

INDIAN RIVER COUNTY

RENEWAL AND AMENDMENT NO. 1 TO CONTINUING CONTRACT AGREEMENT FOR ENVIRONMENTAL AND BIOLOGICAL SUPPORT SERVICES BETWEEN ENVIRONMENTAL SCIENCE ASSOCIATES AND INDIAN RIVER COUNTY, FLORIDA

This is the final Renewal and Amendment No. 1 to the Continuing Contract Agreement for Environmental and Biological Support Services dated October 10, 2017 and that certain Renewal of Continuing Contract Agreement for Environmental and Biological Support Services entered into as of the 10th day of October, 2019 (collectively referred to as the "Agreement"), by and between Environmental Science Associates (CONSULTANT) and Indian River County, a political subdivision of the State of Florida, 1801 27th Street, Vero Beach, Florida, 32967 (COUNTY).

WHEREAS, the Parties entered into an Agreement dated October 10, 2017 and that certain Renewal dated October 10, 2019.

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 final additional two-year term; 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 Environmental and Biological Support Services dated October 10, 2017 and that certain Renewal dated October 10, 2019 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.

Section 1 – General, Item 1.5 is hereby amended to incorporate a Revised Exhibit 1, attached to this Renewal and Amendment, describing the schedule of current hourly 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) 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 October 11, 2021 and ending on October 10, 2023.

Section 8 – Termination – add the following item:

8.8 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 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:
ENVIRONMENTAL SCIENCE
ASSOCIATES**

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

By: _____

By: _____

Joseph E. Flescher, 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**

**Environmental Science Associates (ESA)
 Fee Schedule for the period of October 10, 2021 to October 9, 2023**

**Indian River County
 IRC-1720 RFQ #2017053**

**Continuing Environmental and Biological Support Service for Civil and Environmental
 Engineering Projects on an Annual Contractual Basis for Miscellaneous Projects**

ESA Classification	Technical Classification	Minimum Rate	Maximum Rate
Senior Director	Principal Scientist/Engineer	\$ 195	\$ 206
Director	Professional Scientist/Engineer	\$ 187	\$ 206
Managing Associate	Managing Scientist/Engineer	\$ 163	\$ 182
Senior Associate	Senior Scientist/Engineer	\$ 136	\$ 162
Associate	Scientist/Engineer	\$ 92	\$ 131
Technician	Field Supervisor/Technician	\$ 73	\$ 91

Notes:

- Hourly billing rates represent the raw labor rate x an average of 3.0 labor multiplier
- Hourly billing rates are inclusive of all direct, indirect and overhead costs, and profit, and reflect the total rate to be billed to Indian River County for services under this agreement
- Scientist categories refer to natural science professionals with backgrounds in hydrology, geology, ecology and related fields.
- Engineer categories refer to engineering and design professionals with backgrounds in civil, coastal, geotechnical, and water resources.
- Sub-consultant and outside services > \$300 billed at cost.

Thomas Ries

September 22, 2021

Thomas Ries
 Vice President

Date