, holding a current State recognized occupational license and/or certification, fully insured with necessary tools, equipment, modes of transportation and necessary employees to provide contamination assessments, laboratory services, radon measurement surveys, asbestos consulting, lead paint surveys, hazardous waste characterization, hazardous waste disposal and emergency response to the satisfaction of Federal Department of Transportation (FDOT), Federal Environmental Protection Agency (EPA), and the Florida Department of Environmental Protection (FDEP) as requested by the School Board of Brevard County (Owner). Employees or subcontractors of the Professional Consultant shall include at least one Certified Industrial Hygienist (CIH) Florida Registered Professional Engineer (P.E.), a Florida Registered Professional Geologist (P.G.), a Florida Licensed Radon Measurement Specialist and a Florida Licensed Asbestos Consultant. The Owner requires a Certified Hazardous Material Manager (CHMM) be available either as an employee or a subcontractor to the Professional Consultant. Other employees required for this contract include, but are not limited to, site supervisors, remedial workers, equipment operators, technicians, hazardous waste workers, secretarial staff, CAD operators and laboratory personnel. Additionally, the Owner requires environmental consulting services to remain ready on an "as needed" basis for response to emergency situations for any incident determined by the Owner to represent an immediate health threat to students, employees, and/or the public.

SERVICES REQUIREMENTS

The Professional Consultant shall provide any of the following service elements if and when required by the Owner:

1. Conduct Asbestos Hazardous Emergency Response Act (AHERA) asbestos inspections, develop AHERA management plans, provide project management for asbestos abatements, provide air monitoring (PCM and TEM sample analysis) for asbestos abatements or fiber releases, provide personnel sampling for abatement activities, provide asbestos consulting for renovation and remodeling projects, and provide all project design for asbestos management and abatements in accordance with EPS 40 CFR Part 763 and Florida Administrative Code (FAC) 469.

2. Conduct asbestos roofing surveys; provide analysis and reports (including CAD drawings) on positive roofing materials to the Plant Operations Department. Provide for the monitoring of any asbestos roofing removal including personnel sampling.
3. Conduct Phase I (and possible Phase II) radon measurement surveys for newly constructed buildings and provide reports to the Owner in accordance with EPS Measurement Protocol 402-R92-003 and FAC 64E-5.1208.
4. Provide design consulting services for Underground Storage Tank (UST) excavations and replacements for Owner fuel tanks. Conduct contamination assessments, provide remedial action plans, provide consulting services for initial remedial actions, and remediation of contaminated soils/groundwater on contaminated sites. Maintain professional licenses for the duration of the contract. Prepare documentation, where required, to comply with Chapters 17-13, 17-775, 17-770, 17-781, 17-61 and 17-762 F.A.C.
5. Conduct lead paint (and possibly other heavy metals) surveys for buildings scheduled to undergo renovation, remodeling or demolition. Provide lead paint consulting services including abatement project management, project design and monitoring in accordance with EPA 40 CFR Part 745.
6. Characterize, secure, and assist the Owner in coordination the transport and disposal of any hazardous waste or material, contaminated soil or groundwater in accordance with all local, State and Federal ordinances, rules, regulations and laws.
7. Provide for employee/student exposure monitoring when requested to determine compliance with applicable standards. Provide both personnel and area sampling, interpret sampling results, and make recommendations regarding appropriate controls, if necessary.
8. Develop written programs on such subjects as respiratory protection, chemical hygiene (laboratory safety), hearing conservation, and Indoor Air Quality (IAQ).
9. Conduct IAQ investigations by evaluating building and mechanical systems and providing air and/or bulk sampling if directed by the Owner. Monitor common indoor air pollutants, as well as the amount of outside air being supplied to occupied areas. Analyze the information and provide recommendations on how to improve IAQ.
10. Provide emergency response services with the capability to sample for chemical vapors, mists, gasses, particulates, residues and unknown materials (including soil and groundwater sampling) upon request by the Owner. Emergency response services include, but are not limited to, sampling of contamination, determining the extent of contamination, remedial actions to assist the Owner in the removal of contamination and the disposal of contamination.

GENERAL REQUIREMENTS

The Professional Consultant shall be prepared to perform any/all of the following functions for the duration of this contract:

1. Have immediate access to the following equipment: PCM microscopes, stage micrometers, phase contrast test slides, filter cassettes, personnel low volume air monitoring pumps, high volume sampling pumps, hoses, tubing, a primary standard for establishing air flow rate, sampling equipment, sample containers, radon measurement devices, Geoprobe TM, well drilling rigs with monitoring well construction equipment, hand augers, drilling augers, split spoons, steam cleaners and other decontamination equipment, appropriate safety and hazardous material containment equipment and heavy equipment as needed. Sampling equipment shall include, but is not limited to, the following: pH meter, temperature measurement devices, conductivity meter, OVA, explosimeter, assorted bailers, pumps, hoses, tubing, product lens measurement devices, sample containers, preservatives and coolers. Laboratory equipment shall consist of, but is not limited to, the following: gas chromatograph, mass spectrometer, atomic absorption and emission, standard and high pressure liquid chromatographs, total organic carbon analytical and extraction procedures, spectrophotometers, bio-analytical equipment, polarized light microscope with dispersion staining objective, refractometer, stereo microscope, refractive index oils, ashing oven and NVLAP standards for PLM, transmission electron microscope, and any other equipment required to perform contracted services.
2. All petroleum contamination type sampling, and sample handling (including but not limited to sample transporting) shall be conducted in accordance with the Professional Consultant's FDEP approved Comprehensive Quality Assurance Plan.
3. Utilize personnel trained and experienced in the following fields and sciences: chemistry, engineering, environmental science, industrial hygiene, CAD drawing, geology and hydrology, and hazardous materials safety. Experience in the fields of asbestos inspections, asbestos project management, asbestos roofing surveys, PLM, PCM, TEM, air monitoring, personnel monitoring, lead paint abatement project management, lead paint surveys and use of XRF devices, radon sample collection/measurement, indoor air quality consulting services, emergency response activities, hazardous materials sampling and consulting, hazardous waste transportation and disposal, hazardous waste spill clean-up, site restoration, environmental audits, contamination assessments, groundwater modeling, soil and groundwater remediation and UST removal and replacement services are required.
4. Shall have necessary local, State and Federal permits to provide the above mentioned services. The Professional Consultant or his subcontractors shall carry the required general and professional liability insurance for the above-mentioned services.

5. When requested, provide the Owner with records and reports covering each project that conform to DEP, EPA, DOT and other agencies' requirements and Owner needs. Monthly status reports shall include cost-to-date breakdowns and be tied to billings.
6. A Owner approved subcontractor may provide any services that cannot be provided by the Professional Consultant. The subcontractor shall have all appropriate permits, certifications, and general and professional liability insurance for the services provided. However, the Owner shall not be a third party to the subcontractor's contract with the Professional Consultant. Therefore, the Professional Consultant will be solely responsible for payments to the subcontractors as well as determining that the subcontractor meets the requirements as specified above.
7. The work required under this section may include all labor, materials, equipment and services necessary for the assessments of soil/groundwater contamination, remedial action plans, sub surface investigations, assessments of asbestos in buildings, asbestos and lead abatement project management, radon surveys, hazardous materials consulting and emergency response. The result of the above listed services shall furnish the Owner with AHERA compliant asbestos management plans, FDEP approved "Monitoring Only Plans" or "No Further Action Status" for petroleum contaminated sites, and, State of Florida Department of Radiation Control approved radon surveys.
8. A list must be provided of key personnel by name and title, as well as a resume for each individual assigned. A description of the functions and responsibilities of each key person relative to the task to be performed is required. The Professional Consultant will assign only one member as the contact person for the duration of the contract. This contact person will be available to the Owner for the entire period of the contract. The contact person may be changed with permission from the Owner and/or the Board's designee.
9. The Professional Consultant shall provide several options as to how an abatement or remedial action is to be performed. The Owner designee will have the authority to choose the option most beneficial to the Owner.
10. All abatement/remedial work and sampling events will be designed and timed so classroom activities will not be disrupted.
11. All excavation work shall be designed with the safety of students and staff in mind. If possible, excavations will be executed during off school hours. The Professional Consultant shall require all open excavations to be barricaded and fenced, and shall not be left open for extended periods of time. Excavations will be designed so as not to undermine the structural integrity of any building.

12. Analytical laboratories utilized by the Professional Consultant (subcontracted and in-house services) for the testing of soils and groundwater shall have a State approved Comprehensive Quality Assurance Plan on file with FDEP and shall be current with NELAP accreditation. In addition, all sampling and analytical laboratory services involving asbestos shall be conducted in accordance with NVLAP accreditation standards and the laboratory shall participate in an approved round robin proficiency-testing program or any other program required by Federal or State regulations. Sampling shall be conducted to industry "state of the art" protocol and shall conform to appropriate Federal and State regulations. Analytical laboratories used for PLM and asbestos TEM shall have NVLAP accreditation. Analytical laboratories used for atomic absorption or gas chromatograph mass spectrometry shall have ELLAP, ELPAT, AIHA and NVLAP accreditation. The Owner reserves the right to refuse the services of any laboratory and select an accredited laboratory approved by the Owner.
13. The Owner will not pay for items considered "tools of the trade". Items such as organic vapor analyzers, pH meters, conductivity meters, temperature meters, relative humidity meters, CO2 meters, sound level meters, flow level meters, manometers, personnel protective equipment, sampling pumps, data loggers, chart recorders, assorted bailers, sampling containers, and colorimetric tubes are considered tools of the trade. Other items considered tools of the trade shall be determined by the Owner or its designee.
14. All access to schools or facilities shall be obtained only after the school principal or the facility manager has granted permission.
15. The Professional Consultant shall be responsible for verifying the quantities and the removal of hazardous materials identified in the plans, specifications and other contract documents.
16. The Professional Consultant shall comply with applicable Federal, State and local regulations pertaining to the protection of workers, visitors to the site, and persons occupying areas adjacent to project work sites. The Professional Consultant is responsible for the presence of safety plans, certifications (Photo I.D. required), medical information and monitoring data on site as required by applicable Federal, State and local regulations and shall hold the Owner harmless for failure to comply with applicable safety and health regulation on the part of himself, his employees, and/or subcontractors under his supervision.
17. Where compliance with two or more industry standards or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent requirement is intended and shall be enforced. Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, applicable standards of the construction industry have the same force and effect and are made part of the contract documents.

18. Project evaluations shall be conducted by the Professional Consultant and a Owner representative. The consulting and a Owner representative shall conduct a pre-abatement/remediation evaluation prior to commencement of work. The Professional Consultant shall record (photographs, video or other documentation) the existing conditions prior to the commencement of work.
19. The Owner and/or its representative reserves the right to monitor/inspect, request work modifications, and cease work if deemed necessary due to safety concerns and/or a significant potential for loss of Owner resources.
20. When requested by the Owner, the Professional Consultant shall perform reoccupancy evaluations of work areas to verify removal of known contaminants and/or hazards prior to general reoccupancy.
21. The Professional Consultant shall be responsible for having a "site specific" safety plan with instructions to the nearest hospital and emergency phone numbers, ect.
22. The Professional Consultant shall have in his office and on the job site a copy of job specifications, drawings, and project records (i.e. demolition plans) regarding the project.
23. The Professional Consultant may be required to periodically inspect and direct a third-party contractor to eliminate potential safety hazards using properly trained personnel during all phases of work. Of particular concern are the following:
 - a. Energized Systems
 - b. Toxic Substances
 - c. Harmful Atmospheres
24. In addition to following worker safety standards established by OSHA's Construction Industry Regulations (29 CFR 1926) and General Industry Regulations (29 CFR 1910), the Professional Consultant shall also be familiar with and comply with the Owner's Comprehensive Environmental Health and Safety Plan.
25. The Professional Consultant shall provide appropriate medical monitoring to all employees (including subcontractors) hired by the Professional Consultant that may be exposed to hazardous materials or substances in excess of background levels during any phase of each project.
26. Documentation of personnel air sampling and analysis shall be posted at the job site on a daily basis. This documentation shall be transferred to the Owner when requested during project work and upon completion of each project.
27. The Professional Consultant shall monitor environmental contractor's work as necessary to insure site safety and security practices are performed based on

project plans, contract documents, industry regulations, and contemporary standards of care.

28. For asbestos and lead paint abatement projects, an entry logbook shall be maintained within the clean room area of the abatement containment. Anyone entering a regulated work area shall record the name, organization, time in and time out for each entrance. All personnel in a regulated work area or other designated control areas shall be medically monitored, have proper personnel protection equipment, have proper respiratory training if necessary, have fit testing accomplished within the last six months on their personal respirator if necessary and have authorization to enter the regulated work area(s). Entry into the work area by unauthorized personnel shall be documented and reported immediately by the Professional Consultant to the Owner designee.
29. The Professional Consultant shall be allowed to store equipment and park locked vehicles on Owner property at locations specified by Owner designees.
30. For project work assigned to the Professional Consultant, the Professional Consultant shall be responsible for continuous compliance with specific OSHA hazard communications to all parties involved with project work.
31. The Professional Consultant may be responsible for coordinating abatement or remediation work within the boundaries of a construction or renovation project managed by a General Contractor or Construction Manager hired by the Owner.
32. The Professional Consultant shall develop response action manuals (documents) upon the completion of each abatement or remediation project. The Professional Consultant shall insure all regulatory mandated records (as dictated by the specific work) are compiled within the manual. One original and two additional duplicate copies of the project specific manual shall be provided to the Owner, unless instructed otherwise by the Owner.
33. Unless instructed by the Owner, all school site testing and remediation work performed by the Professional Consultant shall be conducted during non-educational hours (i.e. evenings, weekends, summer intercession).
34. Any salvageable materials from abatements/remedial actions shall be retained by the Owner.
35. The Professional Consultant shall request that the environmental contractor furnishes adequate and proper fire protection for the phases of abatement/remedial activities.
36. The Professional Consultant shall request that the environmental contractor has proper respiratory protection for the specified work, that respiratory equipment is in good condition, and that the environmental contractor is changing filters out on an as

needed basis for PAPRs and half face respirators. If Type C respiratory equipment is required, the Professional Consultant shall ensure the respiratory system meets or exceeds standards set for CGA Type I (Gaseous Air) Grade D.

37. The Professional Consultant shall request that the environmental contractor has had his workers fit tested and that workers are medically monitored for negative air respiratory protection and have had appropriate respiratory training.
38. A no-smoking policy has been in effect since October 1, 1992 for all Owner owned/operated property.
39. The Professional Consultant shall be responsible for determining the adequacy of available utilities. Where utilities are not available or are inadequate at the job site, the Professional Consultant shall provide necessary temporary utilities required for the completion of his work.
40. No alcohol or drugs are permitted on Owner property. Violators will be subject to prosecution.
41. Firearms are not allowed on Owner property.
42. The Owner is committed to the education and safety of its students and employees. To that end, any Professional Consultant awarded the contract will be required to assure that the personnel assigned to the project are in full compliance with the Jessica Lunsford Act and do not possess criminal records that would violate Owner Policies and Procedures.
43. The Professional Consultant shall strictly prohibit interaction between their employees and the student population.
44. Professional Consultant's employees may not solicit, distribute or sell products while on Owner property.
45. Friends, guest, or family members of Professional Consultant's employees are not permitted on Owner property to simply visit a member of the Professional Consultant's staff or observe project related work.
46. Professional Consultant employees shall be required to dress neatly, without vulgar or otherwise offensive apparel, commensurate with the location and types of tasks being performed.
47. The Professional Consultant shall see that every employee on the Professional Consultant's work force is provided with an identification badge. The Professional Consultant shall see that all employees wear their badges on the outside of their apparel at all times when on Owner property.

48. It is the Professional Consultant's responsibility to ensure all his employees are legally allowed to work in the United States in accordance with U.S. Immigration policies.

49. The Professional Consultant shall prohibit his employees from disturbing paper on desks, opening desk drawers or cabinets or using School telephone or school office equipment.

WORK SCHEDULE

1. The Professional Consultant shall be available twenty-four (24) hours a day, seven (7) days a week, fifty-two (52) weeks a year and provide response to any given incident with adequate equipment, personnel, and materials within 24 hours of written notification by the Owner.

Exhibit "B"
Hourly Rate Schedule
RFQ #14-Q-007-KR
Continuing Contract for Environmental Engineering Services
AMEC Environmental and Infrastructure, Inc.

Labor Rates

| Classification | Not to Exceed Hourly Rate | Personnel |
|--|------------------------------|--|
| Principal/Corporate Manager | \$155.00 | Lisa Prieto, P.E, BCEE |
| Certified Industrial Hygienist | \$140.00 | Daniel Newfang, C.I.H., C.S.P. |
| Professional Engineer (Florida Registered) | \$125.00 | Russ Stauffer, P.E., MRSA, FLAC and Lucien Tender P.E. |
| Professional Geologist (Florida Registered) | \$125.00 | Dennis Kenney, P.G. |
| Licensed Asbestos Consultant (Florida Registered) | \$125.00 | Russ Stauffer, P.E., MRSA, FLAC |
| Field Geologist | \$80.00 | Andy Pinkerton, E.I.T. |
| AHERA Inspector | \$75.00 | Carver Gittens, Ron Cooperwood, Rolando Vargas, Angel Vizcarrondo, Dean Fao, Pete Mackay and Andrew Tosado |
| AHERA Management Planner | \$85.00 | Andy Pinkerton, E.I.T.; Carol Thoma, MRSA, CIEC |
| Radon Measurement Specialist | \$75.00 | Allan Brugger |
| Abatement Project Manager (asbestos, lead-based paint, guano) | \$80.00 | Ron Trapane, CIEC |
| Abatement Field Technician (asbestos, lead-based paint, guano) | \$60.00 | Ron Cooperwood, Angel Vizcarrondo, Dean Fao, Pete Mackay and Andrew Tosado |
| Clerical | \$45.00 | Phyllis Gray, Susan Brigham and Nancy Palmer |
| CAD Operator | \$60.00 | James Pickering |

Analytical Rates (Includes Markup)

| Classification | Price per Sample |
|---|------------------|
| Polarized Light Microscopy (PLM) | \$ 12.00 |
| Phase Contrast Microscopy (PCM) on site analysis | \$ 10.00 |
| Transmission Electron Microscopy (TEM) (48 hour turn around) | \$ 50.00 |
| Transmission Electron Microscopy (TEM) (24 hour turn around) | \$ 60.00 |
| ASTM method E1613 for lead (Pb) in air filter, wipe/swatch, and paint chip | \$ 10.00 |
| Andersen Impact Sample (cultured, fungal spore identification and count) | \$ 40.00 |
| Air-O-Cell Sample (non-cultured, fungal spore count) | \$ 35.00 |
| Swab Sample (cultured, fungal spore identification and count) | \$ 40.00 |
| Tape Lift Sample (cultured, fungal spore identification and count) | \$ 35.00 |
| Total Lead - EPA Method 6010 | \$ 38.50 |
| Semi-volatiles (PAH-list only) – EPA Method 8270 SIM water/soil (MasSpec method) | \$ 100.00 |
| Volatiles (BTEX+ MTBE) - Water: EPA Method 8021, Soil: EPA Method 8260 | \$ 50.00 |
| EPA Method 1312 (SPLP: Extraction Only) | \$ 53.00 |
| Eight RCRA metals (EPA Method 6020) for water | \$ 80.00 |
| Eight RCRA metals (EPA Method 6020) for soil | \$ 75.00 |
| Four RCRA Metals (As Cd Cr and Pb) (EPA Method 6020) for water | \$ 36.00 |
| Four RCRA Metals (As Cd Cr and Pb) (EPA Method 6020) for soil | \$ 36.00 |
| Pre-burn analysis package for petroleum (soil) (8270-PAHs, TRPH/FIPro, RCRA 8 metals, 8021w/MTBE) | \$ 291.00 |
| Toxicity Characteristic Leachability Procedure (TCLP) for lead (Pb) only (soil bulk) Method 1311 (extraction)/Method 6010 (analysis) - ICP metal | \$ 94.00 |
| EDB (via EPA Method 504/8011) | \$ 45.00 |
| Volatile Organic Halocarbons (chlorinated hydrocarbons) via EPA Method 5030 (water prep method) Method 5035 (soil prep method)/ Method 8260 (analysis) | \$ 66.00 |

Approved reimbursable expenses shall be billed at 1.1 times actual cost.

Each analysis and its correlating price is based on the industry's standard Turn Around Time (TAT).



Contract # _____
Approval Date: _____

The School Board of Brevard County, Florida
Exhibit "C"
Project Assignment
RFQ #14-Q-007-KR – Continuing Contract for Environmental Engineering Services

I. PURPOSE

This is a Project Assignment to the **Continuing Contract for Professional Services** approved on **Board Approval Date** between the **School Board of Brevard County, Florida** and **Legal Name of Professional Consultant** (Consultant) and made a part thereof. The purpose of this Project Assignment is to specify the required services of the Consultant to provide **Environmental Engineering Services** when and as authorized by the School Board's Representative, when School Board approval is required in accordance with School Board policy.

II. METHOD OF COMPENSATION

Consultant shall provide a proposal that identifies all costs to be incurred by the Owner for the professional services to be performed, to include a detailed breakdown of material and labor required to complete the Scope of Services detailed in this Project Assignment. All labor and material costs for each project shall be complete and detailed, and shall, without limitation, include and identify the number of hours of work by title and responsibility of workers/professionals performing the service, while adhering to the Hourly Rate Schedule & Reimbursable Expenses Schedule in Exhibit B to this Agreement for professional services.

Payment shall be in accordance with the above referenced agreement for professional services. Compensation for all services, material, supplies, training and any other items or requirements necessary to complete the work as described herein, for a total cost of **_____ Dollars (\$0.00)** allowing an additional **_____ Dollars (\$0.00)** for reimbursable expenses for a total not-to-exceed fee of **_____ Dollars (\$0.00)** payable at the rates attached hereto. At no time shall work fees exceed said amount of compensation herein without a written and executed Project Assignment.

III. PROJECT/LOCATION

Performance of services will be for _____ at: _____ located at _____, **Florida**.

IV. SCOPE OF SERVICES

Contractor's proposal shall include a detailed Scope of Services specific to this Project Assignment. This section is to include the detail required to identify the Scope of Services to be performed. If the proposal includes the exact detail of the Scope of Services required to complete the assigned task, then include only a brief description of services to be performed. If the scope of services is precisely and correctly detailed in the proposal, and the parties will rely on that description, then the description of the scope of services to be performed contained in the Consultant's proposal shall be deemed to be incorporated in this Project Assignment.

V. PROJECT SCHEDULE

This Project Assignment shall commence upon receipt of a Purchase Order, fully executed Project Assignment, and Notice to Proceed issued by School Board and continue until the Scope of Services is completed and accepted by the School Board's Representative. Said project shall maintain schedule as provided. If schedule is altered due to unforeseen delays the School Board's Representative shall be notified at once in writing.

The School Board's Representative and Consultant shall negotiate a proposed schedule for the successful and timely completion of the project. The Project Schedule shall include at a minimum the proposed start date and final completion date.

The Consultant's Scope of Services shall begin upon receipt of a Purchase Order, fully executed Project Assignment, and Notice to Proceed, and shall be completed by **XX/XX/XXXX**.

VI. CONSULTANT'S PROJECT TEAM MEMBERS

Consultant shall provide the **name, title, and responsibility** for each of the Consultant's and Subconsultant's employees proposed to complete the Scope of Services identified in this Project Assignment.

All personnel listed herein or on the Consultant's attached proposal must be cleared before entering School Board property, pursuant to Florida Statute 1012.465. The Consultant's Project Team Members must cooperate with school personnel to provide suitable identification to demonstrate the prior approval of the Office of District & School Security before entering any campus.

VII. CONSULTANT'S PROPOSAL

Consultant's Proposal must include the following detail specific to this Project Assignment:

1. A complete scope of Work to be performed.
2. A complete description of each phase of Work.
3. A time schedule for the Work.
4. All costs to be incurred by the Owner for the professional services to be performed.
5. An estimate of the Project Construction Budget, where appropriate.
6. Proposed Staff.
7. Proposed Sub-Consultants.
8. No terms shall be stated in the letter of understanding which are contrary to, or stated as superceding, the terms of this agreement unless expressly approved by the Owner in writing.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signature

IN WITNESS THEREOF, the above parties have executed this instrument, the name of each party being affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body

**THE SCHOOL BOARD OF
BREVARD COUNTY, FLORIDA:**

By: _____
Karen Henderson, Chairman

Date Approved: _____

ATTEST (WITNESS):

By: _____
Brian T. Binggeli, Ed.D., Superintendent

PROFESSIONAL CONSULTANT:

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST (WITNESS):

By: _____

Print Name: _____

Title: _____

Professional Consultant Contact Name: Contact
Email Address: e-mail address of contractor contact
Phone Number: Phone number of contractor contact



**CONTINUING CONTRACT FOR
PROFESSIONAL SERVICES**

BETWEEN

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA
2700 Judge Fran Jamieson Way
Viera, Florida 32940-6601

hereinafter referred to as the Owner

AND

CONESTOGA-ROVERS & ASSOCIATES, INC.
718 Northlake Boulevard, Suite 1020
Altamonte Springs, FL 32701

hereinafter referred to as the Professional Consultant

**PROJECT: Environmental Engineering Services
For Construction Projects Not To Exceed \$2,000,000
Or For Studies With A Fee Not To Exceed \$200,000**

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

TABLE OF CONTENTS

| | | |
|-------------|---|---------|
| Article 1 | Definitions | Page 03 |
| Article 2 | Relationship of the Parties | Page 05 |
| Article 3 | Basic Services/Professional Consultant's Responsibilities | Page 06 |
| Article 4 | Compensation | Page 09 |
| Article 5 | Period of Services | Page 12 |
| Article 6 | Owner's Responsibilities | Page 12 |
| Article 7 | Additional Services | Page 13 |
| Article 8 | Notices | Page 13 |
| Article 9 | Insurance | Page 14 |
| Article 10 | Indemnification | Page 15 |
| Article 11 | Termination of Agreement | Page 16 |
| Article 12 | Successors/Assignment | Page 17 |
| Article 13 | Ownership of Documents/Information | Page 17 |
| Article 14 | Additional Provisions | Page 18 |
| Exhibit "A" | Scope of Services | |
| Exhibit "B" | Hourly Rate Schedule | |
| Exhibit "C" | Project Assignment | |

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

This **AGREEMENT** is made as of the date of Board Approval, between

Between the Owner:

The School Board of Brevard County, Florida
2700 Judge Fran Jamieson Way
Viera, Florida 32940-6601

and the Professional Consultant:

Conestoga-Rovers & Associates, Inc.
718 Northlake Boulevard, Suite 1020
Altamonte Springs, FL 32701

For Professional Services in connection with the Project known as:

**Environmental Engineering Services
For Construction Projects Not To Exceed \$2,000,000
Or For Studies With A Fee Not To Exceed \$200,000**

The Owner and the Professional Consultant agree as set forth below:

ARTICLE 1

DEFINITIONS

The following words and phrases where appearing in initial capitalization, shall for the purposes of this Agreement have the following meanings:

- 1.1 Additional Services. Additional Services shall consist of the professional services agreed to be performed by the Professional Consultant in connection with the Project but which are not specifically designated as Basic Services in Exhibit "A".
- 1.2 Additional Services Compensation. Additional Services Compensation shall be the fees determined in accordance with Article 7 to be paid by the Owner to the Professional Consultant in connection with the performance of Additional Services.
- 1.3 Basic Services. Basic Services shall consist of the professional services as indicated and specifically designated in Exhibit "A" to be performed and provided by the Professional Consultant under this Agreement in connection with the Project.
- 1.4 Basic Services Compensation. Basic Services Compensation shall be the fee designated in Article 4 to be paid by the Owner to the Professional Consultant in connection with the performance of the Basic Services by the Professional Consultant.
- 1.5 Construction Contract Documents. The Construction Contract Documents shall consist of the plans, project manual and specifications prepared by the Professional Consultant, and any addenda and change orders thereto, and the Owner-Contractor Agreement, all of which shall be compatible and consistent with this Agreement.
- 1.6 Contractor. The Contractor is the person or entity which enters into an agreement with the Owner to perform the construction of or any construction related to the Project including, without limitation, the providing of labor, materials, and equipment

incorporated or to be incorporated into the Project. The term "Contractor" means the General Contractor, Construction Manager or Design Builder or its authorized representative.

- 1.7 Design Criteria Package. Performance-based criteria establishing the scope of work for a Design/Build project, conforming to the requirements of 287.055(2)(j) F.S.
- 1.8 Owner's Representative. The Owner shall designate, when necessary, a representative authorized to act in the Owner's behalf with respect to the Project.
- 1.9 Project. The Project shall be as set forth above, and shall be for projects at selected facilities determined by the Owner to require the services as described in Exhibit "A". All or part of these services may be required and will be determined by the Owner and stated in writing before any work is performed.
- 1.10 Project Contract Documents. The Project Contract Documents shall consist of the Reports, Surveys, Management Plans, Programs, Investigation Reports, Sampling Reports and other Documentation prepared by the Professional Consultant, and any addenda thereto, all of which shall be compatible and consistent with this Agreement.
- 1.11 Project Construction Budget. An estimate of the construction contract award cost or Guaranteed Maximum Price (GMP) of the Project. The estimate shall contain the design cost for Design/Build Projects.
- 1.12 Reimbursable Expenses. Reimbursable Expenses are those actual expenditures made by the Professional Consultant, its employees, or its subconsultants in connection with the Project, which are over and above those provided for in Basic Services and are authorized by the Owner in writing in advance.
- 1.13 Services. The Services to be performed by the Professional Consultant under this Agreement shall consist of the Basic Services described in Article 3 and any Additional Services under Article 7.
- 1.14 Work. The Work shall consist of the total design and related services performed by the Professional Consultant for the Project.

ARTICLE 2

RELATIONSHIP OF THE PARTIES

- 2.1 Professional Consultant Services. The Professional Consultant shall provide professional services for the Project in accordance with the terms and conditions of this Agreement. The Professional Consultant's performance of services shall be as professional consultant to the Owner to carry out the activities of Project design, evaluation, reporting, if applicable construction administration and to provide the technical documents and engineering services to achieve the Owner's Project objectives. The Professional Consultant certifies to the Owner that it is licensed, registered or certified in all required professional disciplines to meet the requirements of Florida Statutes, D.O.E. regulations, and to meet the requirements of the specific Project. If the Professional Consultant should at any time lose such license, registration or certification in any required discipline, it shall immediately notify the Owner. If the Owner determines that the Professional Consultant cannot perform the professional services required under this Agreement, it shall declare this Agreement void and be obligated to only pay for those services rendered before loss of license, registration or certification after deducting the compensation and related expenses to hire another Professional Consultant to perform the Work required for the Project.
- 2.2 Owner Representation. The Owner shall designate, when necessary, representatives authorized to act in the Owner's behalf with respect to the Project. The Owner or such authorized representative shall examine the documents submitted by the Professional Consultant and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Professional Consultant services. Instructions by the Owner to the Professional Consultant relating to services performed by the Professional Consultant shall be issued or made by or through in accordance with procedural, organizational, and documentation standards established by the Owner. Communications and submittals of the Professional Consultant to the Owner and Contractor shall be issued or made in accord with similar procedural and documentation standards established by the Owner. The Owner shall have the authority to establish procedures, consistent with this Agreement, to be followed by the Professional Consultant and Contractor and to call periodic conferences to be attended by the Professional Consultant, and his subconsultants, throughout the term of this Agreement.
- 2.3 Other Consultants. The Owner may provide drawings, data, recommendations, suggestions, consultation and/or other information relating to the Project from other Consultants under separate contract with the Owner. The Professional Consultant shall coordinate and cooperate with the Owner's other consultants.
- 2.4 Professional Consultant Representation.
- 2.4.1 The Professional Consultant shall provide to the Owner a list of the proposed key project personnel of the Professional Consultant to be assigned to the Project. This list shall include such information on the professional background of each of the assigned personnel to demonstrate their professional capabilities. Such key personnel shall be satisfactory to the Owner and shall not be changed except with the consent of the Owner unless said personnel cease to be in the Professional Consultant's employ.

- 2.5 Division of Responsibilities/Services. The Professional Consultant understands and agrees that should the Owner or other Consultant provide the Professional Consultant with any estimating assistance, cost or time control recommendations or other consultation, recommendations or suggestions, any or all such activities on the part of the Owner, consultant, or any other representative of the Owner shall in no way relieve the Professional Consultant of the responsibility of fulfilling its obligations and responsibilities under this Agreement.
- 2.6 Prohibition Against Contingent Fees. The Professional Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Professional Consultant, to solicit or secure this agreement and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional Consultant any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement..
- 2.7 Truth-In-Negotiation. The Professional Consultant certifies that wage rates and other factual unit costs supporting the compensation herein stated are accurate, complete, and current as of the date of this Agreement. The original Project Fee, Hourly Fees and Reimbursable Expenses and any additions thereto shall be adjusted to exclude any significant sums by which the Owner determines these Fees or Expenses were increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs. All such adjustments shall be made within one year following the end of the Agreement.

ARTICLE 3

BASIC SERVICES/PROFESSIONAL CONSULTANTS' RESPONSIBILITIES

- 3.1 Scope of Services.
- 3.1.1 The Basic Services to be provided by the Professional Consultant shall be performed in the phases approved by the Owner and shall include all services customarily furnished in accordance with generally accepted industry practices for this type of professional service consistent with the terms of this Agreement, and specifically identified and described in Exhibit "A" attached hereto and made a part of this Agreement. Without limiting the generality of the services set forth in Exhibit "A", the Basic Services shall include any other professional services which are normally or customarily furnished and reasonably necessary for the performance of the tasks and duties and obligations set forth in Exhibit "A".
- 3.1.2 The Professional Consultant shall provide all necessary documents and other services required for the Work. All Work shall be performed in accordance with: Florida School Law, Rules of Florida State Department of Education, State Requirements for Educational Facilities (SREF), Florida Building Code, Florida Fire Prevention Code, FAC Rule 6-2, Brevard County Public School Guideline Standards, Brevard County Public School Board Policy and any other code or regulation both Federal and State pertaining to the Project.
- 3.2 Professional Consultant's Professional Responsibility and Standard of Care.

- 3.2.1 By execution of this Agreement, the Professional Consultant hereby warrants that (a) it is an experienced, established firm having the ability and skill necessary to perform all the services required of it under this Agreement in connection with scope and complexity of the Project contemplated herein; (b) it has the capabilities and resources necessary to perform its obligations hereunder; and (c) it is familiar with current laws, rules and regulations which are applicable (such laws, rules and regulations including, but not limited to, local ordinances, requirements of building codes of city, county, state and federal authorities which are applicable to the Project, local sanitary laws and rules and regulations, and orders and interpretations by governing public authorities of such ordinances, requirements, codes, laws, rules and regulations in effect at the time of commencement of services applicable to the Project), and that all drawings, specifications and other documents prepared by the Professional Consultant shall be prepared in accordance with and shall accurately meet, reflect and incorporate all such laws, rules and regulations.
- 3.2.2 The Professional Consultant hereby represents and agrees within the professional standard of care that the Reports, Surveys, Management Plans, Programs, Investigation Reports, Sampling Reports, Drawings, Specifications, Documents and other services prepared by it pursuant to this Agreement shall be complete and functional for the purposes intended, as mutually agreed upon between the Owner and the Professional Consultant, except as to any deficiencies which are due to causes beyond the control of the Professional Consultant, and that the Project, if undertaken or constructed in accordance with the intent established by such documents, shall be suitable for the purpose intended.
- 3.2.3 The Professional Consultant shall be responsible for any negligent acts, errors, or omissions in the drawings, specifications, documents and other services within the normal standard of care at the time services are rendered. While the Professional Consultant cannot guarantee the various documents and services required herein to be completely free of minor human errors and omissions, it shall be the responsibility of the Professional Consultant throughout the period of performance under this Agreement to use due care with professional competence. The Professional Consultant will correct at no additional cost to the Owner any negligent acts, errors and omissions in the drawings, specifications, documents and other services prepared by the Professional Consultant. The Professional Consultant further agrees, at no additional cost, to render assistance to the Owner in resolving problems identified by the Owner relating to the design, specified materials or related Project issues.
- 3.2.4 It is the responsibility of the Professional Consultant to make certain that all Reports, Surveys, Management Plans, Programs, Investigation Reports, Sampling Reports Drawings, Specifications and other Documents are in accordance with applicable laws, statutes, building codes and regulations and that appropriate reviews and approvals are requested and obtained from Federal, State and local governments.
- 3.2.5 It is the responsibility of the Professional Consultant to assure that the Project Construction Documents require that no asbestos containing materials are to be incorporated in the Project, and that the Contractor must certify that no asbestos containing material was used as a pre-condition to final payment.
- 3.2.6 If bids exceed the Project Construction Budget The Professional Consultant shall, at no additional cost to the Owner, assist the Owner and the Contractor in Value Engineering or scope reductions necessary to meet the Project Construction Budget. Such assistance shall include, but shall not be limited to, participating in discussions,

meetings and decisions and revising existing documents or providing additional documents as necessary to obtain pricing for and implement the Value Engineering and/or scope reductions.

3.3 Project Requirements.

3.3.1 During all phases of the Project the Professional Consultant shall prepare such estimates as the Owner deems necessary, at no additional cost to the Owner, to represent the estimated Project cost and shall supply such data, information or estimates as the Owner may require to substantiate the Professional Consultant's estimate of the Project cost.

3.3.2 The Design Consultant shall not be responsible for the Contractor's means, methods, sequences or techniques of construction; the Contractor's safety procedures, or the Contractor's failure to comply with the Construction Contract Documents or Project Contract Documents, plans, specifications, and applicable codes.

3.4 Project Conferences.

3.4.1 Throughout all phases of the Project, the Professional Consultant and its subconsultants shall meet periodically with the Owner when reasonably requested. Participants shall be as determined by the Owner and may include, but not be limited to:

3.4.1.1 Predesign and design conferences as necessary or as required by the Owner.

3.4.1.2 Prebid and preconstruction conference for each construction contract.

3.4.1.3 Construction progress meetings as may be required by the Owner.

3.4.1.4 Substantial Completion, Final Completion and completion of warranty period inspections for each construction contract.

3.4.2 The Professional Consultant shall be responsible for scheduling, taking meeting minutes, and attending any meetings necessary to properly coordinate the design effort including, without limitation, meetings with governing agencies, code officials and applicable utilities.

ARTICLE 4
COMPENSATION

4.1 Basic Services Compensation.

The Owner shall compensate the Professional Consultant in accordance with the terms and conditions of this Agreement, including the following:

- 4.1.1 For the Basic Services of the Professional Consultant, Basic Services Compensation shall be an amount determined based on the required effort-hours and the Hourly Rate Schedule included as Exhibit "B". Such amount to be set forth in writing and made a part of this Agreement by reference.

It is the intent of this Agreement that each project assignment for which services are to be performed under this Agreement shall be dealt with individually and made a part of this Agreement by reference.

- 4.1.1.1 A Consultant's Proposal shall be prepared for each project assignment and shall include:

1. A complete scope of Work to be performed.
2. A complete description of each phase of Work.
3. A time schedule for the Work.
4. All costs to be incurred by the Owner for the professional services to be performed.
5. An estimate of the Project Construction Budget, where appropriate.
6. Proposed Staff.
7. Proposed Sub-Consultants.
8. No terms shall be stated in the letter of understanding which are contrary to, or stated as superceding, the terms of this agreement unless expressly approved by the Owner in writing.

When the Professional Consultant's fee amount exceeds \$25,000 (or the amount set forth in Board policy), Exhibit "C" Project Assignment shall be utilized and signed by both parties. When the Professional Consultant's fee amount is less than or equal to \$25,000 (or the amount set forth in Board policy), the Consultant's Proposal will be accepted by the issuance of a Purchase Order.

- 4.1.1.2 No amount is to be included in the Project Construction Budget for the cost of land or other non-construction costs which are the responsibility of the Owner.

- 4.1.1.3 Should the Owner request additions to the Project which would cause a change or changes in the scope of the Work or previously approved designs or design criteria, the Project Construction Budget shall be increased by the aggregate amount of such change(s) and the Professional Consultant's fee shall be increased as an Additional Service in relation to the effort required for the change(s).

- 4.1.1.4 In the event the Owner requests changes to the Project which would decrease the Project Construction Budget, basic compensation due the Professional Consultant shall be adjusted downwards for remaining services to be performed but not for services already performed to the date of receipt by the Professional Consultant of

the written requested change in accordance with the basic payment schedule set forth in Exhibit "A".

- 4.1.2 The Basic Services Compensation stated in paragraph 4.1.1 includes all compensation and other payments due the Professional Consultant (manpower, overhead, profit, direct costs, etc.) in the performance of the Basic Services.
- 4.1.3 The Professional Consultant certifies that his wage rates, unit costs and other factual data which may have been furnished the Owner to support the compensation schedule are accurate, complete and current at the time of entering into this Agreement. It is mutually understood between the Professional Consultant and the Owner that the original fee schedule and any additions there to shall be adjusted within one year, if required, to exclude any significant sums wherein the Owner determines the fee was increased due to inaccurate, incomplete or noncurrent wage rates, unit costs and other factual data which may have been furnished by the Professional Consultant.
- 4.1.4 Compensation shall be based on the number of hours spent by each employee directly attributable to services required for each specific project, and shall not include travel time to and from the project sites. Hourly rates for Direct Personnel Expense shall be in compliance with Exhibit B and in no case may be billed using a multiplier greater than two point five (2.5).
- 4.2 Payments to the Professional Consultant. Payments on account of the Professional Consultant shall be made as follows:
 - 4.2.1 Payments for Basic Services shall be made monthly in proportion to services performed based on a Payment Schedule included in Exhibit "A" upon presentation of the Professional Consultant's statement of services, fully supported by invoices, time sheets, and certifications if requested that all subconsultants have been paid, and other documentation if requested by the Owner.
 - 4.2.2 No deductions shall be made from the Professional Consultant's Basic Services Compensation on account of penalty, liquidated damages, retainage or other sums withheld from payments to Contractor.
 - 4.2.3 Deductions may be made from the Professional Consultant's Basic Services Compensation on account of errors and omissions in the drawings, specifications, documents and other services prepared by the Professional Consultant in accordance with the provisions of Paragraph 3.2.3.
 - 4.2.4 Payments due for Reimbursable Expenses incurred while performing Basic or Additional Services shall be computed at 1.1 times actual costs. Reimbursable Expenses shall include actual expenditures made by the Professional Consultant, his employees, or his subconsultants in the interest of the project limited as defined in Article 1.11. Before incurring any Reimbursable Expenses, the Professional Consultant must request and receive written authorization from the Owner.
 - 4.2.5 Final payment to the Professional Consultant shall not be made by the Owner until the following items have been received by the Owner:
 - 1. Electronic copies of all drawings, specifications, documents and other services prepared by the Professional Consultant in connection with the Project, in

conformance with Article 13.1, including incorporation of the Contractor's "As-Built" records of the Project, if required in Exhibit "A".

2. All certifications required by: applicable laws, statutes, building codes and regulations; Federal, State and local governments; or Exhibit "A".

4.3 Additional Services Compensation.

4.3.1 Prior to any Additional Services, as described in Article 7 herein, performed by the Professional Consultant hereunder, the Professional Consultant and Owner shall negotiate an equitable adjustment to the Basic Services Compensation.

4.3.2 Payments for Additional Services to the Professional Consultant shall be made monthly upon presentation of the Professional Consultant's statement of services, fully supported by invoices, time sheets/cards, and other documentation as requested by the Owner. Professional Consultant expressly waives any right to payment for any Additional Services rendered if Professional Consultant does not give written notice of its claim that the services are additional within twenty (20) days of rendering the services, and if such services are not billed as Additional Services within sixty (60) days following their rendition.

4.4 Accounting Records.

4.4.1 Records of the Professional Consultant with respect to Basic Services and Additional Services and payroll, subconsultant and other expenses (including Reimbursable Expenses) pertaining to the Project, shall be kept on generally accepted accounting principles and shall be available to the Owner or its authorized representative for inspection and copying at mutually convenient times.

4.4.2 At the request of the Owner or its authorized representative the Professional Consultant will supply in a timely manner and certify as accurate, unaltered copies of all time sheets, invoices, and other documents to substantiate and document any and all Additional Services and Reimbursable Expenses.

4.5 Professional Consultant shall not be entitled to receive payment hereunder until Owner is provided such lien waivers, including lien waivers from Professional Consultant's subconsultants, detailed descriptions of services, and sworn statements of certification stating Professional Consultant's services are in compliance with the requirements of this Agreement, as Owner may reasonably require in connection with Professional Consultant's request for payment.

ARTICLE 5

PERIOD OF SERVICE

- 5.1 Specific dates relating to the period of services shall be for three (3) years, with optional renewable for an additional two (2) year period, except that the Agreement may be terminated by either party as provided in Article 11. Original Agreement date shall begin on the date of Board Approval and continue for an initial three (3) year period. This Agreement shall have the option to renew, with such option to be exercised by written agreement of the parties, for one additional two year period.

ARTICLE 6

OWNER'S RESPONSIBILITIES

- 6.1 The Owner shall, with the assistance of the Professional Consultant, provide full information regarding the requirements for the Project.
- 6.2 The Owner shall examine documents submitted by the Professional Consultant and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Professional Consultant's Services.
- 6.3 The Owner shall pay for laboratory tests, inspections and reports as required by the project scope that are not otherwise called for in this Agreement. The Professional Consultant shall review and confirm the sufficiency of any test and information furnished to Professional Consultant by or on behalf of Owner pursuant to Paragraph 6.5.
- 6.4 The Owner may furnish such legal, accounting, and insurance counseling services as the Owner may deem necessary for the Project, and such auditing services as it may require to ascertain how, or for what purposes, the Contractor has used the moneys paid to it under the Construction Contract.
- 6.5 All services, information, surveys and reports required of the Owner, shall be furnished at the Owner's expense and the Professional Consultant shall be entitled to rely upon their accuracy and completeness.
- 6.6 The Owner shall furnish information and approvals required of it expeditiously, for orderly progress of the Work.
- 6.7 The Owner shall pay for and the Professional Consultant shall assist the Owner in obtaining all necessary permits, licenses, approvals, assessments, and charges required for the construction, use or occupancy of permanent structures and site improvements or for permanent changes to existing facilities.
- 6.8 The Owner shall designate a representative or other party to act in the Owner's behalf with respect to the Project. The Owner's Representative for the Project is the Assistant Superintendent of Facilities Management Services. He shall have the authority to approve changes in the scope of the Project and shall be available during working hours as often as may be necessary to examine information, to render decisions and to furnish information in a timely manner. He shall also have the authority to designate other representatives to act on his behalf with respect to

this Agreement. All decisions rendered by the Owner's representative are subject to review and approval by the School Board.

- 6.9 The Owner shall provide for all investigation testing, analysis and abatement of any asbestos containing material that may exist in the Owner's facilities.

ARTICLE 7

ADDITIONAL SERVICES

- 7.1 Attached hereto and made a part of this Agreement as Exhibit "B" are the Hourly Rates that will be used for determining the fees to be paid for Additional Services. Such services shall be authorized in advance by the Owner.
- 7.2 The Owner will compensate the Professional Consultant for authorized Additional Services performed as herein provided to the extent that they exceed the obligations of the Professional Consultant for Basic Services under this Agreement.

ARTICLE 8

NOTICES

- 8.1 Any notice required by this Agreement or other communications to either party by the other shall be in writing and deemed given when delivered personally or when deposited in the United States Post Office, first class, postage prepaid, addressed as follows, or to such other address as shall be duly given by notice meeting the requirement of this Article.

To Owner:

The School Board of Brevard County, Florida
2700 Judge Fran Jamieson Way
Viera, Florida 32940-6601

Attention:

Dane Theodore AIA, CGC; Assistant Superintendent; Facilities Management
Services
Joseph A. Ranaldi AIA; Director; Planning & Project Management

To Professional Consultant:

Conestoga-Rovers & Associates, Inc.
718 Northlake Boulevard, Suite 1020
Altamonte Springs, FL 32701

Attention:

Jeff R. Steger, Project Manager

ARTICLE 9

INSURANCE

- 9.1 The Professional Consultant shall purchase and maintain workers' compensation insurance for all of their employees during the entire period of this contract. The Professional Consultant shall also purchase and maintain for the entire period of this contract, insurance that protects itself and the Owner from any and all claims resulting from negligent or wrongful acts or omissions, damages due to bodily injury, including personal injury, sickness, disease or death of any of the Professional Consultant's employees or any other person; claims for damages because of injury to or destruction of personal property including loss of use resulting therefrom; and claims arising out of the performance of this Agreement and caused by negligent acts or omissions for which the Professional Consultant is legally liable. All insurance provided under this Agreement shall be through an insurance carrier acceptable to the Owner. The insurance carrier shall be rated "A-" or better by Best's Key Rating Guide and shall provide the Owner with evidence of financial strength. The minimum limits of insurance coverage shall be as follows:

| Insurance Description | Minimum Required Coverage |
|---|----------------------------------|
| a. General Liability Insurance: | |
| Bodily Injury: Per Claim | \$ 1,000,000.00 |
| Bodily Injury: Per Occurrence | \$ 2,000,000.00 |
| Property Damage: Each Accident | \$ 1,000,000.00 |
| b. Automobile Liability: | |
| Bodily Injury: Per Claim | \$ 500,000.00 |
| Bodily Injury: Per Occurrence | \$ 1,000,000.00 |
| Property Damage: Each Occurrence | \$ 500,000.00 |
| c. Product Liability or Completed Operations Insurance: | |
| Bodily Injury: Per Claim | \$ 500,000.00 |
| Bodily Injury: Per Occurrence | \$ 1,000,000.00 |
| d. Professional Liability Insurance: | |
| Each Claim | \$ 500,000.00 |
| Each Occurrence | \$ 1,000,000.00 |
| e. Workers' Compensation/Employer's Liability: | |
| W.C. Limit Required | Statutory Limits |
| E.L. Each Accident | \$ 1,000,000.00 |
| E.L. Disease – Each Employee | \$ 500,000.00 |
| E.L. Disease – Policy Limit | \$ 1,000,000.00 |

Workers' Compensation Exemption forms will not be accepted for the project Architect, Engineer, General Contractor, or Sole Practitioner that intends to subcontract the work to other individuals or companies. These entities or individuals are required to purchase a Workers' Compensation insurance policy.

- 9.2 The General and Auto liability insurance policies required under Section 9.1 of this Agreement shall name the Owner as an additional insured and shall contain a waiver of subrogation against the Owner. The Owner shall also be listed as an additional

insured on the Professional Consultant's Professional Liability insurance policy should the policy be on a form other than a "claims made" policy.

- 9.2.1 The Professional Consultant shall deliver to the Owner a certificate of insurance for its Workers' Compensation, General Liability, Auto Liability and Professional Liability prior to the commencement of work and annually thereafter, so long as it is required to maintain such coverage under Article 9.4.
- 9.3 Evidence of such insurance shall be furnished to the Owner as part of this Agreement, and the Owner shall receive thirty (30) days prior written notice of any cancellation, non-renewal or reduction of coverage of any of the policies. Upon notice of such cancellation, non-renewal or reduction, the Professional Consultant shall procure substitute insurance so as to assure the Owner that the minimum limits of coverage are maintained continuously throughout the period of this Agreement.
- 9.4 The Professional Consultant shall maintain Professional Liability insurance in force during the performance of this Agreement and for three years after the conclusion of this agreement.
- 9.5 The Professional Consultant shall require the provisions of this Article 9 to apply in full force and effect to its subconsultants and shall provide to the Owner certificates of insurance as described in Article 9.2 for all subconsultants.
- 9.6 The Owner may elect to purchase insurance under an Owner Controlled Insurance Program, in which case the Professional Consultant will not be required to provide insurance, but will provide coordination with the Owner and the Owner's insurance administrator, as required.

ARTICLE 10

INDEMNIFICATION

- 10.1 Notwithstanding anything to the contrary contained herein, the Professional Consultant shall indemnify and hold harmless the Owner and its officers, agents and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from (1) the Professional Consultant's performance or failure to perform its obligations under this Agreement and (2) any claim, damage, loss or expense attributable to bodily injury, sickness, disease, intentional acts or death, or to injury to or destruction of personal property including the loss of use resulting therefrom and caused by any negligent act or omission of the Professional Consultant, anyone directly or indirectly employed by the Professional Consultant or anyone for whose acts the Professional Consultant may be liable to the extent and in proportion to the Professional Consultant's comparative degree of fault. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Article.
- 10.2 Except as otherwise set forth in this Agreement, the Professional Consultant and the Owner shall not be liable to each other for any delays in the performance of their respective obligations and responsibilities under this Agreement which arise from causes beyond their control and without their fault or negligence, including but not limited to, any of the following events or occurrences: fire, flood, earthquake, epidemic, atmospheric condition of unusual severity, war, and strikes. Owner shall

not be liable to the Professional Consultant for acts or failures to act by Owner, the Contractor or the Owner's Consultants. The Professional Consultant shall not be liable for acts or failures to act by the Contractor, the Owner, or Owner's Consultants.

ARTICLE 11

TERMINATION OF AGREEMENT

- 11.1 Upon the appointment of a receiver for the Professional Consultant, or if the Professional Consultant makes a general assignment for the benefit of creditors, the Owner may terminate this Agreement, without prejudice to any right or remedy otherwise available to the Owner, upon giving three (3) days written notice to the Professional Consultant. If an order for relief is entered under the bankruptcy code with respect to the Professional Consultant, the Owner may terminate this Agreement by giving three (3) working days written notice to the Professional Consultant unless the Professional Consultant or the trustee: (1), promptly cures all breaches; (2), provides adequate assurances of future performance; (3), compensates the Owner for actual pecuniary loss resulting from such breaches; and (4), assumes the obligations of the Professional Consultant within the statutory time limits.
- 11.2 If the Professional Consultant refuses or fails, except in cases for which extension of time is provided, to supply sufficient properly skilled staff or proper materials, or disregards laws, ordinances, rules, regulations or orders of any public authority jurisdiction, or otherwise violates or breaches any term or provision of this Agreement, then the Owner may, without prejudice to any right or remedy otherwise available to the Owner, and after giving the Professional Consultant seven (7) days prior written notice, terminate this Agreement.
- 11.3 Upon termination of this Agreement by the Owner under Articles 11.2 and 11.3 it shall be entitled to furnish or have furnished the Services to be performed hereunder by the Professional Consultant by whatever method the Owner may deem expedient. Also, in such cases, the Professional Consultant shall not be entitled to receive any further payment until completion of the Work; and the total compensation to the Professional Consultant under this Agreement shall be the amount which is equitable under the circumstances.
- 11.4 The Owner or Professional Consultant may, upon thirty (30) days written notice, terminate this Agreement, in whole or in part, at any time for the convenience of both parties, without prejudice to any right or remedy otherwise available to the Owner. Upon receipt of such notice, the Professional Consultant shall immediately discontinue all services affected unless such notice directs otherwise. In the event of a termination for convenience of the Owner, the Professional Consultant's sole and exclusive right and remedy is to be paid for all work performed and to receive equitable adjustment for all work performed through the date of termination. The Professional Consultant shall not be entitled to be paid any amount as profit for unperformed services or consideration for the termination of convenience by the Owner.
- 11.5 Should the Owner terminate this agreement as provided for under this Article, the Owner will acquire such drawings, including the ownership and use of all drawings, specifications, documents and materials relating to the Project prepared by or in the possession of the Professional Consultant, prior to final payment to the Consultant.

The Professional Consultant will turn over to the Owner in a timely manner and in good unaltered condition all original drawings, specifications, documents and materials. In the event of any termination pursuant to Articles 11.2 or 11.3 of this Agreement, the Professional Consultant consents to the Owner selection of another consultant of Owner's choice to assist the Owner in any way in completing the Project. Professional Consultant further agrees to cooperate and provide any information requested by the Owner in connection with the completion of the Project and consents to and authorizes the making of any reasonable changes to the design of the Project by Owner and such other consultant as Owner may desire. Any services provided by the Professional Consultant which are requested by the Owner after termination shall be fairly compensated by Owner.

- 11.6 The payment of any sums by the Owner under this Article 11 shall not constitute a waiver of any claims for damages by the Owner for any breach of the Agreement by the Professional Consultant.

ARTICLE 12

SUCCESSORS/ASSIGNMENT

- 12.1 This Agreement shall inure to the benefit of and be binding on the heirs, successors, assigns, trustees and personal representatives of the Owner, as well as the permitted assigns and trustees of the Professional Consultant.
- 12.2 The Professional Consultant shall not assign, sublet or transfer its interest in this Agreement without the written consent of the Owner, except that the Professional Consultant may assign accounts receivable to a commercial bank or financial institution for securing loans, without prior approval of the Owner.

ARTICLE 13

OWNERSHIP OF DOCUMENTS/INFORMATION

- 13.1 Drawings and Specifications and other documents as instruments of service are and shall remain the joint property of the Professional Consultant and the Owner whether the Project for which they are made is built or not. The Professional Consultant shall provide, and the Owner shall retain, electronic copies of Drawings in AutoCAD or TIF format, Specifications in MS Word format and other documents in AutoCAD, MS Word, MS Excel, MS Access or MS Project as appropriate for information, reference and use in connection with the Owner's use and occupancy of the Project and for the Owner's future requirements of the Project's facilities including without limitation any alteration or expansion in any manner the Owner deems appropriate without additional compensation or fee to the Professional Consultant. The Owner shall assume responsibility in connection with its use of the Drawings and Specifications without the Professional Consultant's consent.

ARTICLE 14

ADDITIONAL PROVISIONS

- 14.1 The Owner and Professional Consultant agree to endeavor to provide written notification in advance of any litigation, concerning claims, disputes, and other matters in question between the parties to this Agreement arising out of or relating to this agreement or the breach thereof.
- 14.2 The parties agree to endeavor to negotiate in good faith, prior to litigation, concerning claims, disputes and other matters in questions arising out of or relating to this Agreement or the breach thereof.
- 14.3 Nothing herein contained shall be construed to require the parties to provide written notifications or engage in negotiations prior to the institution of litigation nor to submit for arbitration by a third party or parties any such claim, dispute or other matter in question between the parties but the parties may by mutual agreement submit any claim dispute or other matter at issue to arbitration in accordance with Florida State Law or such other arbitration procedure as may be mutually agreed upon between the parties.
- 14.4 Whenever renderings, photographs of renderings, photographs of models, photographs, drawings, announcements, or other illustration or information of the Project are released for public information, advertisement or publicity, appropriate and proper credit for engineering and other services, to the fullest extent possible, will be given to the Professional Consultant, and ownership of the project to the Owner.
- 14.5 This Agreement and its Exhibits and Attachments represent the entire and integrated agreement between the Owner and the Professional Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Professional Consultant.
- 14.6 Unless otherwise specified, this Agreement shall be governed by the law of the State of Florida, USA. It is expressly agreed by both parties that any litigation must be filed in courts of law in Brevard County, Florida.
- 14.7 If any one or more of the provisions contained in this Agreement, for any reason, are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 14.8 Except where specifically stated otherwise, all periods of time stated in terms of days shall be considered periods calculated in calendar days.
- 14.9 The headings or captions within this Agreement shall be deemed set forth in the manner presented for the purposes of reference only and shall not control or otherwise affect the information set forth therein or interpretation thereof.
- 14.10 For the purpose of this Agreement unless the context clearly indicates otherwise, the singular includes the plural, and the plural includes the singular.

- 14.11 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, which shall be sufficient evidence by any one thereof.
- 14.12 **Jessica Lunsford Act.** Professional Consultant shall, at its expense, ensure that all of Professional Consultant's employees and the employees of Professional Consultant's subcontractors who will be permitted access on school grounds when students are present meet the background screening requirements of Section 1012.465, Fl. Stat., (Jessica Lunsford Act). Professional Consultant's failure to comply with this requirement will constitute a material breach of the contract.

This Agreement executed the day and year first written above.

**THE SCHOOL BOARD OF
BREVARD COUNTY, FLORIDA:**

By: _____
Karen Henderson, Chairman

Date Approved: _____

ATTEST (WITNESS):

By: _____
Brian T. Binggeli, Ed.D., Superintendent

PROFESSIONAL CONSULTANT:

By: 

Print Name: Jeff Steger

Title: Senior Engineer

Date: 5/12/14

ATTEST (WITNESS):

By: 

Print Name: Kristine Rumping

Title: Purchasing Manager

Professional Consultant Contact Name: Jeff R. Steger, Project Manager
Email Address: jsteger@croworld.com
Phone Number: 321-258-9932

Exhibit "A"

Scope of Services

RFQ #14-Q-007-KR Environmental Engineering Services

GENERAL SCOPE OF WORK

Drawn from a unit cost schedule, hourly rate for services/materials such as a licensed, certified consultant/engineer, project manager, holding a current State recognized occupational license and/or certification, fully insured with necessary tools, equipment, modes of transportation and necessary employees to provide contamination assessments, laboratory services, radon measurement surveys, asbestos consulting, lead paint surveys, hazardous waste characterization, hazardous waste disposal and emergency response to the satisfaction of Federal Department of Transportation (FDOT), Federal Environmental Protection Agency (EPA), and the Florida Department of Environmental Protection (FDEP) as requested by the School Board of Brevard County (Owner). Employees or subcontractors of the Professional Consultant shall include at least one Certified Industrial Hygienist (CIH) Florida Registered Professional Engineer (P.E.), a Florida Registered Professional Geologist (P.G.), a Florida Licensed Radon Measurement Specialist and a Florida Licensed Asbestos Consultant. The Owner requires a Certified Hazardous Material Manager (CHMM) be available either as an employee or a subcontractor to the Professional Consultant. Other employees required for this contract include, but are not limited to, site supervisors, remedial workers, equipment operators, technicians, hazardous waste workers, secretarial staff, CAD operators and laboratory personnel. Additionally, the Owner requires environmental consulting services to remain ready on an "as needed" basis for response to emergency situations for any incident determined by the Owner to represent an immediate health threat to students, employees, and/or the public.

SERVICES REQUIREMENTS

The Professional Consultant shall provide any of the following service elements if and when required by the Owner:

1. Conduct Asbestos Hazardous Emergency Response Act (AHERA) asbestos inspections, develop AHERA management plans, provide project management for asbestos abatements, provide air monitoring (PCM and TEM sample analysis) for asbestos abatements or fiber releases, provide personnel sampling for abatement activities, provide asbestos consulting for renovation and remodeling projects, and provide all project design for asbestos management and abatements in accordance with EPS 40 CFR Part 763 and Florida Administrative Code (FAC) 469.

2. Conduct asbestos roofing surveys; provide analysis and reports (including CAD drawings) on positive roofing materials to the Plant Operations Department. Provide for the monitoring of any asbestos roofing removal including personnel sampling.
3. Conduct Phase I (and possible Phase II) radon measurement surveys for newly constructed buildings and provide reports to the Owner in accordance with EPS Measurement Protocol 402-R92-003 and FAC 64E-5.1208.
4. Provide design consulting services for Underground Storage Tank (UST) excavations and replacements for Owner fuel tanks. Conduct contamination assessments, provide remedial action plans, provide consulting services for initial remedial actions, and remediation of contaminated soils/groundwater on contaminated sites. Maintain professional licenses for the duration of the contract. Prepare documentation, where required, to comply with Chapters 17-13, 17-775, 17-770, 17-781, 17-61 and 17-762 F.A.C.
5. Conduct lead paint (and possibly other heavy metals) surveys for buildings scheduled to undergo renovation, remodeling or demolition. Provide lead paint consulting services including abatement project management, project design and monitoring in accordance with EPA 40 CFR Part 745.
6. Characterize, secure, and assist the Owner in coordination the transport and disposal of any hazardous waste or material, contaminated soil or groundwater in accordance with all local, State and Federal ordinances, rules, regulations and laws.
7. Provide for employee/student exposure monitoring when requested to determine compliance with applicable standards. Provide both personnel and area sampling, interpret sampling results, and make recommendations regarding appropriate controls, if necessary.
8. Develop written programs on such subjects as respiratory protection, chemical hygiene (laboratory safety), hearing conservation, and Indoor Air Quality (IAQ).
9. Conduct IAQ investigations by evaluating building and mechanical systems and providing air and/or bulk sampling if directed by the Owner. Monitor common indoor air pollutants, as well as the amount of outside air being supplied to occupied areas. Analyze the information and provide recommendations on how to improve IAQ.
10. Provide emergency response services with the capability to sample for chemical vapors, mists, gasses, particulates, residues and unknown materials (including soil and groundwater sampling) upon request by the Owner. Emergency response services include, but are not limited to, sampling of contamination, determining the extent of contamination, remedial actions to assist the Owner in the removal of contamination and the disposal of contamination.

GENERAL REQUIREMENTS

The Professional Consultant shall be prepared to perform any/all of the following functions for the duration of this contract:

1. Have immediate access to the following equipment: PCM microscopes, stage micrometers, phase contrast test slides, filter cassettes, personnel low volume air monitoring pumps, high volume sampling pumps, hoses, tubing, a primary standard for establishing air flow rate, sampling equipment, sample containers, radon measurement devices, Geoprobe TM, well drilling rigs with monitoring well construction equipment, hand augers, drilling augers, split spoons, steam cleaners and other decontamination equipment, appropriate safety and hazardous material containment equipment and heavy equipment as needed. Sampling equipment shall include, but is not limited to, the following: pH meter, temperature measurement devices, conductivity meter, OVA, explosimeter, assorted bailers, pumps, hoses, tubing, product lens measurement devices, sample containers, preservatives and coolers. Laboratory equipment shall consist of, but is not limited to, the following: gas chromatograph, mass spectrometer, atomic absorption and emission, standard and high pressure liquid chromatographs, total organic carbon analytical and extraction procedures, spectrophotometers, bio-analytical equipment, polarized light microscope with dispersion staining objective, refractometer, stereo microscope, refractive index oils, ashing oven and NVLAP standards for PLM, transmission electron microscope, and any other equipment required to perform contracted services.
2. All petroleum contamination type sampling, and sample handling (including but not limited to sample transporting) shall be conducted in accordance with the Professional Consultant's FDEP approved Comprehensive Quality Assurance Plan.
3. Utilize personnel trained and experienced in the following fields and sciences: chemistry, engineering, environmental science, industrial hygiene, CAD drawing, geology and hydrology, and hazardous materials safety. Experience in the fields of asbestos inspections, asbestos project management, asbestos roofing surveys, PLM, PCM, TEM, air monitoring, personnel monitoring, lead paint abatement project management, lead paint surveys and use of XRF devices, radon sample collection/measurement, indoor air quality consulting services, emergency response activities, hazardous materials sampling and consulting, hazardous waste transportation and disposal, hazardous waste spill clean-up, site restoration, environmental audits, contamination assessments, groundwater modeling, soil and groundwater remediation and UST removal and replacement services are required.
4. Shall have necessary local, State and Federal permits to provide the above mentioned services. The Professional Consultant or his subcontractors shall carry the required general and professional liability insurance for the above-mentioned services.

5. When requested, provide the Owner with records and reports covering each project that conform to DEP, EPA, DOT and other agencies' requirements and Owner needs. Monthly status reports shall include cost-to-date breakdowns and be tied to billings.
6. A Owner approved subcontractor may provide any services that cannot be provided by the Professional Consultant. The subcontractor shall have all appropriate permits, certifications, and general and professional liability insurance for the services provided. However, the Owner shall not be a third party to the subcontractor's contract with the Professional Consultant. Therefore, the Professional Consultant will be solely responsible for payments to the subcontractors as well as determining that the subcontractor meets the requirements as specified above.
7. The work required under this section may include all labor, materials, equipment and services necessary for the assessments of soil/groundwater contamination, remedial action plans, sub surface investigations, assessments of asbestos in buildings, asbestos and lead abatement project management, radon surveys, hazardous materials consulting and emergency response. The result of the above listed services shall furnish the Owner with AHERA compliant asbestos management plans, FDEP approved "Monitoring Only Plans" or "No Further Action Status" for petroleum contaminated sites, and, State of Florida Department of Radiation Control approved radon surveys.
8. A list must be provided of key personnel by name and title, as well as a resume for each individual assigned. A description of the functions and responsibilities of each key person relative to the task to be performed is required. The Professional Consultant will assign only one member as the contact person for the duration of the contract. This contact person will be available to the Owner for the entire period of the contract. The contact person may be changed with permission from the Owner and/or the Board's designee.
9. The Professional Consultant shall provide several options as to how an abatement or remedial action is to be performed. The Owner designee will have the authority to choose the option most beneficial to the Owner.
10. All abatement/remedial work and sampling events will be designed and timed so classroom activities will not be disrupted.
11. All excavation work shall be designed with the safety of students and staff in mind. If possible, excavations will be executed during off school hours. The Professional Consultant shall require all open excavations to be barricaded and fenced, and shall not be left open for extended periods of time. Excavations will be designed so as not to undermine the structural integrity of any building.

12. Analytical laboratories utilized by the Professional Consultant (subcontracted and in-house services) for the testing of soils and groundwater shall have a State approved Comprehensive Quality Assurance Plan on file with FDEP and shall be current with NELAP accreditation. In addition, all sampling and analytical laboratory services involving asbestos shall be conducted in accordance with NVLAP accreditation standards and the laboratory shall participate in an approved round robin proficiency-testing program or any other program required by Federal or State regulations. Sampling shall be conducted to industry "state of the art" protocol and shall conform to appropriate Federal and State regulations. Analytical laboratories used for PLM and asbestos TEM shall have NVLAP accreditation. Analytical laboratories used for atomic absorption or gas chromatograph mass spectrometry shall have ELLAP, ELPAT, AIHA and NVLAP accreditation. The Owner reserves the right to refuse the services of any laboratory and select an accredited laboratory approved by the Owner.
13. The Owner will not pay for items considered "tools of the trade". Items such as organic vapor analyzers, pH meters, conductivity meters, temperature meters, relative humidity meters, CO2 meters, sound level meters, flow level meters, manometers, personnel protective equipment, sampling pumps, data loggers, chart recorders, assorted bailers, sampling containers, and colorimetric tubes are considered tools of the trade. Other items considered tools of the trade shall be determined by the Owner or its designee.
14. All access to schools or facilities shall be obtained only after the school principal or the facility manager has granted permission.
15. The Professional Consultant shall be responsible for verifying the quantities and the removal of hazardous materials identified in the plans, specifications and other contract documents.
16. The Professional Consultant shall comply with applicable Federal, State and local regulations pertaining to the protection of workers, visitors to the site, and persons occupying areas adjacent to project work sites. The Professional Consultant is responsible for the presence of safety plans, certifications (Photo I.D. required), medical information and monitoring data on site as required by applicable Federal, State and local regulations and shall hold the Owner harmless for failure to comply with applicable safety and health regulation on the part of himself, his employees, and/or subcontractors under his supervision.
17. Where compliance with two or more industry standards or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent requirement is intended and shall be enforced. Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, applicable standards of the construction industry have the same force and effect and are made part of the contract documents.

18. Project evaluations shall be conducted by the Professional Consultant and a Owner representative. The consulting and a Owner representative shall conduct a pre-abatement/remediation evaluation prior to commencement of work. The Professional Consultant shall record (photographs, video or other documentation) the existing conditions prior to the commencement of work.
19. The Owner and/or its representative reserves the right to monitor/inspect, request work modifications, and cease work if deemed necessary due to safety concerns and/or a significant potential for loss of Owner resources.
20. When requested by the Owner, the Professional Consultant shall perform reoccupancy evaluations of work areas to verify removal of known contaminants and/or hazards prior to general reoccupancy.
21. The Professional Consultant shall be responsible for having a "site specific" safety plan with instructions to the nearest hospital and emergency phone numbers, ect.
22. The Professional Consultant shall have in his office and on the job site a copy of job specifications, drawings, and project records (i.e. demolition plans) regarding the project.
23. The Professional Consultant may be required to periodically inspect and direct a third-party contractor to eliminate potential safety hazards using properly trained personnel during all phases of work. Of particular concern are the following:
 - a. Energized Systems
 - b. Toxic Substances
 - c. Harmful Atmospheres
24. In addition to following worker safety standards established by OSHA's Construction Industry Regulations (29 CFR 1926) and General Industry Regulations (29 CFR 1910), the Professional Consultant shall also be familiar with and comply with the Owner's Comprehensive Environmental Health and Safety Plan.
25. The Professional Consultant shall provide appropriate medical monitoring to all employees (including subcontractors) hired by the Professional Consultant that may be exposed to hazardous materials or substances in excess of background levels during any phase of each project.
26. Documentation of personnel air sampling and analysis shall be posted at the job site on a daily basis. This documentation shall be transferred to the Owner when requested during project work and upon completion of each project.
27. The Professional Consultant shall monitor environmental contractor's work as necessary to insure site safety and security practices are performed based on

project plans, contract documents, industry regulations, and contemporary standards of care.

28. For asbestos and lead paint abatement projects, an entry logbook shall be maintained within the clean room area of the abatement containment. Anyone entering a regulated work area shall record the name, organization, time in and time out for each entrance. All personnel in a regulated work area or other designated control areas shall be medically monitored, have proper personnel protection equipment, have proper respiratory training if necessary, have fit testing accomplished within the last six months on their personal respirator if necessary and have authorization to enter the regulated work area(s). Entry into the work area by unauthorized personnel shall be documented and reported immediately by the Professional Consultant to the Owner designee.
29. The Professional Consultant shall be allowed to store equipment and park locked vehicles on Owner property at locations specified by Owner designees.
30. For project work assigned to the Professional Consultant, the Professional Consultant shall be responsible for continuous compliance with specific OSHA hazard communications to all parties involved with project work.
31. The Professional Consultant may be responsible for coordinating abatement or remediation work within the boundaries of a construction or renovation project managed by a General Contractor or Construction Manager hired by the Owner.
32. The Professional Consultant shall develop response action manuals (documents) upon the completion of each abatement or remediation project. The Professional Consultant shall insure all regulatory mandated records (as dictated by the specific work) are compiled within the manual. One original and two additional duplicate copies of the project specific manual shall be provided to the Owner, unless instructed otherwise by the Owner.
33. Unless instructed by the Owner, all school site testing and remediation work performed by the Professional Consultant shall be conducted during non-educational hours (i.e. evenings, weekends, summer intercession).
34. Any salvageable materials from abatements/remedial actions shall be retained by the Owner.
35. The Professional Consultant shall request that the environmental contractor furnishes adequate and proper fire protection for the phases of abatement/remedial activities.
36. The Professional Consultant shall request that the environmental contractor has proper respiratory protection for the specified work, that respiratory equipment is in good condition, and that the environmental contractor is changing filters out on an as

needed basis for PAPRs and half face respirators. If Type C respiratory equipment is required, the Professional Consultant shall ensure the respiratory system meets or exceeds standards set for CGA Type I (Gaseous Air) Grade D.

37. The Professional Consultant shall request that the environmental contractor has had his workers fit tested and that workers are medically monitored for negative air respiratory protection and have had appropriate respiratory training.
38. A no-smoking policy has been in effect since October 1, 1992 for all Owner owned/operated property.
39. The Professional Consultant shall be responsible for determining the adequacy of available utilities. Where utilities are not available or are inadequate at the job site, the Professional Consultant shall provide necessary temporary utilities required for the completion of his work.
40. No alcohol or drugs are permitted on Owner property. Violators will be subject to prosecution.
41. Firearms are not allowed on Owner property.
42. The Owner is committed to the education and safety of its students and employees. To that end, any Professional Consultant awarded the contract will be required to assure that the personnel assigned to the project are in full compliance with the Jessica Lunsford Act and do not possess criminal records that would violate Owner Policies and Procedures.
43. The Professional Consultant shall strictly prohibit interaction between their employees and the student population.
44. Professional Consultant's employees may not solicit, distribute or sell products while on Owner property.
45. Friends, guest, or family members of Professional Consultant's employees are not permitted on Owner property to simply visit a member of the Professional Consultant's staff or observe project related work.
46. Professional Consultant employees shall be required to dress neatly, without vulgar or otherwise offensive apparel, commensurate with the location and types of tasks being performed.
47. The Professional Consultant shall see that every employee on the Professional Consultant's work force is provided with an identification badge. The Professional Consultant shall see that all employees wear their badges on the outside of their apparel at all times when on Owner property.

48. It is the Professional Consultant's responsibility to ensure all his employees are legally allowed to work in the United States in accordance with U.S. Immigration policies.

49. The Professional Consultant shall prohibit his employees from disturbing paper on desks, opening desk drawers or cabinets or using School telephone or school office equipment.

WORK SCHEDULE

1. The Professional Consultant shall be available twenty-four (24) hours a day, seven (7) days a week, fifty-two (52) weeks a year and provide response to any given incident with adequate equipment, personnel, and materials within 24 hours of written notification by the Owner.

Exhibit "B"
Hourly Rate Schedule
RFQ #14-Q-007-KR
Continuing Contract for Environmental Engineering Services
Conestoga-Rovers & Associates, Inc.

Labor Rates

| Classification | Not to Exceed Hourly Rate | Personnel |
|--|------------------------------|-------------------------|
| Principal/Corporate Manager | \$ 155.00 | Brian Moore, Ralph Moon |
| Certified Industrial Hygienist | \$ 140.00 | Mitchell Bergner |
| Professional Engineer (Florida Registered) | \$ 125.00 | Jeff Steger |
| Professional Geologist (Florida Registered) | \$ 125.00 | John Barkey |
| Licensed Asbestos Consultant (Florida Registered) | \$ 125.00 | John Barkey |
| Field Geologist | \$ 80.00 | Jonathan Culpepper |
| AHERA Inspector | \$ 75.00 | John Lejune |
| AHERA Management Planner | \$ 85.00 | John Lejune |
| Radon Measurement Specialist | \$ 75.00 | Dave Mederer |
| Abatement Project Manager (asbestos, lead-based paint, guano) | \$ 80.00 | Dave Mederer |
| Abatement Field Technician (asbestos, lead-based paint, guano) | \$ 60.00 | Joe Orfanides |
| Clerical | \$ 45.00 | Royal Nieves |
| CAD Operator | \$ 60.00 | Tracy Tyrell |

Analytical Rates (Includes Markup)

| Classification | Price per Sample |
|---|-------------------------|
| Polarized Light Microscopy (PLM) | \$ 13.20 |
| Phase Contrast Microscopy (PCM) on site analysis | \$ 11.00 |
| Transmission Electron Microscopy (TEM) (48 hour turn around) | \$ 66.00 |
| Transmission Electron Microscopy (TEM) (24 hour turn around) | \$ 77.00 |
| ASTM method E1613 for lead (Pb) in air filter, wipe/swatch, and paint chip | \$ 23.10 |
| Andersen Impact Sample (cultured, fungal spore identification and count) | \$ 60.50 |
| Air-O-Cell Sample (non-cultured, fungal spore count) | \$ 71.50 |
| Swab Sample (cultured, fungal spore identification and count) | \$ 60.50 |
| Tape Lift Sample (cultured, fungal spore identification and count) | \$ 44.00 |
| Total Lead - EPA Method 6010 | \$ 15.80 |
| Semi-volatiles (PAH-list only) – EPA Method 8270 SIM water/soil (MasSpec method) | \$ 93.50 |
| Volatiles (BTEX+ MTBE) - Water: EPA Method 8021, Soil: EPA Method 8260 | \$ 59.40 |
| EPA Method 1312 (SPLP: Extraction Only) | \$ 33.00 |
| Eight RCRA metals (EPA Method 6020) for water | \$ 105.60 |
| Eight RCRA metals (EPA Method 6020) for soil | \$ 105.60 |
| Four RCRA Metals (As Cd Cr and Pb) (EPA Method 6020) for water | \$ 52.80 |
| Four RCRA Metals (As Cd Cr and Pb) (EPA Method 6020) for soil | \$ 52.80 |
| Pre-burn analysis package for petroleum (soil) (8270-PAHs, TRPH/FIPro, RCRA 8 metals, 8021w/MTBE) | \$ 302.00 |
| Toxicity Characteristic Leachability Procedure (TCLP) for lead (Pb) only (soil bulk) Method 1311 (extraction)/Method 6010 (analysis) - ICP metal | \$ 64.90 |
| EDB (via EPA Method 504/8011) | \$ 55.00 |
| Volatile Organic Halocarbons (chlorinated hydrocarbons) via EPA Method 5030 (water prep method) Method 5035 (soil prep method)/ Method 8260 (analysis) | \$ 71.50 |

Approved reimbursable expenses shall be billed at 1.1 times actual cost.

Each analysis and its correlating price is based on the industry's standard Turn Around Time (TAT).



Contract # _____
Approval Date: _____

The School Board of Brevard County, Florida
Exhibit "C"
Project Assignment
RFQ #14-Q-007-KR – Continuing Contract for Environmental Engineering Services

I. PURPOSE

This is a Project Assignment to the **Continuing Contract for Professional Services** approved on **Board Approval Date** between the **School Board of Brevard County, Florida** and **Legal Name of Professional Consultant** (Consultant) and made a part thereof. The purpose of this Project Assignment is to specify the required services of the Consultant to provide **Environmental Engineering Services** when and as authorized by the School Board's Representative, when School Board approval is required in accordance with School Board policy.

II. METHOD OF COMPENSATION

Consultant shall provide a proposal that identifies all costs to be incurred by the Owner for the professional services to be performed, to include a detailed breakdown of material and labor required to complete the Scope of Services detailed in this Project Assignment. All labor and material costs for each project shall be complete and detailed, and shall, without limitation, include and identify the number of hours of work by title and responsibility of workers/professionals performing the service, while adhering to the Hourly Rate Schedule & Reimbursable Expenses Schedule in Exhibit B to this Agreement for professional services.

Payment shall be in accordance with the above referenced agreement for professional services. Compensation for all services, material, supplies, training and any other items or requirements necessary to complete the work as described herein, for a total cost of **_____ Dollars (\$0.00)** allowing an additional **_____ Dollars (\$0.00)** for reimbursable expenses for a total not-to-exceed fee of **_____ Dollars (\$0.00)** payable at the rates attached hereto. At no time shall work fees exceed said amount of compensation herein without a written and executed Project Assignment.

III. PROJECT/LOCATION

Performance of services will be for _____ at: _____ located at _____, Florida.

IV. SCOPE OF SERVICES

Contractor's proposal shall include a detailed Scope of Services specific to this Project Assignment. This section is to include the detail required to identify the Scope of Services to be performed. If the proposal includes the exact detail of the Scope of Services required to complete the assigned task, then include only a brief description of services to be performed. If the scope of services is precisely and correctly detailed in the proposal, and the parties will rely on that description, then the description of the scope of services to be performed contained in the Consultant's proposal shall be deemed to be incorporated in this Project Assignment.

V. PROJECT SCHEDULE

This Project Assignment shall commence upon receipt of a Purchase Order, fully executed Project Assignment, and Notice to Proceed issued by School Board and continue until the Scope of Services is completed and accepted by the School Board's Representative. Said project shall maintain schedule as provided. If schedule is altered due to unforeseen delays the School Board's Representative shall be notified at once in writing.

The School Board's Representative and Consultant shall negotiate a proposed schedule for the successful and timely completion of the project. The Project Schedule shall include at a minimum the proposed start date and final completion date.

The Consultant's Scope of Services shall begin upon receipt of a Purchase Order, fully executed Project Assignment, and Notice to Proceed, and shall be completed by **XX/XX/XXXX**.

VI. CONSULTANT'S PROJECT TEAM MEMBERS

Consultant shall provide the **name, title, and responsibility** for each of the Consultant's and Subconsultant's employees proposed to complete the Scope of Services identified in this Project Assignment.

All personnel listed herein or on the Consultant's attached proposal must be cleared before entering School Board property, pursuant to Florida Statute 1012.465. The Consultant's Project Team Members must cooperate with school personnel to provide suitable identification to demonstrate the prior approval of the Office of District & School Security before entering any campus.

VII. CONSULTANT'S PROPOSAL

Consultant's Proposal must include the following detail specific to this Project Assignment:

1. A complete scope of Work to be performed.
2. A complete description of each phase of Work.
3. A time schedule for the Work.
4. All costs to be incurred by the Owner for the professional services to be performed.
5. An estimate of the Project Construction Budget, where appropriate.
6. Proposed Staff.
7. Proposed Sub-Consultants.
8. No terms shall be stated in the letter of understanding which are contrary to, or stated as superceding, the terms of this agreement unless expressly approved by the Owner in writing.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signature

IN WITNESS THEREOF, the above parties have executed this instrument, the name of each party being affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body

**THE SCHOOL BOARD OF
BREVARD COUNTY, FLORIDA:**

By: _____
Karen Henderson, Chairman

Date Approved: _____

ATTEST (WITNESS):

By: _____
Brian T. Binggeli, Ed.D., Superintendent

PROFESSIONAL CONSULTANT:

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST (WITNESS):

By: _____

Print Name: _____

Title: _____

Professional Consultant Contact Name: Contact
Email Address: e-mail address of contractor contact
Phone Number: Phone number of contractor contact



**CONTINUING CONTRACT FOR
PROFESSIONAL SERVICES**

BETWEEN

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA
2700 Judge Fran Jamieson Way
Viera, Florida 32940-6601

hereinafter referred to as the Owner

AND

EE&G ENVIRONMENTAL SERVICES, LLC
1615 Cooling Street
Melbourne, FL 32935

hereinafter referred to as the Professional Consultant

**PROJECT: Environmental Engineering Services
For Construction Projects Not To Exceed \$2,000,000
Or For Studies With A Fee Not To Exceed \$200,000**

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

TABLE OF CONTENTS

| | | |
|-------------|---|---------|
| Article 1 | Definitions | Page 03 |
| Article 2 | Relationship of the Parties | Page 05 |
| Article 3 | Basic Services/Professional Consultant's Responsibilities | Page 06 |
| Article 4 | Compensation | Page 09 |
| Article 5 | Period of Services | Page 12 |
| Article 6 | Owner's Responsibilities | Page 12 |
| Article 7 | Additional Services | Page 13 |
| Article 8 | Notices | Page 13 |
| Article 9 | Insurance | Page 14 |
| Article 10 | Indemnification | Page 15 |
| Article 11 | Termination of Agreement | Page 16 |
| Article 12 | Successors/Assignment | Page 17 |
| Article 13 | Ownership of Documents/Information | Page 17 |
| Article 14 | Additional Provisions | Page 18 |
| Exhibit "A" | Scope of Services | |
| Exhibit "B" | Hourly Rate Schedule | |
| Exhibit "C" | Project Assignment | |

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

This **AGREEMENT** is made as of the date of Board Approval, between

Between the Owner:

The School Board of Brevard County, Florida
2700 Judge Fran Jamieson Way
Viera, Florida 32940-6601

and the Professional Consultant:

EE&G Environmental Services, LLC
1615 Cooling Street
Melbourne, FL 32935

For Professional Services in connection with the Project known as:

**Environmental Engineering Services
For Construction Projects Not To Exceed \$2,000,000
Or For Studies With A Fee Not To Exceed \$200,000**

The Owner and the Professional Consultant agree as set forth below:

ARTICLE 1

DEFINITIONS

The following words and phrases where appearing in initial capitalization, shall for the purposes of this Agreement have the following meanings:

- 1.1 Additional Services. Additional Services shall consist of the professional services agreed to be performed by the Professional Consultant in connection with the Project but which are not specifically designated as Basic Services in Exhibit "A".
- 1.2 Additional Services Compensation. Additional Services Compensation shall be the fees determined in accordance with Article 7 to be paid by the Owner to the Professional Consultant in connection with the performance of Additional Services.
- 1.3 Basic Services. Basic Services shall consist of the professional services as indicated and specifically designated in Exhibit "A" to be performed and provided by the Professional Consultant under this Agreement in connection with the Project.
- 1.4 Basic Services Compensation. Basic Services Compensation shall be the fee designated in Article 4 to be paid by the Owner to the Professional Consultant in connection with the performance of the Basic Services by the Professional Consultant.
- 1.5 Construction Contract Documents. The Construction Contract Documents shall consist of the plans, project manual and specifications prepared by the Professional Consultant, and any addenda and change orders thereto, and the Owner-Contractor Agreement, all of which shall be compatible and consistent with this Agreement.
- 1.6 Contractor. The Contractor is the person or entity which enters into an agreement with the Owner to perform the construction of or any construction related to the Project including, without limitation, the providing of labor, materials, and equipment

incorporated or to be incorporated into the Project. The term "Contractor" means the General Contractor, Construction Manager or Design Builder or its authorized representative.

- 1.7 Design Criteria Package. Performance-based criteria establishing the scope of work for a Design/Build project, conforming to the requirements of 287.055(2)(j) F.S.
- 1.8 Owner's Representative. The Owner shall designate, when necessary, a representative authorized to act in the Owner's behalf with respect to the Project.
- 1.9 Project. The Project shall be as set forth above, and shall be for projects at selected facilities determined by the Owner to require the services as described in Exhibit "A". All or part of these services may be required and will be determined by the Owner and stated in writing before any work is performed.
- 1.10 Project Contract Documents. The Project Contract Documents shall consist of the Reports, Surveys, Management Plans, Programs, Investigation Reports, Sampling Reports and other Documentation prepared by the Professional Consultant, and any addenda thereto, all of which shall be compatible and consistent with this Agreement.
- 1.11 Project Construction Budget. An estimate of the construction contract award cost or Guaranteed Maximum Price (GMP) of the Project. The estimate shall contain the design cost for Design/Build Projects.
- 1.12 Reimbursable Expenses. Reimbursable Expenses are those actual expenditures made by the Professional Consultant, its employees, or its subconsultants in connection with the Project, which are over and above those provided for in Basic Services and are authorized by the Owner in writing in advance.
- 1.13 Services. The Services to be performed by the Professional Consultant under this Agreement shall consist of the Basic Services described in Article 3 and any Additional Services under Article 7.
- 1.14 Work. The Work shall consist of the total design and related services performed by the Professional Consultant for the Project.

ARTICLE 2

RELATIONSHIP OF THE PARTIES

- 2.1 Professional Consultant Services. The Professional Consultant shall provide professional services for the Project in accordance with the terms and conditions of this Agreement. The Professional Consultant's performance of services shall be as professional consultant to the Owner to carry out the activities of Project design, evaluation, reporting, if applicable construction administration and to provide the technical documents and engineering services to achieve the Owner's Project objectives. The Professional Consultant certifies to the Owner that it is licensed, registered or certified in all required professional disciplines to meet the requirements of Florida Statutes, D.O.E. regulations, and to meet the requirements of the specific Project. If the Professional Consultant should at any time lose such license, registration or certification in any required discipline, it shall immediately notify the Owner. If the Owner determines that the Professional Consultant cannot perform the professional services required under this Agreement, it shall declare this Agreement void and be obligated to only pay for those services rendered before loss of license, registration or certification after deducting the compensation and related expenses to hire another Professional Consultant to perform the Work required for the Project.
- 2.2 Owner Representation. The Owner shall designate, when necessary, representatives authorized to act in the Owner's behalf with respect to the Project. The Owner or such authorized representative shall examine the documents submitted by the Professional Consultant and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Professional Consultant services. Instructions by the Owner to the Professional Consultant relating to services performed by the Professional Consultant shall be issued or made by or through in accordance with procedural, organizational, and documentation standards established by the Owner. Communications and submittals of the Professional Consultant to the Owner and Contractor shall be issued or made in accord with similar procedural and documentation standards established by the Owner. The Owner shall have the authority to establish procedures, consistent with this Agreement, to be followed by the Professional Consultant and Contractor and to call periodic conferences to be attended by the Professional Consultant, and his subconsultants, throughout the term of this Agreement.
- 2.3 Other Consultants. The Owner may provide drawings, data, recommendations, suggestions, consultation and/or other information relating to the Project from other Consultants under separate contract with the Owner. The Professional Consultant shall coordinate and cooperate with the Owner's other consultants.
- 2.4 Professional Consultant Representation.
- 2.4.1 The Professional Consultant shall provide to the Owner a list of the proposed key project personnel of the Professional Consultant to be assigned to the Project. This list shall include such information on the professional background of each of the assigned personnel to demonstrate their professional capabilities. Such key personnel shall be satisfactory to the Owner and shall not be changed except with the consent of the Owner unless said personnel cease to be in the Professional Consultant's employ.

- 2.5 Division of Responsibilities/Services. The Professional Consultant understands and agrees that should the Owner or other Consultant provide the Professional Consultant with any estimating assistance, cost or time control recommendations or other consultation, recommendations or suggestions, any or all such activities on the part of the Owner, consultant, or any other representative of the Owner shall in no way relieve the Professional Consultant of the responsibility of fulfilling its obligations and responsibilities under this Agreement.
- 2.6 Prohibition Against Contingent Fees. The Professional Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Professional Consultant, to solicit or secure this agreement and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional Consultant any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement..
- 2.7 Truth-In-Negotiation. The Professional Consultant certifies that wage rates and other factual unit costs supporting the compensation herein stated are accurate, complete, and current as of the date of this Agreement. The original Project Fee, Hourly Fees and Reimbursable Expenses and any additions thereto shall be adjusted to exclude any significant sums by which the Owner determines these Fees or Expenses were increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs. All such adjustments shall be made within one year following the end of the Agreement.

ARTICLE 3

BASIC SERVICES/PROFESSIONAL CONSULTANTS' RESPONSIBILITIES

- 3.1 Scope of Services.
- 3.1.1 The Basic Services to be provided by the Professional Consultant shall be performed in the phases approved by the Owner and shall include all services customarily furnished in accordance with generally accepted industry practices for this type of professional service consistent with the terms of this Agreement, and specifically identified and described in Exhibit "A" attached hereto and made a part of this Agreement. Without limiting the generality of the services set forth in Exhibit "A", the Basic Services shall include any other professional services which are normally or customarily furnished and reasonably necessary for the performance of the tasks and duties and obligations set forth in Exhibit "A".
- 3.1.2 The Professional Consultant shall provide all necessary documents and other services required for the Work. All Work shall be performed in accordance with: Florida School Law, Rules of Florida State Department of Education, State Requirements for Educational Facilities (SREF), Florida Building Code, Florida Fire Prevention Code, FAC Rule 6-2, Brevard County Public School Guideline Standards, Brevard County Public School Board Policy and any other code or regulation both Federal and State pertaining to the Project.
- 3.2 Professional Consultant's Professional Responsibility and Standard of Care.

- 3.2.1 By execution of this Agreement, the Professional Consultant hereby warrants that (a) it is an experienced, established firm having the ability and skill necessary to perform all the services required of it under this Agreement in connection with scope and complexity of the Project contemplated herein; (b) it has the capabilities and resources necessary to perform its obligations hereunder; and (c) it is familiar with current laws, rules and regulations which are applicable (such laws, rules and regulations including, but not limited to, local ordinances, requirements of building codes of city, county, state and federal authorities which are applicable to the Project, local sanitary laws and rules and regulations, and orders and interpretations by governing public authorities of such ordinances, requirements, codes, laws, rules and regulations in effect at the time of commencement of services applicable to the Project), and that all drawings, specifications and other documents prepared by the Professional Consultant shall be prepared in accordance with and shall accurately meet, reflect and incorporate all such laws, rules and regulations.
- 3.2.2 The Professional Consultant hereby represents and agrees within the professional standard of care that the Reports, Surveys, Management Plans, Programs, Investigation Reports, Sampling Reports, Drawings, Specifications, Documents and other services prepared by it pursuant to this Agreement shall be complete and functional for the purposes intended, as mutually agreed upon between the Owner and the Professional Consultant, except as to any deficiencies which are due to causes beyond the control of the Professional Consultant, and that the Project, if undertaken or constructed in accordance with the intent established by such documents, shall be suitable for the purpose intended.
- 3.2.3 The Professional Consultant shall be responsible for any negligent acts, errors, or omissions in the drawings, specifications, documents and other services within the normal standard of care at the time services are rendered. While the Professional Consultant cannot guarantee the various documents and services required herein to be completely free of minor human errors and omissions, it shall be the responsibility of the Professional Consultant throughout the period of performance under this Agreement to use due care with professional competence. The Professional Consultant will correct at no additional cost to the Owner any negligent acts, errors and omissions in the drawings, specifications, documents and other services prepared by the Professional Consultant. The Professional Consultant further agrees, at no additional cost, to render assistance to the Owner in resolving problems identified by the Owner relating to the design, specified materials or related Project issues.
- 3.2.4 It is the responsibility of the Professional Consultant to make certain that all Reports, Surveys, Management Plans, Programs, Investigation Reports, Sampling Reports Drawings, Specifications and other Documents are in accordance with applicable laws, statutes, building codes and regulations and that appropriate reviews and approvals are requested and obtained from Federal, State and local governments.
- 3.2.5 It is the responsibility of the Professional Consultant to assure that the Project Construction Documents require that no asbestos containing materials are to be incorporated in the Project, and that the Contractor must certify that no asbestos containing material was used as a pre-condition to final payment.
- 3.2.6 If bids exceed the Project Construction Budget The Professional Consultant shall, at no additional cost to the Owner, assist the Owner and the Contractor in Value Engineering or scope reductions necessary to meet the Project Construction Budget. Such assistance shall include, but shall not be limited to, participating in discussions,

meetings and decisions and revising existing documents or providing additional documents as necessary to obtain pricing for and implement the Value Engineering and/or scope reductions.

3.3 Project Requirements.

3.3.1 During all phases of the Project the Professional Consultant shall prepare such estimates as the Owner deems necessary, at no additional cost to the Owner, to represent the estimated Project cost and shall supply such data, information or estimates as the Owner may require to substantiate the Professional Consultant's estimate of the Project cost.

3.3.2 The Design Consultant shall not be responsible for the Contractor's means, methods, sequences or techniques of construction; the Contractor's safety procedures, or the Contractor's failure to comply with the Construction Contract Documents or Project Contract Documents, plans, specifications, and applicable codes.

3.4 Project Conferences.

3.4.1 Throughout all phases of the Project, the Professional Consultant and its subconsultants shall meet periodically with the Owner when reasonably requested. Participants shall be as determined by the Owner and may include, but not be limited to:

3.4.1.1 Predesign and design conferences as necessary or as required by the Owner.

3.4.1.2 Prebid and preconstruction conference for each construction contract.

3.4.1.3 Construction progress meetings as may be required by the Owner.

3.4.1.4 Substantial Completion, Final Completion and completion of warranty period inspections for each construction contract.

3.4.2 The Professional Consultant shall be responsible for scheduling, taking meeting minutes, and attending any meetings necessary to properly coordinate the design effort including, without limitation, meetings with governing agencies, code officials and applicable utilities.

ARTICLE 4
COMPENSATION

4.1 Basic Services Compensation.

The Owner shall compensate the Professional Consultant in accordance with the terms and conditions of this Agreement, including the following:

- 4.1.1 For the Basic Services of the Professional Consultant, Basic Services Compensation shall be an amount determined based on the required effort-hours and the Hourly Rate Schedule included as Exhibit "B". Such amount to be set forth in writing and made a part of this Agreement by reference.

It is the intent of this Agreement that each project assignment for which services are to be performed under this Agreement shall be dealt with individually and made a part of this Agreement by reference.

- 4.1.1.1 A Consultant's Proposal shall be prepared for each project assignment and shall include:

1. A complete scope of Work to be performed.
2. A complete description of each phase of Work.
3. A time schedule for the Work.
4. All costs to be incurred by the Owner for the professional services to be performed.
5. An estimate of the Project Construction Budget, where appropriate.
6. Proposed Staff.
7. Proposed Sub-Consultants.
8. No terms shall be stated in the letter of understanding which are contrary to, or stated as superceding, the terms of this agreement unless expressly approved by the Owner in writing.

When the Professional Consultant's fee amount exceeds \$25,000 (or the amount set forth in Board policy), Exhibit "C" Project Assignment shall be utilized and signed by both parties. When the Professional Consultant's fee amount is less than or equal to \$25,000 (or the amount set forth in Board policy), the Consultant's Proposal will be accepted by the issuance of a Purchase Order.

- 4.1.1.2 No amount is to be included in the Project Construction Budget for the cost of land or other non-construction costs which are the responsibility of the Owner.

- 4.1.1.3 Should the Owner request additions to the Project which would cause a change or changes in the scope of the Work or previously approved designs or design criteria, the Project Construction Budget shall be increased by the aggregate amount of such change(s) and the Professional Consultant's fee shall be increased as an Additional Service in relation to the effort required for the change(s).

- 4.1.1.4 In the event the Owner requests changes to the Project which would decrease the Project Construction Budget, basic compensation due the Professional Consultant shall be adjusted downwards for remaining services to be performed but not for services already performed to the date of receipt by the Professional Consultant of

the written requested change in accordance with the basic payment schedule set forth in Exhibit "A".

- 4.1.2 The Basic Services Compensation stated in paragraph 4.1.1 includes all compensation and other payments due the Professional Consultant (manpower, overhead, profit, direct costs, etc.) in the performance of the Basic Services.
- 4.1.3 The Professional Consultant certifies that his wage rates, unit costs and other factual data which may have been furnished the Owner to support the compensation schedule are accurate, complete and current at the time of entering into this Agreement. It is mutually understood between the Professional Consultant and the Owner that the original fee schedule and any additions there to shall be adjusted within one year, if required, to exclude any significant sums wherein the Owner determines the fee was increased due to inaccurate, incomplete or noncurrent wage rates, unit costs and other factual data which may have been furnished by the Professional Consultant.
- 4.1.4 Compensation shall be based on the number of hours spent by each employee directly attributable to services required for each specific project, and shall not include travel time to and from the project sites. Hourly rates for Direct Personnel Expense shall be in compliance with Exhibit B and in no case may be billed using a multiplier greater than two point five (2.5).
- 4.2 Payments to the Professional Consultant. Payments on account of the Professional Consultant shall be made as follows:
 - 4.2.1 Payments for Basic Services shall be made monthly in proportion to services performed based on a Payment Schedule included in Exhibit "A" upon presentation of the Professional Consultant's statement of services, fully supported by invoices, time sheets, and certifications if requested that all subconsultants have been paid, and other documentation if requested by the Owner.
 - 4.2.2 No deductions shall be made from the Professional Consultant's Basic Services Compensation on account of penalty, liquidated damages, retainage or other sums withheld from payments to Contractor.
 - 4.2.3 Deductions may be made from the Professional Consultant's Basic Services Compensation on account of errors and omissions in the drawings, specifications, documents and other services prepared by the Professional Consultant in accordance with the provisions of Paragraph 3.2.3.
 - 4.2.4 Payments due for Reimbursable Expenses incurred while performing Basic or Additional Services shall be computed at 1.1 times actual costs. Reimbursable Expenses shall include actual expenditures made by the Professional Consultant, his employees, or his subconsultants in the interest of the project limited as defined in Article 1.11. Before incurring any Reimbursable Expenses, the Professional Consultant must request and receive written authorization from the Owner.
 - 4.2.5 Final payment to the Professional Consultant shall not be made by the Owner until the following items have been received by the Owner:
 - 1. Electronic copies of all drawings, specifications, documents and other services prepared by the Professional Consultant in connection with the Project, in

conformance with Article 13.1, including incorporation of the Contractor's "As-Built" records of the Project, if required in Exhibit "A".

2. All certifications required by: applicable laws, statutes, building codes and regulations; Federal, State and local governments; or Exhibit "A".

4.3 Additional Services Compensation.

4.3.1 Prior to any Additional Services, as described in Article 7 herein, performed by the Professional Consultant hereunder, the Professional Consultant and Owner shall negotiate an equitable adjustment to the Basic Services Compensation.

4.3.2 Payments for Additional Services to the Professional Consultant shall be made monthly upon presentation of the Professional Consultant's statement of services, fully supported by invoices, time sheets/cards, and other documentation as requested by the Owner. Professional Consultant expressly waives any right to payment for any Additional Services rendered if Professional Consultant does not give written notice of its claim that the services are additional within twenty (20) days of rendering the services, and if such services are not billed as Additional Services within sixty (60) days following their rendition.

4.4 Accounting Records.

4.4.1 Records of the Professional Consultant with respect to Basic Services and Additional Services and payroll, subconsultant and other expenses (including Reimbursable Expenses) pertaining to the Project, shall be kept on generally accepted accounting principles and shall be available to the Owner or its authorized representative for inspection and copying at mutually convenient times.

4.4.2 At the request of the Owner or its authorized representative the Professional Consultant will supply in a timely manner and certify as accurate, unaltered copies of all time sheets, invoices, and other documents to substantiate and document any and all Additional Services and Reimbursable Expenses.

4.5 Professional Consultant shall not be entitled to receive payment hereunder until Owner is provided such lien waivers, including lien waivers from Professional Consultant's subconsultants, detailed descriptions of services, and sworn statements of certification stating Professional Consultant's services are in compliance with the requirements of this Agreement, as Owner may reasonably require in connection with Professional Consultant's request for payment.

ARTICLE 5

PERIOD OF SERVICE

- 5.1 Specific dates relating to the period of services shall be for three (3) years, with optional renewable for an additional two (2) year period, except that the Agreement may be terminated by either party as provided in Article 11. Original Agreement date shall begin on the date of Board Approval and continue for an initial three (3) year period. This Agreement shall have the option to renew, with such option to be exercised by written agreement of the parties, for one additional two year period.

ARTICLE 6

OWNER'S RESPONSIBILITIES

- 6.1 The Owner shall, with the assistance of the Professional Consultant, provide full information regarding the requirements for the Project.
- 6.2 The Owner shall examine documents submitted by the Professional Consultant and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Professional Consultant's Services.
- 6.3 The Owner shall pay for laboratory tests, inspections and reports as required by the project scope that are not otherwise called for in this Agreement. The Professional Consultant shall review and confirm the sufficiency of any test and information furnished to Professional Consultant by or on behalf of Owner pursuant to Paragraph 6.5.
- 6.4 The Owner may furnish such legal, accounting, and insurance counseling services as the Owner may deem necessary for the Project, and such auditing services as it may require to ascertain how, or for what purposes, the Contractor has used the moneys paid to it under the Construction Contract.
- 6.5 All services, information, surveys and reports required of the Owner, shall be furnished at the Owner's expense and the Professional Consultant shall be entitled to rely upon their accuracy and completeness.
- 6.6 The Owner shall furnish information and approvals required of it expeditiously, for orderly progress of the Work.
- 6.7 The Owner shall pay for and the Professional Consultant shall assist the Owner in obtaining all necessary permits, licenses, approvals, assessments, and charges required for the construction, use or occupancy of permanent structures and site improvements or for permanent changes to existing facilities.
- 6.8 The Owner shall designate a representative or other party to act in the Owner's behalf with respect to the Project. The Owner's Representative for the Project is the Assistant Superintendent of Facilities Management Services. He shall have the authority to approve changes in the scope of the Project and shall be available during working hours as often as may be necessary to examine information, to render decisions and to furnish information in a timely manner. He shall also have the authority to designate other representatives to act on his behalf with respect to

this Agreement. All decisions rendered by the Owner's representative are subject to review and approval by the School Board.

- 6.9 The Owner shall provide for all investigation testing, analysis and abatement of any asbestos containing material that may exist in the Owner's facilities.

ARTICLE 7

ADDITIONAL SERVICES

- 7.1 Attached hereto and made a part of this Agreement as Exhibit "B" are the Hourly Rates that will be used for determining the fees to be paid for Additional Services. Such services shall be authorized in advance by the Owner.
- 7.2 The Owner will compensate the Professional Consultant for authorized Additional Services performed as herein provided to the extent that they exceed the obligations of the Professional Consultant for Basic Services under this Agreement.

ARTICLE 8

NOTICES

- 8.1 Any notice required by this Agreement or other communications to either party by the other shall be in writing and deemed given when delivered personally or when deposited in the United States Post Office, first class, postage prepaid, addressed as follows, or to such other address as shall be duly given by notice meeting the requirement of this Article.

To Owner:

The School Board of Brevard County, Florida
2700 Judge Fran Jamieson Way
Viera, Florida 32940-6601

Attention:

Dane Theodore AIA, CGC; Assistant Superintendent; Facilities Management Services
Joseph A. Ranaldi AIA; Director; Planning & Project Management

To Professional Consultant:

EE&G Environmental Services, LLC
1615 Cooling Street
Melbourne, FL 32935

Attention:

Carolyn Bailey, Vice President

ARTICLE 9

INSURANCE

- 9.1 The Professional Consultant shall purchase and maintain workers' compensation insurance for all of their employees during the entire period of this contract. The Professional Consultant shall also purchase and maintain for the entire period of this contract, insurance that protects itself and the Owner from any and all claims resulting from negligent or wrongful acts or omissions, damages due to bodily injury, including personal injury, sickness, disease or death of any of the Professional Consultant's employees or any other person; claims for damages because of injury to or destruction of personal property including loss of use resulting therefrom; and claims arising out of the performance of this Agreement and caused by negligent acts or omissions for which the Professional Consultant is legally liable. All insurance provided under this Agreement shall be through an insurance carrier acceptable to the Owner. The insurance carrier shall be rated "A-" or better by Best's Key Rating Guide and shall provide the Owner with evidence of financial strength. The minimum limits of insurance coverage shall be as follows:

| Insurance Description | Minimum Required Coverage |
|---|----------------------------------|
| a. General Liability Insurance: | |
| Bodily Injury: Per Claim | \$ 1,000,000.00 |
| Bodily Injury: Per Occurrence | \$ 2,000,000.00 |
| Property Damage: Each Accident | \$ 1,000,000.00 |
| b. Automobile Liability: | |
| Bodily Injury: Per Claim | \$ 500,000.00 |
| Bodily Injury: Per Occurrence | \$ 1,000,000.00 |
| Property Damage: Each Occurrence | \$ 500,000.00 |
| c. Product Liability or Completed Operations Insurance: | |
| Bodily Injury: Per Claim | \$ 500,000.00 |
| Bodily Injury: Per Occurrence | \$ 1,000,000.00 |
| d. Professional Liability Insurance: | |
| Each Claim | \$ 500,000.00 |
| Each Occurrence | \$ 1,000,000.00 |
| e. Workers' Compensation/Employer's Liability: | |
| W.C. Limit Required | Statutory Limits |
| E.L. Each Accident | \$ 1,000,000.00 |
| E.L. Disease – Each Employee | \$ 500,000.00 |
| E.L. Disease – Policy Limit | \$ 1,000,000.00 |

Workers' Compensation Exemption forms will not be accepted for the project Architect, Engineer, General Contractor, or Sole Practitioner that intends to subcontract the work to other individuals or companies. These entities or individuals are required to purchase a Workers' Compensation insurance policy.

- 9.2 The General and Auto liability insurance policies required under Section 9.1 of this Agreement shall name the Owner as an additional insured and shall contain a waiver of subrogation against the Owner. The Owner shall also be listed as an additional

insured on the Professional Consultant's Professional Liability insurance policy should the policy be on a form other than a "claims made" policy.

- 9.2.1 The Professional Consultant shall deliver to the Owner a certificate of insurance for its Workers' Compensation, General Liability, Auto Liability and Professional Liability prior to the commencement of work and annually thereafter, so long as it is required to maintain such coverage under Article 9.4.
- 9.3 Evidence of such insurance shall be furnished to the Owner as part of this Agreement, and the Owner shall receive thirty (30) days prior written notice of any cancellation, non-renewal or reduction of coverage of any of the policies. Upon notice of such cancellation, non-renewal or reduction, the Professional Consultant shall procure substitute insurance so as to assure the Owner that the minimum limits of coverage are maintained continuously throughout the period of this Agreement.
- 9.4 The Professional Consultant shall maintain Professional Liability insurance in force during the performance of this Agreement and for three years after the conclusion of this agreement.
- 9.5 The Professional Consultant shall require the provisions of this Article 9 to apply in full force and effect to its subconsultants and shall provide to the Owner certificates of insurance as described in Article 9.2 for all subconsultants.
- 9.6 The Owner may elect to purchase insurance under an Owner Controlled Insurance Program, in which case the Professional Consultant will not be required to provide insurance, but will provide coordination with the Owner and the Owner's insurance administrator, as required.

ARTICLE 10

INDEMNIFICATION

- 10.1 Notwithstanding anything to the contrary contained herein, the Professional Consultant shall indemnify and hold harmless the Owner and its officers, agents and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from (1) the Professional Consultant's performance or failure to perform its obligations under this Agreement and (2) any claim, damage, loss or expense attributable to bodily injury, sickness, disease, intentional acts or death, or to injury to or destruction of personal property including the loss of use resulting therefrom and caused by any negligent act or omission of the Professional Consultant, anyone directly or indirectly employed by the Professional Consultant or anyone for whose acts the Professional Consultant may be liable to the extent and in proportion to the Professional Consultant's comparative degree of fault. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Article.
- 10.2 Except as otherwise set forth in this Agreement, the Professional Consultant and the Owner shall not be liable to each other for any delays in the performance of their respective obligations and responsibilities under this Agreement which arise from causes beyond their control and without their fault or negligence, including but not limited to, any of the following events or occurrences: fire, flood, earthquake, epidemic, atmospheric condition of unusual severity, war, and strikes. Owner shall

not be liable to the Professional Consultant for acts or failures to act by Owner, the Contractor or the Owner's Consultants. The Professional Consultant shall not be liable for acts or failures to act by the Contractor, the Owner, or Owner's Consultants.

ARTICLE 11

TERMINATION OF AGREEMENT

- 11.1 Upon the appointment of a receiver for the Professional Consultant, or if the Professional Consultant makes a general assignment for the benefit of creditors, the Owner may terminate this Agreement, without prejudice to any right or remedy otherwise available to the Owner, upon giving three (3) days written notice to the Professional Consultant. If an order for relief is entered under the bankruptcy code with respect to the Professional Consultant, the Owner may terminate this Agreement by giving three (3) working days written notice to the Professional Consultant unless the Professional Consultant or the trustee: (1), promptly cures all breaches; (2), provides adequate assurances of future performance; (3), compensates the Owner for actual pecuniary loss resulting from such breaches; and (4), assumes the obligations of the Professional Consultant within the statutory time limits.
- 11.2 If the Professional Consultant refuses or fails, except in cases for which extension of time is provided, to supply sufficient properly skilled staff or proper materials, or disregards laws, ordinances, rules, regulations or orders of any public authority jurisdiction, or otherwise violates or breaches any term or provision of this Agreement, then the Owner may, without prejudice to any right or remedy otherwise available to the Owner, and after giving the Professional Consultant seven (7) days prior written notice, terminate this Agreement.
- 11.3 Upon termination of this Agreement by the Owner under Articles 11.2 and 11.3 it shall be entitled to furnish or have furnished the Services to be performed hereunder by the Professional Consultant by whatever method the Owner may deem expedient. Also, in such cases, the Professional Consultant shall not be entitled to receive any further payment until completion of the Work; and the total compensation to the Professional Consultant under this Agreement shall be the amount which is equitable under the circumstances.
- 11.4 The Owner or Professional Consultant may, upon thirty (30) days written notice, terminate this Agreement, in whole or in part, at any time for the convenience of both parties, without prejudice to any right or remedy otherwise available to the Owner. Upon receipt of such notice, the Professional Consultant shall immediately discontinue all services affected unless such notice directs otherwise. In the event of a termination for convenience of the Owner, the Professional Consultant's sole and exclusive right and remedy is to be paid for all work performed and to receive equitable adjustment for all work performed through the date of termination. The Professional Consultant shall not be entitled to be paid any amount as profit for unperformed services or consideration for the termination of convenience by the Owner.
- 11.5 Should the Owner terminate this agreement as provided for under this Article, the Owner will acquire such drawings, including the ownership and use of all drawings, specifications, documents and materials relating to the Project prepared by or in the possession of the Professional Consultant, prior to final payment to the Consultant.

The Professional Consultant will turn over to the Owner in a timely manner and in good unaltered condition all original drawings, specifications, documents and materials. In the event of any termination pursuant to Articles 11.2 or 11.3 of this Agreement, the Professional Consultant consents to the Owner selection of another consultant of Owner's choice to assist the Owner in any way in completing the Project. Professional Consultant further agrees to cooperate and provide any information requested by the Owner in connection with the completion of the Project and consents to and authorizes the making of any reasonable changes to the design of the Project by Owner and such other consultant as Owner may desire. Any services provided by the Professional Consultant which are requested by the Owner after termination shall be fairly compensated by Owner.

- 11.6 The payment of any sums by the Owner under this Article 11 shall not constitute a waiver of any claims for damages by the Owner for any breach of the Agreement by the Professional Consultant.

ARTICLE 12

SUCCESSORS/ASSIGNMENT

- 12.1 This Agreement shall inure to the benefit of and be binding on the heirs, successors, assigns, trustees and personal representatives of the Owner, as well as the permitted assigns and trustees of the Professional Consultant.
- 12.2 The Professional Consultant shall not assign, sublet or transfer its interest in this Agreement without the written consent of the Owner, except that the Professional Consultant may assign accounts receivable to a commercial bank or financial institution for securing loans, without prior approval of the Owner.

ARTICLE 13

OWNERSHIP OF DOCUMENTS/INFORMATION

- 13.1 Drawings and Specifications and other documents as instruments of service are and shall remain the joint property of the Professional Consultant and the Owner whether the Project for which they are made is built or not. The Professional Consultant shall provide, and the Owner shall retain, electronic copies of Drawings in AutoCAD or TIF format, Specifications in MS Word format and other documents in AutoCAD, MS Word, MS Excel, MS Access or MS Project as appropriate for information, reference and use in connection with the Owner's use and occupancy of the Project and for the Owner's future requirements of the Project's facilities including without limitation any alteration or expansion in any manner the Owner deems appropriate without additional compensation or fee to the Professional Consultant. The Owner shall assume responsibility in connection with its use of the Drawings and Specifications without the Professional Consultant's consent.

ARTICLE 14

ADDITIONAL PROVISIONS

- 14.1 The Owner and Professional Consultant agree to endeavor to provide written notification in advance of any litigation, concerning claims, disputes, and other matters in question between the parties to this Agreement arising out of or relating to this agreement or the breach thereof.
- 14.2 The parties agree to endeavor to negotiate in good faith, prior to litigation, concerning claims, disputes and other matters in questions arising out of or relating to this Agreement or the breach thereof.
- 14.3 Nothing herein contained shall be construed to require the parties to provide written notifications or engage in negotiations prior to the institution of litigation nor to submit for arbitration by a third party or parties any such claim, dispute or other matter in question between the parties but the parties may by mutual agreement submit any claim dispute or other matter at issue to arbitration in accordance with Florida State Law or such other arbitration procedure as may be mutually agreed upon between the parties.
- 14.4 Whenever renderings, photographs of renderings, photographs of models, photographs, drawings, announcements, or other illustration or information of the Project are released for public information, advertisement or publicity, appropriate and proper credit for engineering and other services, to the fullest extent possible, will be given to the Professional Consultant, and ownership of the project to the Owner.
- 14.5 This Agreement and its Exhibits and Attachments represent the entire and integrated agreement between the Owner and the Professional Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Professional Consultant.
- 14.6 Unless otherwise specified, this Agreement shall be governed by the law of the State of Florida, USA. It is expressly agreed by both parties that any litigation must be filed in courts of law in Brevard County, Florida.
- 14.7 If any one or more of the provisions contained in this Agreement, for any reason, are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 14.8 Except where specifically stated otherwise, all periods of time stated in terms of days shall be considered periods calculated in calendar days.
- 14.9 The headings or captions within this Agreement shall be deemed set forth in the manner presented for the purposes of reference only and shall not control or otherwise affect the information set forth therein or interpretation thereof.
- 14.10 For the purpose of this Agreement unless the context clearly indicates otherwise, the singular includes the plural, and the plural includes the singular.

- 14.11 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, which shall be sufficient evidence by any one thereof.
- 14.12 **Jessica Lunsford Act.** Professional Consultant shall, at its expense, ensure that all of Professional Consultant's employees and the employees of Professional Consultant's subcontractors who will be permitted access on school grounds when students are present meet the background screening requirements of Section 1012.465, Fl. Stat., (Jessica Lunsford Act). Professional Consultant's failure to comply with this requirement will constitute a material breach of the contract.

This Agreement executed the day and year first written above.

**THE SCHOOL BOARD OF
BREVARD COUNTY, FLORIDA:**

By: _____
Karen Henderson, Chairman

Date Approved: _____

ATTEST (WITNESS):

By: _____
Brian T. Binggeli, Ed.D., Superintendent

PROFESSIONAL CONSULTANT:

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST (WITNESS):

By: _____

Print Name: _____

Title: _____

Professional Consultant Contact Name: Carolyn Bailey, Vice President
Email Address: cbailey@eeandq.com
Phone Number: 305-374-8300

Exhibit "A"

Scope of Services

RFQ #14-Q-007-KR Environmental Engineering Services

GENERAL SCOPE OF WORK

Drawn from a unit cost schedule, hourly rate for services/materials such as a licensed, certified consultant/engineer, project manager, holding a current State recognized occupational license and/or certification, fully insured with necessary tools, equipment, modes of transportation and necessary employees to provide contamination assessments, laboratory services, radon measurement surveys, asbestos consulting, lead paint surveys, hazardous waste characterization, hazardous waste disposal and emergency response to the satisfaction of Federal Department of Transportation (FDOT), Federal Environmental Protection Agency (EPA), and the Florida Department of Environmental Protection (FDEP) as requested by the School Board of Brevard County (Owner). Employees or subcontractors of the Professional Consultant shall include at least one Certified Industrial Hygienist (CIH) Florida Registered Professional Engineer (P.E.), a Florida Registered Professional Geologist (P.G.), a Florida Licensed Radon Measurement Specialist and a Florida Licensed Asbestos Consultant. The Owner requires a Certified Hazardous Material Manager (CHMM) be available either as an employee or a subcontractor to the Professional Consultant. Other employees required for this contract include, but are not limited to, site supervisors, remedial workers, equipment operators, technicians, hazardous waste workers, secretarial staff, CAD operators and laboratory personnel. Additionally, the Owner requires environmental consulting services to remain ready on an "as needed" basis for response to emergency situations for any incident determined by the Owner to represent an immediate health threat to students, employees, and/or the public.

SERVICES REQUIREMENTS

The Professional Consultant shall provide any of the following service elements if and when required by the Owner:

1. Conduct Asbestos Hazardous Emergency Response Act (AHERA) asbestos inspections, develop AHERA management plans, provide project management for asbestos abatements, provide air monitoring (PCM and TEM sample analysis) for asbestos abatements or fiber releases, provide personnel sampling for abatement activities, provide asbestos consulting for renovation and remodeling projects, and provide all project design for asbestos management and abatements in accordance with EPS 40 CFR Part 763 and Florida Administrative Code (FAC) 469.

2. Conduct asbestos roofing surveys; provide analysis and reports (including CAD drawings) on positive roofing materials to the Plant Operations Department. Provide for the monitoring of any asbestos roofing removal including personnel sampling.
3. Conduct Phase I (and possible Phase II) radon measurement surveys for newly constructed buildings and provide reports to the Owner in accordance with EPS Measurement Protocol 402-R92-003 and FAC 64E-5.1208.
4. Provide design consulting services for Underground Storage Tank (UST) excavations and replacements for Owner fuel tanks. Conduct contamination assessments, provide remedial action plans, provide consulting services for initial remedial actions, and remediation of contaminated soils/groundwater on contaminated sites. Maintain professional licenses for the duration of the contract. Prepare documentation, where required, to comply with Chapters 17-13, 17-775, 17-770, 17-781, 17-61 and 17-762 F.A.C.
5. Conduct lead paint (and possibly other heavy metals) surveys for buildings scheduled to undergo renovation, remodeling or demolition. Provide lead paint consulting services including abatement project management, project design and monitoring in accordance with EPA 40 CFR Part 745.
6. Characterize, secure, and assist the Owner in coordination the transport and disposal of any hazardous waste or material, contaminated soil or groundwater in accordance with all local, State and Federal ordinances, rules, regulations and laws.
7. Provide for employee/student exposure monitoring when requested to determine compliance with applicable standards. Provide both personnel and area sampling, interpret sampling results, and make recommendations regarding appropriate controls, if necessary.
8. Develop written programs on such subjects as respiratory protection, chemical hygiene (laboratory safety), hearing conservation, and Indoor Air Quality (IAQ).
9. Conduct IAQ investigations by evaluating building and mechanical systems and providing air and/or bulk sampling if directed by the Owner. Monitor common indoor air pollutants, as well as the amount of outside air being supplied to occupied areas. Analyze the information and provide recommendations on how to improve IAQ.
10. Provide emergency response services with the capability to sample for chemical vapors, mists, gasses, particulates, residues and unknown materials (including soil and groundwater sampling) upon request by the Owner. Emergency response services include, but are not limited to, sampling of contamination, determining the extent of contamination, remedial actions to assist the Owner in the removal of contamination and the disposal of contamination.

GENERAL REQUIREMENTS

The Professional Consultant shall be prepared to perform any/all of the following functions for the duration of this contract:

1. Have immediate access to the following equipment: PCM microscopes, stage micrometers, phase contrast test slides, filter cassettes, personnel low volume air monitoring pumps, high volume sampling pumps, hoses, tubing, a primary standard for establishing air flow rate, sampling equipment, sample containers, radon measurement devices, Geoprobe TM, well drilling rigs with monitoring well construction equipment, hand augers, drilling augers, split spoons, steam cleaners and other decontamination equipment, appropriate safety and hazardous material containment equipment and heavy equipment as needed. Sampling equipment shall include, but is not limited to, the following: pH meter, temperature measurement devices, conductivity meter, OVA, explosimeter, assorted bailers, pumps, hoses, tubing, product lens measurement devices, sample containers, preservatives and coolers. Laboratory equipment shall consist of, but is not limited to, the following: gas chromatograph, mass spectrometer, atomic absorption and emission, standard and high pressure liquid chromatographs, total organic carbon analytical and extraction procedures, spectrophotometers, bio-analytical equipment, polarized light microscope with dispersion staining objective, refractometer, stereo microscope, refractive index oils, ashing oven and NVLAP standards for PLM, transmission electron microscope, and any other equipment required to perform contracted services.
2. All petroleum contamination type sampling, and sample handling (including but not limited to sample transporting) shall be conducted in accordance with the Professional Consultant's FDEP approved Comprehensive Quality Assurance Plan.
3. Utilize personnel trained and experienced in the following fields and sciences: chemistry, engineering, environmental science, industrial hygiene, CAD drawing, geology and hydrology, and hazardous materials safety. Experience in the fields of asbestos inspections, asbestos project management, asbestos roofing surveys, PLM, PCM, TEM, air monitoring, personnel monitoring, lead paint abatement project management, lead paint surveys and use of XRF devices, radon sample collection/measurement, indoor air quality consulting services, emergency response activities, hazardous materials sampling and consulting, hazardous waste transportation and disposal, hazardous waste spill clean-up, site restoration, environmental audits, contamination assessments, groundwater modeling, soil and groundwater remediation and UST removal and replacement services are required.
4. Shall have necessary local, State and Federal permits to provide the above mentioned services. The Professional Consultant or his subcontractors shall carry the required general and professional liability insurance for the above-mentioned services.

5. When requested, provide the Owner with records and reports covering each project that conform to DEP, EPA, DOT and other agencies' requirements and Owner needs. Monthly status reports shall include cost-to-date breakdowns and be tied to billings.
6. A Owner approved subcontractor may provide any services that cannot be provided by the Professional Consultant. The subcontractor shall have all appropriate permits, certifications, and general and professional liability insurance for the services provided. However, the Owner shall not be a third party to the subcontractor's contract with the Professional Consultant. Therefore, the Professional Consultant will be solely responsible for payments to the subcontractors as well as determining that the subcontractor meets the requirements as specified above.
7. The work required under this section may include all labor, materials, equipment and services necessary for the assessments of soil/groundwater contamination, remedial action plans, sub surface investigations, assessments of asbestos in buildings, asbestos and lead abatement project management, radon surveys, hazardous materials consulting and emergency response. The result of the above listed services shall furnish the Owner with AHERA compliant asbestos management plans, FDEP approved "Monitoring Only Plans" or "No Further Action Status" for petroleum contaminated sites, and, State of Florida Department of Radiation Control approved radon surveys.
8. A list must be provided of key personnel by name and title, as well as a resume for each individual assigned. A description of the functions and responsibilities of each key person relative to the task to be performed is required. The Professional Consultant will assign only one member as the contact person for the duration of the contract. This contact person will be available to the Owner for the entire period of the contract. The contact person may be changed with permission from the Owner and/or the Board's designee.
9. The Professional Consultant shall provide several options as to how an abatement or remedial action is to be performed. The Owner designee will have the authority to choose the option most beneficial to the Owner.
10. All abatement/remedial work and sampling events will be designed and timed so classroom activities will not be disrupted.
11. All excavation work shall be designed with the safety of students and staff in mind. If possible, excavations will be executed during off school hours. The Professional Consultant shall require all open excavations to be barricaded and fenced, and shall not be left open for extended periods of time. Excavations will be designed so as not to undermine the structural integrity of any building.

12. Analytical laboratories utilized by the Professional Consultant (subcontracted and in-house services) for the testing of soils and groundwater shall have a State approved Comprehensive Quality Assurance Plan on file with FDEP and shall be current with NELAP accreditation. In addition, all sampling and analytical laboratory services involving asbestos shall be conducted in accordance with NVLAP accreditation standards and the laboratory shall participate in an approved round robin proficiency-testing program or any other program required by Federal or State regulations. Sampling shall be conducted to industry "state of the art" protocol and shall conform to appropriate Federal and State regulations. Analytical laboratories used for PLM and asbestos TEM shall have NVLAP accreditation. Analytical laboratories used for atomic absorption or gas chromatograph mass spectrometry shall have ELLAP, ELPAT, AIHA and NVLAP accreditation. The Owner reserves the right to refuse the services of any laboratory and select an accredited laboratory approved by the Owner.
13. The Owner will not pay for items considered "tools of the trade". Items such as organic vapor analyzers, pH meters, conductivity meters, temperature meters, relative humidity meters, CO2 meters, sound level meters, flow level meters, manometers, personnel protective equipment, sampling pumps, data loggers, chart recorders, assorted bailers, sampling containers, and colorimetric tubes are considered tools of the trade. Other items considered tools of the trade shall be determined by the Owner or its designee.
14. All access to schools or facilities shall be obtained only after the school principal or the facility manager has granted permission.
15. The Professional Consultant shall be responsible for verifying the quantities and the removal of hazardous materials identified in the plans, specifications and other contract documents.
16. The Professional Consultant shall comply with applicable Federal, State and local regulations pertaining to the protection of workers, visitors to the site, and persons occupying areas adjacent to project work sites. The Professional Consultant is responsible for the presence of safety plans, certifications (Photo I.D. required), medical information and monitoring data on site as required by applicable Federal, State and local regulations and shall hold the Owner harmless for failure to comply with applicable safety and health regulation on the part of himself, his employees, and/or subcontractors under his supervision.
17. Where compliance with two or more industry standards or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent requirement is intended and shall be enforced. Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, applicable standards of the construction industry have the same force and effect and are made part of the contract documents.

18. Project evaluations shall be conducted by the Professional Consultant and a Owner representative. The consulting and a Owner representative shall conduct a pre-abatement/remediation evaluation prior to commencement of work. The Professional Consultant shall record (photographs, video or other documentation) the existing conditions prior to the commencement of work.
19. The Owner and/or its representative reserves the right to monitor/inspect, request work modifications, and cease work if deemed necessary due to safety concerns and/or a significant potential for loss of Owner resources.
20. When requested by the Owner, the Professional Consultant shall perform reoccupancy evaluations of work areas to verify removal of known contaminants and/or hazards prior to general reoccupancy.
21. The Professional Consultant shall be responsible for having a "site specific" safety plan with instructions to the nearest hospital and emergency phone numbers, ect.
22. The Professional Consultant shall have in his office and on the job site a copy of job specifications, drawings, and project records (i.e. demolition plans) regarding the project.
23. The Professional Consultant may be required to periodically inspect and direct a third-party contractor to eliminate potential safety hazards using properly trained personnel during all phases of work. Of particular concern are the following:
 - a. Energized Systems
 - b. Toxic Substances
 - c. Harmful Atmospheres
24. In addition to following worker safety standards established by OSHA's Construction Industry Regulations (29 CFR 1926) and General Industry Regulations (29 CFR 1910), the Professional Consultant shall also be familiar with and comply with the Owner's Comprehensive Environmental Health and Safety Plan.
25. The Professional Consultant shall provide appropriate medical monitoring to all employees (including subcontractors) hired by the Professional Consultant that may be exposed to hazardous materials or substances in excess of background levels during any phase of each project.
26. Documentation of personnel air sampling and analysis shall be posted at the job site on a daily basis. This documentation shall be transferred to the Owner when requested during project work and upon completion of each project.
27. The Professional Consultant shall monitor environmental contractor's work as necessary to insure site safety and security practices are performed based on

project plans, contract documents, industry regulations, and contemporary standards of care.

28. For asbestos and lead paint abatement projects, an entry logbook shall be maintained within the clean room area of the abatement containment. Anyone entering a regulated work area shall record the name, organization, time in and time out for each entrance. All personnel in a regulated work area or other designated control areas shall be medically monitored, have proper personnel protection equipment, have proper respiratory training if necessary, have fit testing accomplished within the last six months on their personal respirator if necessary and have authorization to enter the regulated work area(s). Entry into the work area by unauthorized personnel shall be documented and reported immediately by the Professional Consultant to the Owner designee.
29. The Professional Consultant shall be allowed to store equipment and park locked vehicles on Owner property at locations specified by Owner designees.
30. For project work assigned to the Professional Consultant, the Professional Consultant shall be responsible for continuous compliance with specific OSHA hazard communications to all parties involved with project work.
31. The Professional Consultant may be responsible for coordinating abatement or remediation work within the boundaries of a construction or renovation project managed by a General Contractor or Construction Manager hired by the Owner.
32. The Professional Consultant shall develop response action manuals (documents) upon the completion of each abatement or remediation project. The Professional Consultant shall insure all regulatory mandated records (as dictated by the specific work) are compiled within the manual. One original and two additional duplicate copies of the project specific manual shall be provided to the Owner, unless instructed otherwise by the Owner.
33. Unless instructed by the Owner, all school site testing and remediation work performed by the Professional Consultant shall be conducted during non-educational hours (i.e. evenings, weekends, summer intercession).
34. Any salvageable materials from abatements/remedial actions shall be retained by the Owner.
35. The Professional Consultant shall request that the environmental contractor furnishes adequate and proper fire protection for the phases of abatement/remedial activities.
36. The Professional Consultant shall request that the environmental contractor has proper respiratory protection for the specified work, that respiratory equipment is in good condition, and that the environmental contractor is changing filters out on an as

needed basis for PAPRs and half face respirators. If Type C respiratory equipment is required, the Professional Consultant shall ensure the respiratory system meets or exceeds standards set for CGA Type I (Gaseous Air) Grade D.

37. The Professional Consultant shall request that the environmental contractor has had his workers fit tested and that workers are medically monitored for negative air respiratory protection and have had appropriate respiratory training.
38. A no-smoking policy has been in effect since October 1, 1992 for all Owner owned/operated property.
39. The Professional Consultant shall be responsible for determining the adequacy of available utilities. Where utilities are not available or are inadequate at the job site, the Professional Consultant shall provide necessary temporary utilities required for the completion of his work.
40. No alcohol or drugs are permitted on Owner property. Violators will be subject to prosecution.
41. Firearms are not allowed on Owner property.
42. The Owner is committed to the education and safety of its students and employees. To that end, any Professional Consultant awarded the contract will be required to assure that the personnel assigned to the project are in full compliance with the Jessica Lunsford Act and do not possess criminal records that would violate Owner Policies and Procedures.
43. The Professional Consultant shall strictly prohibit interaction between their employees and the student population.
44. Professional Consultant's employees may not solicit, distribute or sell products while on Owner property.
45. Friends, guest, or family members of Professional Consultant's employees are not permitted on Owner property to simply visit a member of the Professional Consultant's staff or observe project related work.
46. Professional Consultant employees shall be required to dress neatly, without vulgar or otherwise offensive apparel, commensurate with the location and types of tasks being performed.
47. The Professional Consultant shall see that every employee on the Professional Consultant's work force is provided with an identification badge. The Professional Consultant shall see that all employees wear their badges on the outside of their apparel at all times when on Owner property.

48. It is the Professional Consultant's responsibility to ensure all his employees are legally allowed to work in the United States in accordance with U.S. Immigration policies.

49. The Professional Consultant shall prohibit his employees from disturbing paper on desks, opening desk drawers or cabinets or using School telephone or school office equipment.

WORK SCHEDULE

1. The Professional Consultant shall be available twenty-four (24) hours a day, seven (7) days a week, fifty-two (52) weeks a year and provide response to any given incident with adequate equipment, personnel, and materials within 24 hours of written notification by the Owner.

Exhibit "B"
Hourly Rate Schedule
RFQ #14-Q-007-KR
Continuing Contract for Environmental Engineering Services
EE&G Environmental Services, LLC

Labor Rates

| Classification | Not to Exceed Hourly Rate | Personnel |
|--|------------------------------|---|
| Principal/Corporate Manager | \$ 155.00 | Timothy Gipe, Donald Schambach, Carolyn Bailey |
| Certified Industrial Hygienist | \$ 140.00 | Jay Sall |
| Professional Engineer (Florida Registered) | \$ 125.00 | Adrian Woods |
| Professional Geologist (Florida Registered) | \$ 125.00 | Craig Clevenger, Dan Cottrell, Tim Lentz |
| Licensed Asbestos Consultant (Florida Registered) | \$ 125.00 | Jay Sall, Dan Cottrell, Tim Lentz |
| Field Geologist | \$ 80.00 | Paul Lee, Adam Brosius |
| AHERA Inspector | \$ 75.00 | Rober DeVito, David Buono, David Carrier, Garmel Simeus |
| AHERA Management Planner | \$ 85.00 | Jay Sall, Dan Cottrell, Tim Lentz |
| Radon Measurement Specialist | \$ 75.00 | Kirk Smith, Ron McDonald, Dan Cottrell |
| Abatement Project Manager (asbestos, lead-based paint, guano) | \$ 80.00 | Rober DeVito, Walker Emmitt, Rich Grupenhoff |
| Abatement Field Technician (asbestos, lead-based paint, guano) | \$ 60.00 | David Buono, John Kingsley, David Carrier |
| Clerical | \$ 45.00 | Denise Morris |
| CAD Operator | \$ 60.00 | Garmel Simeus, Isabel Acosta |

Analytical Rates (Includes Markup)

| Classification | Price per Sample |
|---|-------------------------|
| Polarized Light Microscopy (PLM) | \$ 14.00 |
| Phase Contrast Microscopy (PCM) on site analysis | \$ 12.00 |
| Transmission Electron Microscopy (TEM) (48 hour turn around) | \$ 60.00 |
| Transmission Electron Microscopy (TEM) (24 hour turn around) | \$ 85.00 |
| ASTM method E1613 for lead (Pb) in air filter, wipe/swatch, and paint chip | \$ 18.00 |
| Andersen Impact Sample (cultured, fungal spore identification and count) | \$ 48.00 |
| Air-O-Cell Sample (non-cultured, fungal spore count) | \$ 60.00 |
| Swab Sample (cultured, fungal spore identification and count) | \$ 48.00 |
| Tape Lift Sample (cultured, fungal spore identification and count) | \$ 40.00 |
| Total Lead - EPA Method 6010 | \$ 45.00 |
| Semi-volatiles (PAH-list only) – EPA Method 8270 SIM water/soil (MasSpec method) | \$ 110.00 |
| Volatiles (BTEX+ MTBE) - Water: EPA Method 8021, Soil: EPA Method 8260 | \$ 62.00 |
| EPA Method 1312 (SPLP: Extraction Only) | \$ 63.00 |
| Eight RCRA metals (EPA Method 6020) for water | \$ 115.00 |
| Eight RCRA metals (EPA Method 6020) for soil | \$ 115.00 |
| Four RCRA Metals (As Cd Cr and Pb) (EPA Method 6020) for water | \$ 89.00 |
| Four RCRA Metals (As Cd Cr and Pb) (EPA Method 6020) for soil | \$ 89.00 |
| Pre-burn analysis package for petroleum (soil) (8270-PAHs, TRPH/FIPro, RCRA 8 metals, 8021w/MTBE) | \$ 350.00 |
| Toxicity Characteristic Leachability Procedure (TCLP) for lead (Pb) only (soil bulk) Method 1311 (extraction)/Method 6010 (analysis) - ICP metal | \$ 96.00 |
| EDB (via EPA Method 504/8011) | \$ 49.00 |
| Volatile Organic Halocarbons (chlorinated hydrocarbons) via EPA Method 5030 (water prep method) Method 5035 (soil prep method)/ Method 8260 (analysis) | \$ 72.00 |

Approved reimbursable expenses shall be billed at 1.1 times actual cost.

Each analysis and its correlating price is based on the industry's standard Turn Around Time (TAT).



Contract # _____
Approval Date: _____

The School Board of Brevard County, Florida
Exhibit "C"
Project Assignment
RFQ #14-Q-007-KR – Continuing Contract for Environmental Engineering Services

I. PURPOSE

This is a Project Assignment to the **Continuing Contract for Professional Services** approved on **Board Approval Date** between the **School Board of Brevard County, Florida** and **Legal Name of Professional Consultant** (Consultant) and made a part thereof. The purpose of this Project Assignment is to specify the required services of the Consultant to provide **Environmental Engineering Services** when and as authorized by the School Board's Representative, when School Board approval is required in accordance with School Board policy.

II. METHOD OF COMPENSATION

Consultant shall provide a proposal that identifies all costs to be incurred by the Owner for the professional services to be performed, to include a detailed breakdown of material and labor required to complete the Scope of Services detailed in this Project Assignment. All labor and material costs for each project shall be complete and detailed, and shall, without limitation, include and identify the number of hours of work by title and responsibility of workers/professionals performing the service, while adhering to the Hourly Rate Schedule & Reimbursable Expenses Schedule in Exhibit B to this Agreement for professional services.

Payment shall be in accordance with the above referenced agreement for professional services. Compensation for all services, material, supplies, training and any other items or requirements necessary to complete the work as described herein, for a total cost of _____ **Dollars (\$0.00)** allowing an additional _____ **Dollars (\$0.00)** for reimbursable expenses for a total not-to-exceed fee of _____ **Dollars (\$0.00)** payable at the rates attached hereto. At no time shall work fees exceed said amount of compensation herein without a written and executed Project Assignment.

III. PROJECT/LOCATION

Performance of services will be for _____ at: _____ located at _____, **Florida**.

IV. SCOPE OF SERVICES

Contractor's proposal shall include a detailed Scope of Services specific to this Project Assignment. This section is to include the detail required to identify the Scope of Services to be performed. If the proposal includes the exact detail of the Scope of Services required to complete the assigned task, then include only a brief description of services to be performed. If the scope of services is precisely and correctly detailed in the proposal, and the parties will rely on that description, then the description of the scope of services to be performed contained in the Consultant's proposal shall be deemed to be incorporated in this Project Assignment.

V. PROJECT SCHEDULE

This Project Assignment shall commence upon receipt of a Purchase Order, fully executed Project Assignment, and Notice to Proceed issued by School Board and continue until the Scope of Services is completed and accepted by the School Board's Representative. Said project shall maintain schedule as provided. If schedule is altered due to unforeseen delays the School Board's Representative shall be notified at once in writing.

The School Board's Representative and Consultant shall negotiate a proposed schedule for the successful and timely completion of the project. The Project Schedule shall include at a minimum the proposed start date and final completion date.

The Consultant's Scope of Services shall begin upon receipt of a Purchase Order, fully executed Project Assignment, and Notice to Proceed, and shall be completed by **XX/XX/XXXX**.

VI. CONSULTANT'S PROJECT TEAM MEMBERS

Consultant shall provide the **name, title, and responsibility** for each of the Consultant's and Subconsultant's employees proposed to complete the Scope of Services identified in this Project Assignment.

All personnel listed herein or on the Consultant's attached proposal must be cleared before entering School Board property, pursuant to Florida Statute 1012.465. The Consultant's Project Team Members must cooperate with school personnel to provide suitable identification to demonstrate the prior approval of the Office of District & School Security before entering any campus.

VII. CONSULTANT'S PROPOSAL

Consultant's Proposal must include the following detail specific to this Project Assignment:

1. A complete scope of Work to be performed.
2. A complete description of each phase of Work.
3. A time schedule for the Work.
4. All costs to be incurred by the Owner for the professional services to be performed.
5. An estimate of the Project Construction Budget, where appropriate.
6. Proposed Staff.
7. Proposed Sub-Consultants.
8. No terms shall be stated in the letter of understanding which are contrary to, or stated as superceding, the terms of this agreement unless expressly approved by the Owner in writing.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signature

IN WITNESS THEREOF, the above parties have executed this instrument, the name of each party being affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body

**THE SCHOOL BOARD OF
BREVARD COUNTY, FLORIDA:**

By: _____
Karen Henderson, Chairman

Date Approved: _____

ATTEST (WITNESS):

By: _____
Brian T. Binggeli, Ed.D., Superintendent

PROFESSIONAL CONSULTANT:

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST (WITNESS):

By: _____

Print Name: _____

Title: _____

Professional Consultant Contact Name: Contact
Email Address: e-mail address of contractor contact
Phone Number: Phone number of contractor contact