



Indian River County Purchasing Division

1800 27th Street

Vero Beach, FL 32960

Phone (772) 226-1416

Request for Proposals

Project Name: Impact Fee Update

RFP #: 2019032

RFP Opening Date: **January 18, 2019**

RFP Opening Time: **2:00 P.M.**

All submittals must be received by the Purchasing Division, 1800 27th Street, Vero Beach, Florida 32960 prior to the date and time shown above. Late submittals will be not be accepted or considered.

PLEASE SUBMIT (1) ONE PRINTED VERSION MARKED ORIGINAL, FIVE (5) PRINTED COPIES AND ONE (1) ELECTRONIC COPY OF YOUR PROPOSAL IN PORTABLE DOCUMENT FORMAT (PDF) ON EITHER CD OR THUMB DRIVE.

Refer All Questions to:
purchasing@ircgov.com

REQUEST FOR PROPOSALS

Notice is hereby given that the Indian River County Board of County Commissioners is requesting proposals from qualified firms for the following:

RFP # 2019032
Impact Fee Update

Detailed specifications are available at: www.demandstar.com or by selecting "Current Solicitations" at <http://www.ircgov.com/Departments/Budget/Purchasing>.

All submittals must be received by the Purchasing Division, 1800 27th Street, Building B, Vero Beach, Florida 32960 by 2:00 p.m. Friday, January 18, 2018. Late submittals will not be accepted or considered.

The Board of County Commissioners reserves the right to accept or reject any and all proposals in whole or in part and to waive any technicality or irregularity.

PURCHASING MANAGER
INDIAN RIVER COUNTY

Publish: For Publication in the Indian River Press Journal

Date: Sunday, December 16, 2018

Please furnish Tear Sheet, Affidavit of Publication, and Invoice to:

Indian River County
Purchasing Division
1800 27th Street
Vero Beach, FL 32960

Statement of No Bid/Proposal

Should you elect not to submit a response, please complete and send this page by email (purchasing@ircgov.com), fax (772-770-5140) or by mail to Indian River County Purchasing, 1800 27th Street, Vero Beach, FL 32960.

Please select all of the following that apply. Our decision not to bid on the subject project was based on:

- Project is located too far from our base of operations
- Project value too low
- Project specifications unclear (please explain below)
- Material availability may be a challenge
- Our current schedule will not allow us to perform
- Unable to meet insurance requirements
- Other:
- Other:

General comments regarding the bid and/or plans and specifications:

Proposer Information Form

Please return one copy of this form to assist us in learning more about where our solicitation opportunities are most often found.

Please tell us how you found out this Request for Proposals was released/available:

- Indian River Press Journal (TCPalm)
- Demandstar/Onvia
- Email from Purchasing Division
- Indian River County Web Site
- Planroom (Please provide the name): _____
- Other (please describe): _____

General Project Information and Scope of Services

Purpose

The purpose of this project is to update the rates for six of the county's nine impact fee categories to account for changes to demand variables, credit characteristics, and land and construction costs, and to re-evaluate the County's transportation impact fee benefit districts. The six impact fee categories are described in detail **in Appendix A, Scope of Services**, and include Traffic; Public Education Facilities; Fire/Emergency Services; Law Enforcement; Public Buildings; and Parks. A sample consultant services agreement is also attached as Appendix B.

This project will also involve an update to the Affordable Growth Model based on a reexamination of growth rate assumptions and available "buy down" revenue and will recommend changes to the impact fees based on the County's ability to buy down those fees based on Board policy decisions.

Tentative Submission, Review, and Contract Award Schedule

December 16, 2018	Advertise for Request for Proposals
January 18, 2019	Proposal Submission Deadline
February 1, 2019	Review of Proposals and short-listing of proposals by consultant selection committee
February 8, 2019	Presentation by consultants; and consultants ranking by consultant selection committee
February 19, 2019	Board of County Commissioners Approval of Proposal

Limitation

This request for proposals does not commit the Indian River County Board of County Commissioners to award a contract or to pay any costs incurred in preparation of a response to this request.

The County's Obligations

- The County shall make available to the consultant any data available in the County's files pertaining to the work to be performed under this agreement.
- The County agrees, upon contract award, to pay fees and other compensation in accordance with a fee schedule to be incorporated in a final contract.
- The County shall have the sole right to determine which units or sections of the work that the consultant shall initiate and in what order.
- The County Community Development Director shall decide and dispose of all claims, questions, and disputes arising under this agreement.
- The County reserves the right to audit the records of the consultant related to this agreement at any time during the contract period and for a period of three years after final payment is made. The consultant shall provide copies of any records solely at the cost of reproduction.

The Consultant's Obligation

- The consultant shall perform all professional services identified in the attached scope of services to current professional standards of the applicable discipline.

- The consultant shall maintain an adequate staff of qualified personnel.
- The consultant shall ensure that all work meets all current federal, state, and local laws or ordinances applicable to the work.
- The consultant shall cooperate fully with the County in the scheduling and coordination of all phases of the work.
- The consultant shall cooperate and coordinate with other County consultants, as directed by the County.
- The consultant shall report the status of the work to the County upon request and hold pertinent data, calculations, field notes, and records open to the inspection of the County or its authorized agent at any time during normal business hours.
- The consultant shall negotiate any additional work required for a particular work order as deemed necessary.
- The consultant shall have approval from the County in writing prior to commencement of any revision to a work order.
- The consultant shall agree that all reports, specifications, ordinances, and other work products developed by the consultant will become the property of the County without restrictions or limitations and shall be made available at any time upon request to the County.
- The consultant shall not subcontract, assign, or transfer any work under this agreement without the written approval of the County.

Proposal Instructions

Proposers shall submit the following:

Information to Be Submitted: Submit one marked original, five (5) copies, and one (1) electronic copy of your proposal in portable document format (pdf) on either cd or thumb drive. Submittals should be concise and should demonstrate the responder's ability to provide information in a succinct manner. Submittals must include and are requested to be organized as follows:

- a. Firm's background, history, and a description of the range of services offered by the firm.
- b. A general description of experience with preparation of similar impact fee reports and updates and a summary list of related impact fee consulting projects with a brief description of each project.
- c. Office location, address, telephone number, fax number, and e-mail address of the individual(s) with authority to negotiate and contractually bind the proposer.
- d. Number of staff that will be involved with this impact fee update.
- e. Name and qualifications of the project manager and contact information.
- f. Summaries or biographies of the Team Members that will be assigned to the County. Include name, background, special skills, number of years with the firm and years of experience.
- g. List of all other tasks, plans, or projects that the personnel assigned to the Indian River County project may be required to work on simultaneously.
- h. List of current clients.
- i. Statement that the proposer's current and anticipated workload will allow him/her to perform tasks identified in the scope of service (Appendix "A" of this RFP).
- j. Financial Information: audited financial statement, if available, or financial report which includes balance sheet and income statement covering two years.
- k. The proposal must describe the proposer's approach to undertaking the activities identified in the scope of services. This may include recommendations by the proposer for changes to the scope of services. Where the proposer recommends changes to the scope, the proposer shall identify separate costs for both the original scope and the proposed revised scope.
- l. Provide a projected timeline/schedule with the Proposer's methodology. The County's objective is to have the program completed within nine months of issuance of a Notice to Proceed.
- m. Cost proposal, including breakout for each Phase and/or Task.
- n. References from the organizations your firm has provided the similar services for in the last five years. Please provide contact name, phone number, email address and project name.
- o. Sworn statement on Disclosure of Relationships as per Section 105.08 of the Indian River County Code.
- p. Certification Regarding Prohibition Against Contracting with Scrutinized Companies

Method of Selection: Evaluation of firms will be completed by a three-member selection committee comprised of staff members and appointed by the County Administrator. The County shall convene the Selection Committee of which the responsibility shall be as follows:

- a. Independently review and evaluate each Submittal
 1. Each committee member shall evaluate each firm by assigning a number of points for each criterion, as established in the solicitation, and then totaling the number of points for all criteria.
 2. Each committee member shall then rank the firms on the basis of the total number of points received for all criteria, with the firm receiving the most points being ranked # 1.
- b. As a "committee of the whole", develop a combined ranking order of all Submittals meeting minimum qualifications. The ranking of firms shall be done in the following manner:

1. The rankings received by each firm from all committee members shall be totaled and divided by the number of committee members, to produce an average ranking.
 2. The firm receiving the lowest average ranking (i.e. closest to # 1) shall be ranked the # 1 firm, and the process repeated until all firms have been ranked according to their average ranking.
 3. In the event of a tie, the ranking of tied firms shall be determined by a comparison of the total number of points received by each firm from all committee members. The firm with the highest number of points will be awarded the higher ranking position.
 4. The Committee may discuss the rankings and their reasons behind them, and each member may modify their ranking of firms accordingly until the committee is satisfied with the rankings.
 5. After interviews (if the committee decides to hold interviews), and based upon information learned during the interviews, each committee member will rank the firms in order of preference and a consolidated final committee ranking established.
 6. The committee’s meeting(s) shall be open, except that interviews/presentations and meetings (if any) held to discuss negotiation strategies, shall be closed.
- c. The County may, solely at its own option, seek additional Submittals with this or a similar Submittal in the event the County, solely at its own option, determines that the quantity and/or quality of Submittals received is insufficient to meet the County's needs and/or that award of a contract arising from this RFP would not be in the public interest.
 - d. The Committee shall forward its recommendations in accordance with the ranking to the Indian River County Board of County Commissioners, which shall, at its sole option, authorize negotiations of a contract pursuant to the requirements of Florida law.
 - e. The Indian River County Board of County Commissioners possesses sole authority to award a contract for the services sought herein. A sample contract agreement is attached to this RFP.

Initial Ranking Criteria:

EVALUATION CRITERIA	EVALUATION POINTS MAXIMUM
Experience in preparing and updating impact fee reports	25
Staff qualifications, quality of submitted proposal, proposed time frame to complete the impact fee update, and price	25
Familiarity with Indian River County	25
Approach to undertaking scope of services activities	25
TOTAL	100

General Instructions

Cone of Silence. Potential respondents and their agents shall not communicate in any way with the Board of County Commissioners, County Administrator or any County staff other than Purchasing personnel in reference or relation to this solicitation. This restriction shall be effective from the time of bid advertisement until the Board of County Commissioners meets to authorize ranking and/or award. Such communication may result in disqualification.

Sealed Submittals and Envelope Markings: All proposals shall be submitted in a sealed envelope. The outside of the envelope shall be clearly marked with the Submitter's Name and Return Address, Proposal #, Title, Date of opening, and Time of Opening.

Opening Location: Submittals must be received by the Purchasing Division at 1800 27th Street, Vero Beach, FL 32960, on or before the closing hour and date listed in the Request for Proposals. Submittals received after the stated time and date will not be considered.

Submission: Submit one (1) marked original, five (5) copies, and one (1) electronic copy of your proposal in portable document format (pdf) on either cd or thumb drive. All proposals must be signed with the legal Firm name by an Officer or employee having authority to bind the company or firm by his / her signature.

Confidential or Trade Secret Information: Proposals submitted in response to this request are public records. Pursuant to section 119.071, Florida Statutes, any financial statement that the County requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a public works project is exempt from the Public Records Law. Therefore, any financial statement that you submit that you wish to remain confidential shall be submitted in a sealed opaque envelope and marked "Confidential Financial Statement Enclosed." Trade secret information must be clearly identified as instructed per section 812.081(1)(c), Florida Statutes. Proposers are requested to specifically identify any information contained in their proposals which they consider confidential as a trade secret and which they believe to be exempt from disclosure. You must cite to the specific facts that demonstrate that such information is exempt as a trade secret under the applicable law. Any Proposer marking, labeling or declaring their entire proposal "Confidential and Proprietary" may be disqualified. By submission of a response to this RFP the responder agrees to indemnify and hold the County and its commissioners, officers, employees and agents harmless should any information marked as confidential and/or proprietary knowingly or unknowingly be released as the result of a public records request or if any information marked as confidential and/or proprietary is not released as a result of a public records request.

Taxes: Indian River County is exempt from any taxes imposed by State and / or Federal Government. Exemption Certificates, if required, are to be furnished by the successful vendor and will be filled out by the County.

Indemnification: The Proposer shall defend, indemnify and hold harmless the County and its commissioners, officers, employees and agents, from any and all losses, damages, expenses (including reasonable attorney's fees) and other liabilities of any type whatsoever, arising out of or relating to any negligence, intentional tort, breach of contract, or breach of applicable law by the vendor, or its employees, agents, subcontractors, or other persons or entities performing work under the contract.

Public Access: The Proposer shall comply with Florida's Public Records Law in accordance with the provisions of Chapter 119, Florida Statutes. Specifically, the Proposer shall keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service. The Proposer shall provide the

public with access to public records on the same terms and conditions that the County would provide the records at a cost that does not exceed the costs provided in Chapter 119 or as otherwise provided by law. The Proposer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. The Proposer shall meet all requirements for retaining public records and transfer, at no cost, to the County, all public records in possession of the Proposer upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

Public Entity Crimes: Pursuant to Florida Statutes Section 287.133(2)(a), all Submitters are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

Suspension and Debarment: Indian River County will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). The bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Scrutinized Companies Lists: The bidder certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Contractor certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. The County may terminate this Contract if Company is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes. County may terminate this Contract if Company, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies, that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

Accordingly, firms responding to this solicitation shall return with their response an executed copy of the attached "Certification Regarding Prohibition Against Contracting With Scrutinized Companies." Failure to return

this executed form with submitted bid/proposal/statement of qualifications will result in the response being deemed non-responsive and eliminated from consideration.

Non-Discrimination: Indian River County will not knowingly do business with vendors or contractors who discriminate on the basis of race, color or national origin, sex, sexual orientation, gender identity, age and/or disability. Through the course of providing services to the County, Contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards. Any person who believes their rights have been violated should report such discrimination to the County's Title VI/Nondiscrimination Coordinator through the office of the County Attorney.

Local Preference: Indian River County has no local ordinance or preferences, as described in Florida Statutes section 255.0991(2) in place, therefore no preference prohibited by that section will be considered in the acceptance, review or award of this bid.

Energy Policy and Conservation Act – The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Regulations: It shall be the responsibility of the submitter to assure compliance with any OSHA, EPA and / or other Federal or State of Florida rules, regulations, or other requirements, as each may apply.

Interpretations: No oral interpretations will be made to any submitter as to the meaning of the request for proposal documents. Every request for such an interpretation shall be made in writing, addressed and forwarded to Indian River County (purchasing@ircgov.com) ten (10) or more days before the date fixed for opening of the proposals. The County shall not be responsible for oral interpretations given by any County employee. Every interpretation made to submitters will be in the form of an Addendum, which if issued, will be sent promptly as is practical to all persons to whom RFP documents have been issued. All such Addenda shall become part of the RFP documents. Further, it shall be the responsibility of each submitter, prior to submitting their response, to contact Indian River County's Purchasing Division at (772) 226-1416 to determine if addenda were issued and to make such addenda a part of their submittal.

Direct Purchase: Indian River County reserves the option to purchase certain tangible materials necessary for the performance of the Contract, and thereby save the amount of the sales tax thereon by virtue of the Owner's status as a Tax Exempt Institution. For the purpose of these procedures, the Contractor will assign to the County any rights the Contractor may have under quotes, contracts or commitments received from the particular vendor or supplier for the materials described in the requisition. The invoiced amount of County Purchased Materials and applicable sales tax, had the purchases not been tax exempt, once finalized through the Owner's Purchase Order and after confirmation of completed delivery and acceptance, will be deducted from the Contractor's Contract price via Change Order.

Permits, Impact and Inspection Fees. In accordance with Florida Statutes Section 218.80, the "Public Bid Disclosure Act", Indian River County as OWNER is obligated to disclose all license, permit, impact, or inspection fees that are payable to Indian River County in connection with the construction of the Work by the accepted proposer. All permit, impact, or inspection fees payable to Indian River County in connection with the work on this County project will be paid by Indian River County, with the exception of re-inspection fees. The Proposer shall not include ANY PERMIT, IMPACT, NOR INSPECTION FEES payable to **Indian River County** in their cost proposal.

Applicable Law and Venue: This solicitation, its resulting agreement and all rights and duties of the parties hereto shall be governed by the laws of the State of Florida, including but not limited to the provisions of the Florida Uniform Commercial Code Chapters 671-679 F.S., for any terms and conditions not specifically stated in this solicitation and any resulting agreement. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Contract shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

Conflict of Interest: Any entity submitting a bid or proposal or entering into a contract with the County shall disclose any relationship that may exist between the contracting entity and a County Commissioner or a County Employee. The relationship with a County Commissioner or a County Employee that must be disclosed is as follows: *father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild*. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity. The disclosure of relationships shall be a sworn statement made on a County approved form. Failure to submit the form will be cause for rejection of the bid or proposal.

Cancellation: It is the intention of Indian River County to purchase material and / or services from sources of supply that will provide prompt and convenient shipment and service. Any failure of the supplier to satisfy the requirements of the County shall be reason for termination of the award.

Errors: When an error is made in the extension of generating total prices or in any other process of completing the proposal, the original unit prices submitted will govern. Carelessness in quoting prices, or in preparation of the proposal otherwise, will not relieve the proposer.

Right to Protest: Any actual or prospective bidder or proposer who is aggrieved in connection with a competitive selection process may protest to the Purchasing Manager. The protest shall be submitted to the Purchasing Manager in writing within seven (7) calendar days after the bidder or proposer knows or should have known of the facts giving rise to the protest. If the protest is not resolved by mutual agreement, the Purchasing Manager shall promptly issue a decision in writing, after consulting the Department and the Office of the County Attorney.

Awards: The County reserves the right to cancel the solicitation, reject any and all proposals or waive any irregularity or technicality in submittals received. The County reserves the right to not make any award(s) under this solicitation.

Termination by the County: The County reserves the right to terminate a contract by giving thirty (30) days notice, in writing, of the intention to terminate, if at any time the Contractor fails to abide by or fulfill any of the terms and conditions of the contract. The County also reserves the right to terminate this contract for convenience of the County and / or with or without cause.

Compliance with Laws and Regulations: Submitter agrees that they will comply with all Federal, State, and Local Laws and Regulations applicable to the production, sale, and delivery of the goods or the furnishing of any labor or services called for by this solicitation and any resulting agreement, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contracts.

Insurance:

The Selected Firm shall not commence work until they have obtained all the insurance required under this section, and until such insurance has been approved by the County. Firm's insurance shall be primary. The County shall be named as an additional insured for both General Liability and Automobile Liability. The awarded firm shall maintain the following limits of insurance during the term duration of this agreement.

General Liability

Each Occurrence \$500,000
Fire Damage-any one fire \$50,000
Medical Expenses-any one person \$5,000
Personal and Advertising Injury \$500,000
General Aggregate \$500,000
Combined Single Limit \$500,000

Automobile Liability – Combined Single Limit \$500,000

Worker's Compensation as required by the State of Florida

Each accident \$100,000
Each Disease – Each employee \$100,000
Each disease – policy limit \$500,000

Professional Liability Insurance

\$1,000,000 per occurrence
\$2,000,000 aggregate combined single limit
\$5,000 maximum deductible per claim

The policy shall cover the firm, all employees, and/or volunteers, and all independent contractors, subcontractors and professional contractual persons hired or retained by contractor.

All above insurance policies shall be placed with insurers with a Best's rating of no less than A-VII. The insurer chosen shall also be licensed to do business in Florida. The insurance policies procured shall be "Claims Made" policies or as generally available on the open insurance market.

The Insurance Carriers shall supply Certificates of Insurance evidencing such coverage to the Indian River County Risk Management Department prior to the execution of this Agreement.

The insurance companies selected shall send written verification to the Indian River County Risk Management Department that they will provide 30 days written notice to the Indian River County Department of Risk Management of its intent to cancel or terminate.

Indian River County reserves the right to accept or reject any or all proposals in whole or in part and waive all any technicality or irregularity.

PROPOSAL PRICING – RFP 2019032 – Impact Fee Update

Proposer submits the following prices for the work described in this solicitation:

Task #	Activity/Item Description (From Scope of Services)	Total Cost
Task 1	Data Collection and Analysis	\$
Task 2	Methodology – Update the Affordable Growth Model	\$
Task 3	Update Fee Schedule	\$
Task 4	Transportation Impact Fee Benefit Districts	\$
Task 5	Final Report	\$
Task 6	Meetings and Presentations	\$
Total Project Budget		\$

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown above all of the services specified in the RFP document, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

 Name of Firm

 Address

 Authorized Signature

 City, State, Zip Code

 Title

 () -
 Phone

 Date Signed

 E-mail

**SWORN STATEMENT UNDER SECTION 105.08, INDIAN RIVER COUNTY CODE, ON DISCLOSURE OF
RELATIONSHIPS**

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

1. This sworn statement **MUST** be submitted with Bid, Proposal or Contract No. 2019032
for Impact Fee Update

2. This sworn statement is submitted by: _____

(Name of entity submitting Statement)

whose business address is:

_____ and its Federal Employer Identification Number (FEIN) is _____

3. My name is _____
(Please print name of individual signing)

and my relationship to the entity named above is _____

4. I understand that an "affiliate" as defined in Section 105.08, Indian River County Code, means:

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

5. I understand that the relationship with a County Commissioner or County employee that must be disclosed as follows:

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the

entity, have any relationships as defined in section 105.08, Indian River County Code, with any County Commissioner or County employee.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity have the following relationships with a County Commissioner or County employee:

Name of Affiliate or entity	Name of County Commissioner or employee	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

SIGN: _____

PRINT: _____

Notary Public, State at large
My Commission Expires:

(Seal)

CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

(This form **MUST** be submitted with your response)

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: _____

By: _____
(Authorized Signature)

Title: _____

Date: _____

Appendix A – Scope of Services

Appendix A

SCOPE OF SERVICES INDIAN RIVER COUNTY IMPACT FEE UPDATE

INTRODUCTION:

Indian River County is located on south central Florida's eastern coast. With a current population of approximately 150,000, the County has an urbanized coastal area and a rural western area.

There are five incorporated municipalities in the County. These municipalities occupy approximately ten percent of the County's land area and accommodate less than thirty-five percent of the total County population. Consistent with this trend, most of the County's growth is occurring in the unincorporated area.

In the last several decades, the County's growth rate has been significant. After exceeding 50% in the 1980s, the County's growth exceeded 20% in both the 1990s and 2000s. To address the infrastructure costs associated with new growth, the County instituted a countywide traffic impact fee program in 1986. Also in the 1980's, the County instituted water and sewer capacity charges within the County's water and sewer service area. Because of the amount of growth and development, the Board of County Commissioners, in 2005, approved impact fees for eight additional service/facility categories. These categories are:

- Correctional Facilities (currently suspended)*
- Solid Waste Facilities (currently suspended)*
- Public Education Facilities
- Libraries (currently suspended)*
- Fire/Emergency Services
- Law Enforcement
- Public Buildings
- Parks

*In 2014, the County suspended the collection of Correctional Facilities, Solid Waste Facilities and Libraries impact fees after a determination was made that for some time the impact fees would not be used as a revenue source for those facilities. Those three impact fee categories remain suspended and are not a part of this scope of services.

Unlike many counties, Indian River County has an impact fee system that includes all five of the County's municipalities. Through interlocal agreements with the County, the municipalities collect impact fees within their jurisdictions and transmit those fees to the County. To cover that cost, the municipalities receive a portion of the impact fee administration charge. While some of the County's impact fees (traffic, corrections – currently suspended, solid waste – currently suspended, education, public buildings, and libraries – currently suspended) are imposed countywide, one fee (fire/EMS) is imposed countywide except for the Town of Indian River Shores (Indian River Shores is the only

municipality that does not participate in the County’s Emergency Service District). The other fees (law enforcement and parks) are imposed only in the unincorporated county.

According to the Indian River County Impact Fee Ordinance, every three years, the county will review its impact fees and decide whether or not to update and change the fee schedules to reflect current economic and development conditions. In June of 2017, three years after the year 2014 impact fee update, the Board of County Commissioners reviewed the impact fee schedules and decided to have the impact fee schedules updated in 2019.

PURPOSE:

The purpose of this project is to update the rates for six of the impact fee categories (not including water and sewer capacity changes, and not including impact fees for correctional facilities, solid waste facilities, and libraries) referenced above to account for changes to demand variables, credit characteristics, and land and construction costs, and to re-evaluate the County’s transportation impact fee benefit districts.

This project will also involve an update to the Affordable Growth Model based on a reexamination of growth rate assumptions and available “buy down” revenue and will recommend changes to the impact fees based on the County’s ability to buy down those fees based on Board policy decisions.

SCOPE OF ACTIVITIES:

TASK 1 – DATA COLLECTION AND ANALYSIS

TASK 1.1 REVIEW OF THE COUNTY’S 2014 IMPACT FEE STUDY AND BACKGROUND DATA

CONSULTANT shall review the County’s most recent impact fee study report in order to become familiar with the impact fee formulas and methodologies used in computing Indian River County Impact Fee rates. The CONSULTANT shall also review the Affordable Growth Model used to recommend an appropriate “buy down” of impact fees to encourage non-residential development.

The CONSULTANT shall use the inventories included in the 2014 study and any updates to those inventories since then for all six impact fee program areas, with the exception of public schools. The public education facilities inventory will be updated to reflect most recent FISH capacities; enrollment figures, enrollment trends, and student generation rates will be analyzed. Public education administrative, maintenance, and fleet inventories can be based on those contained in the 2014 study.

TASK 1.2 TRANSPORTATION COST DATA COLLECTION

The CONSULTANT shall review the Indian River County MPO 2040 Cost Feasible Plan and identify which improvements on that plan have not been constructed as well as the actual costs of construction and right-of-way acquisition for roadway projects completed in Indian River County in the last five (5) years or currently under construction.

The CONSULTANT shall use this information in identifying an average unit cost for the provision of various construction components, including right-of-way costs; per-lane-mile roadway construction costs; bridge construction costs; safety improvement costs (such as lighting, signage, and pavement markings); and any other cost elements necessary to obtain a complete and accurate update of project cost.

All cost information for transportation facilities will be reviewed by the consultant against costs for similar construction and development used in other jurisdictions. Where appropriate, industry and comparable data will be used to supplement or modify the local data.

TASK 1.3 NON-TRANSPORTATION COST DATA COLLECTION

For each non-transportation facility/service category referenced above, CONSULTANT shall coordinate with applicable departments, agencies, the school district and the property appraiser's office to compile current information (last 12 months) regarding land and construction costs.

Specific information collected/documented shall include:

- Recent land sales for properties that meet the size and location criteria appropriate for each facility/service category. This information shall, for each land sales transaction, include:
 - Total cost of property
 - Per acre cost of property
- Recent construction projects for each service facility category. For each project, information collected shall include:
 - Design Cost
 - Construction Cost, including landscape and hardscape site improvements
 - Engineering and Inspection Costs
- Bids received, contracts awarded, or engineer's cost estimates for applicable projects not yet completed.
- Current construction cost indices for service facility categories
- Historic capital costs/facility inventory lists (total costs and unit costs)
- Programmed and Planned capital costs

All cost information for non-transportation facilities will be reviewed by the consultant against costs for similar construction and development used in other jurisdictions. Where appropriate, industry and comparable data will be used to supplement or modify the local data.

TASK 1.4 REVENUE IDENTIFICATION

CONSULTANT shall update recent historic and projected capital improvement funding sources, including:

- Revenue sources for capital expenditures including, but not limited to, the recent local option sales tax extension (and its anticipated use in funding capital for impact fee category capital items), local option gas tax, state grants, and federal grants.
- Revenue source amount projections by source.
- Debt Service for Bond Proceeds used for capital construction

TASK 1.5 CREDIT COMPONENT

Using the data collected in Tasks 1.2 through 1.4, CONSULTANT shall determine a net impact cost per resident for each non-transportation impact fee facility/service category. This task will involve, but may not be limited to, calculating:

- Capital Improvements credit per resident
- Effective vacant land value percentages, taking into account taxable values of vacant land and total property value for the County
- Revenue credit per resident for past property taxes

The CONSULTANT shall also adjust traffic impact fee credits, with an emphasis on the share of Local Option Sales Tax funds allocated to highway projects since 2009.

TASK 2 – METHODOLOGY

TASK 2.1 UPDATE OF THE AFFORDABLE GROWTH MODEL

As part of this Task, CONSULTANT will update the Affordable Growth model that provides flexibility in the levels of impact fees by area or land use and assists the COUNTY in developing incentives to encourage the desired types of future development.

Historical and projected population growth rates will be evaluated to update the level of growth incorporated into the model.

Based on the results of the updated credit component, available revenue flows will be updated to determine the COUNTY'S ability to buy down fees through this method.

Results of this task will be summarized in the draft technical report.

TASK 3. UPDATED FEE SCHEDULE

TASK 3.1 ADMINISTRATION REVIEW AND ADMINISTRATION FEE UPDATE

CONSULTANT shall review current procedures and estimate staff time associated with administering the existing impact fee program. Based on that review, CONSULTANT shall determine the annual costs for administering the impact fee program and shall prepare an update of the administration fees as appropriate. That update shall comply with applicable state requirements for establishing impact fee administrative charges. CONSULTANT shall also review administration review policies and procedures and make recommendations for improvements, if any.

TASK 3.2 FEE SCHEDULE PREPARATION

For each facility/service category, CONSULTANT shall coordinate with COUNTY staff to prepare updated fee schedules. The updated schedules must reflect the preferred policy and other alternatives selected by COUNTY, as appropriate. The revised fee schedules will incorporate all relevant updated land acquisition and construction cost data; updated impact fee credit data; and updated independent variable data, as appropriate. The fee schedules will be informed by the Affordable Growth model and may entail revised impact fee formulas, where revision of those formulas have been proposed by CONSULTANT and found acceptable to the COUNTY.

TASK 4 –TRANSPORTATION IMPACT FEE BENEFIT DISTRICTS

TASK 4.1 EVALUATION OF COUNTY’S TRANSPORTATION IMPACT FEE BENEFIT DISTRICTS

CONSULTANT shall evaluate the County’s current three transportation impact fee benefit districts and make a recommendation to keep the current three benefit districts or to reduce to two or one countywide benefit districts.

TASK 5 –FINAL REPORT

TASK 5.1 PUBLIC HEARINGS AND MEETINGS

CONSULTANT shall attend three in-person meetings/workshops/public hearings for consideration and adoption of the revised impact fees. At the meetings/workshops, CONSULTANT shall present the proposed impact fees and explain the methodology employed to develop the fees. CONSULTANT shall prepare all presentation material, including Power Point presentations, presentation boards, and handouts. On scheduled in-person meeting/workshops/hearing dates, CONSULTANT shall also schedule separate in-person meetings with staff to review progress on tasks and discuss project status. In addition to these meetings/hearings, CONSULTANT shall attend one kickoff conference call and one conference call to review the draft report.

TASK 5.2 DOCUMENT PREPARATION

CONSULTANT shall compile information from TASKS 1 - 3 and incorporate that information into a draft report and provide that report to the County in PDF and Word formats, and provide Excel spreadsheet files with formulas (as applicable). The report will include all information, estimates, projections, analysis, assumptions made, and methodologies employed to complete the tasks. The report shall include all relevant information in the principal document, with other information/data incorporated in technical appendices, including a comparison of impact fee rates used in other counties. After COUNTY review, CONSULTANT shall make necessary revisions to the draft and transmit the final report to COUNTY.

TASK 6 – IMPACT FEE UPDATE REQUIREMENTS AND PROVISIONS OF WORK

TASK 6.1 PROJECT SCHEDULE

The schedule for completion for the project will be a maximum of nine (9) months from the date of issuance of the Notice to Proceed. Prior to COUNTY'S issuance of a Notice to Proceed, CONSULTANT shall prepare a schedule of calendar deadlines for deliverables.

TASK 6.2 PROGRESS REPORTING AND INVOICING

CONSULTANT shall on a monthly basis provide COUNTY with written progress reports describing the work performed on each task. Also on a monthly basis, CONSULTANT shall submit one originally signed copy of an invoice package to the COUNTY'S Project Manager. Judgment on whether work of sufficient quality and quantity has been accomplished will be made by the COUNTY'S Project Manager using a comparison of reported percent work completed against actual work accomplished.

F:\Community Development\Impact Fee\Impact Fee Studies\2018 Update\Consultant RFP\Appendix A - Scope 2018 IF Update.doc

Appendix B – Sample Agreement

SAMPLE CONTRACT AGREEMENT for IMPACT FEE UPDATE SERVICES

THIS CONTRACT AGREEMENT for IMPACT FEE UPDATE SERVICES ("Agreement"), RFP 2019032 entered into as of this ___ day of _____, 2019 by and between INDIAN RIVER COUNTY, a political Subdivision of the State of Florida, ("COUNTY"), and _____ ("CONSULTANT").

BACKGROUND RECITALS:

The COUNTY has selected the CONSULTANT to provide certain professional services for Impact Fee revisions as described in Appendix A Scope of Services.

A. The CONSULTANT is willing and able to perform the Services for the COUNTY on the terms and conditions set forth below; and

B. The COUNTY and the CONSULTANT wish to enter into this Agreement for the CONSULTANT's Services.

NOW THEREFORE, in accordance with the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. GENERAL

1.1 Professional services provided by the CONSULTANT for the COUNTY shall be identified in individual Work Orders prepared by the COUNTY. Purchase Orders may be issued by the COUNTY for proposed services that total less than \$15,000.00. For proposed services \$15,000.00 and over, Work Orders shall be issued and approved by the County Administrator or Indian River County Board of County Commissioners, as authorized. For the purpose of this document, Purchase Order shall be defined as a Work Order, however the amount will be less than \$15,000.00. Work Orders shall be performed in a timely, efficient, cost effective manner, and in accordance with current professional standards. Work Orders shall include a description of services to be performed; a statement of fees; a schedule of deliverables; proposed schedule for compensation and whether compensation is lump sum, maximum amount not-to-exceed, task based, or any combination of the foregoing; a budget establishing the amount of compensation to be paid with sufficient detail so as to identify all of the various elements of costs; a projected schedule for completion of the work to be performed by the CONSULTANT; and any other additional instructions or provisions relating to the specific Services authorized pursuant to each Work Order that does not conflict with the terms of this Agreement.

1.2 Whenever the term "Work Order" is used herein, it is intended to mean that formal document that is dated; serially numbered; and executed by both the COUNTY and the CONSULTANT by which the COUNTY accepts CONSULTANT's proposal for specific services and CONSULTANT indicates a willingness to perform such specific services for the terms and under the conditions specified in this Agreement. Each Work Order must be fully executed by the COUNTY prior to issuance of the related Notice-to-Proceed.

1.3 Services related to any individual Work Order which would increase, decrease or which are otherwise outside the scope of Services or level of effort contemplated by a Work Order shall be Services for which the CONSULTANT must obtain the prior written approval of the COUNTY as provided by this Agreement. All terms for the performance of such Services must be agreed upon in a written document prior to any deviation from the terms of a Work Order; and when properly authorized and executed by both the CONSULTANT and the COUNTY, shall become an amendment to the Work Order or a new Work Order, at the sole option of the COUNTY. A separate Notice-to-Proceed may, at the sole option of the COUNTY, be given for each phase of the services contained in any Work Order hereunder.

1.4 A Work Order shall not give rise to any contractual rights until it meets the foregoing requirements. Each written Notice-to-Proceed and specific Work Order, as approved by the COUNTY, shall be an addendum to this Agreement. Nothing contained in any Work Order shall conflict with the terms of this Agreement, and the terms of this Agreement shall be deemed to be incorporated into each individual Work Order as if fully set forth therein.

1.5 A schedule of billing rates is set forth in Exhibit 1 attached to this Agreement and made a part hereof by this reference. These hourly billing rates will remain effective for the term of this Agreement.

1.6 No representation or guarantee is made by Indian River County as to the minimum or maximum dollar value, volume of work, or type of work, if any, that CONSULTANT will receive during the term of this Agreement.

1.7 The Background Recitals are true and correct and form a material part of this Agreement.

2. COUNTY OBLIGATIONS

2.1 The COUNTY will provide the CONSULTANT with a copy of any preliminary data or reports available as required in connection with the work to be performed under this Agreement, together with all available drawings, surveys, right-of-way maps, and other documents in the possession of the COUNTY pertinent to a Project. The CONSULTANT shall satisfy itself as to accuracy of any data provided. The CONSULTANT is responsible for bringing to the COUNTY's attention, for the County's resolution, material inconsistencies or errors in such data that come to the CONSULTANT'S attention.

2.2 The COUNTY shall arrange for access to, and make provisions for the CONSULTANT to enter upon, public and private property (where required) as necessary for the CONSULTANT to perform its Services, upon timely written request of CONSULTANT to COUNTY.

2.3 The COUNTY shall promptly execute all permit applications necessary to the Project.

2.4 The COUNTY shall examine any and all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the CONSULTANT, and render, in writing, decisions pertaining thereto within a reasonable time.

2.5 Approval by the COUNTY of any of the CONSULTANT's work, including but not limited to drawings, design specifications, written reports, or any work products of any nature whatsoever furnished hereunder, shall not in any way relieve the CONSULTANT of responsibility for the technical accuracy and adequacy of the work. Neither the COUNTY's review, approval or acceptance of, or payment for, any of the Services furnished under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. The CONSULTANT shall be and remain liable in accordance with all applicable laws for all damages to the COUNTY caused by the negligent performance by the CONSULTANT of any of the Services furnished under this Agreement.

2.6 The COUNTY reserves the right to appoint one or more Project Managers for the specific Services in connection with any Work Order. The Project Manager shall:

(a) act as the COUNTY's agent with respect to the Services rendered hereunder; (b) transmit instructions to and receive information from the CONSULTANT; (c) communicate the COUNTY's policies and decisions to the CONSULTANT regarding the Services; and (d) determine, initially, whether the CONSULTANT is fulfilling its duties, responsibilities, and obligations hereunder.

2.7 The COUNTY shall give prompt written notice to the CONSULTANT whenever the COUNTY observes or otherwise becomes aware of any development that affects the timing or delivery of the CONSULTANT's Services. If the CONSULTANT has been delayed in completing its Services through no fault or negligence of either the CONSULTANT or any sub-consultant, and, as a result will be unable to perform fully and satisfactorily under the provisions of this Agreement, then the CONSULTANT shall promptly notify the Project Manager. In the COUNTY's sole discretion, and upon the submission to the COUNTY of evidence of the causes of the delay, the Work Order shall be modified in writing as set forth in this Agreement, subject to the COUNTY'S rights to change, terminate, or stop any or all of the Services at any time in accordance with this Agreement.

2.8 The CONSULTANT shall not be considered in default for a failure to perform if such failure arises out of causes reasonably beyond the CONSULTANT's control and through no fault or negligence of the CONSULTANT. The parties acknowledge that adverse weather conditions, acts of God, or other unforeseen circumstances of a similar nature, may necessitate modifications to this Agreement. If such conditions and circumstances do in fact occur, then the COUNTY and CONSULTANT shall mutually agree, in writing, to the modifications to be made to this Agreement.

3. RESPONSIBILITIES OF THE CONSULTANT

3.1 The CONSULTANT agrees to perform all necessary Services in connection with the assigned Project(s) as set forth in the Work Orders and in this Agreement.

3.2 The CONSULTANT will endeavor not to duplicate any previous work done on any Project. Before execution of a Work Order, the CONSULTANT shall consult with the COUNTY to clarify and define the COUNTY's requirements for the Project.

3.3 The CONSULTANT agrees to complete the Project within the time frame specified in the Work Order.

3.4 The CONSULTANT will maintain an adequate staff of qualified personnel.

3.5 The CONSULTANT will comply with all present and future federal, state, and local laws, rules, regulations, policies, codes, and guidelines applicable to the Services performed under this Agreement.

3.6 The CONSULTANT, as a part of the consideration hereof, does hereby covenant and agree that: (1) in connection with the furnishing of Services to the COUNTY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to the services to be performed by CONSULTANT under this Agreement on the grounds of such person's race, color, creed, national origin, religion, physical disability, age, or sex; and (2) the CONSULTANT shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines; as such rules, regulations, or guidelines may be from time to time amended.

3.7 The CONSULTANT shall during the entire term of this Agreement, procure and keep in full force, effect, and good standing any and all necessary licenses, registrations, certificates, permits, and any and all other authorizations as are required by local, state, or federal law, in order for the CONSULTANT to render its Services as described in this Agreement. The CONSULTANT shall also require all sub-consultants to comply by contract with the provisions of this section.

3.8 The CONSULTANT will prepare all necessary sketches and completed application forms to accompany the COUNTY's applications for any required federal, state, or local permits. The CONSULTANT will reply, in writing, to all regulatory agencies' requests for additional information related to a permit application. The CONSULTANT will document all meetings, conversations, etc. with permitting agencies. The CONSULTANT will provide the COUNTY with copies of all permit applications, including attachments, and all related correspondence. The CONSULTANT acknowledges that preparation of all applicable permits for the COUNTY's submittal to regulatory agencies, and the CONSULTANT's written responses to all regulatory agencies' questions until the permit is issued or denied, are included within the scope of basic compensation in each particular Work Order. No additional service work related to permitting will be approved for any reason, except in the case where new permitting requirements become effective after the effective date of a Work Order.

3.9 The CONSULTANT will cooperate fully with the COUNTY in order that all phases of the work may be properly scheduled and coordinated.

3.10 The CONSULTANT will cooperate and coordinate with other COUNTY CONSULTANTS, as directed by the COUNTY.

3.11 The CONSULTANT shall report the status of the Services under this Agreement to the County Project Manager upon request and hold all drawings, calculations and related work open to the inspection of the County Project Manager or his authorized agent at any time, upon reasonable request.

3.12 All documents, reports, tracings, plans, specifications, field books, survey notes and information, maps, contract documents, and other data developed by the CONSULTANT for the purpose of this Agreement, are and shall remain the property of the COUNTY. The foregoing items will be created, maintained, updated, and provided in the format specified by the COUNTY. When all work contemplated under this Agreement is complete, all of the above data shall be delivered to the County Project Manager.

3.13 The CONSULTANT will confer with the COUNTY during the further development of improvements for which the CONSULTANT has provided design or other services, and the CONSULTANT will interpret plans and other documents; correct errors and omissions; and prepare any necessary plan revisions not involving a change in the scope of the work required, at no additional cost to the COUNTY, within thirty (30) calendar days of notice by the COUNTY, or upon a determination of the CONSULTANT of the existence of such errors or omissions, whichever event shall first occur. The foregoing is not intended to include construction management services provided by the CONSULTANT.

3.14 The CONSULTANT agrees to maintain complete and accurate books and records ("Books"), in accordance with sound accounting principles and standards for all Services, costs, and expenditures under this Agreement. The Books shall identify the Services rendered during each month of the Agreement and the date and type of each Project-related expense. The COUNTY shall have the right at any reasonable time and through any of its designated agents or representatives, to inspect and audit the Books for the purpose of verifying the accuracy of any invoice. The CONSULTANT shall retain the Books, and make them available to the COUNTY as specified above, until the later of three (3) years after the date of termination of this Agreement, or such longer time if required by any federal, state, or other governmental law, regulation, or grant requirement.

3.15 The CONSULTANT shall not assign or transfer any work under this Agreement without the prior written consent of the COUNTY. When applicable and upon receipt of such consent from the COUNTY, the CONSULTANT shall cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted on the reports or other data.

3.16 All documents, including but not limited to drawings and specifications, prepared by the CONSULTANT pursuant to this Agreement are related exclusively to the Services described herein and are not intended or represented to be suitable for reuse by the COUNTY or others on any other project. Reuse of any document or drawing shall be at the COUNTY's own risk.

The CONSULTANT shall not be held liable for any modifications made to the documents by others.

4. TERM; DURATION OF AGREEMENT

4.1 This Agreement shall remain in full force and effect for a period of three (3) years after the date of execution thereof, or until completion of all project phases as defined by the COUNTY, whichever occurs first, or unless otherwise terminated by mutual consent of the parties hereto, or terminated pursuant to Section 8 "Termination", This Agreement may be extended for one additional two (2) year renewal at the discretion of the County.

5. COMPENSATION

5.1 The COUNTY shall pay to the CONSULTANT a mutually agreed upon lump sum or maximum amount not-to-exceed professional fee for each task in the Work Order, to be paid in monthly installments or on a deliverable basis, all as set forth in a Work Order. Duly certified invoices, in triplicate phased as per the Work Order, shall be submitted to the County Project Manager, in detail sufficient for proper prepayment and post payment audit. Upon submittal of a proper invoice the County Project Manager will determine if the tasks or portions thereof have been satisfactorily completed. Upon a determination of satisfactory completion, the County Project Manager will authorize payment to be made. All payments for services shall be made to the CONSULTANT by the COUNTY in accordance with the Florida Prompt Payment Act, as may be amended from time to time (Section 218.70, Florida Statutes, et seq.). Payment for Purchase Orders will be included in the proposal for Purchase Order.

5.1.1 The CONSULTANT shall include on the invoices any identifiable per diem, meals and lodgings, taxi fares and miscellaneous travel-connected expenses for CONSULTANT's personnel subject to the limitations of F. S. section 112.061, as may be amended from time to time. Travel expenses, if any, shall not be on a direct pay basis by the COUNTY. Notwithstanding the foregoing, the CONSULTANT acknowledges and agrees that it will not be reimbursed for any travel within Indian River County, both after a CONSULTANT arrives from outside of Indian River County, and where a CONSULTANT maintains an office in Indian River County.

5.1.2 The COUNTY shall make direct payment of all permit fees paid to regulatory agencies for approvals directly attributable to the Services under the Project. These permit fees do not include those permits required for any construction contractor.

5.2 The COUNTY may at any time notify the CONSULTANT of requested changes to the Services under an existing Work Order, and thereupon the COUNTY and the CONSULTANT shall execute a mutually agreeable amended Work Order or a new Work Order.

5.3 The COUNTY shall have the sole right to reduce or eliminate, in whole or in part, any portion of the Services under any Work Order at any time and for any reason, upon written notice to the CONSULTANT specifying the nature and extent of the reduction. In such event, the CONSULTANT shall be paid for the Services already performed and also for the Services remaining to be done and not reduced or eliminated, upon submission of invoices as set forth in this Agreement.

5.4 The COUNTY may, at any time and for any reason, direct the CONSULTANT to suspend Services, in whole or in part under this Agreement. Such direction shall be in writing, and shall specify the period during which Services shall be stopped. The CONSULTANT shall resume its Services upon the date specified, or upon such other date as the COUNTY may thereafter specify in writing. Where the COUNTY has suspended the Services under this Agreement for a period in excess of six (6) months, the compensation of CONSULTANT for such suspended Services may be subject to modification. The period during which the Services are stopped by the COUNTY shall be added to the time of performance of this Agreement.

6. ADDITIONAL WORK

6.1 If services in addition to the Services provided hereunder are required or desired by the County in connection with the Project, the COUNTY may, at the sole option of the COUNTY: separately obtain same outside of this Agreement; or request the CONSULTANT to provide, either directly by the CONSULTANT or by a sub consultant, such additional services by a new Work Order or by a written amendment to a specific Work Order.

7. INSURANCE AND INDEMNIFICATION

7.1 The CONSULTANT shall not commence work on this Agreement until it has obtained all insurance required under this Agreement and such insurance has been approved by the County's Risk Manager.

7.2 CONSULTANT shall procure and maintain, for the duration of this Agreement, the minimum insurance coverage as set forth herein. The cost of such insurance shall be included in the CONSULTANT's fee:

7.2.1 Workers' Compensation: Workers' Compensation as required by the State of Florida Employers' Liability of \$100,000 each accident, \$500,000 disease policy limit, and \$100,000 disease each employee.

7.2.2 General Liability: commercial general liability coverage, including contractual liability and independent contractor, with a minimum combined single limit of \$300,000 per occurrence.

7.2.3 Business Automobile Liability: owned, hired, and non-owned vehicles at a minimum combined single limit of \$300,000 per occurrence.

7.2.4 Professional Liability Insurance: providing coverage for negligent acts, errors, or omissions committed by CONSULTANT with a limit of \$1,000,000 per claim/annual aggregate. This insurance shall extend coverage to loss of interest, earning, profit, use, and business interruption, cost of replacement power, and other special, indirect, and consequential damages.

7.3 CONSULTANT's insurance coverage shall be primary.

7.4 All required insurance policies shall be placed with insurers licensed to do business in Florida and with a Best's rating of A-VII or better.

7.5 The insurance policies procured shall be occurrence forms, not claims made policies with the exception of professional liability.

7.6 A certificate of insurance shall be provided to the County's Risk Manager for review and approval, ten (10) days prior to commencement of any work under this Agreement. The COUNTY shall be named as an additional insured on all policies except workers' compensation and professional liability.

7.7 The insurance companies selected shall send written verification to the County Risk Manager that they will provide 30 days prior written notice to the County Risk Manager of its intent to cancel or modify any required policies of insurance.

7.8 CONSULTANT shall include all sub-consultants as insured under its policies or shall furnish separate certificates and endorsements for each sub consultants. All coverages for sub-consultants shall be subject to all of the requirements stated herein.

7.9 The COUNTY, by and through its Risk Manager, reserves the right periodically to review any and all policies of insurance and reasonably to adjust the limits of coverage required hereunder, from time to time throughout the term of this Agreement. In such event, the COUNTY shall provide the CONSULTANT with separate written notice of such adjusted limits and CONSULTANT shall comply within thirty (30) days of receipt thereof. The failure by CONSULTANT to provide such additional coverage shall constitute a default by CONSULTANT and shall be grounds for termination of this Agreement by the COUNTY.

7.10 The CONSULTANT shall indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement.

8. TERMINATION

8.1 This Agreement may be terminated: (a) by the COUNTY, for any reason, upon thirty (30) days' prior written notice to the CONSULTANT; or (b) by the CONSULTANT, for any reason, upon thirty (30) days' prior written notice to the COUNTY; or (c) by the mutual Agreement of the parties; or d) as may otherwise be provided below. In the event of the termination of this Agreement, any liability of one party to the other arising out of any Services rendered, or for any act or event occurring prior to the termination, shall not be terminated or released.

8.2 In the event of termination by the COUNTY, the COUNTY's sole obligation to the CONSULTANT shall be payment for those portions of satisfactorily completed work previously authorized by approved Work Order. Such payment shall be determined on the basis of the hours of work performed by the CONSULTANT, or the percentage of work complete as estimated by the CONSULTANT and agreed upon by the COUNTY up to the time of termination. In the event of such termination, the COUNTY may, without penalty or other obligation to the CONSULTANT, elect to employ other persons to perform the same or similar services.

8.3 The obligation to provide services under this Agreement may be terminated by either party upon seven (7) days prior written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party.

8.4 In the event that the CONSULTANT merges with another company, becomes a subsidiary of, or makes any other substantial change in structure, the COUNTY reserves the right to terminate this Agreement in accordance with its terms.

8.5 In the event of termination of this Agreement, the CONSULTANT agrees to surrender any and all documents prepared by the CONSULTANT for the COUNTY in connection with

this Agreement.

8.6 The COUNTY may terminate this Agreement for refusal by the CONSULTANT to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119 Florida Statutes and made or received by the CONSULTANT in conjunction with this Agreement.

8.7 The COUNTY may terminate this Agreement in whole or in part if the CONSULTANT submits a false invoice to the COUNTY.

8.8 CONSULTANT certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, CONSULTANT certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

8.8 OWNER may terminate this Contract if CONSULTANT is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

8.9 OWNER may terminate this Contract if CONSULTANT, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

9. TRUTH-IN-NEGOTIATION CERTIFICATE: CONTINGENCY FEES

9.1 Execution of this Agreement by the CONSULTANT shall act as the execution of a truth- in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the CONSULTANT's most favored customer for the same or substantially similar service. The wage rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the wage rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside CONSULTANTS. The COUNTY shall exercise its rights under this "Certificate" within one (1) year following final payment. COUNTY has the authority and right to audit CONSULTANT's records under this provision. The COUNTY does not hereby waive any other right it may have pursuant to Section 287.055, Florida Statutes, as it may be from time-to-time amended.

9.2 Pursuant to the CONSULTANTS' Competitive Negotiation Act, Section 287.055, Florida Statutes, the CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any company or

person other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage fee, gifts or any other considerations, contingent upon or resulting from the award or making of this contract. For breach of violation of this provision, the COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

10. MISCELLANEOUS PROVISIONS

10.1 Independent Contractor. It is specifically understood and acknowledged by the parties hereto that the CONSULTANT or employees or sub-consultants of the CONSULTANT are in no way to be considered employees of the COUNTY, but are independent contractors performing solely under the terms of the Agreement and not otherwise.

10.2 Merger; Modification. This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings of any nature whatsoever concerning the subject matter of the Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by the CONSULTANT and the COUNTY.

10.3 Governing Law; Venue. This Agreement, including all attachments hereto, shall be construed according to the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in Indian River County, Florida, or, in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida.

10.4 Remedies; No Waiver. All remedies provided in this Agreement shall be deemed cumulative and additional, and not in lieu or exclusive of each other or of any other remedy available to either party, at law or in equity. Each right, power and remedy of the parties provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. The failure of either party to insist upon compliance by the other party with any obligation, or exercise any remedy, does not waive the right to so in the event of a continuing or subsequent delinquency or default. A party's waiver of one or more defaults does not constitute a waiver of any other delinquency or default. If any legal action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, each party shall bear its own costs.

10.5 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

10.6 Availability of Funds. The obligations of the COUNTY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Indian River County.

10.7 No Pledge of Credit. The CONSULTANT shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

10.8 Survival. Except as otherwise expressly provided herein, each obligation in this Agreement to be performed by CONSULTANT shall survive the termination or expiration of this Agreement.

10.9 Construction. The headings of the sections of this Agreement are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such sections. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the parties or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this Agreement was negotiated and drafted at arm's-length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Agreement.

10.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy and all of which shall constitute but one and the same instrument.

10.11 Public Records Compliance

Indian River County is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- (1) Keep and maintain public records required by the County to perform the service.
- (2) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- (4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

B. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(772) 226-1424

publicrecords@ircgov.com

Indian River County Office of the County Attorney

1801 27th Street

Vero Beach, FL 32960

C. Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

Consultant:

INDIAN RIVER COUNTY
By its Board of County Commissioners

By _____

By _____
Bob Solari, Chairman

Printed Name and Title

Date Approved by BCC: _____

Date _____

Witness:

Attest: Jeffrey R. Smith, Clerk of Court
And Comptroller

By _____

By _____
Deputy Clerk

Printed Name _____

Approved:

Jason E. Brown
County Administrator

Approved as to form and legal
sufficiency:

William K. DeBraal
Deputy County Attorney

Exhibit 1 – Hourly Rates