

**INDIAN RIVER COUNTY****RENEWAL AND AMENDMENT NO. 1 TO CONTINUING CONTRACT AGREEMENT FOR CONTINUING GEOTECHNICAL ENGINEERING SERVICES**

This is the Renewal and Amendment No. 1 to the Continuing Contract Agreement for Continuing Geotechnical Engineering Services dated December 4, 2018 between Nutting Engineers, Inc. (CONSULTANT) and Indian River County, a political subdivision of the State of Florida, 1801 27<sup>th</sup> Street, Vero Beach, Florida, 32960 (COUNTY).

**WHEREAS**, the Parties entered into an Agreement dated December 4, 2018;

**WHEREAS**, Section 1 – General, Item No. 1.1 of the Agreement provides for the issuance of Purchase Orders by the COUNTY for proposed services that total less than \$15,000.00 and 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 Commissioners as authorized;

**WHEREAS**, Section 1, - General, Item 1.5 of the Agreement provides for the compensation for basic services to the CONSULTANT;

**WHEREAS**, the parties desire to amend Section 3 – Responsibilities of the Consultant to include e-Verify requirements;

**WHEREAS**, Section 4 -Term; Duration of Agreement, Item 4.1 of the Agreement provides for the Duration of the Agreement and the parties desire to renew the Agreement for one additional two-year term;

**WHEREAS**, the parties to desire to amend Section 8 – Termination to be consistent with F.S. 287.135 and;

**NOW, THEREFORE**, in consideration of the following mutual covenants and agreements Indian River County, Florida and CONSULTANT agree as follows:

1. The Continuing Contract Agreement for Geotechnical Engineering Services December 4, 2018 is amended as follows:

**Section 1 – General, Item 1.1 shall read as follows:**

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 \$35,000.00. For proposed services \$35,000.00 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 \$35,000.00. 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 a lump sum, maximus amount no-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 to each Work Order that does not conflict with the terms of this Agreement.

**Section 1 – General, Item 1.5** is hereby amended to incorporate a Revised Exhibit 1, attached to this

Renewal and Amendment 1, describing the schedule of current hourly and testing billing rates.

**Section 3 – Responsibilities of the Consultant** – add the following item:

- 3.17 Consultant is registered with and will use the Department of Homeland Security's E-Verify system ([www.e-verify.gov](http://www.e-verify.gov)) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. Consultant is also responsible for obtaining proof of E-Verify registration and compliance for all subcontractors.

**Section 4 – Term; Duration of Agreement** - The Agreement is hereby renewed for an additional two-year period beginning on December 4, 2021 and ending on December 3, 2023.

**Section 8 – Termination** – add the following item:

- 8.9 TERMINATION IN REGARDS TO F.S. 287.135: CONSULTANT certifies that it and those related entities of CONSULTANT 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 CONSULTANT 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. COUNTY 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. COUTNY 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.

Except as supplemented herein, the terms and conditions of the Continuing Contract Agreement shall remain in full force and effect. To the extent of any conflict between the terms of this Amendment and the terms of the Continuing Contract Agreement, the terms of this Amendment shall control.

This Renewal and Amendment No. 1, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida.

[THE REMAINDER OF THIS PAGE WAS LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, this Renewal and Amendment No. 1 to Agreement is executed by the authorized representatives of the parties as of the day and year first above written.

**CONSULTANT:**  
**NUTTING ENGINEERS, INC.**

**BOARD OF COUNTY COMMISSIONERS**  
**OF INDIAN RIVER COUNTY**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Peter D. O'Bryan, Chairman**

**Title:** \_\_\_\_\_

**BCC Approved Date:** \_\_\_\_\_

**Attest: Jeffrey R. Smith, Clerk of Court and Comptroller**

**By:** \_\_\_\_\_

**, Deputy Clerk**

**Approved:** \_\_\_\_\_

**Jason E. Brown, County Administrator**

**Approved as to form and legal sufficiency:** \_\_\_\_\_

**William K. DeBaal, Deputy County Attorney**