

Meeting Date
12-15-15



AGENDA	
Section	Consent
Item No.	II.C.2

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	PERMISSION FOR CHAIRMAN TO EXECUTE CAPITAL IMPROVEMENT PROJECT (CIP) CONTRACTS
DEPT/OFFICE:	CENTRAL SERVICES DEPARTMENT/PURCHASING SERVICES

Requested Action:

It is requested the Board authorize the Chairman to execute contracts for capital improvements projects that are approved as part of the annual budget and CIP plan and awarded through County's competitive bid process.

Summary Explanation & Background:

In a memo to the County Manager dated November 4, 2015, the Clerk of Court expressed that he does not consider approval of the annual budget and capital plan as a formal approval of CIP projects and has requested the contracts are formally approved by the County Commissioners at a Board meeting and supported by a Board Memorandum.

In accordance with Procurement Policy BCC-25, projects are publicly advertised and offers are procured through competitive solicitations such as invitation to bid, invitation to quote, request for proposals or requests for qualifications. Brevard County maintains on our website a synopsis of competitive opportunities utilizes electronic on-line services for notification and distribution of its solicitation documents. The County's solicitation information can be viewed at one of the following:

Purchasing Service synopsis – County Website: <http://www.brevardcounty.us/CentralServices/Purchasing>
Demandstar by Onvia: www.DemandStar.com/supplier

The County Attorney advises that, under Florida Law, a qualified bidder with the lowest, responsible and best bid generally has a right to be awarded a bid. Therefore, the execution and attestation of the contract documents is often a ministerial function. In view of that legal principle, it is recommended that the Chairman be granted the authority to execute contracts and that the Clerk be authorized to attest to any agreement set forth in the request for bid or request for proposal documents that has been reviewed and approved by the County Manager or his designee and approved as to form and legal content by the County Attorney's Office.

The attached list of competitive bids currently advertised in the Florida Today and let the weeks of November 5 - 26, 2015 are attached for approval. Approval of this action will eliminate repetitive Board action requesting permission for Chairman to execute CIP project contracts. And to expedite the process

Fiscal Impact FY 15/16: Minimizing administrative costs by reducing and consolidating Board actions for competitive CIP procurements and insures efficient use of available funds and the timely provision of services. Establishment of costs associated with these projects is allocated to individual agencies' funding sources.

Name: Contact: Teresa Camarata, Central Services
 Phone: x5-5492, Teresa.camarata@brevardcounty.us

Leslie. Rothering, Purchasing Services
 Phone: x5-6038, leslie.rothering@brevardcounty.us

Clerk to the Board instruction:

Exhibits Attached: Clerk Memo November 4, 2015; Purchasing Synopsis November 5- 26, 2015; Proposed revision to BCC-25, Redline and Clean copies

Contract /Agreement (If attached): Reviewed by County Attorney		Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Manager	Assistant County Manager	Frank Abbate			Department Director / Extension		
Stockton Whitten	Assistant County Manager	Venetta Valdeno			Teresa Camarata/ext.5-5492		



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

December 16, 2015

M E M O R A N D U M

TO: Stockton Whitten, County Manager

RE: Item II.C.2., Permission for Chairman to Execute the Capital Improvements Project (CIP) Contracts

The Board of County Commissioners, in regular session on December 15, 2015, authorized the Chairman to execute Contracts for Capital Improvements Projects that are approved as part of the annual budget and CIP plan awarded through the County's competitive bid process; and approved the Procurement Board Policy BCC-25. Enclosed is the fully-executed Board Policy for your action.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

~~Tammy Etheridge~~, Deputy Clerk

/ds

Encl. (1)

cc: Central Services Director
Contracts Administration
Finance
Budget



BOARD OF COUNTY COMMISSIONERS

Utility Services Department
2725 Judge Fran Jamieson Way
Building A, Room 213
Viera, Florida 32940

Inter-Office Memo

file

TO: Commissioner Jim Barfield, Chairman

FROM: James Helmer, Utility Services Director 

DATE: November 22, 2016

SUBJ: SUBJ: Execution of Utility Services CIP Construction Contract:
Lift Station V-09 Rehabilitation
Bid No. B-7-17-10

On September 27, 2016, the Brevard County Board of County Commissioners voted to approve the Capital Improvement Projects (CIP) plan as identified by Utility Services for Fiscal Year (FY) 2017. After bids were opened for the project referenced above, L7 Construction, Inc. was confirmed to be the lowest responsive and responsible, pre-qualified bidder.

Accordingly, the contractor was asked to execute the original contract documents, provide the required performance and payment bonds, and provide insurance certificates fulfilling the contract requirements. The Risk Manager was then asked to review the insurance certificates for compliance. The County Attorney, prior to bid advertisement, had been asked to approve the contract, and has now signed each original contract copy as required. The approvals of both the Risk Manager and the County Attorney are also documented on the attached copy of the Initial Contract Form.

Attached, please find five (5) original copies of the contract for the project. Prior to contract execution, this contract was approved by the County Attorney. Please execute each original where indicated. Upon completion, please return all of the originals to this Department and we will forward them to the Clerk for attestation.

If you have any questions, please notify me at 633-2091. Thank you for your assistance.

Attachments

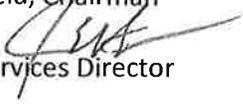


BOARD OF COUNTY COMMISSIONERS

Utility Services Department
2725 Judge Fran Jamieson Way
Building A, Room 213
Viera, Florida 32940

Inter-Office Memo

TO: Commissioner Jim Barfield, Chairman

FROM: James Helmer, Utility Services Director 

DATE: November 23, 2016

SUBJ: Execution of Utility Services CIP Construction Contract:
Lift Station V-10 Rehabilitation
Bid No. B-7-17-08



On September 27, 2016, the Brevard County Board of County Commissioners voted to approve the Capital Improvement Projects (CIP) plan as identified by Utility Services for Fiscal Year (FY) 2017. After bids were opened for the project referenced above, Hinterland Group, Inc. was confirmed to be the lowest responsive and responsible, pre-qualified bidder.

Accordingly, the contractor was asked to execute the original contract documents, provide the required performance and payment bonds, and provide insurance certificates fulfilling the contract requirements. The Risk Manager was then asked to review the insurance certificates for compliance. The County Attorney, prior to bid advertisement, had been asked to approve the contract, and has now signed each original contract copy as required. The approvals of both the Risk Manager and the County Attorney are also documented on the attached copy of the Initial Contract Form.

Attached, please find five (5) original copies of the contract for the project. Prior to contract execution, this contract was approved by the County Attorney. Please execute each original where indicated. Upon completion, please return all of the originals to this Department and we will forward them to the Clerk for attestation.

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Attachments

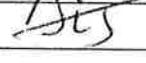
**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I - The following information must be completed on all new contracts submitted to the Board.

1. Contractor: Hinterland Group, Inc.	
2. Fund/Account #: 4153/365310	Department Name: Utility Services
4. Contract Description: Lift Station V-10 Rehabilitation	Bid No. B-7-17-08
5. Contract Monitor: Jennifer Thomas	6. Mail Stop #: 81
7. Dept./Office Director: James Helmer, Director	8. Contract Type: ZCON
ACTION DATE: 30 days from entry	ACTION REQUIREMENT: Contract Execution

SECTION II - The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<u>X</u>	<u> </u>	<u></u>	<u>11/12/12</u>
Risk Management	<u>✓</u>	<u> </u>	<u></u>	<u>11/22/2014</u>
County Attorney	<u>X</u>	<u> </u>	<u>see attached</u>	<u>06/30/2016</u>

If any office denies approval, the package will be returned immediately to the User Agency.

SECTION III - CONTRACT MANAGEMENT DATABASE CHECKLIST

DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund and GL Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Data (No Additional renewals/extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in database (Initial Contract Form with County Attorney/Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>
Note: Insurance Certificates uploaded under collapsible/expandable <u>Monitor Bar Section</u> Change Order/Task Order uploaded under collapsible/expandable <u>Monitor Bar Section</u> Contract Renewal documents uploaded under collapsible/expandable <u>Renewal /Bar Section</u>	
NOTE: This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will return the Initial Contract Form, Executed/Attested Contract to department for contract to be entered and uploaded into the Contract Management System. See AO-29 for additional information.	

Callard, Owen

From: Yuan, Diana
Sent: Thursday, June 30, 2016 10:38 AM
To: Callard, Owen
Cc: Beaudoin, Karen
Subject: RE: Lift Station V-10 Rehabilitation project-Contract for Review

Staff has reviewed the technical specifications and this contract is approved for legal form and content.

Diana E. Yuan, Esq.
Assistant County Attorney
Brevard County Attorney's Office
2725 Judge Fran Jamieson Way, Suite 308
Viera, FL 32940
Telephone: 321/633-2090
Fax: 321/633-2096
diana.yuan@brevardcounty.us

Please note: The State of Florida has a broad public records law. Most written communications to or from county employees regarding county business are public records available upon request to the public and media. Your e-mail communications may therefore be subject to public disclosure.

From: Callard, Owen
Sent: Thursday, June 30, 2016 10:20 AM
To: Yuan, Diana
Cc: Beaudoin, Karen
Subject: RE: Lift Station V-10 Rehabilitation project-Contract for Review

Diana,

I have attached the modified Section 00500 with the language added as you shown in red font. One of the problems that we have is that Engineering Consultants do not always use the most up to date versions of our Division 0 and Division 1 documents. Therefore, Craig and I spend extra time checking the versions of the various sections. I apologize for not catching this one.

After you have reviewed the attached document for form and content, please send me an email stating that you have approved the project for form and content. This provides a record for those Departments reviewing the Contracts once the Bid is awarded.

Regards,

Owen Callard
Construction Coordinator
Brevard County Utility Services
633-2089, ext. 56727

"Under Florida Law, email addresses are Public Records. If you do not want your e-mail address released in response to public record requests, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

From: Yuan, Diana
Sent: Thursday, June 30, 2016 8:19 AM
To: Callard, Owen
Cc: Beaudoin, Karen
Subject: RE: Lift Station V-10 Rehabilitation project-Contract for Review

Owen,

I recommend inserting language in Section 500, Corporate Certificate, to the effect:

"...Contract dated _____, also known as "Lift Station V-10 Rehabilitation," between Brevard County, Florida and this Corporation..."

This language ties the Corporate Certificate to the contract better than the date alone.

Best,

Diana E. Yuan, Esq.
Assistant County Attorney
Brevard County Attorney's Office
2725 Judge Fran Jamieson Way, Suite 308
Viera, FL 32940
Telephone: 321/633-2090
Fax: 321/633-2096
diana.yuan@brevardcounty.us

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From: Callard, Owen
Sent: Tuesday, June 14, 2016 3:10 PM
To: Knox, Scott L
Cc: Yuan, Diana; Beaudoin, Karen; Helmer, Jim E; Mclester, Jonathan L; Francis, Jared; Helpling, Craig L
Subject: Lift Station V-10 Rehabilitation project-Contract for Review

Mr. Knox,

I placed 53 files in the County Attorney's Office Outlook public folder, under the subfolders 'CAO Contract Review' and 'Callard'. These files make up the Division 0 and Division 1 sections of our latest CIP construction project, "LIFT STATION V-10 REHABILITATION". They have been modeled after the most recent set of approved contract sections.

All of these files have been prepared with Microsoft Word, except for one. Section 00420 includes a standard AIA document that is the same for each project, so that section was prepared as a pdf file. As required by the Purchasing Services Office, we will again produce pdf files of all of these, after your review and approval, so that electronic sets of the bid documents may be produced for distribution to prospective bidders.

Thanks for your assistance with this new contract. If you have any questions, please contact me.

Owen Callard
Construction Coordinator
Brevard County Utility Services Department
2725 Judge Fran Jamieson Way, A-213
Melbourne, FL 32940-6602
Tel: 321.633.2089 x56727

Cell: 321.243.8939

Fax: 321.633.2095

owen.callard@brevardcounty.us



PLEASE NOTE: Florida has a very broad public records law. This agency is a public entity and is subject to Chapter 119 of the Florida Statute concerning public records. Email communications are covered under such laws and may be subject to public disclosure.

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I - The following information must be completed on all new contracts submitted to the Board.

1. Contractor: L7 Construction, Inc.	
2. Fund/Account #: 4153/365310	Department Name: Utility Services
4. Contract Description: Lift Station V-09 Rehabilitation	Bid No. B-7-17-10
5. Contract Monitor: Jennifer Thomas	6. Mail Stop #: 81
7. Dept./Office Director: James Helmer, Director	8. Contract Type: ZCON
ACTION DATE: 30 days from entry	ACTION REQUIREMENT: Contract Execution

SECTION II - The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	X	_____		11/8/16
Risk Management	✓	_____		11/8/16
County Attorney	X	_____	see attached	08/02/2016

If any office denies approval, the package will be returned immediately to the User Agency.

SECTION III - CONTRACT MANAGEMENT DATABASE CHECKLIST

<u>DATABASE REQUIRED FIELDS</u>	<u>Complete</u> ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund and GL Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Data (No Additional renewals/extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in database (Initial Contract Form with County Attorney/Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>
Note: Insurance Certificates uploaded under collapsible/expandable Monitor Bar Section Change Order/Task Order uploaded under collapsible/expandable Monitor Bar Section Contract Renewal documents uploaded under collapsible/expandable Renewal /Bar Section	
NOTE: This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will return the Initial Contract Form, Executed/Attested Contract to department for contract to be entered and uploaded into the Contract Management System. See AO-29 for additional information.	

Callard, Owen

From: Yuan, Diana
Sent: Tuesday, August 02, 2016 3:37 PM
To: Callard, Owen
Cc: Beaudoin, Karen
Subject: RE: Lift Station V-09 Rehabilitation: CAO Bid Documents review

Staff having reviewed the technical specifications, this contract is approved for legal form and content.

Diana E. Yuan, Esq.
Assistant County Attorney
Brevard County Attorney's Office
2725 Judge Fran Jamieson Way, Suite 308
Viera, FL 32940
Telephone: 321/633-2090
Fax: 321/633-2096
diana.yuan@brevardcounty.us

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From: Callard, Owen
Sent: Tuesday, August 02, 2016 3:35 PM
To: Yuan, Diana
Cc: Beaudoin, Karen
Subject: RE: Lift Station V-09 Rehabilitation: CAO Bid Documents review

Diana,

I corrected the bid title to read "Lift Station V-09 Rehabilitation" within Section 00020. I uploaded this document to the 'Callard' folder under 'CAO Contract Review' for your review and approval.

Thanks,

Owen Callard
Construction Coordinator
Brevard County Utility Services
633-2089, ext. 56727

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From: Yuan, Diana
Sent: Tuesday, August 02, 2016 3:29 PM
To: Callard, Owen
Cc: Beaudoin, Karen
Subject: RE: Lift Station V-09 Rehabilitation: CAO Bid Documents review

Owen,

Section 00020 Invitation to Bid has the bid title as "Lift Station V-10 Rehabilitation" instead of V-09. I will send another email confirming approval after you upload the corrected document.

Best,

Diana E. Yuan, Esq.
Assistant County Attorney
Brevard County Attorney's Office
2725 Judge Fran Jamieson Way, Suite 308
Viera, FL 32940
Telephone: 321/633-2090
Fax: 321/633-2096
diana.yuan@brevardcounty.us

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From: Callard, Owen
Sent: Monday, July 25, 2016 9:50 AM
To: Beaudoin, Karen
Cc: Yuan, Diana
Subject: RE: Lift Station V-09 Rehabilitation: CAO Bid Documents review

Karen,

Thanks for the update. I will check back with you next week.

Owen Callard
Construction Coordinator
Brevard County Utility Services
633-2089, ext. 56727

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From: Beaudoin, Karen
Sent: Monday, July 25, 2016 9:48 AM
To: Callard, Owen
Cc: Yuan, Diana
Subject: RE: Lift Station V-09 Rehabilitation: CAO Bid Documents review

Owen

Diana is out of the office this week on emergency leave this week and will return on 8/1/16. I apologize for the delay. Thank you.

Karen Beaudoin, FRP
Litigation Support Specialist
Brevard County Attorney's Office
2725 Judge Fran Jamieson Way, Suite 308
Viera, FL 32940
P: 321-633-2090, ext 52836

F: 321-633-2096

karen.beaudoin@brevardcounty.us



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From: Callard, Owen
Sent: Monday, July 25, 2016 9:00 AM
To: Beaudoin, Karen; Yuan, Diana
Cc: Helping, Craig L
Subject: Lift Station V-09 Rehabilitation: CAO Bid Documents review

Karen,

On July 15, 2016, I placed 53 files in the County Attorney's Office Outlook public folder, under the subfolders 'CAO Contract Review' and 'Callard'. What is the status of the Lift Station V-09 Rehabilitation Division 0 and Division 1 document review?

Thank you,

Owen Callard
Construction Coordinator
Brevard County Utility Services Department
2725 Judge Fran Jamieson Way, A-213
Melbourne, FL 32940-6602
Tel: 321.633.2089 x56727
Cell: 321.243.8939
Fax: 321.633.2095
owen.callard@brevardcounty.us



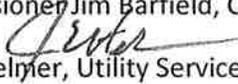
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BOARD OF COUNTY COMMISSIONERS

Utility Services Department
2725 Judge Fran Jamieson Way
Building A, Room 213
Viera, Florida 32940

Inter-Office Memo

TO: Commissioner Jim Barfield, Chairman
FROM:  James Helmer, Utility Services Director
DATE: February 15, 2016
SUBJ: Execution of Utility Services CIP Construction Contract:
Lift Station C-16 Rehabilitation - Bid No. B-4-16-25

On December 15, 2015, the Brevard County Board of County Commissioners, pursuant to Board Policy BCC-28, voted to allow staff to award future construction contracts to the apparent low bidder for future Capital Improvement Projects (CIP) as identified by Utility Services for Fiscal Year (FY) 2016. After bids were opened for the project referenced above, Hinterland Group, Inc. was confirmed to be the lowest responsive and responsible, pre-qualified bidder.

Accordingly, the contractor was asked to execute the original contract documents, provide the required performance and payment bonds, and provide insurance certificates fulfilling the contract requirements. The Risk Manager was then asked to review the insurance certificates for compliance. The County Attorney, prior to bid advertisement, had been asked to approve the contract, and has now signed each original contract copy as required. The approvals of both the Risk Manager and the County Attorney are also documented on the attached copy of the Initial Contract Form.

Attached, please find five (5) original copies of the contract for the project. Prior to contract execution, this contract was approved by the County Attorney. Please execute each original where indicated. Upon completion, please return all of the originals to this Department and we will forward them to the Clerk for attestation.

If you have any questions, please notify me at 633-2091.

Thank you for your assistance.

Attachments



BOARD OF COUNTY COMMISSIONERS

Utility Services Department
2725 Judge Fran Jamieson Way
Building A, Room 213
Viera, Florida 32940

Inter-Office Memo

file

TO: Commissioner Jim Barfield, Chairman
FROM: James Helmer, Utility Services Director
DATE: November 22, 2016
SUBJ: Execution of Utility Services CIP Construction Contract:
Lift Station T-25 Rehabilitation
Bid No. B-7-17-11

On September 27, 2016, the Brevard County Board of County Commissioners voted to approve the Capital Improvement Projects (CIP) plan as identified by Utility Services for Fiscal Year (FY) 2017. After bids were opened for the project referenced above, L7 Construction, Inc. was confirmed to be the lowest responsive and responsible, pre-qualified bidder.

Accordingly, the contractor was asked to execute the original contract documents, provide the required performance and payment bonds, and provide insurance certificates fulfilling the contract requirements. The Risk Manager was then asked to review the insurance certificates for compliance. The County Attorney, prior to bid advertisement, had been asked to approve the contract, and has now signed each original contract copy as required. The approvals of both the Risk Manager and the County Attorney are also documented on the attached copy of the Initial Contract Form.

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Attachments

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I - The following information must be completed on all new contracts submitted to the Board.

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2. Fund/Account #: 4153/365320	Department Name: Utility Services
4. Contract Description: Lift Station T-25 Rehabilitation	Bid No. B-7-17-11
5. Contract Monitor: Jennifer Thomas	6. Mail Stop #: 81
7. Dept./Office Director: James Helmer, Director	8. Contract Type: ZCON
ACTION DATE: 30 days from entry	ACTION REQUIREMENT: Contract Execution

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<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<u>X</u>	_____	<u>JTH</u>	<u>11/17/16</u>
Risk Management	<u>✓</u>	_____	<u>[Signature]</u>	<u>11/17/16</u>
County Attorney	<u>X</u>	_____	see attached	<u>8/24/2016</u>

If any office denies approval, the package will be returned immediately to the User Agency.

SECTION III - CONTRACT MANAGEMENT DATABASE CHECKLIST

DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund and GL Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Data (No Additional renewals/extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in database (Initial Contract Form with County Attorney/Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>
Note: Insurance Certificates uploaded under collapsible/expandable <u>Monitor Bar Section</u> Change Order/Task Order uploaded under collapsible/expandable <u>Monitor Bar Section</u> Contract Renewal documents uploaded under collapsible/expandable <u>Renewal /Bar Section</u>	

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Callard, Owen

From: Yuan, Diana
Sent: Wednesday, August 24, 2016 8:32 AM
To: Helpling, Craig L
Cc: Callard, Owen; Beaudoin, Karen
Subject: RE: Lift Station T-25 Replacement - Contract for Review

Staff having reviewed the technical specifications, this contract is approved for legal form and content.

Diana E. Yuan, Esq.
Assistant County Attorney
Brevard County Attorney's Office
2725 Judge Fran Jamieson Way, Suite 308
Viera, FL 32940
Telephone: 321/633-2090
Fax: 321/633-2096
diana.yuan@brevardcounty.us

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From: Helpling, Craig L
Sent: Wednesday, August 10, 2016 8:40 AM
To: Yuan, Diana
Cc: Callard, Owen
Subject: Lift Station T-25 Replacement - Contract for Review

Diana;

This morning I placed 53 files in the County Attorney's Office Outlook public folder, under the subfolders 'CAO Contract Review' and 'Helpling'. These files make up the front end sections of a new Utility Services Department CIP project, Lift Station T-25 Replacement, and have been based upon the most recent set of contract sections you approved. (Please note the former one was for Lift Station T-16, but this is another new project.) As required by Board policy, this contract is now ready for your review and approval.

As usual, all but one of these files have been prepared with Microsoft Word. As encouraged by the Purchasing Services Office, our intent is to produce pdf files of all of these, after review and approval, so that electronic sets of the bid documents may be produced for distribution to prospective bidders.

Thanks for your assistance with this new contract. If you have any questions, please contact me.

Craig Helpling
Project Manager
Brevard County Utility Services

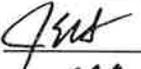
**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I - The following information must be completed on all new contracts submitted to the Board.

1. Contractor: Hinterland Group, Inc.	
2. Fund/Account #: 4153/365310	Department Name: Utility Services
4. Contract Description: Lift Station M-08 Replacement	Bid No. B-7-17-13
5. Contract Monitor: Jennifer Thomas	6. Mail Stop #: 81
7. Dept./Office Director: James Helmer, Director	8. Contract Type: ZCON
ACTION DATE: 30 days from entry	ACTION REQUIREMENT: Contract Execution

SECTION II - The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	X	_____		12/8/16
Risk Management		_____		12/8/16
County Attorney	X	_____	see attached	08/16/2016

If any office denies approval, the package will be returned immediately to the User Agency.

SECTION III - CONTRACT MANAGEMENT DATABASE CHECKLIST

DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund and GL Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Data (No Additional renewals/extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in database (Initial Contract Form with County Attorney/Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>
Note: Insurance Certificates uploaded under collapsible/expandable <u>Monitor Bar Section</u> Change Order/Task Order uploaded under collapsible/expandable <u>Monitor Bar Section</u> Contract Renewal documents uploaded under collapsible/expandable <u>Renewal /Bar Section</u>	

NOTE: This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will return the Initial Contract Form, Executed/Attested Contract to department for contract to be entered and uploaded into the Contract Management System. See AO-29 for additional information.

Callard, Owen

From: Yuan, Diana
Sent: Tuesday, August 16, 2016 11:11 AM
To: Callard, Owen; Beaudoin, Karen
Cc: Helpling, Craig L
Subject: RE: Lift Station M-08 Replacement: CAO Bid Documents review status

Staff having reviewed the technical specifications, this contract is approved for legal form and content.

Diana E. Yuan, Esq.
Assistant County Attorney
Brevard County Attorney's Office
2725 Judge Fran Jamieson Way, Suite 308
Viera, FL 32940
Telephone: 321/633-2090
Fax: 321/633-2096
diana.yuan@brevardcounty.us

Please note: The State of Florida has a broad public records law. Most written communications to or from county employees regarding county business are public records available upon request to the public and media. Your e-mail communications may therefore be subject to public disclosure.

From: Callard, Owen
Sent: Monday, August 15, 2016 1:00 PM
To: Yuan, Diana; Beaudoin, Karen
Cc: Helpling, Craig L
Subject: Lift Station M-08 Replacement: CAO Bid Documents review status

Karen,

On August 3, 2016, I placed 52 files in the County Attorney's Office Outlook public folder, under the subfolders 'CAO Contract Review' and 'Callard'. What is the status of the Lift Station M-08 Replacement Division 0 and Division 1 document review?

Thank you,

Owen Callard
Construction Coordinator
Brevard County Utility Services Department
2725 Judge Fran Jamieson Way, A-213
Melbourne, FL 32940-6602
Tel: 321.633.2089 x56727
Cell: 321.243.8939
Fax: 321.633.2095
owen.callard@brevardcounty.us



PLEASE NOTE: Florida has a very broad public records law. This agency is a public entity and is subject to Chapter 119 of the Florida Statute concerning public records. Email communications are covered under such laws and may be subject to public disclosure.



BOARD OF COUNTY COMMISSIONERS

Utility Services Department
2725 Judge Fran Jamieson Way
Building A, Room 213
Viera, Florida 32940

Inter-Office Memo

TO: Commissioner Curt Smith, Chairman

FROM: James Helmer, Utility Services Director 

DATE: December 9, 2016

SUBJ: Execution of Utility Services CIP Construction Contract:
Lift Station M-08 Replacement
Bid No. B-7-17-13

On September 27, 2016, the Brevard County Board of County Commissioners voted to approve the Capital Improvement Projects (CIP) plan as identified by Utility Services for Fiscal Year (FY) 2017. After bids were opened for the project referenced above, Hinterland Group, Inc. was confirmed to be the lowest responsive and responsible, pre-qualified bidder.

Accordingly, the contractor was asked to execute the original contract documents, provide the required performance and payment bonds, and provide insurance certificates fulfilling the contract requirements. The Risk Manager was then asked to review the insurance certificates for compliance. The County Attorney, prior to bid advertisement, had been asked to approve the contract, and has now signed each original contract copy as required. The approvals of both the Risk Manager and the County Attorney are also documented on the attached copy of the Initial Contract Form.

Attached, please find five (5) original copies of the contract for the project. Prior to contract execution, this contract was approved by the County Attorney. Please execute each original where indicated. Upon completion, please return all of the originals to this Department and we will forward them to the Clerk for attestation.

If you have any questions, please notify me at 633-2091. Thank you for your assistance.

Attachments

POLICY

TITLE: PROCUREMENT

NUMBER: BCC-25
AMENDS: May 26, 2015
APPROVED: December 15, 2015
ORIGINATOR: Purchasing Services
REVIEW: December 15, 2018

I. OBJECTIVE

To specify Board directives for procurement activities. The intent of this policy is to clearly identify the authority levels for approval, award and payment and provide accountability for procurements.

II. DEFINITIONS AND REFERENCES

- A. **Bid:** A formal written and sealed response to a formal advertisement for specified requirements of \$50,000 or above in value. (R)
- B. **Open/Framework Purchase Order:** A purchase order under which a vendor agrees to provide goods or services to a purchaser on a demand or as needed basis; the purchase order generally establishes a maximum dollar limit, prices, terms, conditions, and the period covered, with no specified quantities; shipments are to be made as required by the purchaser. An open-end purchase order may be used as a release and encumbrance document to authorize an agency to order any predetermined amount from an open-end contract on an as-needed basis.
- C. **Capital Outlay Item:** Equipment with a value in excess of \$1000 and an expected life of more than one year such as automobiles, furniture, and computer equipment valued in excess of \$750. (R)
- D. **Change Order:** A written instrument issued on or after the effective date of the formal written contract or purchase order, which when duly executed by the County and contractor amends the contract documents to provide for changes in the work or in the provisions of the contract documents, or changes in contract price or contract time, or any combination thereof.
- E. **Competitive Negotiated Agreement:** Established price or schedule of prices based primarily on evaluation of performance, level of service and price by Committee review.
- F. **Consultant Agreements:** Professional services agreements governed by F.S. 287.055, "Consultants' Competitive Negotiation Act" and BCC-26, Acquisition of Consultant Professional Services.
- G. **Direct Payment Voucher System:** Accounts Payable Fast Entry system, which provides for prepayment of miscellaneous and minor expenses when a purchase order is not issued and vendor will not accept purchasing card.
- H. **Designees:** When used in this Policy, any title such as Board of County Commissioners, County Manager, or Department Director, is presumed to include that person's official designee as if the Policy read "Board of County Commissioners or designee." (R)
- I. **Contract:** Contract means all types of binding agreements, regardless of what they may be called, for the

procurement or disposal of supplies, services or construction.

- J. **Formal Quote:** A formal written and sealed response to a formal announcement for specified requirements of \$15,000 and less than \$50,000 in value. (R)
- K. **Lease:** A written contract by which one party (lessor) gives to another (lessee) the usage of tangible personal or real property for a specified time and for fixed payments. Under a straight lease, there is no accumulation of equity and no provision for the buyout of the leased property.
- L. **Lease Purchase:** A lease contract with terms providing for the option to transfer title during or at the end of the lease term.
- M. **Purchasing Card:** An accounts payable mechanism, which utilizes credit card infrastructure for the purchase of goods and/or services.
- N. **Proposal:** A formal written and sealed response to a solicitation (RFP) for a good and/or service for which the scope of work, specifications or contractual terms and conditions cannot reasonably be closely defined evaluation of a proposal may be based on prior established criteria wherein the RFP shall state the relative importance of price and other evaluation factors and/or criteria.
- O. **Purchase Order:** The County's document used to authorize a purchase transaction with a vendor, generally used for one-time purchases, which contains provisions for goods and/or services ordered, applicable terms as to payment, discounts, date or performance, transportation and other factors or conditions relating to the transaction. Acceptance of a purchase order by a vendor shall constitute a contract, except in instances in which a purchase order is used only as an internal encumbrance document.
- P. **Qualified Bidder or Proposer:** The best bidder or proposer who has the capability in all respects to fully perform the bid or RFP requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the bidder or proposer or its subcontractors' past performance for the Board, and any other information required by Board policies and Administrative Orders.
- Q. **Informal Quote:** Any telephonic, written or verbal offer by a vendor to furnish the County specific goods and/or services at a stated price, quantity, quality, and delivery timeframe up to \$15,000 in value. Telephonic or verbal quotes may be utilized for items less than \$1,000.00 in value. All informal quotes of \$1,000.00 up to \$15,000.00 shall be obtained in writing. All quotations shall be documented and retained by the user department/agency and referenced on all purchase requisitions.
- R. **Equipment Rental:** An agreement for temporary lease of equipment where total payments over the term of the agreement are \$5,000 or less and the term of the agreement is one year or less. There is no accumulation of equity and no provision for the buyout of the leased equipment.
- S. **Responsive Bidder or Proposer:** A bidder or proposer who has submitted a bid or proposal which conforms in all respects to the requirements of the bid package or request for proposal, including, but not limited to, submission of the bid or proposal on required forms with all required information, signatures, and notarizations at the place and time specified.
- T. **Service/Maintenance Agreements:** Contractual documents detailing specifications under which the vendor will provide maintenance/service to equipment in the possession of the County.
- U. **Sole Source/Proprietary Purchase:** Only known existing source for those procurements which meets the needs of the user department as determined by a reasonably thorough analysis of the marketplace. These purchases may include commodities and services affected by territorial distributorships, original equipment manufacturers and components; requirements to maintain a degree of continuity to the original or existing decor, equipment, or programs, and where an attempt to bid/quote could result in operational or functional inconsistency, or excessive delay.

- A. All requests for goods and/or services, and all purchases shall be for a public purpose and in accordance with this policy unless otherwise exempt under this policy.
- B. Materials or services shall be purchased by multiple-source competitive practices when available. Cooperative bidding, to include purchasing from State, and/or other authorized joint purchase agreements shall be used to reduce administrative costs for high use, consumable items.
- C. Purchasing cards will be assigned based on agency need and will be used to replace, when possible, the use of petty cash, direct payment fast entry vouchers and open/framework purchase orders.
- D. Small purchases of less than \$1000 cumulative total which are not covered under a bid agreement have no mandatory quotation or bid requirements. (R)
- E. Every effort shall be made to solicit at least three (3) responsive and qualified sources for purchasing thresholds referenced in this section. The requisitioning approval authority, award authority and payment approval authority based on annual cumulative amounts shall be according to the thresholds below. Splitting of requisitions to circumvent competition required at established thresholds is not allowed.
 - 1. \$1000 and up to \$25,000: Department Head via informal quote as defined in Section II.Q or via formal quote, as defined in Section II.J, solicited by Purchasing Services.. (R)
 - 2. Up to \$100,000: County Manager with recommendation for award from the user agency and Purchasing Manager or selection committee, as appropriate, via Formal Quote/Bid/Proposal.
 - 3. \$100,000 and above: Board of County Commissioners, with recommendation for award from the County Manager, user agency and Purchasing Manager, via Bid/Proposal/Competitive Negotiated Agreement, when not previously approved by the Board.
 - 4. Capital Outlay and Capital Improvements: The Budget Office will submit a detailed list of proposed capital outlay items and equipment to be included in the annual capital budget. This list will be reviewed and approved by the Board of County Commissioners during the public hearings on the annual Budget. Board approval of the Annual Budget and Capital Improvement Plan shall also serve as approval for County agencies to advertise formal solicitation of bids and proposals; and to award to the qualified bidder having the lowest, responsible and best bid for tangible items, capital improvement projects and/or equipment when funding is available and within the scope, goals and mission of the Board approved Annual Budget and Capital Improvements Plan. Because a qualified bidder with the lowest, responsible and best bid is generally entitled to an award of bid and an award of bid has been construed to constitute an enforceable agreement, this policy also constitutes authority for the Chair to sign the agreement(s) incorporated into the Request for Bid documents or Request for Proposal, provided that agreement has been reviewed and approved by the County Manager or his designee, and approved as to form and legal content by the County Attorney's Office.
 - 5. The Board must approve the financial terms of all agreements that 1] arise out of the acceptance of a request for proposal or 2] that are negotiated in accordance with the Consultant's Competitive Negotiation Act set forth in section 287.055, Florida Statutes or any successor statute thereto.
 - 6. For the purposes of section 125.17, Florida Statutes, this policy authorizes the Clerk to the Board to attest to any agreements executed by the Chair in accordance with the procedures set forth in subparagraphs 4 and 5 above.
 - 7. Approval for award by the proper authority shall act as authorization for the Purchasing Manager to release and sign a Purchase Order for the service or commodities awarded.
- F. Advertising Requirements: An advertisement shall be published once in a newspaper of general paid circulation which is published at least five (5) days a week in the County. The advertisement shall appear at least twenty-one (21) days prior to the last day set for the day of opening. The County Manager upon recommendation by the Purchasing Manager, may shorten the twenty-one (21) day requirement to not less than seven (7) days, based on such factors as emergency need, availability of competition, amount of the

acquisition, etc. Other publications may be used in addition to this requirement to reach selected markets. When warranted, the County Manager upon recommendation by the Purchasing Manager, may authorize advertisement, regardless of the dollar amount of the acquisition, to gain additional competition that may result in lower pricing and overall cost savings to the County.

- G. Announcement Requirements: A formal announcement shall include posting of the solicitation in various publicly accessible locations and sending the announcement to all vendors who have expressed an interest in providing those goods and services requested.
- H. In addition to other requirements as may be outlined in this policy, when not previously authorized Board approval is necessary on the following:
 - 1. Waiver of or exemption from bid requirements such as permission to purchase, or permission to quote, when the dollar amount is \$100,000 or above.
 - 2. Awards when the staff recommendation is protested by vendor(s) with standing to protest.
 - 3. Sole or proprietary source, GSA Information Technology Contracts, State Contract or other cooperative agreement procurements, as recommended by the County Manager, if \$100,000 or above.
 - 4. Awards involving a formal contract, if not expressly asked for in the original permission to bid, or not approved via the Capital Improvement Plan, including, but not limited to, such contracts as service or maintenance agreements, awards on proposals and competitive negotiated agreements, and rentals, where the award is \$100,000 or above and all other requirements are met. The award of the bid by the Board is sufficient for execution of the contract by the Chairman.
 - 5. Standardization, when determined to be more cost effective and in the best interest of the County, when \$100,000 or above. Standardization of materials, equipment, and/or services shall not be used as a means to circumvent the County's established competitive procurement practices.
 - 6. Rejection of all submitted bids or proposals \$100,000 or above.
- I. The County Manager may approve the above actions within his/her approval authority and below.
- J. The County Manager may approve awards involving a formal contract within his/her approval authority and below. This includes, but is not limited to, service or maintenance agreements, awards on proposals, and competitive negotiated agreements and consultant agreements. Change orders to construction contracts shall follow BCC-27, Construction Contracts.
- K. Should the lowest formal bidder or quoter prove to be non-responsive to the bid specifications or non-qualified in any manner, such as financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability, which are all necessary to insure good faith performance, the Purchasing Manager, in conjunction with the user agency recommendation, shall reject the bid or quote and award to the next lowest responsive and qualified bidder or quoter. Appropriate documentation will be maintained in the official record. Any bidder, with standing to protest such a rejection, shall be afforded the right to appear before the Board of County Commissioners, as per the protest procedures outlined in the Purchasing Manual. Formal reporting to the Board or County Manager, as applicable, of rejected bids or quotes will be made on an annual basis.
- L. Should less than three formal bids or quotes be obtained, the County Manager the Purchasing Manager and user agency shall determine the reason for lack of competition and maintain documentation in the official record. Formal reporting to the Board or the County Manager, as applicable, will be made on an annual basis.
- M. The following are exempt from formal advertised bid requirements; however, a competitive environment shall be maintained where feasible:
 - 1. Emergency purchases as approved by the Board, County Manager to correct health or safety hazards or causes interruption of essential governmental service and are deemed in the best interest of the County. Those \$100,000 or above will be reported to the Board for ratification after-the-fact
 - 2. Acquisition of land and/or space requirements (purchase, lease or rental.)
 - 3. Purchases utilizing GSA IT Technology/State/Cooperative agreements.
 - 4. Sole Source or Proprietary purchases.
 - 5. Media Materials (books and film.)

6. Service or Maintenance Agreements provided by the original equipment manufacturer (OEM), or an authorized service representative(s), if not other viable alternatives are available as determined by the Purchasing Manager and user agency. When repairs/services to existing equipment may not be available, nor provided by OEM, or authorized service representatives, such orders will be placed with a repair service center(s) as may be selected by the County based on factors such as cost, experience, service capabilities, stock inventory, personnel qualifications, locale, like-unit replacement during repair, and financial stability as evidenced by trade references, audited financial statements, etc., as determined by the Purchasing Manager and user agency. The acquisition of service/maintenance agreements shall comply with the acquisition requirements stated previously.
 7. Usage of In-County resources, such as Roadways and Landscaping services for parking lot improvements.
 8. Acquisition of vehicles and equipment via surplus auction.
 9. Property and Liability Insurance, when recommended by the Human Resources Director due to insurance market conditions, and/or when delay of obtaining coverage could increase the County's risk.
 10. The Purchase of or payment for utility services, including but not limited to water and sewer, electric, telephone, etc.
- N. Acquisition of minor audio/video media, periodicals, small book orders, subscriptions, renewal memberships (as per Policy BCC-11), stamps, arts and crafts materials, software, and small miscellaneous recreation materials, less than \$1000 in value, and approved for a public purpose, are to be processed by means of County Finance Department's "Fast Entry Invoice Direct Payment Voucher" or Purchasing Card systems as appropriate.
- O. Lease or lease purchase of tangible personal or real property is authorized, consistent with Florida Statute 125.031, upon Board approval, regardless of dollar amount. Authority is delegated to the County manager to approve and authorize equipment rentals necessary for continuation of daily operations or completion of projects with total payments of \$50,000 or less over the term of the rental agreement and the term of the rental agreement does not exceed one year. Authority is delegated to the head of the user agency to approve and authorize equipment rentals with total payments of \$5,000 or less over the term of the rental agreement. (R)
- P. The County Manager, upon recommendation from the user agency, will determine mandatory attendance at pre-solicitation conferences, using complexity of the solicitation, availability of competition and dollar amount as guidelines.
- Q. On all solicitations, the County Manager, upon recommendation by the Risk Manager, will establish insurance requirements based on exposure to loss. Specifically, Builder's Risk will not be required for:
1. Renovation projects under \$50,000 except where requested by the Risk Manager. (Renovation Projects would not include any new above ground structures.)
 2. Projects involving below ground structures except where requested by the Risk Manager based on exposure to loss.
 3. Projects under \$35,000 where the construction is for new above ground structures and where the contractor has agreed in writing to be responsible for any losses occurring during construction
- R. The County Manager shall establish procedures for the processing of procurement requests consistent with this Policy. A Purchasing Manual shall be developed to provide guidance for the completion of procurement processes necessary to ensure compliance with established policy and Administrative Orders.
- S. Contract Administration
1. All contracts shall be administered, as may be applicable, in accordance with Board Policy BCC-26, Acquisition of Consultant Professional Services; BCC-27, Construction Contracts; and Administrative Order AO-29, Contract Administration or as amended.
 2. All contract change orders, amendments, addenda and task orders shall be administered and authorized, as may be applicable, in accordance with Board Policy BCC-27, Construction Contracts; and Administrative Order AO-29, Contract Administration.

IV. RESERVATION OF AUTHORITY

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

ATTEST:



Scott Ellis, Clerk



Jim Barfield, Chairman

Brevard County, Florida

Board of County Commissioners

Approved by the Board, on December 15, 2015



BOARD OF COUNTY COMMISSIONERS

Utility Services Department
2725 Judge Fran Jamieson Way
Building A, Room 213
Viera, Florida 32940

Inter-Office Memo

TO: Commissioner Jim Barfield, Chairman

FROM: James Helmer,  Utility Services Director

DATE: November 7, 2016

SUBJ: Execution of Utility Services CIP Construction Contract:
Lift Station T-16 Replacement
Bid No. B-7-17-07

On September 27, 2016, the Brevard County Board of County Commissioners voted to approve the Capital Improvement Projects (CIP) plan as identified by Utility Services for Fiscal Year (FY) 2017. After bids were opened for the project referenced above, Prime Construction Group, Inc. was confirmed to be the lowest responsive and responsible, pre-qualified bidder.

Accordingly, the contractor was asked to execute the original contract documents, provide the required performance and payment bonds, and provide insurance certificates fulfilling the contract requirements. The Risk Manager was then asked to review the insurance certificates for compliance. The County Attorney, prior to bid advertisement, had been asked to approve the contract, and has now signed each original contract copy as required. The approvals of both the Risk Manager and the County Attorney are also documented on the attached copy of the Initial Contract Form.

Attached, please find five (5) original copies of the contract for the project. Prior to contract execution, this contract was approved by the County Attorney. Please execute each original where indicated. Upon completion, please return all of the originals to this Department and we will forward them to the Clerk for attestation.

If you have any questions, please notify me at 633-2091. Thank you for your assistance.

Attachments

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I - The following information must be completed on all new contracts submitted to the Board.

1. Contractor: Prime Construction Group, Inc.	
2. Fund/Account #: 4153/365320	Department Name: Utility Services
4. Contract Description: Lift Station T-16 Replacement	Bid No. B-7-17-07
5. Contract Monitor: Jennifer Thomas	6. Mail Stop #: 81
7. Dept./Office Director: James Helmer, Director	8. Contract Type: ZCON
ACTION DATE: 30 days from entry	ACTION REQUIREMENT: Contract Execution

SECTION II - The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	X	_____		10/28/16
Risk Management	✓	_____		11/3/2016
County Attorney	X	_____	see attached	8/8/2016

If any office denies approval, the package will be returned immediately to the User Agency.

SECTION III - CONTRACT MANAGEMENT DATABASE CHECKLIST

DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund and GL Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Data (No Additional renewals/extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in database (Initial Contract Form with County Attorney/Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>
Note: Insurance Certificates uploaded under collapsible/expandable <u>Monitor Bar Section</u> Change Order/Task Order uploaded under collapsible/expandable <u>Monitor Bar Section</u> Contract Renewal documents uploaded under collapsible/expandable <u>Renewal /Bar Section</u>	
NOTE: This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will return the Initial Contract Form, Executed/Attested Contract to department for contract to be entered and uploaded into the Contract Management System. See AO-29 for additional information.	

Callard, Owen

From: Helpling, Craig L
Sent: Thursday, October 27, 2016 4:01 PM
To: Callard, Owen
Subject: FW: Lift Station T-16 Replacement - Contract for Review

Craig Helpling

From: Yuan, Diana
Sent: Monday, August 08, 2016 8:15 AM
To: Helpling, Craig L
Cc: Beaudoin, Karen
Subject: RE: Lift Station T-16 Replacement - Contract for Review

Staff having reviewed the technical specifications, this contract is approved for legal form and content.

Diana E. Yuan, Esq.
Assistant County Attorney
Brevard County Attorney's Office
2725 Judge Fran Jamieson Way, Suite 308
Viera, FL 32940
Telephone: 321/633-2090
Fax: 321/633-2096
diana.yuan@brevardcounty.us

Please note: The State of Florida has a broad public records law. Most written communications to or from county employees regarding county business are public records available upon request to the public and media. Your e-mail communications may therefore be subject to public disclosure.

From: Helpling, Craig L
Sent: Friday, July 22, 2016 8:44 AM
To: Yuan, Diana
Cc: Callard, Owen
Subject: Lift Station T-16 Replacement - Contract for Review

Diana;

This morning I placed 53 files in the County Attorney's Office Outlook public folder, under the subfolders 'CAO Contract Review' and 'Helpling'. These files make up the front end sections of a new Utility Services Department CIP project, Lift Station T-16 Replacement, and have been based upon the most recent set of contract sections you approved. As required by Board policy, this contract is now ready for your review and approval.

As usual, all but one of these files have been prepared with Microsoft Word. As encouraged by the Purchasing Services Office, our intent is to produce pdf files of all of these, after review and approval, so that electronic sets of the bid documents may be produced for distribution to prospective bidders.

Thanks for your assistance with this new contract. If you have any questions, please contact me.

Craig Helpling
Project Manager
Brevard County Utility Services



BOARD OF COUNTY COMMISSIONERS

Utility Services Department

2725 Judge Fran Jamieson Way

Building A, Room 213

Viera, Florida 32940

Inter-Office Memo

TO: Commissioner Curt Smith, Chairman

FROM: James Helmer, Utility Services Director 

DATE: December 16, 2016

SUBJ: Execution of Utility Services CIP Construction Contract:
Lift Stations S-09 and S-15 Replacement
Bid No. B-4-16-88

On September 27, 2016, the Brevard County Board of County Commissioners voted to approve the Capital Improvement Projects (CIP) plan as identified by Utility Services for Fiscal Year (FY) 2017. After bids were opened for the project referenced above, Danus Utilities, Inc. was confirmed to be the lowest responsive and responsible, pre-qualified bidder.

Accordingly, the contractor was asked to execute the original contract documents, provide the required performance and payment bonds, and provide insurance certificates fulfilling the contract requirements. The Risk Manager was then asked to review the insurance certificates for compliance. The County Attorney, prior to bid advertisement, had been asked to approve the contract, and has now signed each original contract copy as required. The approvals of both the Risk Manager and the County Attorney are also documented on the attached copy of the Initial Contract Form.

Attached, please find five (5) original copies of the contract for the project. Prior to contract execution, this contract was approved by the County Attorney. Please execute each original where indicated. Upon completion, please return all of the originals to this Department and we will forward them to the Clerk for attestation.

If you have any questions, please notify me at 633-2091. Thank you for your assistance.

Attachments



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

December 16, 2015

MEMORANDUM

TO: Stockton Whitten, County Manager

RE: Item II.C.2., Permission for Chairman to Execute the Capital Improvements Project (CIP) Contracts

The Board of County Commissioners, in regular session on December 15, 2015, authorized the Chairman to execute Contracts for Capital Improvements Projects that are approved as part of the annual budget and CIP plan awarded through the County's competitive bid process; and approved the Procurement Board Policy BCC-25. Enclosed is the fully-executed Board Policy for your action.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge

Tammy Etheridge, Deputy Clerk

/ds

Encl. (1)

cc: Central Services Director
Contracts Administration
Finance
Budget

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I - The following information must be completed on all new contracts submitted to the Board.

1. Contractor: Danus Utilities, Inc.	
2. Fund/Account #: 4157/365305	Department Name: Utility Services
4. Contract Description: Lift Stations S-09 and S-15 Replacement	Bid No. B-4-16-88
5. Contract Monitor: Jennifer Thomas	6. Mail Stop #: 81
7. Dept./Office Director: James Helmer, Director	8. Contract Type: ZCON
ACTION DATE: 30 days from entry	ACTION REQUIREMENT: Contract Execution

SECTION II - The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	X	_____	<i>JTH</i>	12/1/11
Risk Management	X*	_____	<i>JLS</i>	12/9/2016
County Attorney	X	_____	see attached	02/26/2016

If any office denies approval, the package will be returned immediately to the User Agency.

*Contingent upon receipt of COI for Builder's Risk

SECTION III - CONTRACT MANAGEMENT DATABASE CHECKLIST

DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund and GL Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Data (No Additional renewals/extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in database (Initial Contract Form with County Attorney/Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>
Note: Insurance Certificates uploaded under collapsible/expandable <u>Monitor Bar Section</u> Change Order/Task Order uploaded under collapsible/expandable <u>Monitor Bar Section</u> Contract Renewal documents uploaded under collapsible/expandable <u>Renewal /Bar Section</u>	

NOTE: This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will return the Initial Contract Form, Executed/Attested Contract to department for contract to be entered and uploaded into the Contract Management System. See AO-29 for additional information.

Callard, Owen

From: Yuan, Diana
Sent: Friday, February 26, 2016 12:38 PM
To: Callard, Owen
Cc: Cummings, Cathleen
Subject: RE: Lift Stations S-09 and S-15 Replacement-Contract for Review

Owen:

This contract is approved for legal form and content.

Diana E. Yuan, Esq.
Assistant County Attorney
Brevard County Attorney's Office
2725 Judge Fran Jamieson Way, Suite 308
Viera, FL 32940
Telephone: 321/633-2090
Fax: 321/633-2096
diana.yuan@brevardcounty.us

Please note: The State of Florida has a broad public records law. Most written communications to or from county employees regarding county business are public records available upon request to the public and media. Your e-mail communications may therefore be subject to public disclosure.

From: Callard, Owen
Sent: Tuesday, February 16, 2016 10:58 AM
To: Knox, Scott L
Cc: Yuan, Diana; Cummings, Cathleen; Helmer, Jim E; Mclester, Jonathan L; Kean, Don; Helpling, Craig L
Subject: Lift Stations S-09 and S-15 Replacement-Contract for Review

Mr. Knox,

I placed 53 files in the County Attorney's Office Outlook public folder, under the subfolders 'CAO Contract Review' and 'Callard'. These files make up the Division 0 and Division 1 sections of our latest CIP construction project, "LIFT STATIONS S-09 AND S-15 REPLACEMENT". They have been modeled after the most recent set of approved contract sections.

All of these files have been prepared with Microsoft Word, except for one. Section 00420 includes a standard AIA document that is the same for each project, so that section was prepared as a pdf file. As required by the Purchasing Services Office, we will again produce pdf files of all of these, after your review and approval, so that electronic sets of the bid documents may be produced for distribution to prospective bidders.

Thanks for your assistance with this new contract. If you have any questions, please contact me.

Owen Callard
Construction Coordinator
Brevard County Utility Services Department
2725 Judge Fran Jamieson Way, A-213
Melbourne, FL 32940-6602

Tel: 321.633.2089 x56727

Cell: 321.243.8939

Fax: 321.633.2095

owen.callard@brevardcounty.us



Utility Services

PLEASE NOTE: Florida has a very broad public records law. This agency is a public entity and is subject to Chapter 119 of the Florida Statute concerning public records. Email communications are covered under such laws and may be subject to public disclosure.

Callard, Owen

From: Jones, Julie L
Sent: Friday, December 16, 2016 11:31 AM
To: Callard, Owen
Subject: RE: Danus Utilities, Inc, Project: Lift Stations S-09 and S-15- Revised Certificate

No problems. Thanks for your patience.

I reviewed the COI – Angie did exactly what she said - COI demonstrates coverages required for this project.
You are good to go.

Julie Jones
Risk Manager
321-617-7247

From: Callard, Owen
Sent: Friday, December 16, 2016 8:24 AM
To: Jones, Julie L
Cc: Helpling, Craig L
Subject: FW: Danus Utilities, Inc, Project: Lift Stations S-09 and S-15- Revised Certificate

Julie,

I listened to your voicemail message this morning. I hope that you are recovering now after being that sick for a week. Thanks for calling Angie and discussing the Installation Floater coverage with her for this project. I have attached the COI for your review. Since you discussed the coverage limits with her, I expect that this will satisfy this aspect of the County's insurance requirements. If so, I will include a copy of the COI with the Contracts and copy of the signed ICF when I send them to the Board Chairman for signature. Your notation about "contingent upon receipt of COI for Builder's Risk" will be satisfied by attaching the copy of COI, in my estimation.

Again, thank you for your efforts as you wade through numerous emails and voicemails that accumulated while you were sick!

Thanks,

Owen

Owen Callard
Construction Coordinator
Brevard County Utility Services
633-2089, ext. 56727

"Under Florida Law, email addresses are Public Records. If you do not want your e-mail address released in response to public record requests, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

From: Angie Thompson [<mailto:Angie@catonhosey.com>]
Sent: Thursday, December 15, 2016 4:37 PM
To: Callard, Owen; Helpling, Craig L
Cc: dpardus@cfl.rr.com; Danus2@cfl.rr.com
Subject: Danus Utilities, Inc, Project: Lift Stations S-09 and S-15- Revised Certificate

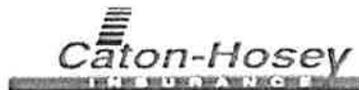
Good afternoon,
Please see the attached revised certificate adding the installation floater covering the materials.

Let me know if you have any questions or need anything additional.

Happy Holiday!

Thank you,

Angie Thompson
Commercial Lines Assistant



3731 Nova Road, Port Orange, FL 32129

PHONE: 1-386-767-3161 Ext. 327

DIRECT LINE: 386-767-3174

FAX: 386-760-1770

<https://www.facebook.com/catonhoseyinsurance>

<https://www.catonhosey.com/our-blog.html>

Note: This electronic message contains information from Caton Insurance Agency, Inc. or subsidiary companies, which may be confidential, privileged or otherwise protected from disclosure. The information is intended to be used solely by the recipient(s) named. If you are not an intended recipient, be aware that any review, disclosure, copying, distribution or use of this transmission or its contents is prohibited. If you have received this transmission in error, please notify Caton Insurance immediately at barbara@catonhosey.com.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/15/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Caton-Hosey Insurance 3731 Nova Rd. Port Orange FL 32129		CONTACT NAME: Melissa Adrian, CPSR PHONE (A/C, No, Ext): (386) 767-3161 FAX (A/C, No): (386) 760-1770 E-MAIL ADDRESS: melissa@catonhosey.com	
INSURED Danus Utilities Inc 4133 Saddle Club Dr New Smyrna Beach FL 32168-5108		INSURER(S) AFFORDING COVERAGE INSURER A: Southern Owners, A++ NAIC # 10190 INSURER B: Auto-Owners Ins Co, 18988 INSURER C: American Interstate Insurance Co, A 31895 INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1661315307 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		72122534	7/2/2016	7/2/2017	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> XCU Included						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000
OTHER:							\$
B	AUTOMOBILE LIABILITY			4806741400	7/2/2016	7/2/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			4806741402	7/2/2016	7/2/2017	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 4,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	AVWCFL2410292016	7/2/2016	7/2/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Installation Floater Covering Materials, Policy # BR09913718 Limit \$265,000. Effective 12/15/16-12/15/17
Lift Stations S-09 and S-15
Brevard County Board of County Commissioners is included as an Additional Insured for Liability Only with respects to operations of the Named Insured. Umbrella Policy is a "follow form" product, any Additional Insured named on the underlying policy retains coverage on the Umbrella policy as well. Notice of Cancellation is 30 days unless with respect to Non-Payment Cancellation which will be 10 days.

CERTIFICATE HOLDER Brevard County Board of County Commissioners 2725 Judge Fran Jamieson Way Viera, FL 32940	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE John Hosey/ATHOMP 

SECTION 00500

CONTRACT

THIS CONTRACT, made and entered into this 17th day of November, 2016 by and between the Brevard County, Florida Board of County Commissioners, a political subdivision of the State of Florida (hereinafter called the Owner), and Danus Utilities, a Florida Corporation doing business at 4133 Saddle Club Drive, New Smyrna Beach, Florida 32168 (hereinafter called the "Contractor").

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1.01 SCOPE OF THE WORK

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work shown on the Drawings and described in the Specifications entitled,

Lift Stations S-09 and S-15 Replacement

as prepared by Honeycutt & Associates, Inc., acting as, and in the Contract Documents entitled, the Engineer, and shall do everything required by this Contract and the other Contract Documents.

1.02 THE CONTRACT SUM

- A. The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, as follows:
- B. Based upon the price shown in the Contractor's Bid heretofore submitted to the Owner, which Bid is a part of these Contract Documents, the aggregate amount of this Contract is the sum of One Million Two Hundred Five Thousand Two Hundred Forty Two Dollars (\$1,205,242).

1.03 COMMENCEMENT AND COMPLETION OF WORK

- A. The Contractor shall commence work within 10 calendar days after the start of the Contract Time identified on the Notice to Proceed.
- B. The Contractor shall prosecute the Work with faithfulness and diligence and shall complete the Work no later than 210 days after the date specified in the Notice to Proceed.

1.04 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that Contractor has carefully examined the surface of the site and has made sufficient reasonable test holes, or other surface and subsurface investigations and is fully satisfied that said site is a correct and suitable one for this work and Contractor assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the Owner than against the Contractor and Contractor's Surety.
- B. Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the Owner and such decision shall be final and binding upon all parties. If the ambiguity or uncertainty could have been identified during the Bidding process, such discrepancy or inconsistency shall not serve as a claim for additional time or money.
- C. It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the Owner, or by any agent or representative as being in compliance with the terms of this Contract or with the Drawings, and Specifications covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, or the Drawings and Specifications covering said work; and that the Owner may require the Contractor and Surety to strictly comply with this Contract and the Drawings and Specifications; and that the Owner may require the Contractor and the Surety to repair, replace, restore any and all of said work and materials which within a period of two years from and after the date of the acceptance of work are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to material or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. Failure on the part of the Contractor or Contractor's Surety, immediately after Notice to either repair or replace any such defective materials and workmanship shall entitle the Owner, if the Owner sees fit, to replace or repair the same and recover the reasonable cost of such replacement or repair from the Contractor and Surety who, shall in any event be jointly and severally liable to the Owner by reason of the Contractor's breach of this Contract or Contractor's failure to comply strictly with this Contract and with the Drawings and Specifications.

1.05 LIQUIDATED DAMAGES

- A. Both parties recognize that precise actual damages for delay are impossible to determine. The parties therefore agree to fix liquidated damages for delay in the Substantial Completion of the Project, as that term is more fully defined in Section 00700 of this Contract. **As a condition precedent to the issuance of the Notice to Proceed, a written addendum setting forth a reasonable date by which the Contractor must realize Substantial Completion shall be executed by the Contractor and the Owner. The reasonable Substantial Completion date set forth in the addendum shall be determined by the Owner's Engineer after consultation with the Contractor.**

On the Substantial Completion date, or such revised Substantial Completion date of the Project as may occur because of an authorized written Change Order of contract time for Substantial Completion, all essential elements of the Project must be ready for their intended use. Therefore, the agreed upon liquidated damages for failure to substantially complete the essential elements of the Project by the Substantial Completion date shall be \$100.00 per day for each calendar day of delay in the Substantial Completion of the work, beyond the Substantial Completion date, up to but not including the date the Project is deemed substantially complete by the Owner's Engineer.

- B. The liquidated damages for delay in the completion or construction of non-essential elements of the Project after the date of Substantial Completion is fixed at \$75.00 per calendar day.
- C. Final completion must occur within 14 days after the Project is deemed substantially complete by the Owner's Engineer. The liquidated damages for delay of final completion of the Project beyond the established date are fixed at \$50.00 per calendar day.
- D. This liquidated damages clause applies only to delay claims arising out of the Contractor's failure to timely perform the work required under the Contract. Nothing in this liquidated damages provision shall be deemed to preclude the prosecution of a claim for actual damages involving defects in the work, breach of contract or any other claim for damages not involving a claim based solely on delay caused by the Contractor's untimely performance of the work.
- E. For each day that any part of the work remains uncompleted after the expiration of the time allowed for completion of the work stipulated in the Contract or as increased by an authorized written Change Order, the sum per day set forth in the applicable subparagraph A, B or C above, shall be deducted from any moneys due the Contractor, or if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the Surety, or from both. The amount of these deductions are to cover liquidated damages to the Owner incurred by additional and other expenses due to the failure of the Contractor to complete the work or any part of the work within the completion time specified in subparagraph A, B or C, whichever is applicable, and such deductions are not to be considered as penalties.

1.06 PARTIAL AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:

- A. The Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner's Engineer, pursuant to provisions of Section 219.70, Florida Statutes, Florida Prompt Payment Act, less five percent (5%) of the amount of such estimate which is to be retained by the Owner until all work has been performed strictly in accordance with this Contract and until such work has been accepted by the Owner. The Owner shall not be responsible for payment to the Contractor for delays.
- B. Upon receipt of the payment bond Surety's written consent to the release of final payment to the Contractor who has furnished and recorded a payment bond and after all guarantees that may be required in the specifications have been furnished and are found acceptable by the Owner, final payment on account of this Contract shall be made within twenty (20) days after completion by

the Contractor of all work covered by this Contract and acceptance of such work by the Owner. If the payment bond surety serves a written revocation of consent to payment or a written direction that the COUNTY withhold a specified amount from a payment, the COUNTY shall withhold from the final payment the amount specified by the payment bond Surety.

1.07 ADDITIONAL BOND

- A. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the Performance and Payment Bonds hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the Work, the Contractor shall, at Contractor's expense, and within three days after the receipt of Notice from the Owner to do so, furnish an additional bond or bonds, in such form and amount, and with such sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

1.08 CONTRACT DOCUMENTS

- A. The Contract Documents are those referenced in Section 00700 of the Contract in Article 1 entitled "Definitions", as set forth in the Instructions to Bidders, which may or may not be attached hereto, and such contract documents also include any approved and fully executed change or task orders. All of the above described contract documents are incorporated as a part of this Contract as if set forth in full herein.

IN WITNESS WHEREOF the parties hereto have executed this Contract on the dates indicated below:*

Attest:


Scott Ellis, Clerk

Board of County Commissioners of
Brevard County, Florida (Owner)

By: Curt Smith, Chairman

Date: September 27, 2016

Seal

As approved by the Board on:

September 27, 2016

Danus Utilities, Inc.
Contractor

Date: DECEMBER 29, 2016
NOVEMBER

By: DAN J PAROUS
(Printed Name)

Signature: [Signature]

Title: PRESIDENT

Reviewed for legal form and content:

[Signature]
(Assistant) County Attorney

(Seal)

(* In the event that the Contractor is a Corporation, there shall be attached to the Contract a certified copy of a resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf.

CERTIFICATE

STATE OF FLORIDA

COUNTY OF Volusia

I HEREBY CERTIFY that a meeting of the Board of Directors of DANUS UTILITIES Inc., a Corporation under the laws of the State of FLORIDA, held on DECEMBER 29, 20 16, the following resolution was duly passed and adopted:
NOVEMBER

“RESOLVED, that Dan J PARDUS, as _____ President of the Corporation, be and he is hereby authorized to execute the Contract dated November 17, 2016, also known as “Lift Stations S-09 and S-15 Replacement”, between BREVARD COUNTY, FLORIDA, and this Corporation, and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 29 day of DECEMBER, 20 16.

NOVEMBER

Alice PARDUS
Secretary

END OF SECTION

SECTION 00500

CONTRACT

THIS CONTRACT, made and entered into this 16th day of November, 2016 by and between the Brevard County, Florida Board of County Commissioners, a political subdivision of the State of Florida (hereinafter called the Owner), and Hinterland Group, Inc., a Florida Corporation doing business at 5580 State Road 524, Cocoa, Florida 32926 (hereinafter called the "Contractor").

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1.01 SCOPE OF THE WORK

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work shown on the Drawings and described in the Specifications entitled,

Lift Station M-08 Replacement

as prepared by Jones Edmunds & Associates, Inc., acting as, and in the Contract Documents entitled, the Engineer, and shall do everything required by this Contract and the other Contract Documents.

1.02 THE CONTRACT SUM

- A. The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, as follows:
- B. Based upon the price shown in the Contractor's Bid heretofore submitted to the Owner, which Bid is a part of these Contract Documents, the aggregate amount of this Contract is the sum of Three Hundred Fifty Four Thousand Dollars (\$354,000).

1.03 COMMENCEMENT AND COMPLETION OF WORK

- A. The Contractor shall commence work within 10 calendar days after the start of the Contract Time identified on the Notice to Proceed.
- B. The Contractor shall prosecute the Work with faithfulness and diligence and shall complete the Work no later than 180 days after the date specified in the Notice to Proceed.

1.04 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that Contractor has carefully examined the surface of the site and has made sufficient reasonable test holes, or other surface and subsurface investigations and is fully satisfied that said site is a correct and suitable one for this work and Contractor assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the Owner than against the Contractor and Contractor's Surety.
- B. Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the Owner and such decision shall be final and binding upon all parties. If the ambiguity or uncertainty could have been identified during the Bidding process, such discrepancy or inconsistency shall not serve as a claim for additional time or money.
- C. It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the Owner, or by any agent or representative as being in compliance with the terms of this Contract or with the Drawings, and Specifications covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, or the Drawings and Specifications covering said work; and that the Owner may require the Contractor and Surety to strictly comply with this Contract and the Drawings and Specifications; and that the Owner may require the Contractor and the Surety to repair, replace, restore any and all of said work and materials which within a period of two years from and after the date of the acceptance of work are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to material or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. Failure on the part of the Contractor or Contractor's Surety, immediately after Notice to either repair or replace any such defective materials and workmanship shall entitle the Owner, if the Owner sees fit, to replace or repair the same and recover the reasonable cost of such replacement or repair from the Contractor and Surety who, shall in any event be jointly and severally liable to the Owner by reason of the Contractor's breach of this Contract or Contractor's failure to comply strictly with this Contract and with the Drawings and Specifications.

1.05 LIQUIDATED DAMAGES

- A. Both parties recognize that precise actual damages for delay are impossible to determine. The parties therefore agree to fix liquidated damages for delay in the Substantial Completion of the Project, as that term is more fully defined in Section 00700 of this Contract. **As a condition precedent to the issuance of the Notice to Proceed, a written addendum setting forth a reasonable date by which the Contractor must realize Substantial Completion shall be executed by the Contractor and the Owner. The reasonable Substantial Completion date set forth in the addendum shall be determined by the Owner's Engineer after consultation with the Contractor.**

On the Substantial Completion date, or such revised Substantial Completion date of the Project as may occur because of an authorized written Change Order of contract time for Substantial Completion, all essential elements of the Project must be ready for their intended use. Therefore, the agreed upon liquidated damages for failure to substantially complete the essential elements of the Project by the Substantial Completion date shall be \$100.00 per day for each calendar day of delay in the Substantial Completion of the work, beyond the Substantial Completion date, up to but not including the date the Project is deemed substantially complete by the Owner's Engineer.

- B. The liquidated damages for delay in the completion or construction of non-essential elements of the Project after the date of Substantial Completion is fixed at \$75.00 per calendar day.
- C. Final completion must occur within 14 days after the Project is deemed substantially complete by the Owner's Engineer. The liquidated damages for delay of final completion of the Project beyond the established date are fixed at \$50.00 per calendar day.
- D. This liquidated damages clause applies only to delay claims arising out of the Contractor's failure to timely perform the work required under the Contract. Nothing in this liquidated damages provision shall be deemed to preclude the prosecution of a claim for actual damages involving defects in the work, breach of contract or any other claim for damages not involving a claim based solely on delay caused by the Contractor's untimely performance of the work.
- E. For each day that any part of the work remains uncompleted after the expiration of the time allowed for completion of the work stipulated in the Contract or as increased by an authorized written Change Order, the sum per day set forth in the applicable subparagraph A, B or C above, shall be deducted from any moneys due the Contractor, or if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the Surety, or from both. The amount of these deductions are to cover liquidated damages to the Owner incurred by additional and other expenses due to the failure of the Contractor to complete the work or any part of the work within the completion time specified in subparagraph A, B or C, whichever is applicable, and such deductions are not to be considered as penalties.

1.06 PARTIAL AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:

- A. The Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner's Engineer, pursuant to provisions of Section 219.70, Florida Statutes, Florida Prompt Payment Act, less five percent (5%) of the amount of such estimate which is to be retained by the Owner until all work has been performed strictly in accordance with this Contract and until such work has been accepted by the Owner. The Owner shall not be responsible for payment to the Contractor for delays.
- B. Upon receipt of the payment bond Surety's written consent to the release of final payment to the Contractor who has furnished and recorded a payment bond and after all guarantees that may be required in the specifications have been furnished and are found acceptable by the Owner, final payment on account of this Contract shall be made within twenty (20) days after completion by

the Contractor of all work covered by this Contract and acceptance of such work by the Owner. If the payment bond surety serves a written revocation of consent to payment or a written direction that the COUNTY withhold a specified amount from a payment, the COUNTY shall withhold from the final payment the amount specified by the payment bond Surety.

1.07 ADDITIONAL BOND

- A. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the Performance and Payment Bonds hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the Work, the Contractor shall, at Contractor's expense, and within three days after the receipt of Notice from the Owner to do so, furnish an additional bond or bonds, in such form and amount, and with such sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

1.08 CONTRACT DOCUMENTS

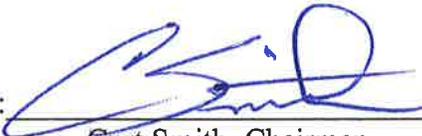
- A. The Contract Documents are those referenced in Section 00700 of the Contract in Article 1 entitled "Definitions", as set forth in the Instructions to Bidders, which may or may not be attached hereto, and such contract documents also include any approved and fully executed change or task orders. All of the above described contract documents are incorporated as a part of this Contract as if set forth in full herein.

IN WITNESS WHEREOF the parties hereto have executed this Contract on the dates indicated below:*

Attest:


Scott Ellis
Scott Ellis, Clerk

Board of County Commissioners of
Brevard County, Florida (Owner)

By: 
Curt Smith, Chairman

Date: 12/14/16

Seal

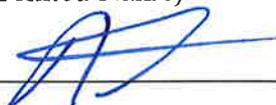
As approved by the Board on:

September 27, 2016

Hinterland Group, Inc.
Contractor

Date: 11/16/2016

By: Daniel Duke III
(Printed Name)

Signature: 

Title: President

Reviewed for legal form and content:


(Assistant) County Attorney

(Seal)

(* In the event that the Contractor is a Corporation, there shall be attached to the Contract a certified copy of a resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf.

CERTIFICATE

STATE OF FLORIDA

COUNTY OF Brevard

I HEREBY CERTIFY that a meeting of the Board of Directors of Hinterland Group, Inc. Corporation under the laws of the State of Florida, held on November 16, 2016, the following resolution was duly passed and adopted:

“RESOLVED, that Daniel Duke III, as _____ President of the Corporation, be and he is hereby authorized to execute the Contract dated November 16, 2016, also known as “Lift Station M-08 Replacement”, between BREVARD COUNTY, FLORIDA, and this Corporation, and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 16 day of November, 2016.



Secretary

END OF SECTION

SECTION 00500

RECEIVED

CONTRACT

JAN 19 2016

UTILITY SERVICES

THIS CONTRACT, by and between the Brevard County, Florida Board of County Commissioners, a political subdivision of the State of Florida (hereinafter called the Owner), and Hinterland Group, Inc., a Florida corporation doing business at 5580 State Road 524, Cocoa, Florida 32926 (hereinafter called the "Contractor").

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1.01 SCOPE OF THE WORK

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work shown on the Drawings and described in the Specifications entitled,

Lift Station C-16 Rehabilitation

as prepared by Infrastructure Solution Services, acting as, and in the Contract Documents entitled, the Engineer, and shall do everything required by this Contract and the other Contract Documents.

1.02 THE CONTRACT SUM

- A. The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, as follows:
- B. Based upon the price shown in the Contractor's Bid heretofore submitted to the Owner, which Bid is a part of these Contract Documents, the aggregate amount of this Contract is the sum of Two Hundred Seven Thousand Eight Hundred Dollars (\$207,800).

1.03 COMMENCEMENT AND COMPLETION OF WORK

- A. The Contractor shall commence work within 10 calendar days after the start of the Contract Time identified on the Notice to Proceed.
- B. The Contractor shall prosecute the Work with faithfulness and diligence and shall complete the Work no later than 150 days after the date specified in the Notice to Proceed.

1.04 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that Contractor has carefully examined the surface of the site and has made sufficient reasonable test holes, or other surface and subsurface investigations and is fully satisfied that said site is a correct and suitable one for this work and Contractor assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the Owner than against the Contractor and Contractor's Surety.
- B. Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the Owner and such decision shall be final and binding upon all parties. If the ambiguity or uncertainty could have been identified during the Bidding process, such discrepancy or inconsistency shall not serve as a claim for additional time or money.
- C. It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the Owner, or by any agent or representative as being in compliance with the terms of this Contract or with the Drawings, and Specifications covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, or the Drawings and Specifications covering said work; and that the Owner may require the Contractor and Surety to strictly comply with this Contract and the Drawings and Specifications; and that the Owner may require the Contractor and the Surety to repair, replace, restore any and all of said work and materials which within a period of two years from and after the date of the acceptance of work are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to material or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. Failure on the part of the Contractor or Contractor's Surety, immediately after Notice to either repair or replace any such defective materials and workmanship shall entitle the Owner, if the Owner sees fit, to replace or repair the same and recover the reasonable cost of such replacement or repair from the Contractor and Surety who, shall in any event be jointly and severally liable to the Owner by reason of the Contractor's breach of this Contract or Contractor's failure to comply strictly with this Contract and with the Drawings and Specifications.

1.05 LIQUIDATED DAMAGES

- A. Both parties recognize that precise actual damages for delay are impossible to determine. The parties therefore agree to fix liquidated damages for delay in the Substantial Completion of the Project, as that term is more fully defined in Section 00700 of this Contract. **As a condition precedent to the issuance of the Notice to Proceed, a written addendum setting forth a reasonable date by which the Contractor must realize Substantial Completion shall be executed by the Contractor and the Owner. The reasonable Substantial Completion date set forth in the addendum shall be determined by the Owner's Engineer after consultation with the Contractor.**

On the Substantial Completion date, or such revised Substantial Completion date of the Project as may occur because of an authorized written Change Order of contract time for Substantial Completion, all essential elements of the Project must be ready for their intended use. Therefore, the agreed upon liquidated damages for failure to substantially complete the essential elements of the Project by the Substantial Completion date shall be \$100.00 per day for each calendar day of delay in the Substantial Completion of the work, beyond the Substantial Completion date, up to but not including the date the Project is deemed substantially complete by the Owner's Engineer.

- B. The liquidated damages for delay in the completion or construction of non-essential elements of the Project after the date of Substantial Completion is fixed at \$75.00 per calendar day.
- C. Final completion must occur within 14 days after the Project is deemed substantially complete by the Owner's Engineer. The liquidated damages for delay of final completion of the Project beyond the established date are fixed at \$50.00 per calendar day.
- D. This liquidated damages clause applies only to delay claims arising out of the Contractor's failure to timely perform the work required under the Contract. Nothing in this liquidated damages provision shall be deemed to preclude the prosecution of a claim for actual damages involving defects in the work, breach of contract or any other claim for damages not involving a claim based solely on delay caused by the Contractor's untimely performance of the work.
- E. For each day that any part of the work remains uncompleted after the expiration of the time allowed for completion of the work stipulated in the Contract or as increased by an authorized written Change Order, the sum per day set forth in the applicable subparagraph A, B or C above, shall be deducted from any moneys due the Contractor, or if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the Surety, or from both. The amount of these deductions are to cover liquidated damages to the Owner incurred by additional and other expenses due to the failure of the Contractor to complete the work or any part of the work within the completion time specified in subparagraph A, B or C, whichever is applicable, and such deductions are not to be considered as penalties.

1.06 PARTIAL AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:

- A. The Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner's Engineer, pursuant to provisions of Section 219.70, Florida Statutes, Florida Prompt Payment Act, less five percent (5%) of the amount of such estimate which is to be retained by the Owner until all work has been performed strictly in accordance with this Contract and until such work has been accepted by the Owner. The Owner shall not be responsible for payment to the Contractor for delays.
- B. Upon receipt of the payment bond Surety's written consent to the release of final payment to the Contractor who has furnished and recorded a payment bond and after all guarantees that may be required in the specifications have been furnished and are found acceptable by the Owner, final payment on account of this Contract shall be made within twenty (20) days after completion by

the Contractor of all work covered by this Contract and acceptance of such work by the Owner. If the payment bond surety serves a written revocation of consent to payment or a written direction that the COUNTY withhold a specified amount from a payment, the COUNTY shall withhold from the final payment the amount specified by the payment bond Surety.

1.07 ADDITIONAL BOND

- A. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the Performance and Payment Bonds hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the Work, the Contractor shall, at Contractor's expense, and within three days after the receipt of Notice from the Owner to do so, furnish an additional bond or bonds, in such form and amount, and with such sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

1.08 CONTRACT DOCUMENTS

- A. The Contract Documents are those referenced in Section 00700 of the Contract in Article 1 entitled "Definitions", as set forth in the Instructions to Bidders, which may or may not be attached hereto, and such contract documents also include any approved and fully executed change or task orders. All of the above described contract documents are incorporated as a part of this Contract as if set forth in full herein.

IN WITNESS WHEREOF the parties hereto have executed this Contract on the dates indicated below:*

Attest:



Scott Ellis, Clerk

Board of County Commissioners of
Brevard County, Florida (Owner)

By: 

Jim Barfield, Chairman

Date: _____

Seal

As approved by the Board on:

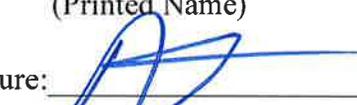
November 2, 2015

Hinterland Group, Inc.
Contractor

Date: 11/2/2016

By: Daniel Duke

(Printed Name)

Signature: 

Title: President

Reviewed for legal form and content:



(Assistant) County Attorney

(Seal)

(* In the event that the Contractor is a Corporation, there shall be attached to the Contract a certified copy of a resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf.

CERTIFICATE

STATE OF FLORIDA

COUNTY OF Brevard

I HEREBY CERTIFY that a meeting of the Board of Directors of Hinterland Group, Inc. Corporation under the laws of the State of Florida, held on November 2, 2015 the following resolution was duly passed and adopted:

“RESOLVED, that Daniel Dukett III, as _____ President of the Corporation, be and he is hereby authorized to execute the Contract dated November 2, 2015, between BREVARD COUNTY, FLORIDA, and this Corporation, and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 12 day of January, 2016.



Secretary

END OF SECTION

SECTION 00500

CONTRACT

THIS CONTRACT, made and entered into this 12th day of October, 2016 by and between the Brevard County, Florida Board of County Commissioners, a political subdivision of the State of Florida (hereinafter called the Owner), and Hinterland Group, Inc., a Florida Corporation doing business at 5580 State Road 524, Cocoa, Florida 32926 (hereinafter called the "Contractor").

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1.01 SCOPE OF THE WORK

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work shown on the Drawings and described in the Specifications entitled,

Lift Station V-10 Rehabilitation

as prepared by Frazier Engineering, Inc., acting as, and in the Contract Documents entitled, the Engineer, and shall do everything required by this Contract and the other Contract Documents.

1.02 THE CONTRACT SUM

- A. The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, as follows:
- B. Based upon the price shown in the Contractor's Bid heretofore submitted to the Owner, which Bid is a part of these Contract Documents, the aggregate amount of this Contract is the sum of Two Hundred Thirty Six Thousand Five Hundred Dollars (\$236,500).

1.03 COMMENCEMENT AND COMPLETION OF WORK

- A. The Contractor shall commence work within 10 calendar days after the start of the Contract Time identified on the Notice to Proceed.
- B. The Contractor shall prosecute the Work with faithfulness and diligence and shall complete the Work no later than 180 days after the date specified in the Notice to Proceed.

1.04 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that Contractor has carefully examined the surface of the site and has made sufficient reasonable test holes, or other surface and subsurface investigations and is fully satisfied that said site is a correct and suitable one for this work and Contractor assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the Owner than against the Contractor and Contractor's Surety.
- B. Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the Owner and such decision shall be final and binding upon all parties. If the ambiguity or uncertainty could have been identified during the Bidding process, such discrepancy or inconsistency shall not serve as a claim for additional time or money.
- C. It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the Owner, or by any agent or representative as being in compliance with the terms of this Contract or with the Drawings, and Specifications covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, or the Drawings and Specifications covering said work; and that the Owner may require the Contractor and Surety to strictly comply with this Contract and the Drawings and Specifications; and that the Owner may require the Contractor and the Surety to repair, replace, restore any and all of said work and materials which within a period of two years from and after the date of the acceptance of work are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to material or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. Failure on the part of the Contractor or Contractor's Surety, immediately after Notice to either repair or replace any such defective materials and workmanship shall entitle the Owner, if the Owner sees fit, to replace or repair the same and recover the reasonable cost of such replacement or repair from the Contractor and Surety who, shall in any event be jointly and severally liable to the Owner by reason of the Contractor's breach of this Contract or Contractor's failure to comply strictly with this Contract and with the Drawings and Specifications.

1.05 LIQUIDATED DAMAGES

- A. Both parties recognize that precise actual damages for delay are impossible to determine. The parties therefore agree to fix liquidated damages for delay in the Substantial Completion of the Project, as that term is more fully defined in Section 00700 of this Contract. **As a condition precedent to the issuance of the Notice to Proceed, a written addendum setting forth a reasonable date by which the Contractor must realize Substantial Completion shall be executed by the Contractor and the Owner. The reasonable Substantial Completion date set forth in the addendum shall be determined by the Owner's Engineer after consultation with the Contractor.**

On the Substantial Completion date, or such revised Substantial Completion date of the Project as may occur because of an authorized written Change Order of contract time for Substantial Completion, all essential elements of the Project must be ready for their intended use. Therefore, the agreed upon liquidated damages for failure to substantially complete the essential elements of the Project by the Substantial Completion date shall be \$100.00 per day for each calendar day of delay in the Substantial Completion of the work, beyond the Substantial Completion date, up to but not including the date the Project is deemed substantially complete by the Owner's Engineer.

- B. The liquidated damages for delay in the completion or construction of non-essential elements of the Project after the date of Substantial Completion is fixed at \$75.00 per calendar day.
- C. Final completion must occur within 14 days after the Project is deemed substantially complete by the Owner's Engineer. The liquidated damages for delay of final completion of the Project beyond the established date are fixed at \$50.00 per calendar day.
- D. This liquidated damages clause applies only to delay claims arising out of the Contractor's failure to timely perform the work required under the Contract. Nothing in this liquidated damages provision shall be deemed to preclude the prosecution of a claim for actual damages involving defects in the work, breach of contract or any other claim for damages not involving a claim based solely on delay caused by the Contractor's untimely performance of the work.
- E. For each day that any part of the work remains uncompleted after the expiration of the time allowed for completion of the work stipulated in the Contract or as increased by an authorized written Change Order, the sum per day set forth in the applicable subparagraph A, B or C above, shall be deducted from any moneys due the Contractor, or if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the Surety, or from both. The amount of these deductions are to cover liquidated damages to the Owner incurred by additional and other expenses due to the failure of the Contractor to complete the work or any part of the work within the completion time specified in subparagraph A, B or C, whichever is applicable, and such deductions are not to be considered as penalties.

1.06 PARTIAL AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:

- A. The Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner's Engineer, pursuant to provisions of Section 219.70, Florida Statutes, Florida Prompt Payment Act, less five percent (5%) of the amount of such estimate which is to be retained by the Owner until all work has been performed strictly in accordance with this Contract and until such work has been accepted by the Owner. The Owner shall not be responsible for payment to the Contractor for delays.
- B. Upon receipt of the payment bond Surety's written consent to the release of final payment to the Contractor who has furnished and recorded a payment bond and after all guarantees that may be required in the specifications have been furnished and are found acceptable by the Owner, final payment on account of this Contract shall be made within twenty (20) days after completion by

the Contractor of all work covered by this Contract and acceptance of such work by the Owner. If the payment bond surety serves a written revocation of consent to payment or a written direction that the COUNTY withhold a specified amount from a payment, the COUNTY shall withhold from the final payment the amount specified by the payment bond Surety.

1.07 ADDITIONAL BOND

- A. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the Performance and Payment Bonds hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the Work, the Contractor shall, at Contractor's expense, and within three days after the receipt of Notice from the Owner to do so, furnish an additional bond or bonds, in such form and amount, and with such sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

1.08 CONTRACT DOCUMENTS

- A. The Contract Documents are those referenced in Section 00700 of the Contract in Article 1 entitled "Definitions", as set forth in the Instructions to Bidders, which may or may not be attached hereto, and such contract documents also include any approved and fully executed change or task orders. All of the above described contract documents are incorporated as a part of this Contract as if set forth in full herein.

IN WITNESS WHEREOF the parties hereto have executed this Contract on the dates indicated below:*

Attest:



Scott Ellis, Clerk

Seal

Board of County Commissioners of
Brevard County, Florida (Owner)

By: 

Jim Barfield, Chairman

Date: _____

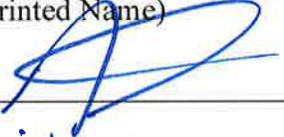
As approved by the Board on:

September 27, 2016

Hinterland Group, Inc.
Contractor

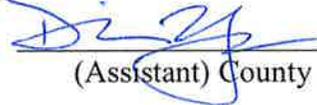
Date: 10/27/2016

By: Daniel Duke III
(Printed Name)

Signature: 

Title: President

Reviewed for legal form and content:



(Assistant) County Attorney

(Seal)

(* In the event that the Contractor is a Corporation, there shall be attached to the Contract a certified copy of a resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf.

CERTIFICATE

STATE OF FLORIDA

COUNTY OF Brevard

I HEREBY CERTIFY that a meeting of the Board of Directors of Hinterland Group, Inc. a Corporation under the laws of the State of Florida, held on October 11, 2016, the following resolution was duly passed and adopted:

“RESOLVED, that Daniel Duke III, as The President of the Corporation, be and he is hereby authorized to execute the Contract dated October 12, 2016, also known as “Lift Station V-10 Rehabilitation”, between BREVARD COUNTY, FLORIDA, and this Corporation, and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 27 day of October, 2016.



Secretary

END OF SECTION

SECTION 00500

RECEIVED

NOV 07 2016

CONTRACT

UTILITY SERVICES

THIS CONTRACT, made and entered into this 25th day of October, 2016 by and between the Brevard County, Florida Board of County Commissioners, a political subdivision of the State of Florida (hereinafter called the Owner), and L7 Construction, Inc., a Florida Corporation doing business at 4380 St. Johns Pkwy, Suite 140 Sanford, Florida 32771 (hereinafter called the "Contractor").

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1.01 SCOPE OF THE WORK

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work shown on the Drawings and described in the Specifications entitled,

Lift Station V-09 Rehabilitation

as prepared by Frazier Engineering, Inc., acting as, and in the Contract Documents entitled, the Engineer, and shall do everything required by this Contract and the other Contract Documents.

1.02 THE CONTRACT SUM

- A. The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, as follows:
- B. Based upon the price shown in the Contractor's Bid heretofore submitted to the Owner, which Bid is a part of these Contract Documents, the aggregate amount of this Contract is the sum of Two Hundred Thirty Eight Thousand Seven Hundred Dollars (\$238,700).

1.03 COMMENCEMENT AND COMPLETION OF WORK

- A. The Contractor shall commence work within 10 calendar days after the start of the Contract Time identified on the Notice to Proceed.
- B. The Contractor shall prosecute the Work with faithfulness and diligence and shall complete the Work no later than 180 days after the date specified in the Notice to Proceed.

1.04 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that Contractor has carefully examined the surface of the site and has made sufficient reasonable test holes, or other surface and subsurface investigations and is fully satisfied that said site is a correct and suitable one for this work and Contractor assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the Owner than against the Contractor and Contractor's Surety.
- B. Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the Owner and such decision shall be final and binding upon all parties. If the ambiguity or uncertainty could have been identified during the Bidding process, such discrepancy or inconsistency shall not serve as a claim for additional time or money.
- C. It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the Owner, or by any agent or representative as being in compliance with the terms of this Contract or with the Drawings, and Specifications covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, or the Drawings and Specifications covering said work; and that the Owner may require the Contractor and Surety to strictly comply with this Contract and the Drawings and Specifications; and that the Owner may require the Contractor and the Surety to repair, replace, restore any and all of said work and materials which within a period of two years from and after the date of the acceptance of work are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to material or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. Failure on the part of the Contractor or Contractor's Surety, immediately after Notice to either repair or replace any such defective materials and workmanship shall entitle the Owner, if the Owner sees fit, to replace or repair the same and recover the reasonable cost of such replacement or repair from the Contractor and Surety who, shall in any event be jointly and severally liable to the Owner by reason of the Contractor's breach of this Contract or Contractor's failure to comply strictly with this Contract and with the Drawings and Specifications.

1.05 LIQUIDATED DAMAGES

- A. Both parties recognize that precise actual damages for delay are impossible to determine. The parties therefore agree to fix liquidated damages for delay in the Substantial Completion of the Project, as that term is more fully defined in Section 00700 of this Contract. **As a condition precedent to the issuance of the Notice to Proceed, a written addendum setting forth a reasonable date by which the Contractor must realize Substantial Completion shall be executed by the Contractor and the Owner. The reasonable Substantial Completion date set forth in the addendum shall be determined by the Owner's Engineer after consultation with the Contractor.**

On the Substantial Completion date, or such revised Substantial Completion date of the Project as may occur because of an authorized written Change Order of contract time for Substantial Completion, all essential elements of the Project must be ready for their intended use. Therefore, the agreed upon liquidated damages for failure to substantially complete the essential elements of the Project by the Substantial Completion date shall be \$100.00 per day for each calendar day of delay in the Substantial Completion of the work, beyond the Substantial Completion date, up to but not including the date the Project is deemed substantially complete by the Owner's Engineer.

- B. The liquidated damages for delay in the completion or construction of non-essential elements of the Project after the date of Substantial Completion is fixed at \$75.00 per calendar day.
- C. Final completion must occur within 14 days after the Project is deemed substantially complete by the Owner's Engineer. The liquidated damages for delay of final completion of the Project beyond the established date are fixed at \$50.00 per calendar day.
- D. This liquidated damages clause applies only to delay claims arising out of the Contractor's failure to timely perform the work required under the Contract. Nothing in this liquidated damages provision shall be deemed to preclude the prosecution of a claim for actual damages involving defects in the work, breach of contract or any other claim for damages not involving a claim based solely on delay caused by the Contractor's untimely performance of the work.
- E. For each day that any part of the work remains uncompleted after the expiration of the time allowed for completion of the work stipulated in the Contract or as increased by an authorized written Change Order, the sum per day set forth in the applicable subparagraph A, B or C above, shall be deducted from any moneys due the Contractor, or if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the Surety, or from both. The amount of these deductions are to cover liquidated damages to the Owner incurred by additional and other expenses due to the failure of the Contractor to complete the work or any part of the work within the completion time specified in subparagraph A, B or C, whichever is applicable, and such deductions are not to be considered as penalties.

1.06 PARTIAL AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:

- A. The Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner's Engineer, pursuant to provisions of Section 219.70, Florida Statutes, Florida Prompt Payment Act, less five percent (5%) of the amount of such estimate which is to be retained by the Owner until all work has been performed strictly in accordance with this Contract and until such work has been accepted by the Owner. The Owner shall not be responsible for payment to the Contractor for delays.
- B. Upon receipt of the payment bond Surety's written consent to the release of final payment to the Contractor who has furnished and recorded a payment bond and after all guarantees that may be required in the specifications have been furnished and are found acceptable by the Owner, final payment on account of this Contract shall be made within twenty (20) days after completion by

the Contractor of all work covered by this Contract and acceptance of such work by the Owner. If the payment bond surety serves a written revocation of consent to payment or a written direction that the COUNTY withhold a specified amount from a payment, the COUNTY shall withhold from the final payment the amount specified by the payment bond Surety.

1.07 ADDITIONAL BOND

- A. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the Performance and Payment Bonds hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the Work, the Contractor shall, at Contractor's expense, and within three days after the receipt of Notice from the Owner to do so, furnish an additional bond or bonds, in such form and amount, and with such sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

1.08 CONTRACT DOCUMENTS

- A. The Contract Documents are those referenced in Section 00700 of the Contract in Article 1 entitled "Definitions", as set forth in the Instructions to Bidders, which may or may not be attached hereto, and such contract documents also include any approved and fully executed change or task orders. All of the above described contract documents are incorporated as a part of this Contract as if set forth in full herein.

IN WITNESS WHEREOF the parties hereto have executed this Contract on the dates indicated below:*

Attest:

Board of County Commissioners of
Brevard County, Florida (Owner)



Scott Ellis, Clerk

By: 

Jim Barfield, Chairman

Date: _____

Seal

As approved by the Board on:

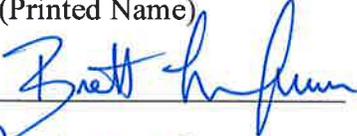
September 27, 2016

L7 Construction, Inc.
Contractor

Date: 11/3/16

By: Brett Letewer

(Printed Name)

Signature: 

Title: PRESIDENT

Reviewed for legal form and content:



(Assistant) County Attorney

(Seal)

(*) In the event that the Contractor is a Corporation, there shall be attached to the Contract a certified copy of a resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf.

CERTIFICATE

STATE OF FLORIDA

COUNTY OF Seminole

I HEREBY CERTIFY that a meeting of the Board of Directors of L7 Construction, a Corporation under the laws of the State of Florida, held on October 1st, 2016, the following resolution was duly passed and adopted:

“RESOLVED, that Brett Lefwer, as acting President of the Corporation, be and he is hereby authorized to execute the Contract dated October 25, 2016, also known as “Lift Station V-09 Rehabilitation”, between BREVARD COUNTY, FLORIDA, and this Corporation, and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 3rd day of November, 2016.


Secretary

END OF SECTION

SECTION 00500

CONTRACT

THIS CONTRACT, made and entered into this 3rd day of November, 2016 by and between the Brevard County, Florida Board of County Commissioners, a political subdivision of the State of Florida (hereinafter called the Owner), and L7 Construction, Inc., a Florida Corporation doing business at 4380 St. Johns Parkway, Suite 140 Sanford, Florida 32771 (hereinafter called the "Contractor").

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1.01 SCOPE OF THE WORK

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work shown on the Drawings and described in the Specifications entitled,

Lift Station T-25 Rehabilitation

as prepared by Infrastructure Solution Services, LLC, acting as, and in the Contract Documents entitled, the Engineer, and shall do everything required by this Contract and the other Contract Documents.

1.02 THE CONTRACT SUM

- A. The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, as follows:
- B. Based upon the price shown in the Contractor's Bid heretofore submitted to the Owner, which Bid is a part of these Contract Documents, the aggregate amount of this Contract is the sum of Five Hundred Sixty Nine Thousand Four Hundred Seventy Seven Dollars (\$569,477).

1.03 COMMENCEMENT AND COMPLETION OF WORK

- A. The Contractor shall commence work within 10 calendar days after the start of the Contract Time identified on the Notice to Proceed.
- B. The Contractor shall prosecute the Work with faithfulness and diligence and shall complete the Work no later than 210 days after the date specified in the Notice to Proceed.

1.04 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that Contractor has carefully examined the surface of the site and has made sufficient reasonable test holes, or other surface and subsurface investigations and is fully satisfied that said site is a correct and suitable one for this work and Contractor assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the Owner than against the Contractor and Contractor's Surety.
- B. Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the Owner and such decision shall be final and binding upon all parties. If the ambiguity or uncertainty could have been identified during the Bidding process, such discrepancy or inconsistency shall not serve as a claim for additional time or money.
- C. It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the Owner, or by any agent or representative as being in compliance with the terms of this Contract or with the Drawings, and Specifications covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, or the Drawings and Specifications covering said work; and that the Owner may require the Contractor and Surety to strictly comply with this Contract and the Drawings and Specifications; and that the Owner may require the Contractor and the Surety to repair, replace, restore any and all of said work and materials which within a period of two years from and after the date of the acceptance of work are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to material or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. Failure on the part of the Contractor or Contractor's Surety, immediately after Notice to either repair or replace any such defective materials and workmanship shall entitle the Owner, if the Owner sees fit, to replace or repair the same and recover the reasonable cost of such replacement or repair from the Contractor and Surety who, shall in any event be jointly and severally liable to the Owner by reason of the Contractor's breach of this Contract or Contractor's failure to comply strictly with this Contract and with the Drawings and Specifications.

1.05 LIQUIDATED DAMAGES

- A. Both parties recognize that precise actual damages for delay are impossible to determine. The parties therefore agree to fix liquidated damages for delay in the Substantial Completion of the Project, as that term is more fully defined in Section 00700 of this Contract. **As a condition precedent to the issuance of the Notice to Proceed, a written addendum setting forth a reasonable date by which the Contractor must realize Substantial Completion shall be executed by the Contractor and the Owner. The reasonable Substantial Completion date set forth in the addendum shall be determined by the Owner's Engineer after consultation with the Contractor.**

On the Substantial Completion date, or such revised Substantial Completion date of the Project as may occur because of an authorized written Change Order of contract time for Substantial Completion, all essential elements of the Project must be ready for their intended use. Therefore, the agreed upon liquidated damages for failure to substantially complete the essential elements of the Project by the Substantial Completion date shall be \$100.00 per day for each calendar day of delay in the Substantial Completion of the work, beyond the Substantial Completion date, up to but not including the date the Project is deemed substantially complete by the Owner's Engineer.

- B. The liquidated damages for delay in the completion or construction of non-essential elements of the Project after the date of Substantial Completion is fixed at \$75.00 per calendar day.
- C. Final completion must occur within 14 days after the Project is deemed substantially complete by the Owner's Engineer. The liquidated damages for delay of final completion of the Project beyond the established date are fixed at \$50.00 per calendar day.
- D. This liquidated damages clause applies only to delay claims arising out of the Contractor's failure to timely perform the work required under the Contract. Nothing in this liquidated damages provision shall be deemed to preclude the prosecution of a claim for actual damages involving defects in the work, breach of contract or any other claim for damages not involving a claim based solely on delay caused by the Contractor's untimely performance of the work.
- E. For each day that any part of the work remains uncompleted after the expiration of the time allowed for completion of the work stipulated in the Contract or as increased by an authorized written Change Order, the sum per day set forth in the applicable subparagraph A, B or C above, shall be deducted from any moneys due the Contractor, or if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the Surety, or from both. The amount of these deductions are to cover liquidated damages to the Owner incurred by additional and other expenses due to the failure of the Contractor to complete the work or any part of the work within the completion time specified in subparagraph A, B or C, whichever is applicable, and such deductions are not to be considered as penalties.

1.06 PARTIAL AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:

- A. The Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner's Engineer, pursuant to provisions of Section 219.70, Florida Statutes, Florida Prompt Payment Act, less five percent (5%) of the amount of such estimate which is to be retained by the Owner until all work has been performed strictly in accordance with this Contract and until such work has been accepted by the Owner. The Owner shall not be responsible for payment to the Contractor for delays.
- B. Upon receipt of the payment bond Surety's written consent to the release of final payment to the Contractor who has furnished and recorded a payment bond and after all guarantees that may be required in the specifications have been furnished and are found acceptable by the Owner, final payment on account of this Contract shall be made within twenty (20) days after completion by

the Contractor of all work covered by this Contract and acceptance of such work by the Owner. If the payment bond surety serves a written revocation of consent to payment or a written direction that the COUNTY withhold a specified amount from a payment, the COUNTY shall withhold from the final payment the amount specified by the payment bond Surety.

1.07 ADDITIONAL BOND

- A. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the Performance and Payment Bonds hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the Work, the Contractor shall, at Contractor's expense, and within three days after the receipt of Notice from the Owner to do so, furnish an additional bond or bonds, in such form and amount, and with such sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

1.08 CONTRACT DOCUMENTS

- A. The Contract Documents are those referenced in Section 00700 of the Contract in Article 1 entitled "Definitions", as set forth in the Instructions to Bidders, which may or may not be attached hereto, and such contract documents also include any approved and fully executed change or task orders. All of the above described contract documents are incorporated as a part of this Contract as if set forth in full herein.

IN WITNESS WHEREOF the parties hereto have executed this Contract on the dates indicated below:*

Attest:



Scott Ellis, Clerk

Board of County Commissioners of
Brevard County, Florida (Owner)

By: 

Jim Barfield, Chairman

Date: _____

Seal

As approved by the Board on:

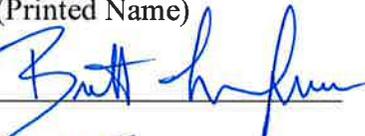
September 27, 2016

L7 Construction, Inc.
Contractor

Date: 11/9/16

By: BRETT LEFEVER

(Printed Name)

Signature: 

Title: PRESIDENT

Reviewed for legal form and content:



(Assistant) County Attorney

(Seal)

(* In the event that the Contractor is a Corporation, there shall be attached to the Contract a certified copy of a resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf.

CERTIFICATE

STATE OF FLORIDA

COUNTY OF Seminole

I HEREBY CERTIFY that a meeting of the Board of Directors of L7 Construction, a Corporation under the laws of the State of Florida, held on October 1st, 2016, the following resolution was duly passed and adopted:

“RESOLVED, that Brett Lefeler, as acting President of the Corporation, be and he is hereby authorized to execute the Contract dated November 3, 2016, also known as “Lift Station T-25 Rehabilitation”, between BREVARD COUNTY, FLORIDA, and this Corporation, and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 9th day of November, 2016.

Frank Super
Secretary

END OF SECTION

SECTION 00500

CONTRACT

THIS CONTRACT, made and entered into this 9th day of June, 2016, by and between the Brevard County, Florida Board of County Commissioners, a political subdivision of the State of Florida (hereinafter called the Owner), and Prime Construction Group, Inc., a Florida Corporation doing business at 1000 Jetstream Drive, Orlando, FL 32824 (hereinafter called the "Contractor").

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1.01 SCOPE OF THE WORK

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work shown on the Drawings and described in the Specifications entitled,

Lift Stations N-03 and N-06 Replacement

as prepared by Infrastructure Solution Services, LLC, acting as, and in the Contract Documents entitled, the Engineer, and shall do everything required by this Contract and the other Contract Documents.

1.02 THE CONTRACT SUM

- A. The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, as follows:
- B. Based upon the price shown in the Contractor's Bid heretofore submitted to the Owner, which Bid is a part of these Contract Documents, the aggregate amount of this Contract is the sum of Five Hundred Fifty Nine Thousand Five Hundred Dollars (\$559,500).

1.03 COMMENCEMENT AND COMPLETION OF WORK

- A. The Contractor shall commence work within 10 calendar days after the start of the Contract Time identified on the Notice to Proceed.
- B. The Contractor shall prosecute the Work with faithfulness and diligence and shall complete the Work no later than 180 days after the date specified in the Notice to Proceed.

1.04 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that Contractor has carefully examined the surface of the site and has made sufficient reasonable test holes, or other surface and subsurface investigations and is fully satisfied that said site is a correct and suitable one for this work and Contractor assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the Owner than against the Contractor and Contractor's Surety.
- B. Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the Owner and such decision shall be final and binding upon all parties. If the ambiguity or uncertainty could have been identified during the Bidding process, such discrepancy or inconsistency shall not serve as a claim for additional time or money.
- C. It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the Owner, or by any agent or representative as being in compliance with the terms of this Contract or with the Drawings, and Specifications covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, or the Drawings and Specifications covering said work; and that the Owner may require the Contractor and Surety to strictly comply with this Contract and the Drawings and Specifications; and that the Owner may require the Contractor and the Surety to repair, replace, restore any and all of said work and materials which within a period of two years from and after the date of the acceptance of work are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to material or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. Failure on the part of the Contractor or Contractor's Surety, immediately after Notice to either repair or replace any such defective materials and workmanship shall entitle the Owner, if the Owner sees fit, to replace or repair the same and recover the reasonable cost of such replacement or repair from the Contractor and Surety who, shall in any event be jointly and severally liable to the Owner by reason of the Contractor's breach of this Contract or Contractor's failure to comply strictly with this Contract and with the Drawings and Specifications.

1.05 LIQUIDATED DAMAGES

- A. Both parties recognize that precise actual damages for delay are impossible to determine. The parties therefore agree to fix liquidated damages for delay in the Substantial Completion of the Project, as that term is more fully defined in Section 00700 of this Contract. **As a condition precedent to the issuance of the Notice to Proceed, a written addendum setting forth a reasonable date by which the Contractor must realize Substantial Completion shall be executed by the Contractor and the Owner. The reasonable Substantial Completion date set forth in the addendum shall be determined by the Owner's Engineer after consultation with the Contractor.**

On the Substantial Completion date, or such revised Substantial Completion date of the Project as may occur because of an authorized written Change Order of contract time for Substantial Completion, all essential elements of the Project must be ready for their intended use. Therefore, the agreed upon liquidated damages for failure to substantially complete the essential elements of the Project by the Substantial Completion date shall be \$100.00 per day for each calendar day of delay in the Substantial Completion of the work, beyond the Substantial Completion date, up to but not including the date the Project is deemed substantially complete by the Owner's Engineer.

- B. The liquidated damages for delay in the completion or construction of non-essential elements of the Project after the date of Substantial Completion is fixed at \$75.00 per calendar day.
- C. Final completion must occur within 14 days after the Project is deemed substantially complete by the Owner's Engineer. The liquidated damages for delay of final completion of the Project beyond the established date are fixed at \$50.00 per calendar day.
- D. This liquidated damages clause applies only to delay claims arising out of the Contractor's failure to timely perform the work required under the Contract. Nothing in this liquidated damages provision shall be deemed to preclude the prosecution of a claim for actual damages involving defects in the work, breach of contract or any other claim for damages not involving a claim based solely on delay caused by the Contractor's untimely performance of the work.
- E. For each day that any part of the work remains uncompleted after the expiration of the time allowed for completion of the work stipulated in the Contract or as increased by an authorized written Change Order, the sum per day set forth in the applicable subparagraph A, B or C above, shall be deducted from any moneys due the Contractor, or if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the Surety, or from both. The amount of these deductions are to cover liquidated damages to the Owner incurred by additional and other expenses due to the failure of the Contractor to complete the work or any part of the work within the completion time specified in subparagraph A, B or C, whichever is applicable, and such deductions are not to be considered as penalties.

1.06 PARTIAL AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:

- A. The Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner's Engineer, pursuant to provisions of Section 219.70, Florida Statutes, Florida Prompt Payment Act, less five percent (5%) of the amount of such estimate which is to be retained by the Owner until all work has been performed strictly in accordance with this Contract and until such work has been accepted by the Owner. The Owner shall not be responsible for payment to the Contractor for delays.
- B. Upon receipt of the payment bond Surety's written consent to the release of final payment to the Contractor who has furnished and recorded a payment bond and after all guarantees that may be required in the specifications have been furnished and are found acceptable by the Owner, final payment on account of this Contract shall be made within twenty (20) days after completion by

the Contractor of all work covered by this Contract and acceptance of such work by the Owner. If the payment bond surety serves a written revocation of consent to payment or a written direction that the COUNTY withhold a specified amount from a payment, the COUNTY shall withhold from the final payment the amount specified by the payment bond Surety.

1.07 ADDITIONAL BOND

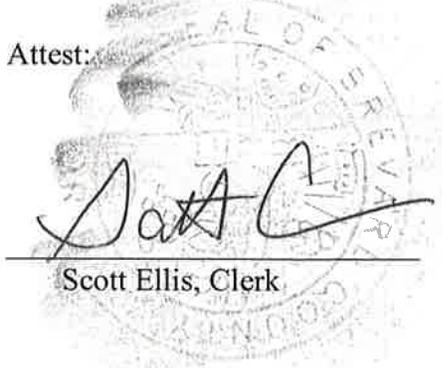
- A. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the Performance and Payment Bonds hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the Work, the Contractor shall, at Contractor's expense, and within three days after the receipt of Notice from the Owner to do so, furnish an additional bond or bonds, in such form and amount, and with such sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

1.08 CONTRACT DOCUMENTS

- A. The Contract Documents are those referenced in Section 00700 of the Contract in Article 1 entitled "Definitions", as set forth in the Instructions to Bidders, which may or may not be attached hereto, and such contract documents also include any approved and fully executed change or task orders. All of the above described contract documents are incorporated as a part of this Contract as if set forth in full herein.

IN WITNESS WHEREOF the parties hereto have executed this Contract on the dates indicated below:*

Attest:


Scott Ellis, Clerk

Board of County Commissioners of
Brevard County, Florida (Owner)

By: 
Jim Barfield, Chairman

Date: JUL 12 2016

Seal

As approved by the Board on:

September 28, 2015

Prime Construction Group, Inc.

Contractor

Date: 6/17/2016

By: Roy W. Smith, Jr., President
Prime Construction Group, Inc.
(Printed Name)

Signature: 

Title: _____

Reviewed for legal form and content:


(Assistant) County Attorney

(Seal)

(* In the event that the Contractor is a Corporation, there shall be attached to the Contract a certified copy of a resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf.

CERTIFICATE

STATE OF FLORIDA

COUNTY OF Orange

I HEREBY CERTIFY that a meeting of the Board of Directors of Prime Construction Group, Inc., a Corporation under the laws of the State of Florida, held on January 1, 2014 the following resolution was duly passed and adopted: 19

“RESOLVED, that Ray W. Smith, Jr., as CEO / President of the Corporation, be and he is hereby authorized to execute the Contract dated June 9, 2016, between BREVARD COUNTY, FLORIDA, and this Corporation, and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 17th day of June, 2016.


Secretary

END OF SECTION



BOARD OF COUNTY COMMISSIONERS

Utility Services Department

2725 Judge Fran Jamieson Way
Building A, Room 213
Viera, Florida 32940

Inter-Office Memo

TO: Commissioner Jim Barfield, Chairman

FROM: James Helmer, Utility Services Director 

DATE: July 6, 2016

SUBJ: Execution of Utility Services CIP Construction Contract:
Lift Stations N-3 and N-6 Replacement
Bid No. B-7-16-73

On September 28, 2015, the Brevard County Board of County Commissioners voted to approve the Capital Improvement Plan (CIP) as identified by Utility Services for Fiscal Year (FY) 2016, which included this project. After bids were opened for the project referenced above, Prime Construction Group, Inc. was confirmed to be the lowest responsive and responsible, pre-qualified bidder.

Accordingly, the contractor was asked to execute the original contract documents, provide the required performance and payment bonds, and provide insurance certificates fulfilling the contract requirements. The Risk Manager was then asked to review the insurance certificates for compliance. The County Attorney, prior to bid advertisement, had been asked to approve the contract for legal form and content. The approvals of both the Risk Manager and the County Attorney are documented on the attached copy of the Initial Contract Form.

Attached, please find five (5) original copies of the contract for the project. As required by Board Policy, the Assistant County Attorney has signed each original contract copy for verification. Please execute each original where indicated. Upon completion, please return all of the originals to this Department and we will forward them to the Clerk for attestation.

If you have any questions, please notify me at 633-2091. Thank you for your assistance.

Attachments



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

December 16, 2015

MEMORANDUM

TO: Stockton Whitten, County Manager

RE: Item II.C.2., Permission for Chairman to Execute the Capital Improvements Project (CIP) Contracts

The Board of County Commissioners, in regular session on December 15, 2015, authorized the Chairman to execute Contracts for Capital Improvements Projects that are approved as part of the annual budget and CIP plan awarded through the County's competitive bid process; and approved the Procurement Board Policy BCC-25. Enclosed is the fully-executed Board Policy for your action.

Your continued cooperation is always appreciated

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

/ds

Encl. (1)

cc: Central Services Director
Contracts Administration
Finance
Budget

SECTION 00500

CONTRACT

THIS CONTRACT, made and entered into this 13^h day of October, 2016 by and between the Brevard County, Florida Board of County Commissioners, a political subdivision of the State of Florida (hereinafter called the Owner), and Prime Construction Group, Inc., a Florida Corporation doing business at 1000 Jetstream Drive, Orlando, FL 32824 (hereinafter called the "Contractor").

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1.01 SCOPE OF THE WORK

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work shown on the Drawings and described in the Specifications entitled,

Lift Station T-16 Replacement

as prepared by Infrastructure Solution Services, LLC, acting as, and in the Contract Documents entitled, the Engineer, and shall do everything required by this Contract and the other Contract Documents.

1.02 THE CONTRACT SUM

- A. The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, as follows:
- B. Based upon the price shown in the Contractor's Bid heretofore submitted to the Owner, which Bid is a part of these Contract Documents, the aggregate amount of this Contract is the sum of One Million One Hundred Eighty Six Thousand Nine Hundred Forty Dollars (\$1,186,940).

1.03 COMMENCEMENT AND COMPLETION OF WORK

- A. The Contractor shall commence work within 10 calendar days after the start of the Contract Time identified on the Notice to Proceed.
- B. The Contractor shall prosecute the Work with faithfulness and diligence and shall complete the Work no later than 210 days after the date specified in the Notice to Proceed.

1.04 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that Contractor has carefully examined the surface of the site and has made sufficient reasonable test holes, or other surface and subsurface investigations and is fully satisfied that said site is a correct and suitable one for this work and Contractor assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the Owner than against the Contractor and Contractor's Surety.
- B. Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the Owner and such decision shall be final and binding upon all parties. If the ambiguity or uncertainty could have been identified during the Bidding process, such discrepancy or inconsistency shall not serve as a claim for additional time or money.
- C. It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the Owner, or by any agent or representative as being in compliance with the terms of this Contract or with the Drawings, and Specifications covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, or the Drawings and Specifications covering said work; and that the Owner may require the Contractor and Surety to strictly comply with this Contract and the Drawings and Specifications; and that the Owner may require the Contractor and the Surety to repair, replace, restore any and all of said work and materials which within a period of two years from and after the date of the acceptance of work are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to material or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. Failure on the part of the Contractor or Contractor's Surety, immediately after Notice to either repair or replace any such defective materials and workmanship shall entitle the Owner, if the Owner sees fit, to replace or repair the same and recover the reasonable cost of such replacement or repair from the Contractor and Surety who, shall in any event be jointly and severally liable to the Owner by reason of the Contractor's breach of this Contract or Contractor's failure to comply strictly with this Contract and with the Drawings and Specifications.

1.05 LIQUIDATED DAMAGES

- A. Both parties recognize that precise actual damages for delay are impossible to determine. The parties therefore agree to fix liquidated damages for delay in the Substantial Completion of the Project, as that term is more fully defined in Section 00700 of this Contract. **As a condition precedent to the issuance of the Notice to Proceed, a written addendum setting forth a reasonable date by which the Contractor must realize Substantial Completion shall be executed by the Contractor and the Owner. The reasonable Substantial Completion date set forth in the addendum shall be determined by the Owner's Engineer after consultation with the Contractor.**

- On the Substantial Completion date, or such revised Substantial Completion date of the Project as may occur because of an authorized written Change Order of contract time for Substantial Completion, all essential elements of the Project must be ready for their intended use. Therefore, the agreed upon liquidated damages for failure to substantially complete the essential elements of the Project by the Substantial Completion date shall be \$100.00 per day for each calendar day of delay in the Substantial Completion of the work, beyond the Substantial Completion date, up to but not including the date the Project is deemed substantially complete by the Owner's Engineer.
- B. The liquidated damages for delay in the completion or construction of non-essential elements of the Project after the date of Substantial Completion is fixed at \$75.00 per calendar day.
 - C. Final completion must occur within 14 days after the Project is deemed substantially complete by the Owner's Engineer. The liquidated damages for delay of final completion of the Project beyond the established date are fixed at \$50.00 per calendar day.
 - D. This liquidated damages clause applies only to delay claims arising out of the Contractor's failure to timely perform the work required under the Contract. Nothing in this liquidated damages provision shall be deemed to preclude the prosecution of a claim for actual damages involving defects in the work, breach of contract or any other claim for damages not involving a claim based solely on delay caused by the Contractor's untimely performance of the work.
 - E. For each day that any part of the work remains uncompleted after the expiration of the time allowed for completion of the work stipulated in the Contract or as increased by an authorized written Change Order, the sum per day set forth in the applicable subparagraph A, B or C above, shall be deducted from any moneys due the Contractor, or if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the Surety, or from both. The amount of these deductions are to cover liquidated damages to the Owner incurred by additional and other expenses due to the failure of the Contractor to complete the work or any part of the work within the completion time specified in subparagraph A, B or C, whichever is applicable, and such deductions are not to be considered as penalties.

1.06 PARTIAL AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:

- A. The Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner's Engineer, pursuant to provisions of Section 219.70, Florida Statutes, Florida Prompt Payment Act, less five percent (5%) of the amount of such estimate which is to be retained by the Owner until all work has been performed strictly in accordance with this Contract and until such work has been accepted by the Owner. The Owner shall not be responsible for payment to the Contractor for delays.
- B. Upon receipt of the payment bond Surety's written consent to the release of final payment to the Contractor who has furnished and recorded a payment bond and after all guarantees that may be required in the specifications have been furnished and are found acceptable by the Owner, final payment on account of this Contract shall be made within twenty (20) days after completion by

the Contractor of all work covered by this Contract and acceptance of such work by the Owner. If the payment bond surety serves a written revocation of consent to payment or a written direction that the COUNTY withhold a specified amount from a payment, the COUNTY shall withhold from the final payment the amount specified by the payment bond Surety.

1.07 ADDITIONAL BOND

- A. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the Performance and Payment Bonds hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the Work, the Contractor shall, at Contractor's expense, and within three days after the receipt of Notice from the Owner to do so, furnish an additional bond or bonds, in such form and amount, and with such sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

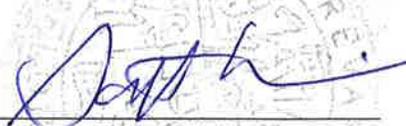
1.08 CONTRACT DOCUMENTS

- A. The Contract Documents are those referenced in Section 00700 of the Contract in Article 1 entitled "Definitions", as set forth in the Instructions to Bidders, which may or may not be attached hereto, and such contract documents also include any approved and fully executed change or task orders. All of the above described contract documents are incorporated as a part of this Contract as if set forth in full herein.

IN WITNESS WHEREOF the parties hereto have executed this Contract on the dates indicated below:*

Attest:

Board of County Commissioners of
Brevard County, Florida (Owner)



Scott Ellis, Clerk

By: 

Jim Barfield, Chairman

Date: _____

Seal

As approved by the Board on:

September 27, 2016

Prime Construction Group, Inc.
Contractor

Date: _____

Reviewed for legal form and content:

By: 

Roy W. Smith, Jr., President
Prime Construction Group, Inc.
(Printed Name)



(Assistant) County Attorney

Signature: _____

Title: _____

(Seal)

(* In the event that the Contractor is a Corporation, there shall be attached to the Contract a certified copy of a resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf.

CERTIFICATE

STATE OF FLORIDA

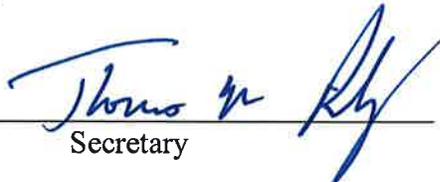
COUNTY OF Orange

I HEREBY CERTIFY that a meeting of the Board of Directors of Prime Construction Group, Corporation under the laws of the State of Florida, held on January 1, 1994 20 Inc. the following resolution was duly passed and adopted:

“RESOLVED, that Roy W. Smith, Jr., as CEO President of the Corporation, be and he is hereby authorized to execute the Contract dated October 13, 2016, also known as “Lift Station T-16 Replacement”, between BREVARD COUNTY, FLORIDA, and this Corporation, and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 26 day of October, 2016.


Secretary

END OF SECTION

SECTION 00500

CONTRACT

THIS CONTRACT, made and entered into this 27th day of May, 2016, by and between the Brevard County, Florida Board of County Commissioners, a political subdivision of the State of Florida (hereinafter called the Owner), and Adams Robinson Enterprises, Inc., a Kentucky Corporation, doing business at 2735 Needmore Road, Dayton, Ohio 45414 (hereinafter called the "Contractor").

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1.01 SCOPE OF THE WORK

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work shown on the Drawings and described in the Specifications entitled,

South Central Regional Wastewater Treatment Facility Expansion

as prepared by Quentin L. Hampton Associates, Inc., acting as, and in the Contract Documents entitled, the Engineer, and shall do everything required by this Contract and the other Contract Documents.

1.02 THE CONTRACT SUM

- A. The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, as follows:
- B. Based upon the price shown in the Contractor's Bid heretofore submitted to the Owner, which Bid is a part of these Contract Documents, the aggregate amount of this Contract is the sum of Thirty-eight million seventy-four thousand dollars (\$38,074,000).

1.03 COMMENCEMENT AND COMPLETION OF WORK

- A. The Contractor shall commence work within 10 calendar days after the start of the Contract Time identified on the Notice to Proceed.
- B. The Contractor shall prosecute the Work with faithfulness and diligence and shall complete the Work no later than 760 days after the date specified in the Notice to Proceed.

1.04 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that Contractor has carefully examined the surface of the site and has made sufficient reasonable test holes, or other surface and subsurface investigations and is fully satisfied that said site is a correct and suitable one for this work and Contractor assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the Owner than against the Contractor and Contractor's Surety.
- B. Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the Owner and such decision shall be final and binding upon all parties. If the ambiguity or uncertainty could have been identified during the Bidding process, such discrepancy or inconsistency shall not serve as a claim for additional time or money.
- C. It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the Owner, or by any agent or representative as being in compliance with the terms of this Contract or with the Drawings, and Specifications covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, or the Drawings and Specifications covering said work; and that the Owner may require the Contractor and Surety to strictly comply with this Contract and the Drawings and Specifications; and that the Owner may require the Contractor and the Surety to repair, replace, restore any and all of said work and materials which within a period of two years from and after the date of the acceptance of work are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to material or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. Failure on the part of the Contractor or Contractor's Surety, immediately after Notice to either repair or replace any such defective materials and workmanship shall entitle the Owner, if the Owner sees fit, to replace or repair the same and recover the reasonable cost of such replacement or repair from the Contractor and Surety who, shall in any event be jointly and severally liable to the Owner by reason of the Contractor's breach of this Contract or Contractor's failure to comply strictly with this Contract and with the Drawings and Specifications.

1.05 LIQUIDATED DAMAGES

- A. Both parties recognize that precise actual damages for delay are impossible to determine. The parties therefore agree to fix liquidated damages for delay in the Substantial Completion of the Project, as that term is more fully defined in Section 00700 of this Contract. **As a condition precedent to the issuance of the Notice to Proceed, a written addendum setting forth a reasonable date by which the Contractor must realize Substantial Completion shall be executed by the Contractor and the Owner. The reasonable Substantial Completion date set forth in the addendum shall be determined by the Owner's Engineer after consultation with the Contractor.**

On the Substantial Completion date, or such revised Substantial Completion date of the Project as may occur because of an authorized written Change Order of contract time for Substantial Completion, all essential elements of the Project must be ready for their intended use. Therefore, the agreed upon liquidated damages for failure to substantially complete the essential elements of the Project by the Substantial Completion date shall be \$100.00 per day for each calendar day of delay in the Substantial Completion of the work, beyond the Substantial Completion date, up to but not including the date the Project is deemed substantially complete by the Owner's Engineer.

- B. The liquidated damages for delay in the completion or construction of non-essential elements of the Project after the date of Substantial Completion is fixed at \$75.00 per calendar day.
- C. Final completion must occur within 30 days after the Project is deemed substantially complete by the Owner's Engineer. The liquidated damages for delay of final completion of the Project beyond the established date are fixed at \$50.00 per calendar day.
- D. This liquidated damages clause applies only to delay claims arising out of the Contractor's failure to timely perform the work required under the Contract. Nothing in this liquidated damages provision shall be deemed to preclude the prosecution of a claim for actual damages involving defects in the work, breach of contract or any other claim for damages not involving a claim based solely on delay caused by the Contractor's untimely performance of the work.
- E. For each day that any part of the work remains uncompleted after the expiration of the time allowed for completion of the work stipulated in the Contract or as increased by an authorized written Change Order, the sum per day set forth in the applicable subparagraph A, B or C above, shall be deducted from any moneys due the Contractor, or if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the Surety, or from both. The amount of these deductions are to cover liquidated damages to the Owner incurred by additional and other expenses due to the failure of the Contractor to complete the work or any part of the work within the completion time specified in subparagraph A, B or C, whichever is applicable, and such deductions are not to be considered as penalties.

1.06 PARTIAL AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:

- A. The Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner's Engineer, pursuant to provisions of Section 219.70, Florida Statutes, Florida Prompt Payment Act, less five percent (5%) of the amount of such estimate which is to be retained by the Owner until all work has been performed strictly in accordance with this Contract and until such work has been accepted by the Owner. The Owner shall not be responsible for payment to the Contractor for delays.
- B. Upon receipt of the payment bond Surety's written consent to the release of final payment to the Contractor who has furnished and recorded a payment bond and after all guarantees that may be required in the specifications have been furnished and are found acceptable by the Owner, final payment on account of this Contract shall be made within twenty (20) days after completion by

the Contractor of all work covered by this Contract and acceptance of such work by the Owner. If the payment bond surety serves a written revocation of consent to payment or a written direction that the COUNTY withhold a specified amount from a payment, the COUNTY shall withhold from the final payment the amount specified by the payment bond Surety.

1.07 ADDITIONAL BOND

- A. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the Performance and Payment Bonds hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the Work, the Contractor shall, at Contractor's expense, and within three days after the receipt of Notice from the Owner to do so, furnish an additional bond or bonds, in such form and amount, and with such sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

1.08 CONTRACT DOCUMENTS

- A. The Contract Documents are those referenced in Section 00700 of the Contract in Article 1 entitled "Definitions", as set forth in the Instructions to Bidders, which may or may not be attached hereto, and such contract documents also include any approved and fully executed change or task orders. All of the above described contract documents are incorporated as a part of this Contract as if set forth in full herein.

IN WITNESS WHEREOF the parties hereto have executed this Contract on the dates indicated below:*

Attest:


Scott Ellis
Scott Ellis, Clerk

Board of County Commissioners of
Brevard County, Florida (Owner)

By: Jim Barfield
Jim Barfield, Chairman

Date: JUL 12 2016

Seal

As approved by the Board on:

September 28, 2015

Adams Robinson Enterprises, Inc.
Contractor

Date: May 27, 2016

By: David Miller
(Printed Name)

Signature: David Miller

Title: CFO

(Seal)



Reviewed for legal form and content:

David Miller
(Assistant) County Attorney

(* In the event that the Contractor is a Corporation, there shall be attached to the Contract a certified copy of a resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf.

CERTIFICATE

STATE OF Ohio

COUNTY OF Montgomery

I HEREBY CERTIFY that a meeting of the Board of Directors of Adams Robinson Enterprises, Inc., a Corporation under the laws of the State of Kentucky, held on December 31, 2015, the following resolution was duly passed and adopted:

“RESOLVED, that David Miller, as CFO ~~President~~ of the Corporation, be and he is hereby authorized to execute the Contract dated May 27, 2016, between BREVARD COUNTY, FLORIDA, and this Corporation, and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 27th day of May, 2016.



Secretary

Kimberly Adams-Connors



END OF SECTION

**UNANIMOUS WRITTEN CONSENT
OF THE DIRECTORS OF
ADAMS-ROBINSON ENTERPRISES, INC.**

The undersigned, being all of the Directors of **ADAMS-ROBINSON ENTERPRISES, INC.**, a Kentucky corporation (the "Corporation"), do hereby affirmatively vote for, consent to, and adopt the following resolution, effective as of January 1, 2016:

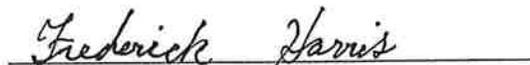
RESOLVED, that the following individuals are hereby authorized and directed to sign documents on behalf of the Corporation as required in the normal course of business or as directed by the President:

Michael Adams	-	President/CEO and Treasurer
Frederick Harris	-	Sr. Vice President and General Superintendent
M. Bradley Adams	-	V.P.- General Manager
Kimberly Adams-Connors	-	Corporate Secretary
David Miller	-	Chief Financial Officer
Thomas Jobe	-	Vice President Project Management
Kevin O'Brien	-	Vice President Estimating

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent as of the 31st day of December 2015.



Michael Adams, Director



Frederick Harris, Director



BOARD OF COUNTY COMMISSIONERS

A handwritten signature in black ink, appearing to be 'J. Helmer', located at the top center of the page.

Utility Services Department

2725 Judge Fran Jamieson Way

Building A, Room 213

Viera, Florida 32940

Inter-Office Memo

TO: Commissioner Jim Barfield, Chairman

FROM: James Helmer, Utility Services Director 

DATE: June 29, 2016

SUBJ: Execution of Utility Services CIP Construction Contract:
South Central Regional WWTF Expansion
Bid No. B-4-16-55

On September 28, 2015, the Brevard County Board of County Commissioners voted to approve the Capital Improvement Plan (CIP) as identified by Utility Services for Fiscal Year (FY) 2016, which included this project. In their meeting of November 19, 2015, the Review & Qualifications Committee pre-approved eight contractors as qualified to submit bids. After bids were opened for the project referenced above, Adams Robinson Enterprises, Inc., was confirmed to be the lowest responsive and responsible, pre-qualified bidder.

Accordingly, the contractor was asked to execute the original contract documents, provide the required performance and payment bonds, and provide insurance certificates fulfilling the contract requirements. The Risk Manager was then asked to review the insurance certificates for compliance. The County Attorney, prior to bid advertisement, had been asked to approve the contract for legal form and content. The approvals of both the Risk Manager and the County Attorney are documented on the attached copy of the Initial Contract Form.

Attached, please find five (5) original copies of the contract for the project. As required by Board Policy, the Assistant County Attorney has signed each original contract copy for verification. Please execute each original where indicated. Upon completion, please return all of the originals to this Department and we will forward them to the Clerk for attestation.

If you have any questions, please notify me at 633-2091. Thank you for your assistance.

Attachments



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

December 16, 2015

MEMORANDUM

TO: Stockton Whitten, County Manager

RE: Item II.C.2., Permission for Chairman to Execute the Capital Improvements Project (CIP) Contracts

The Board of County Commissioners, in regular session on December 15, 2015, authorized the Chairman to execute Contracts for Capital Improvements Projects that are approved as part of the annual budget and CIP plan awarded through the County's competitive bid process; and approved the Procurement Board Policy BCC-25. Enclosed is the fully-executed Board Policy for your action.

Your continued cooperation is always appreciated

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge; Deputy Clerk

/ds

Encl. (1)

cc: Central Services Director
Contracts Administration
Finance
Budget

SECTION 00500

CONTRACT

THIS CONTRACT, by and between the Brevard County, Florida Board of County Commissioners, a political subdivision of the State of Florida (hereinafter called the Owner), and W.P. Underground Utilities L.L.C., a Florida corporation doing business at 2475 Palm Bay Road, Suite 145, Palm Bay, Florida 32905 (hereinafter called the "Contractor").

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1.01 SCOPE OF THE WORK

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work shown on the Drawings and described in the Specifications entitled,

Lift Stations V-01 and V-02 Replacement

as prepared by Quentin L. Hampton Associates, Inc., acting as, and in the Contract Documents entitled, the Engineer, and shall do everything required by this Contract and the other Contract Documents.

1.02 THE CONTRACT SUM

- A. The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, as follows:
- B. Based upon the price shown in the Contractor's Bid heretofore submitted to the Owner, which Bid is a part of these Contract Documents, the aggregate amount of this Contract is the sum of Six Hundred Thirty Thousand Dollars (\$630,000).

1.03 COMMENCEMENT AND COMPLETION OF WORK

- A. The Contractor shall commence work within 10 calendar days after the start of the Contract Time identified on the Notice to Proceed.
- B. The Contractor shall prosecute the Work with faithfulness and diligence and shall complete the Work no later than 180 days after the date specified in the Notice to Proceed.

1.04 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that Contractor has carefully examined the surface of the site and has made sufficient reasonable test holes, or other surface and subsurface investigations and is fully satisfied that said site is a correct and suitable one for this work and Contractor assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the Owner than against the Contractor and Contractor's Surety.
- B. Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the Owner and such decision shall be final and binding upon all parties. If the ambiguity or uncertainty could have been identified during the Bidding process, such discrepancy or inconsistency shall not serve as a claim for additional time or money.
- C. It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the Owner, or by any agent or representative as being in compliance with the terms of this Contract or with the Drawings, and Specifications covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, or the Drawings and Specifications covering said work; and that the Owner may require the Contractor and Surety to strictly comply with this Contract and the Drawings and Specifications; and that the Owner may require the Contractor and the Surety to repair, replace, restore any and all of said work and materials which within a period of two years from and after the date of the acceptance of work are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to material or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. Failure on the part of the Contractor or Contractor's Surety, immediately after Notice to either repair or replace any such defective materials and workmanship shall entitle the Owner, if the Owner sees fit, to replace or repair the same and recover the reasonable cost of such replacement or repair from the Contractor and Surety who, shall in any event be jointly and severally liable to the Owner by reason of the Contractor's breach of this Contract or Contractor's failure to comply strictly with this Contract and with the Drawings and Specifications.

1.05 LIQUIDATED DAMAGES

- A. Both parties recognize that precise actual damages for delay are impossible to determine. The parties therefore agree to fix liquidated damages for delay in the Substantial Completion of the Project, as that term is more fully defined in Section 00700 of this Contract. **As a condition precedent to the issuance of the Notice to Proceed, a written addendum setting forth a reasonable date by which the Contractor must realize Substantial Completion shall be executed by the Contractor and the Owner. The reasonable Substantial Completion date set forth in the addendum shall be determined by the Owner's Engineer after consultation with the Contractor.**

On the Substantial Completion date, or such revised Substantial Completion date of the Project as may occur because of an authorized written Change Order of contract time for Substantial

Completion, all essential elements of the Project must be ready for their intended use. Therefore, the agreed upon liquidated damages for failure to substantially complete the essential elements of the Project by the Substantial Completion date shall be \$100.00 per day for each calendar day of delay in the Substantial Completion of the work, beyond the Substantial Completion date, up to but not including the date the Project is deemed substantially complete by the Owner's Engineer.

- B. The liquidated damages for delay in the completion or construction of non-essential elements of the Project after the date of Substantial Completion is fixed at \$75.00 per calendar day.
- C. Final completion must occur within 14 days after the Project is deemed substantially complete by the Owner's Engineer. The liquidated damages for delay of final completion of the Project beyond the established date are fixed at \$50.00 per calendar day.
- D. This liquidated damages clause applies only to delay claims arising out of the Contractor's failure to timely perform the work required under the Contract. Nothing in this liquidated damages provision shall be deemed to preclude the prosecution of a claim for actual damages involving defects in the work, breach of contract or any other claim for damages not involving a claim based solely on delay caused by the Contractor's untimely performance of the work.
- E. For each day that any part of the work remains uncompleted after the expiration of the time allowed for completion of the work stipulated in the Contract or as increased by an authorized written Change Order, the sum per day set forth in the applicable subparagraph A, B or C above, shall be deducted from any moneys due the Contractor, or if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the Surety, or from both. The amount of these deductions are to cover liquidated damages to the Owner incurred by additional and other expenses due to the failure of the Contractor to complete the work or any part of the work within the completion time specified in subparagraph A, B or C, whichever is applicable, and such deductions are not to be considered as penalties.

1.06 PARTIAL AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:

- A. The Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner's Engineer, pursuant to provisions of Section 219.70, Florida Statutes, Florida Prompt Payment Act, less five percent (5%) of the amount of such estimate which is to be retained by the Owner until all work has been performed strictly in accordance with this Contract and until such work has been accepted by the Owner. The Owner shall not be responsible for payment to the Contractor for delays.
- B. Upon receipt of the payment bond Surety's written consent to the release of final payment to the Contractor who has furnished and recorded a payment bond and after all guarantees that may be required in the specifications have been furnished and are found acceptable by the Owner, final payment on account of this Contract shall be made within twenty (20) days after completion by the Contractor of all work covered by this Contract and acceptance of such work by the Owner. If the payment bond surety serves a written revocation of consent to payment or a written direction

that the COUNTY withhold a specified amount from a payment, the COUNTY shall withhold from the final payment the amount specified by the payment bond Surety.

1.07 ADDITIONAL BOND

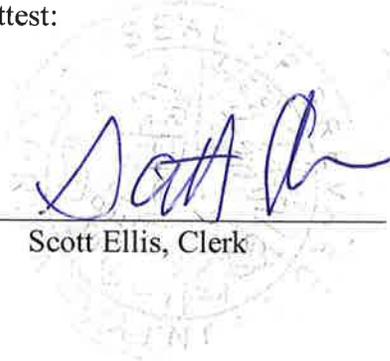
- A. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the Performance and Payment Bonds hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the Work, the Contractor shall, at Contractor's expense, and within three days after the receipt of Notice from the Owner to do so, furnish an additional bond or bonds, in such form and amount, and with such sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

1.08 CONTRACT DOCUMENTS

- A. The Contract Documents are those referenced in Section 00700 of the Contract in Article 1 entitled "Definitions", as set forth in the Instructions to Bidders, which may or may not be attached hereto, and such contract documents also include any approved and fully executed change or task orders. All of the above described contract documents are incorporated as a part of this Contract as if set forth in full herein.

IN WITNESS WHEREOF the parties hereto have executed this Contract on the dates indicated below:*

Attest:


Scott Ellis
Scott Ellis, Clerk

Board of County Commissioners of
Brevard County, Florida (Owner)

By: Jim Barfield
Jim Barfield, Chairman

Date: 11-3-15

Seal

As approved by the Board on:

November 3, 2015

W. P. Underground Utilities L.L.C.
Contractor

Date: 15 Feb 16

By: Henry W. Patten
(Printed Name)

Signature: Henry W. Patten

Title: President

Reviewed for legal form and content:

Jim [Signature]
(Assistant) County Attorney

(Seal)

(* In the event that the Contractor is a Corporation, there shall be attached to the Contract a certified copy of a resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf.

CERTIFICATE

STATE OF FLORIDA

COUNTY OF Brevard

I HEREBY CERTIFY that a meeting of the Board of Directors of W.P. Underground Utilities, a Corporation under the laws of the State of Florida, held on August 9, 2015, the following resolution was duly passed and adopted:

“RESOLVED, that Henry Warren Patten Sr., as _____ President of the Corporation, be and he is hereby authorized to execute the Contract dated November 3, 2015, between BREVARD COUNTY, FLORIDA, and this Corporation, and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 15 day of February, 2016.


Secretary

END OF SECTION



BOARD OF COUNTY COMMISSIONERS

Utility Services Department

2725 Judge Fran Jamieson Way
Building A, Room 213
Viera, Florida 32940

Inter-Office Memo

TO: Commissioner Jim Barfield, Chairman
FROM: James Helmer,  Utility Services Director
DATE: February 26, 2016
SUBJ: Execution of Utility Services CIP Construction Contract:
Lift Stations V-01 and V-02 Replacement- Bid No. B-4-16-36

On December 15, 2015, the Brevard County Board of County Commissioners, pursuant to Board Policy BCC-28, voted to allow staff to award future construction contracts to the apparent low bidder for future Capital Improvement Projects (CIP) as identified by Utility Services for Fiscal Year (FY) 2016. After bids were opened for the project referenced above, W.P. Underground Utilities LLC. was confirmed to be the lowest responsive and responsible, pre-qualified bidder.

Accordingly, the contractor was asked to execute the original contract documents, provide the required performance and payment bonds, and provide insurance certificates fulfilling the contract requirements. The Risk Manager was then asked to review the insurance certificates for compliance. The County Attorney, prior to bid advertisement, had been asked to approve the contract, and has now signed each original contract copy as required. The approvals of both the Risk Manager and the County Attorney are also documented on the attached copy of the Initial Contract Form.

Attached, please find five (5) original copies of the contract for the project. Prior to contract execution, this contract was approved by the County Attorney. Please execute each original where indicated. Upon completion, please return all of the originals to this Department and we will forward them to the Clerk for attestation.

If you have any questions, please notify me at 633-2091. Thank you for your assistance.

Attachments



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

December 16, 2015

MEMORANDUM

TO: Stockton Whitten, County Manager

RE: Item II.C.2., Permission for Chairman to Execute the Capital Improvements Project (CIP) Contracts

The Board of County Commissioners, in regular session on December 15, 2015, authorized the Chairman to execute Contracts for Capital Improvements Projects that are approved as part of the annual budget and CIP plan awarded through the County's competitive bid process; and approved the Procurement Board Policy BCC-25. Enclosed is the fully-executed Board Policy for your action.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

~~Tammy Etheridge~~, Deputy Clerk

/ds

Encl. (1)

cc: Central Services Director
Contracts Administration
Finance
Budget

INITIAL CONTRACT FORM

SECTION I

The following information must be completed on all new contracts submitted to the Board:

1. Contractor: W.P. Underground Utilities LLC	
2. Fund/Account #: 4157/365315	3. Division Name: Utility Services Department
4. Contract Description: Lift Stations V-01 and V-02 Replacement, Bid No. B-4-16-36	
5. Contract Monitor: Rose A. Lyons	6. Mail Stop #: 81
7. Dept/Office Director: James Helmer, Director	8. Class Code: ZCON
ACTION DATE:	ACTION REQUIREMENT:

SECTION II

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<u>X</u>	<u> </u>	<u></u>	<u>2/17/16</u>
Risk Management	<u>✓</u>	<u> </u>	<u></u>	<u>2/26/16</u>
County Attorney	<u>X</u>	<u> </u>	<u>see attached</u>	<u>11/03/2015</u>
User Agency	<u> </u>	<u> </u>	<u> </u>	<u> </u>

If any office denies approval, the package will be returned immediately to the User Agency.

NOTE: This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will then forward the Initial Contract Form to Contracts Administration and the contract will be entered into the Contract Monitoring System. This initial entry will generate an entry on your monthly contract report and the first report will always show a "Required Action" for the contract. See BC-20 for additional information.

Callard, Owen

From: Callard, Owen
Sent: Tuesday, February 16, 2016 11:49 AM
To: Callard, Owen
Cc: Helpling, Craig L
Subject: Lift Stations V-01 and V-02 Replacement - Contract for Review

Owen Callard
Construction Coordinator
Brevard County Utility Services
633-2089, ext. 56727

"Under Florida Law, email addresses are Public Records. If you do not want your e-mail address released in response to public record requests, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

From: Yuan, Diana
Sent: Tuesday, November 03, 2015 12:50 PM
To: Callard, Owen; Helpling, Craig L
Cc: Cummings, Cathleen
Subject: RE: Lift Station C-16 Rehabilitation - Contract for Review

Owen,

This contract is approved for legal form and content.

Thanks!

Diana E. Yuan, Esq.
Assistant County Attorney
Brevard County Attorney's Office
2725 Judge Fran Jamieson Way, Suite 308
Viera, FL 32940
Telephone: 321/633-2090
Fax: 321/633-2096
diana.yuan@brevardcounty.us

Please note: Florida has a very broad public records law. Most written communications to or from county employees regarding county business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

From: Callard, Owen
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Diana,

I apologize for previously not uploading the documents that I revised to the 'Callard' folder for the Lift Station V-01 and V-02 Replacement project. I modified Section 700 to show the language you provided below in black font. I uploaded the revised Section 700 to the 'Callard' folder for your review. Will you provide email confirmation that the Division 0 and Division 1 documents are approved for form and content or the is the email below to serve as confirmation?

Thank you,

Owen Callard
Construction Coordinator
Brevard County Utility Services
633-2089, ext. 56727

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Section 700 in the folder appears to be the old version. Also, I have modified the recommended changes slightly:

Section 700, 9.1.2 should read: Except as may be otherwise provided in the Agreement or elsewhere in the Contract Documents, all claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to the Agreement or the breach thereof will be decided in a court of competent jurisdiction ~~with the State in which the OWNER is located.~~ in and for Brevard County, Florida. **ANY TRIAL SHALL BE A NON-JURY TRIAL.**

Section 700, 16.5 should read: The Contract Documents shall be governed, ~~by the law of the place of the Project~~ interpreted, and construed according to the laws of the State of Florida, and **ANY TRIAL SHALL BE A NON-JURY TRIAL.**

Craig: I'm not sure if it is too late to make these changes to your contract (I was told this morning that we should highlight the non-jury trial language). If it's already out of your hands, don't worry about it, the language is in there and that's what counts. I apologize for any inconvenience.

Thanks!

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From: Callard, Owen
Sent: Monday, November 02, 2015 11:45 AM
To: Yuan, Diana; Helpling, Craig L
Cc: Cummings, Cathleen
Subject: RE: Lift Station C-16 Rehabilitation - Contract for Review

Diana,

I have made these changes to Section 700 of the Lift Stations V-01 and V-02 Replacement project that you are currently reviewing for our Department.

Thank you,

Owen Callard
Construction Coordinator
Brevard County Utility Services
633-2089, ext. 56727

From: Yuan, Diana
Sent: Wednesday, October 28, 2015 4:49 PM
To: Helpling, Craig L
Cc: Cummings, Cathleen; Callard, Owen
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Here are my comments for this contract:

Section 700, 9.1.2 should read: Except as may be otherwise provided in the Agreement or elsewhere in the Contract Documents, all claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to the Agreement or the breach thereof will be decided in a court of competent jurisdiction ~~with the State in which the OWNER is located.~~ in and for Brevard County, Florida.

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From: Knox, Scott L
Sent: Wednesday, October 21, 2015 10:59 AM
To: Yuan, Diana
Subject: FW: Lift Station C-16 Rehabilitation - Contract for Review

Diana:

Please review this standard utilities agreement.

Scott L. Knox, Brevard County Attorney
2725 Judge Fran Jamieson Way
Melbourne, FL 32940
(321) 633-2090

The State of Florida has a broad public records law and a request made under the authority of that Public Records law may require the disclosure and copying of any email sent to this office unless exempt, privileged or confidential under state law .

From: Helping, Craig L
Sent: Monday, October 19, 2015 9:48 AM
To: Knox, Scott L
Cc: Byrum, Diane; Callard, Owen
Subject: Lift Station C-16 Rehabilitation - Contract for Review

Mr. Knox;

This morning I placed 53 files in the County Attorney's Office Outlook public folder, under the subfolders 'CAO Contract Review' and 'Helping'. These files make up the front end sections of a new CIP project, Lift Station C-16 Rehabilitation, and have been modeled after our recent set of approved contract sections. This contract is now ready for your review and approval.

As usual, all but one of these files have been prepared with Microsoft Word. As encouraged by the Purchasing Services Office, our intent is to produce pdf files of all of these, after review and approval, so that electronic sets of the bid documents may be produced for distribution to prospective bidders.

Thanks for your assistance with this new contract. If the reviewer assigned this task has any questions, please ask them to contact me.

Craig Helping
Project Manager
Brevard County Utility Services

INITIAL CONTRACT FORM

SECTION I

The following information must be completed on all new contracts submitted to the Board:

1. Contractor: Hinterland Group, Inc.	
2. Fund/Account #: 4153/365310	3. Division Name: Utility Services Department
4. Contract Description: Lift Station C-16 Rehabilitation, Bid No. B-4-16-25	
5. Contract Monitor: Rose A. Lyons	6. Mail Stop #: 81
7. Dept/Office Director: James Helmer, Director	8. Class Code: ZCON
ACTION DATE:	ACTION REQUIREMENT:

SECTION II

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<u>X</u>	<u> </u>	<u><i>JSL</i></u>	<u>1/19/16</u>
Risk Management	<u>✓</u>	<u> </u>	<u><i>JH</i></u>	<u>2/9/16</u>
County Attorney	<u>X</u>	<u> </u>	<u>see attached</u>	<u>11/03/2015</u>
User Agency	<u> </u>	<u> </u>	<u> </u>	<u> </u>

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Brevard County Utility Services
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Brevard County Utility Services
633-2089, ext. 56727

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Cc: Byrum, Diane; Callard, Owen
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Thanks for your assistance with this new contract. If the reviewer assigned this task has any questions, please ask them to contact me.

Craig Helpling
Project Manager
Brevard County Utility Services



SCOTT ELLIS, Clerk of the Board, P.O. Box 1496, Titusville, Florida 32781-1496
www.brevardclerk.us

To: Stockton Whitten, County Manager

Subject: Approval of Major Contracts

Date: November 4, 2015

The Board Procurement Policy allows the County Manager to approve purchases up to \$100,000 while those purchases that exceed \$100,000 are to be approved by the Board of County Commissioners. An exception to the Board approval requirement is the County's capital improvements that are approved as part of the annual budget and CIP plan. The Clerk's Office strongly feels the Board should have final authority over the major contracts and approval should be reflected in the public minutes.

It has come to the Clerk's attention that departments have submitted contracts to the County Chairperson for formal signature and attestation by the Clerk, even though the individual contract was not submitted to the Board for approval on a regular consent agenda or new business item. An example is the attached \$18.4 million contract for the CDF South Landfill Cell 1 contract. The final page was the only document submitted to the Clerk's Office for signature based on the Board's approval of the Solid Waste Department's annual budget and assessment roll. The Clerk's Office does not consider approval of the annual budget and capital plan as formal approval of a multi-million dollar contract.

Unless future individual contracts are formally approved by the County Commissioners at a Board meeting and supported by a Board Memorandum acknowledging the specific contract awarded, Departments need to stop submitting these items to the Clerk to the Board. The Clerk's Office will only attest to contracts individually approved in a Board action.

Handwritten signature of Scott Ellis in black ink.

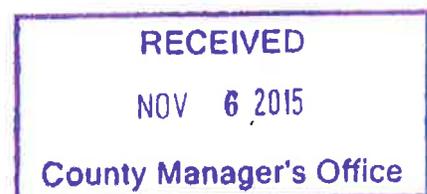
Scott Ellis
Clerk of Courts

Handwritten signature of Steve Burdett in black ink.

Steve Burdett
Finance Director

Enclosure

Cc: Tom Rosenburg, Budget Director
Frank Abbate, Assistant County Manager



POLICY

TITLE: PROCUREMENT

NUMBER: BCC-25
AMENDS: May 26, 2015
APPROVED: December 15, 2015
ORIGINATOR: Purchasing Services
REVIEW: December 15, 2018

I. OBJECTIVE

To specify Board directives for procurement activities. The intent of this policy is to clearly identify the authority levels for approval, award and payment and provide accountability for procurements.

II. DEFINITIONS AND REFERENCES

- A. **Bid:** A formal written and sealed response to a formal advertisement for specified requirements of \$50,000 or above in value. (R)
- B. **Open/Framework Purchase Order:** A purchase order under which a vendor agrees to provide goods or services to a purchaser on a demand or as needed basis; the purchase order generally establishes a maximum dollar limit, prices, terms, conditions, and the period covered, with no specified quantities; shipments are to be made as required by the purchaser. An open-end purchase order may be used as a release and encumbrance document to authorize an agency to order any predetermined amount from an open-end contract on an as-needed basis.
- C. **Capital Outlay Item:** Equipment with a value in excess of \$1000 and an expected life of more than one year such as automobiles, furniture, and computer equipment valued in excess of \$750. (R)
- D. **Change Order:** A written instrument issued on or after the effective date of the formal written contract or purchase order, which when duly executed by the County and contractor amends the contract documents to provide for changes in the work or in the provisions of the contract documents, or changes in contract price or contract time, or any combination thereof.
- E. **Competitive Negotiated Agreement:** Established price or schedule of prices based primarily on evaluation of performance, level of service and price by Committee review.
- F. **Consultant Agreements:** Professional services agreements governed by F.S. 287.055, "Consultants' Competitive Negotiation Act" and BCC-26, Acquisition of Consultant Professional Services.
- G. **Direct Payment Voucher System:** Accounts Payable Fast Entry system, which provides for prepayment of miscellaneous and minor expenses when a purchase order is not issued and vendor will not accept purchasing card.
- H. **Designees:** When used in this Policy, any title such as Board of County Commissioners, County Manager, or Department Director, is presumed to include that person's official designee as if the Policy read "Board of County Commissioners or designee." (R)
- I. **Contract:** Contract means all types of binding agreements, regardless of what they may be called, for the

procurement or disposal of supplies, services or construction.

- J. **Formal Quote:** A formal written and sealed response to a formal announcement for specified requirements of \$15,000 and less than \$50,000 in value. (R)
- K. **Lease:** A written contract by which one party (lessor) gives to another (lessee) the usage of tangible personal or real property for a specified time and for fixed payments. Under a straight lease, there is no accumulation of equity and no provision for the buyout of the leased property.
- L. **Lease Purchase:** A lease contract with terms providing for the option to transfer title during or at the end of the lease term.
- M. **Purchasing Card:** An accounts payable mechanism, which utilizes credit card infrastructure for the purchase of goods and/or services.
- N. **Proposal:** A formal written and sealed response to a solicitation (RFP) for a good and/or service for which the scope of work, specifications or contractual terms and conditions cannot reasonably be closely defined. Evaluation of a proposal may be based on prior established criteria wherein the RFP shall state the relative importance of price and other evaluation factors and/or criteria.
- O. **Purchase Order:** The County's document used to authorize a purchase transaction with a vendor, generally used for one-time purchases, which contains provisions for goods and/or services ordered, applicable terms as to payment, discounts, date or performance, transportation and other factors or conditions relating to the transaction. Acceptance of a purchase order by a vendor shall constitute a contract, except in instances in which a purchase order is used only as an internal encumbrance document.
- P. **Qualified Bidder or Proposer:** The best bidder or proposer who has the capability in all respects to fully perform the bid or RFP requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the bidder or proposer or its subcontractors' past performance for the Board, and any other information required by Board policies and Administrative Orders.
- Q. **Informal Quote:** Any telephonic, written or verbal offer by a vendor to furnish the County specific goods and/or services at a stated price, quantity, quality, and delivery timeframe up to \$15,000 in value. Telephonic or verbal quotes may be utilized for items less than \$1,000.00 in value. All informal quotes of \$1,000.00 up to \$15,000.00 shall be obtained in writing. All quotations shall be documented and retained by the user department/agency and referenced on all purchase requisitions.
- R. **Equipment Rental:** An agreement for temporary lease of equipment where total payments over the term of the agreement are \$5,000 or less and the term of the agreement is one year or less. There is no accumulation of equity and no provision for the buyout of the leased equipment.
- S. **Responsive Bidder or Proposer:** A bidder or proposer who has submitted a bid or proposal which conforms in all respects to the requirements of the bid package or request for proposal, including, but not limited to, submission of the bid or proposal on required forms with all required information, signatures, and notarizations at the place and time specified.
- T. **Service/Maintenance Agreements:** Contractual documents detailing specifications under which the vendor will provide maintenance/service to equipment in the possession of the County.
- U. **Sole Source/Proprietary Purchase:** Only known existing source for those procurements which meets the needs of the user department as determined by a reasonably thorough analysis of the marketplace. These purchases may include commodities and services affected by territorial distributorships, original equipment manufacturers and components; requirements to maintain a degree of continuity to the original or existing decor, equipment, or programs, and where an attempt to bid/quote could result in operational or functional inconsistency, or excessive delay.

- A. All requests for goods and/or services, and all purchases shall be for a public purpose and in accordance with this policy unless otherwise exempt under this policy.
- B. Materials or services shall be purchased by multiple-source competitive practices when available. Cooperative bidding, to include purchasing from State, and/or other authorized joint purchase agreements shall be used to reduce administrative costs for high use, consumable items.
- C. Purchasing cards will be assigned based on agency need and will be used to replace, when possible, the use of petty cash, direct payment fast entry vouchers and open/framework purchase orders.
- D. Small purchases of less than \$1000 cumulative total which are not covered under a bid agreement have no mandatory quotation or bid requirements. (R)
- E. Every effort shall be made to solicit at least three (3) responsive and qualified sources for purchasing thresholds referenced in this section. The requisitioning approval authority, award authority and payment approval authority based on annual cumulative amounts shall be according to the thresholds below. Splitting of requisitions to circumvent competition required at established thresholds is not allowed.
 - 1. \$1000 and up to \$25,000: Department Head via informal quote as defined in Section II.Q or via formal quote, as defined in Section II.J, solicited by Purchasing Services.. (R)
 - 2. Up to \$100,000: County Manager with recommendation for award from the user agency and Purchasing Manager or selection committee, as appropriate, via Formal Quote/Bid/Proposal.
 - 3. \$100,000 and above: Board of County Commissioners, with recommendation for award from the County Manager, user agency and Purchasing Manager, via Bid/Proposal/Competitive Negotiated Agreement, when not previously approved by the Board.
 - 4. Capital Outlay and Capital Improvements: The Budget Office will submit a detailed list of proposed capital outlay items and equipment to be included in the annual capital budget. This list will be reviewed and approved by the Board of County Commissioners during the public hearings on the annual Budget. Board approval of the Annual Budget and Capital Improvement Plan shall also serve as approval for County agencies to advertise formal solicitation of bids and proposals; and to award to the qualified bidder having the lowest, responsible and best bid for tangible items, capital improvement projects and/or equipment when funding is available and within the scope, goals and mission of the Board approved Annual Budget and Capital Improvements Plan. Because a qualified bidder with the lowest, responsible and best bid is generally entitled to an award of bid and an award of bid has been construed to constitute an enforceable agreement, this policy also constitutes authority for the Chair to sign the agreement(s) incorporated into the Request for Bid documents or Request for Proposal, provided that agreement has been reviewed and approved by the County Manager or his designee, and approved as to form and legal content by the County Attorney's Office.
 - 5. The Board must approve the financial terms of all agreements that 1] arise out of the acceptance of a request for proposal or 2] that are negotiated in accordance with the Consultant's Competitive Negotiation Act set forth in section 287.055, Florida Statutes or any successor statute thereto.
 - 6. For the purposes of section 125.17, Florida Statutes, this policy authorizes the Clerk to the Board to attest to any agreements executed by the Chair in accordance with the procedures set forth in subparagraphs 4 and 5 above.
 - 7. Approval for award by the proper authority shall act as authorization for the Purchasing Manager to release and sign a Purchase Order for the service or commodities awarded.
- F. Advertising Requirements: An advertisement shall be published once in a newspaper of general paid circulation which is published at least five (5) days a week in the County. The advertisement shall appear at least twenty-one (21) days prior to the last day set for the day of opening. The County Manager upon recommendation by the Purchasing Manager, may shorten the twenty-one (21) day requirement to not less than seven (7) days, based on such factors as emergency need, availability of competition, amount of the

acquisition, etc. Other publications may be used in addition to this requirement to reach selected markets. When warranted, the County Manager upon recommendation by the Purchasing Manager, may authorize advertisement, regardless of the dollar amount of the acquisition, to gain additional competition that may result in lower pricing and overall cost savings to the County.

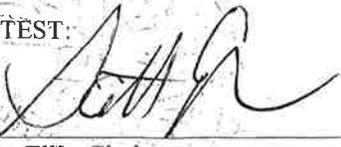
- G. Announcement Requirements: A formal announcement shall include posting of the solicitation in various publicly accessible locations and sending the announcement to all vendors who have expressed an interest in providing those goods and services requested.
- H. In addition to other requirements as may be outlined in this policy, when not previously authorized Board approval is necessary on the following:
 - 1. Waiver of or exemption from bid requirements such as permission to purchase, or permission to quote, when the dollar amount is \$100,000 or above.
 - 2. Awards when the staff recommendation is protested by vendor(s) with standing to protest.
 - 3. Sole or proprietary source, GSA Information Technology Contracts, State Contract or other cooperative agreement procurements, as recommended by the County Manager, if \$100,000 or above.
 - 4. Awards involving a formal contract, if not expressly asked for in the original permission to bid, or not approved via the Capital Improvement Plan, including, but not limited to, such contracts as service or maintenance agreements, awards on proposals and competitive negotiated agreements, and rentals, where the award is \$100,000 or above and all other requirements are met. The award of the bid by the Board is sufficient for execution of the contract by the Chairman.
 - 5. Standardization, when determined to be more cost effective and in the best interest of the County, when \$100,000 or above. Standardization of materials, equipment, and/or services shall not be used as a means to circumvent the County's established competitive procurement practices.
 - 6. Rejection of all submitted bids or proposals \$100,000 or above.
- I. The County Manager may approve the above actions within his/her approval authority and below.
- J. The County Manager may approve awards involving a formal contract within his/her approval authority and below. This includes, but is not limited to, service or maintenance agreements, awards on proposals, and competitive negotiated agreements and consultant agreements. Change orders to construction contracts shall follow BCC-27, Construction Contracts.
- K. Should the lowest formal bidder or quoter prove to be non-responsive to the bid specifications or non-qualified in any manner, such as financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability, which are all necessary to insure good faith performance, the Purchasing Manager, in conjunction with the user agency recommendation, shall reject the bid or quote and award to the next lowest responsive and qualified bidder or quoter. Appropriate documentation will be maintained in the official record. Any bidder, with standing to protest such a rejection, shall be afforded the right to appear before the Board of County Commissioners, as per the protest procedures outlined in the Purchasing Manual. Formal reporting to the Board or County Manager, as applicable, of rejected bids or quotes will be made on an annual basis.
- L. Should less than three formal bids or quotes be obtained, the County Manager the Purchasing Manager and user agency shall determine the reason for lack of competition and maintain documentation in the official record. Formal reporting to the Board or the County Manager, as applicable, will be made on an annual basis.
- M. The following are exempt from formal advertised bid requirements; however, a competitive environment shall be maintained where feasible:
 - 1. Emergency purchases as approved by the Board, County Manager to correct health or safety hazards or causes interruption of essential governmental service and are deemed in the best interest of the County. Those \$100,000 or above will be reported to the Board for ratification after-the-fact
 - 2. Acquisition of land and/or space requirements (purchase, lease or rental.)
 - 3. Purchases utilizing GSA IT Technology/State/Cooperative agreements.
 - 4. Sole Source or Proprietary purchases.
 - 5. Media Materials (books and film.)

6. Service or Maintenance Agreements provided by the original equipment manufacturer (OEM), or an authorized service representative(s), if not other viable alternatives are available as determined by the Purchasing Manager and user agency. When repairs/services to existing equipment may not be available, nor provided by OEM, or authorized service representatives, such orders will be placed with a repair service center(s) as may be selected by the County based on factors such as cost, experience, service capabilities, stock inventory, personnel qualifications, locale, like-unit replacement during repair, and financial stability as evidenced by trade references, audited financial statements, etc., as determined by the Purchasing Manager and user agency. The acquisition of service/maintenance agreements shall comply with the acquisition requirements stated previously.
 7. Usage of In-County resources, such as Roadways and Landscaping services for parking lot improvements.
 8. Acquisition of vehicles and equipment via surplus auction.
 9. Property and Liability Insurance, when recommended by the Human Resources Director due to insurance market conditions, and/or when delay of obtaining coverage could increase the County's risk.
 10. The Purchase of or payment for utility services, including but not limited to water and sewer, electric, telephone, etc.
- N. Acquisition of minor audio/video media, periodicals, small book orders, subscriptions, renewal memberships (as per Policy BCC-11), stamps, arts and crafts materials, software, and small miscellaneous recreation materials, less than \$1000 in value, and approved for a public purpose, are to be processed by means of County Finance Department's "Fast Entry Invoice Direct Payment Voucher" or Purchasing Card systems as appropriate.
- O. Lease or lease purchase of tangible personal or real property is authorized, consistent with Florida Statute 125.031, upon Board approval, regardless of dollar amount. Authority is delegated to the County manager to approve and authorize equipment rentals necessary for continuation of daily operations or completion of projects with total payments of \$50,000 or less over the term of the rental agreement and the term of the rental agreement does not exceed one year. Authority is delegated to the head of the user agency to approve and authorize equipment rentals with total payments of \$5,000 or less over the term of the rental agreement. (R)
- P. The County Manager, upon recommendation from the user agency, will determine mandatory attendance at pre-solicitation conferences, using complexity of the solicitation, availability of competition and dollar amount as guidelines.
- Q. On all solicitations, the County Manager, upon recommendation by the Risk Manager, will establish insurance requirements based on exposure to loss. Specifically, Builder's Risk will not be required for:
1. Renovation projects under \$50,000 except where requested by the Risk Manager. (Renovation Projects would not include any new above ground structures.)
 2. Projects involving below ground structures except where requested by the Risk Manager based on exposure to loss.
 3. Projects under \$35,000 where the construction is for new above ground structures and where the contractor has agreed in writing to be responsible for any losses occurring during construction
- R. The County Manager shall establish procedures for the processing of procurement requests consistent with this Policy. A Purchasing Manual shall be developed to provide guidance for the completion of procurement processes necessary to ensure compliance with established policy and Administrative Orders.
- S. Contract Administration
1. All contracts shall be administered, as may be applicable, in accordance with Board Policy BCC-26, Acquisition of Consultant Professional Services; BCC-27, Construction Contracts; and Administrative Order AO-29, Contract Administration or as amended.
 2. All contract change orders, amendments, addenda and task orders shall be administered and authorized, as may be applicable, in accordance with Board Policy BCC-27, Construction Contracts; and Administrative Order AO-29, Contract Administration.

IV. RESERVATION OF AUTHORITY

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

ATTEST:



Scott Ellis, Clerk



Jim Barfield, Chairman
Brevard County, Florida
Board of County Commissioners
Approved by the Board, on December 15, 2015

POLICY

TITLE: PROCUREMENT

NUMBER: BCC-25
AMENDS: May 26, 2015
APPROVED: December 15, 2015
ORIGINATOR: Purchasing Services
REVIEW: December 15, 2018

I. OBJECTIVE

To specify Board directives for procurement activities. The intent of this policy is to clearly identify the authority levels for approval, award and payment and provide accountability for procurements.

II. DEFINITIONS AND REFERENCES

- A. **Bid:** A formal written and sealed response to a formal advertisement for specified requirements of \$50,000 or above in value. (R)
- B. **Open/Framework Purchase Order:** A purchase order under which a vendor agrees to provide goods or services to a purchaser on a demand or as needed basis; the purchase order generally establishes a maximum dollar limit, prices, terms, conditions, and the period covered, with no specified quantities; shipments are to be made as required by the purchaser. An open-end purchase order may be used as a release and encumbrance document to authorize an agency to order any predetermined amount from an open-end contract on an as-needed basis.
- C. **Capital Outlay Item:** Equipment with a value in excess of \$1000 and an expected life of more than one year such as automobiles, furniture, and computer equipment valued in excess of \$750. (R)
- D. **Change Order:** A written instrument issued on or after the effective date of the formal written contract or purchase order, which when duly executed by the County and contractor amends the contract documents to provide for changes in the work or in the provisions of the contract documents, or changes in contract price or contract time, or any combination thereof.
- E. **Competitive Negotiated Agreement:** Established price or schedule of prices based primarily on evaluation of performance, level of service and price by Committee review.
- F. **Consultant Agreements:** Professional services agreements governed by F.S. 287.055, "Consultants' Competitive Negotiation Act" and BCC-26, Acquisition of Consultant Professional Services.
- G. **Direct Payment Voucher System:** Accounts Payable Fast Entry system, which provides for prepayment of miscellaneous and minor expenses when a purchase order is not issued and vendor will not accept purchasing card.
- H. **Designees:** When used in this Policy, any title such as Board of County Commissioners, County Manager, or Department Director, is presumed to include that person's official designee as if the Policy read "Board of County Commissioners or designee." (R)
- I. **Contract:** Contract means all types of binding agreements, regardless of what they may be called, for the

procurement or disposal of supplies, services or construction.

- J.. **Formal Quote:** A formal written and sealed response to a formal announcement for specified requirements of \$15,000 and less than \$50,000 in value. (R)
- K. **Lease:** A written contract by which one party (lessor) gives to another (lessee) the usage of tangible personal or real property for a specified time and for fixed payments. Under a straight lease, there is no accumulation of equity and no provision for the buyout of the leased property.
- L. **Lease Purchase:** A lease contract with terms providing for the option to transfer title during or at the end of the lease term.
- M. **Purchasing Card:** An accounts payable mechanism, which utilizes credit card infrastructure for the purchase of goods and/or services.
- N. **Proposal:** A formal written and sealed response to a solicitation (RFP) for a good and/or service for which the scope of work, specifications or contractual terms and conditions cannot reasonably be closely defined evaluation of a proposal may be based on prior established criteria wherein the RFP shall state the relative importance of price and other evaluation factors and/or criteria.
- O. **Purchase Order:** The County's document used to authorize a purchase transaction with a vendor, generally used for one-time purchases, which contains provisions for goods and/or services ordered, applicable terms as to payment, discounts, date or performance, transportation and other factors or conditions relating to the transaction. Acceptance of a purchase order by a vendor shall constitute a contract, except in instances in which a purchase order is used only as an internal encumbrance document.
- P. **Qualified Bidder or Proposer:** The best bidder or proposer who has the capability in all respects to fully perform the bid or RFP requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the bidder or proposer or its subcontractors' past performance for the Board, and any other information required by Board policies and Administrative Orders.
- Q. **Informal Quote:** Any telephonic, written or verbal offer by a vendor to furnish the County specific goods and/or services at a stated price, quantity, quality, and delivery timeframe up to \$15,000 in value. Telephonic or verbal quotes may be utilized for items less than \$1,000.00 in value. All informal quotes of \$1,000.00 up to \$15,000.00 shall be obtained in writing. All quotations shall be documented and retained by the user department/agency and referenced on all purchase requisitions.
- R. **Equipment Rental:** An agreement for temporary lease of equipment where total payments over the term of the agreement are \$5,000 or less and the term of the agreement is one year or less. There is no accumulation of equity and no provision for the buyout of the leased equipment.
- S. **Responsive Bidder or Proposer:** A bidder or proposer who has submitted a bid or proposal which conforms in all respects to the requirements of the bid package or request for proposal, including, but not limited to, submission of the bid or proposal on required forms with all required information, signatures, and notarizations at the place and time specified.
- T. **Service/Maintenance Agreements:** Contractual documents detailing specifications under which the vendor will provide maintenance/service to equipment in the possession of the County.
- U. **Sole Source/Proprietary Purchase:** Only known existing source for those procurements which meets the needs of the user department as determined by a reasonably thorough analysis of the marketplace. These purchases may include commodities and services affected by territorial distributorships, original equipment manufacturers and components; requirements to maintain a degree of continuity to the original or existing decor, equipment, or programs, and where an attempt to bid/quote could result in operational or functional inconsistency, or excessive delay.

- A. All requests for goods and/or services, and all purchases shall be for a public purpose and in accordance with this policy unless otherwise exempt under this policy.
- B. Materials or services shall be purchased by multiple-source competitive practices when available. Cooperative bidding, to include purchasing from State, and/or other authorized joint purchase agreements shall be used to reduce administrative costs for high use, consumable items.
- C. Purchasing cards will be assigned based on agency need and will be used to replace, when possible, the use of petty cash, direct payment fast entry vouchers and open/framework purchase orders.
- D. Small purchases of less than \$1000 cumulative total which are not covered under a bid agreement have no mandatory quotation or bid requirements. (R)
- E. Every effort shall be made to solicit at least three (3) responsive and qualified sources for purchasing thresholds referenced in this section. The requisitioning approval authority, award authority and payment approval authority based on annual cumulative amounts shall be according to the thresholds below. Splitting of requisitions to circumvent competition required at established thresholds is not allowed.
 - 1. \$1000 and up to \$25,000: Department Head via informal quote as defined in Section II.Q or via formal quote, as defined in Section II.J, solicited by Purchasing Services.. (R)
 - 2. Up to \$100,000: County Manager with recommendation for award from the user agency and Purchasing Manager or selection committee, as appropriate, via Formal Quote/Bid/Proposal.
 - 3. \$100,000 and above: Board of County Commissioners, with recommendation for award from the County Manager, user agency and Purchasing Manager, via Bid/Proposal/Competitive Negotiated Agreement, when not previously approved by the Board.
 - 4. Capital Outlay and Capital Improvements: The Budget Office will submit a detailed list of proposed capital outlay items and equipment to be included in the annual capital budget. This list will be reviewed and approved by the Board of County Commissioners during the public hearings on the annual Budget. Board approval of the Annual Budget and Capital Improvement Plan shall also serve as approval for County agencies to advertise formal solicitation of bids and proposals; and to award to the qualified bidder having the lowest, responsible and best bid for tangible items, capital improvement projects and/or equipment when funding is available and within ~~original~~the scope, goals and mission of the Board approved Annual Budget and Capital Improvements Plan. Because a qualified bidder with the lowest, responsible and best bid is generally entitled to an award of bid and an award of bid has been construed to constitute an enforceable agreement, this policy also constitutes authority for the Chair to sign the agreement(s) incorporated into the Request for Bid documents or Request for Proposal, provided that agreement has been reviewed and approved by the County Manager or his designee, and approved as to form and legal content by the County Attorney's Office.
 - 5. The Board must approve the financial terms of all agreements that 1] arise out of the acceptance of a request for proposal or 2] that are negotiated in accordance with the Consultant's Competitive Negotiation Act set forth in section 287.055, Florida Statutes or any successor statute thereto.
 - 6. For the purposes of section 125.17, Florida Statutes, ¶this policy authorizes the Clerk to the Board to attest to any agreements executed by the Chair in accordance with the procedures set forth in subparagraphs 4 and 5 above.
 - 7. Approval for award by the proper authority shall act as authorization for the Purchasing Manager to release and sign a Purchase Order for the service or commodities awarded.
- F. Advertising Requirements: An advertisement shall be published once in a newspaper of general paid circulation which is published at least five (5) days a week in the County. The advertisement shall appear at least twenty-one (21) days prior to the last day set for the day of opening. The County Manager upon recommendation by the Purchasing Manager, may shorten the twenty-one (21) day requirement to not less

than seven (7) days, based on such factors as emergency need, availability of competition, amount of the acquisition, etc. Other publications may be used in addition to this requirement to reach selected markets. When warranted, the County Manager upon recommendation by the Purchasing Manager, may authorize advertisement, regardless of the dollar amount of the acquisition, to gain additional competition that may result in lower pricing and overall cost savings to the County.

- G. Announcement Requirements: A formal announcement shall include posting of the solicitation in various publicly accessible locations and sending the announcement to all vendors who have expressed an interest in providing those goods and services requested.
- H. In addition to other requirements as may be outlined in this policy, when not previously authorized Board approval is necessary on the following:
 - 1. Waiver of or exemption from bid requirements such as permission to purchase, or permission to quote, when the dollar amount is \$100,000 or above.
 - 2. Awards when the staff recommendation is protested by vendor(s) with standing to protest.
 - 3. Sole or proprietary source, GSA Information Technology Contracts, State Contract or other cooperative agreement procurements, as recommended by the County Manager, if \$100,000 or above.
 - 4. Awards involving a formal contract, if not expressly asked for in the original permission to bid, or not approved via the Capital Improvement Plan, including, but not limited to, such contracts as service or maintenance agreements, awards on proposals and competitive negotiated agreements, and rentals, where the award is \$100,000 or above and all other requirements are met. The award of the bid by the Board is sufficient for execution of the contract by the Chairman.
 - 5. Standardization, when determined to be more cost effective and in the best interest of the County, when \$100,000 or above. Standardization of materials, equipment, and/or services shall not be used as a means to circumvent the County's established competitive procurement practices.
 - 6. Rejection of all submitted bids or proposals \$100,000 or above.
- I. The County Manager may approve the above actions within his/her approval authority and below.
- J. The County Manager may approve awards involving a formal contract within his/her approval authority and below. This includes, but is not limited to, service or maintenance agreements, awards on proposals, and competitive negotiated agreements and consultant agreements. Change orders to construction contracts shall follow BCC-27, Construction Contracts.
- K. Should the lowest formal bidder or quoter prove to be non-responsive to the bid specifications or non-qualified in any manner, such as financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability, which are all necessary to insure good faith performance, the Purchasing Manager, in conjunction with the user agency recommendation, shall reject the bid or quote and award to the next lowest responsive and qualified bidder or quoter. Appropriate documentation will be maintained in the official record. Any bidder, with standing to protest such a rejection, shall be afforded the right to appear before the Board of County Commissioners, as per the protest procedures outlined in the Purchasing Manual. Formal reporting to the Board or County Manager, as applicable, of rejected bids or quotes will be made on an annual basis.
- L. Should less than three formal bids or quotes be obtained, the County Manager the Purchasing Manager and user agency shall determine the reason for lack of competition and maintain documentation in the official record. Formal reporting to the Board or the County Manager, as applicable, will be made on an annual basis.
- M. The following are exempt from formal advertised bid requirements; however, a competitive environment shall be maintained where feasible:
 - 1. Emergency purchases as approved by the Board, County Manager to correct health or safety hazards or causes interruption of essential governmental service and are deemed in the best interest of the County. Those \$100,000 or above will be reported to the Board for ratification after-the-fact
 - 2. Acquisition of land and/or space requirements (purchase, lease or rental.)
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 6. Service or Maintenance Agreements provided by the original equipment manufacturer (OEM), or an authorized service representative(s), if not other viable alternatives are available as determined by the Purchasing Manager and user agency. When repairs/services to existing equipment may not be available, nor provided by OEM, or authorized service representatives, such orders will be placed with a repair service center(s) as may be selected by the County based on factors such as cost, experience, service capabilities, stock inventory, personnel qualifications, locale, like-unit replacement during repair, and financial stability as evidenced by trade references, audited financial statements, etc., as determined by the Purchasing Manager and user agency. The acquisition of service/maintenance agreements shall comply with the acquisition requirements stated previously.
 7. Usage of In-County resources, such as Roadways and Landscaping services for parking lot improvements.
 8. Acquisition of vehicles and equipment via surplus auction.
 9. Property and Liability Insurance, when recommended by the Human Resources Director due to insurance market conditions, and/or when delay of obtaining coverage could increase the County's risk.
 10. The Purchase of or payment for utility services, including but not limited to water and sewer, electric, telephone, etc.
- N. Acquisition of minor audio/video media, periodicals, small book orders, subscriptions, renewal memberships (as per Policy BCC-11), stamps, arts and crafts materials, software, and small miscellaneous recreation materials, less than \$1000 in value, and approved for a public purpose, are to be processed by means of County Finance Department's "Fast Entry Invoice Direct Payment Voucher" or Purchasing Card systems as appropriate.
- O. Lease or lease purchase of tangible personal or real property is authorized, consistent with Florida Statute 125.031, upon Board approval, regardless of dollar amount. Authority is delegated to the County manager to approve and authorize equipment rentals necessary for continuation of daily operations or completion of projects with total payments of \$50,000 or less over the term of the rental agreement and the term of the rental agreement does not exceed one year. Authority is delegated to the head of the user agency to approve and authorize equipment rentals with total payments of \$5,000 or less over the term of the rental agreement. (R)
- P. The County Manager, upon recommendation from the user agency, will determine mandatory attendance at pre-solicitation conferences, using complexity of the solicitation, availability of competition and dollar amount as guidelines.
- Q. On all solicitations, the County Manager, upon recommendation by the Risk Manager, will establish insurance requirements based on exposure to loss. Specifically, Builder's Risk will not be required for:
1. Renovation projects under \$50,000 except where requested by the Risk Manager. (Renovation Projects would not include any new above ground structures.)
 2. Projects involving below ground structures except where requested by the Risk Manager based on exposure to loss.
 3. Projects under \$35,000 where the construction is for new above ground structures and where the contractor has agreed in writing to be responsible for any losses occurring during construction
- R. The County Manager shall establish procedures for the processing of procurement requests consistent with this Policy. A Purchasing Manual shall be developed to provide guidance for the completion of procurement processes necessary to ensure compliance with established policy and Administrative Orders.
- S. Contract Administration
1. All contracts shall be administered, as may be applicable, in accordance with Board Policy BCC-26, Acquisition of Consultant Professional Services; BCC-27, Construction Contracts; and Administrative Order AO-29, Contract Administration or as amended.
 2. All contract change orders, amendments, addenda and task orders shall be administered and authorized, as may be applicable, in accordance with Board Policy BCC-27, Construction Contracts; and Administrative Order AO-29, Contract Administration.

IV. RESERVATION OF AUTHORITY

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

ATTEST:

| _____
Scott Ellis, Clerk

| _____
~~Robin Fisher~~ Jim Barfield, Chairman
Brevard County, Florida
Board of County Commissioners
Approved by the Board, on ~~May 26~~ December 15, 2015