



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Public Hearing

D.9.

9/8/2020

### Subject:

Adoption of Budgets for FY 2020-2021 for Certain Districts and Programs

### Dept/Office:

Budget Office

### Requested Action:

It is recommended that the Board of County Commissioners adopt the budgets for the districts and programs listed below.

### Summary Explanation and Background:

The following budgets must be adopted on or before September 15, 2020. If there are no objections or requests for individual discussion, these items may be approved with one motion.

<u>Description</u>	<u>FY 2020-2021 Budget</u>
<ul style="list-style-type: none"><li>• Solid Waste Management Department Brevard County Code of Ordinances specify that on or before September 15 of each year, an annual budget shall be adopted for the Solid Waste Management</li></ul>	\$118,895,334
<ul style="list-style-type: none"><li>• Stormwater Utility Brevard County Code of Ordinances specify that on or before September 15 of each year, an annual budget shall be adopted for the Stormwater Utility Operations and CIP</li></ul>	\$39,874,034
<ul style="list-style-type: none"><li>• Fire Rescue Operations Assessment Brevard County Code of Ordinances specify that on or before September 15 of each year, an annual budget shall be adopted for Fire Rescue Operations</li></ul>	\$25,765,051
<ul style="list-style-type: none"><li>• Melbourne-Tillman Water Control District A resolution adopting the budget tentatively approved at the August 25, 2020 public hearing is attached</li></ul>	\$4,293,717

### Clerk to the Board Instructions:

Maintain for records retention



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

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Kimberly.Powell@brevardclerk.us

September 9, 2020

**M E M O R A N D U M**

TO: Jill Hayes, Budget Office Director


RE: Item D.9., Resolution Adopting Budgets for FY 2020-2021 for Certain Districts and Programs

The Board of County Commissioners, in special session on September 8, 2020, adopted Resolution No. 20-103, adopting the budgets of Solid Waste Management Department, Stormwater Utility, Fire Rescue Operations Assessment, and Melbourne-Tillman Water Control District. Enclosed is a fully-executed Resolution.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

  
Kimberly Powell, Clerk to the Board

Encl. (1)

cc: County Manager  
Tax Collector  
Finance

RESOLUTION NO. 2020- 103

A RESOLUTION TO ADOPT A FINAL OPERATING BUDGET FOR THE MELBOURNE-TILLMAN WATER CONTROL DISTRICT PURSUANT TO CHAPTERS 165 AND 200, FLORIDA STATUTES, AUTHORIZING THE BOARD OF COUNTY COMMISSIONERS TO ADOPT THE FINAL BUDGET FOR FISCAL YEAR 2020-2021 AND PROVIDING FOR AN EFFECTIVE DATE.

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WHEREAS, Chapters 86, 165 and 200, Florida Statutes, as amended, require that the Board of County Commissioners of Brevard County, Florida, adopt a resolution establishing an operating budget for the Melbourne-Tillman Water Control District for the ensuing fiscal year; and

WHEREAS, the Board of County Commissioners of Brevard County, Florida, advertised its intent to adopt an annual budget;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, that:

1. This Resolution is hereby adopted under the provisions of Chapters 86, 165 and 200, Florida Statutes, as amended.
2. The Board of County Commissioners, Brevard County, Florida, as taxing authority for the Melbourne-Tillman Water Control District, does hereby adopt a final operating budget, as presented and amended at the public hearing held on August 25, 2020, for the fiscal year beginning October 1, 2020, and ending September 30, 2021, in the amount of \$4,293,717.

3. A certified copy of this Resolution shall be filed with the Property Appraiser and the Tax Collector of Brevard County, Florida, and the Department of Revenue of the State of Florida.

4. This Resolution shall take effect immediately upon its adoption.

DONE, ORDERED AND ADOPTED, THIS 8th DAY OF SEPTEMBER, A.D., 2020.

ATTEST:

  
\_\_\_\_\_  
Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA

By:   
\_\_\_\_\_  
Bryan Lober, Chair

As approved by the Board on September 8, 2020



## **SOLID WASTE MANAGEMENT PROGRAM BUDGET – FY 2020-2021**

Chapter 94, Brevard County Code, provides that on or before the fifteenth day of September, the Board shall hold a public hearing to adopt the budget for the Operation and Maintenance of the Solid Waste Management System, and the Solid Waste Collection and Recycling program for the ensuing County fiscal year.

It is recommended that the Board of County Commissioners adopt the Solid Waste Management Program's FY 2020-2021 budget for the Operation and Maintenance of the Solid Waste Management System and the Solid Waste Collection and Recycling programs.

### **FISCAL IMPACT:**

Annual Solid Waste Management Program's FY 2020-2021 Budget:

Operation and Maintenance of the Solid Waste Management System	\$ 96,180,024
Solid Waste Collection and Recycling Programs	\$ 22,715,310
Total	\$ 118,895,334

**BREVARD County**  
BOARD OF COUNTY COMMISSIONERS

**FLORIDA'S SPACE COAST**

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

Telephone: (321) 637-2001  
Fax: (321) 264-6872  
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September 9, 2020

**MEMORANDUM**

**TO:** Jill Hayes, Budget Office Director

**RE:** Item D.9., Resolution Adopting Budgets for FY 2020-2021 for Certain Districts and Programs

The Board of County Commissioners, in special session on September 8, 2020, adopted Resolution No. 20-103, adopting the budgets of Solid Waste Management Department, Stormwater Utility, Fire Rescue Operations Assessment, and Melbourne-Tillman Water Control District. Enclosed is a fully-executed Resolution.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

  
Kimberly Powell, Clerk to the Board

Encl. (1)

cc: County Manager  
Tax Collector  
Finance

**SOLID WASTE MANAGEMENT DEPARTMENT  
FISCAL YEAR 2020-2021 CAPITAL IMPROVEMENTS PROGRAM**

<b>Program Name</b>	<b>Description</b>	<b>Funding Source</b>	<b>Total Cost</b>
Disposal	U.S. 192 Site	Assessments	\$5,824,557
Disposal	Titusville Transfer Station	Assessments, Impact Fees	\$4,000,000
Disposal	South Landfill Expansion Cell 2	Assessments, Impact Fees	\$5,250,000
Disposal	Sarno Road Transfer Station Solar Panels	Assessments	\$400,000
Disposal	South Landfill Expansion Gas Header	Assessments	\$2,500,000
Disposal	Multi-Use Education Facility	Assessments	\$410,000
Disposal	Mockingbird Way Mulching Facility Expansion	Assessments	\$700,000
<b>Total Funded For Department</b>			<b>\$19,084,557</b>

## **Task Order No. 21-4**

**THIS TASK ORDER NO. 21-4**, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA (the "County") and NEEL-SCHAFFER, INC. (the "Consultant"; "Engineer"), amending that certain Agreement (the "Agreement") between the parties dated February 26, 2021.

### **WITNESSETH**

**WHEREAS**, the Consultant has been selected by the County to provide consulting services to the County in the area of solid waste management in accordance with the provisions of Section 287.55, Florida Statutes, including services relating to the economic and efficient operation of the solid waste management system and the making of capital improvement to that system; and

**WHEREAS**, the County has submitted applications and supporting documentations to the Florida Department of Environmental Protection (FDEP) to obtain a permit to construct and operate South Landfill Cell-2 disposal area at the Central Disposal Facility (CDF); and

**WHEREAS**, the FDEP Construction Permit will require specific Construction Quality Assurance (CQA) activities and reporting to be included in the Certification of Completion of Construction for approval prior to permitting the operation of the new disposal area in accordance with the Florida Administrative Code (FAC) Chapter 62-701; and

**WHEREAS**, the Solid Waste Management Plan, as adopted by the Board of County Commissioners, includes the funding for the design and construction of the Cell-2 disposal area expansion; and

**WHEREAS**, the County has completed planning, design and preparation of construction bid documents necessary to advertise and select a qualified contractor for construction of the CDF-South Landfill Cell-2 disposal area;

**WHEREAS**, the County is in the process of obtaining the FDEP permits necessary for construction and operation CDF-South Landfill Cell-2 disposal area; and

**WHEREAS**, the Consultant has experience in landfill construction contract administration, and preparation of FDEP documents for certifications of proper installation of the disposal areas liner system; and

**WHEREAS**, the County desires the Consultant to provide general engineering services during construction and administration of construction contract for South Landfill Cell-2; and

**WHEREAS**, the County desires to amend the Agreement between the parties.

**NOW THEREFORE**, in consideration of premises and mutual promises and conditions contained herein, it is mutually agreed between the parties as follows:

**SECTION 1. SCOPE OF SERVICES**, the Scope of Services agreed to be performed by the Consultant pursuant to the continuing Agreement is hereby amended to include the services set forth in Exhibit "A", attached hereto.

**SECTION 2. COMPENSATION**, compensation shall be in accordance with "Section 3. COMPENSATION" of the continuing Agreement. The Consultant shall be paid a not-to-exceed amount of one Million Five Hundred Ninety-eight Thousand and Nine-Hundred Ninety-four Dollars (\$1,598,994) for engineering services provided as set out in Exhibits "B-1 and B-2", attached to this Task Order.

**SECTION 3. CONTINUING EFFECT OF THE AGREEMENT**, except as otherwise provided herein, the Agreement shall remain in full force and effect.

**SECTION 4. TIME FOR PERFORMANCE**: Consultant shall complete the work required in this Task Order within **80 weeks** after the County issues a Notice to Proceed.


IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day and year first above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA



Rachel M. Sadoff  
Clerk of Courts



Commissioner Rita Pritchett, Chair  
as approved by the Board on September 8, 2020

ATTEST:

NEEL-SCHAFER, INC.



Ed Everitt, Sr. Vice-President



By: \_\_\_\_\_  
Ron Beladi, Vice-President

SEAL



**Exhibit "A"**  
**Scope of Engineering Consulting Services**  
**General Engineering Services during Construction**  
**Construction of Cell 2 South Landfill**  
**Central Disposal Facility**  
**Solid Waste Management Department**  
**Brevard County, Florida**

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**I. Purpose & Background**

The County is in the process of obtaining a permit from the Florida Department of Environmental Protection (FDEP) for construction and operation of Cell-2 Class I disposal area at the Central Disposal Facility (CDF). Cell-2 South Landfill covers approximately 40-acres located adjacent and contiguous with Cell-1 in the CDF-South Landfill. The design, permitting and construction bid plans have been prepared by other Engineers (the "Design Engineer") for the County who will continue to assist the County during bidding for selection of a construction contractor, and address possible design related changes during construction.

The purpose of this Task Order is for Neel-Schaffer (the "Engineer; Consultant") to assist the County administer the construction contract with the selected contractor, and to provide engineering services for independent Construction Quality Assurance (CQA) for geomembrane liner installation as required by the FDEP permit, and visit the project site to perform construction inspections, issue clarifications, full-time resident construction representative during critical construction activities, and prepare certification of completion of construction of Cell-2 for FDEP to permit Class I disposal operations.

The project includes:

- Construction oversight of the construction of the Cell-2 with permitted bottom lining system in accordance with FDEP construction permit requirements, leachate collection and transmission system, landfill gas piping, primary and secondary stormwater system and other expansions and improvements.
- Perform Construction Quality Assurance testing and full-time observations during critical construction activities such as liner installation, leachate collection and transmission system, and preparation of certification of completion of construction documents for FDEP approval.

The Consultant's scope of services during construction, as described below in detail, includes general engineering program management, project tracking, schedule control, CQA, materials testing and full time on-site observation services during critical construction activities, certification of completion to the regulatory agencies, and coordination with the Contractor and the Design Engineer, County project team, landfill operations staff, and other on-site projects, Landfill Gas-to-Energy (LFGTE) operations, and the regulatory agencies.

These engineering services are based on the assumption that overall construction period from the date of pre-construction conference to acceptance and final completion of construction will be 480 calendar days. The overall project from Notice-to-Proceed through final certifications and permit for operation by FDEP is estimated to be 85-weeks.

## **II. Scope of Services**

### **Task A—General Engineering Services during Construction**

The Engineer will provide general engineering services during construction of CDF-SPL Cell-2 Landfill Liner project (the "Cell-2 Project"). The Engineer will be assisted by a construction planning and scheduling firm, geotechnical and materials testing firm, construction management firm and environmental firm. The engineering services for this Task are described in detail in the following subtasks. The subconsultants' proposals are included in this Task Order as Attachments.

This project is for the construction of bottom liner, leachate collection and removal systems, leachate pump station and transmission piping, landfill gas transmission headers surrounding the disposal area, associated stormwater management system expansion and extension of cell and perimeter roads. There is no existing wetland impacted in this construction project.

#### **Subtask A.1—Program Management & Contract Administration**

The Engineer will act as the County's representative providing engineering, contract management, and administrative services required for the construction project during the construction period. This will include the following:

- The Engineer will coordinate communications between the Contractor(s) and the County. On behalf of the County, the Engineer will administer the construction contract, responding to Contractor's correspondence, and issuing instructions from the County. The budget for this activity is based on the durations stated in Project Schedule and the anticipated level of effort necessary to coordinate communications.
- The Engineer will assist the County Project Manager and the CQA RPR, as needed, to coordinate the Contractor's construction-related activities with the Solid Waste Operations' staff including traffic maintenance by the Contractor to eliminate any disruption of solid waste operations traffic, and other coordination with the Solid Waste Operation staff.
- The Engineer will coordinate, meet and communicate construction and contractor issues with the County's Project Manager and prepare draft responses for County review and approval and keep the County's Project Manager informed.
- The Engineer will notify FDEP in writing of the start of Construction, and when necessary, will coordinate, schedule and attend periodic site reviews with FDEP personnel.
- Prepare and attend special meetings with the Contractor, his subcontractors and the County representatives as requested by County for coordination and monitoring of the critical stages or milestones for each phase of the construction.
- Maintenance of document control files with correspondence, reports, daily logs, progress reports, testing results pertaining to the construction contract.
- Coordinate the efforts and activities of the testing companies, review test results for conformance with project requirements, and notify the Contractor and County of non-conforming work.
- Coordinate and monitor the efforts and activities of the Subconsultants.



#### **Subtask A.2—Pre-construction Conference**

The Engineer will schedule, attend and conduct a pre-construction conference for the Cell 2 Construction project. The Engineer will prepare a notice of meeting and transmit to the County and Contractor. The Engineer will prepare an agenda prior to the conference, prepare meeting summaries, and record County decisions and directions to the Contractor after the conference is complete, and transmit the meeting summaries to all attendees.

The Contractor will be required to attend the pre-construction conference with a preliminary project schedule and a preliminary submittal log of shop drawings. The Engineer will review the Contractor's project schedule and note corrections or modifications necessary and return to the Contractor for finalization. The Engineer will review the Contractor's preliminary submittal log for completeness in accordance with the contract documents. The Engineer will note any corrections or modifications necessary and return to the Contractor for finalization.

#### **Subtask A.3—Shop Drawing Review**

The Engineer will establish a Sharefile electronic submittal site for duration of the project to accept and process on all submittals. The Sharefile site will be accessible by the Contractor, County PM and the Engineer's team. The Engineer will review shop drawings and O&M manuals submitted by the Contractor for construction of Cell-2 Project. These totals are inclusive of any review performed, whether it is a submittal or re-submittal. The Engineer will coordinate with the Contractor and County Project Manager during the shop drawing review to resolve issues and process shop drawings in the allocated time. Activities for this task include maintaining a submittal log/record, reviewing shop drawings, determining the acceptability of substitute materials proposed by the Contractor, providing review comments, transmitting approved copies of shop drawings to County Project Manager, County RPR, the CQA Consultant and the Contractor. If it helps to move the project forward, the Engineer will schedule Team Meeting conferences with the Contractor and his Materials Suppliers to discuss review comments and resolutions. The Engineer will maintain a shop drawing submittal processing summary log and will provide updated summary log at construction progress meetings.

#### **Subtask A.4— Site Visits and Specialty Meetings**

The Engineer will make periodic site visits and conduct specialty meetings at appropriate stages of construction as mutually agreed between the Engineer and the County to observe the overall progress and quality of the executed work of the Contractor and to determine in general if such work is proceeding in accordance with the contract documents, construction plans & specifications, and construction schedules. During such visits, and on the basis of such observations, the Engineer will correspond with the County regarding any concerns regarding the quality and progress of the executed work.

#### **Subtask A.5—Field Technical Assistance/Issue Clarifications**

The Engineer will provide general technical information, additional data or drawings to the Contractor to resolve unforeseen conditions encountered during construction, provide responses to Contract Clarifications and Interpretations Requests (CCIR) from the Contractor, respond to Contractor's requests for information, and make site visits to evaluate specific problems or unusual circumstances which may arise. The Engineer, on behalf of the County, may also issue CCIRs for clarifications. The Engineer will review draft responses with the County and will issue the final responses for interpretations and clarifications and prepare drawings as necessary

during construction for use by the Contractor. The Engineer will have the authority, as County's representative, to require special inspections and/or testing of the work; act as initial interpreter of the requirements of the Contract Documents and the acceptability of the work performed by the Contractor. The Engineer will assist the County Project Manager to seek guidance and interpretation of the design from the Design Engineer, when warranted, to prepare response to CCIR issues.

The Engineer will prepare and process Request for Proposals (RFP) and maintain a change in contract summary log. The Engineer will advise the County of potential claims of County and Contractor relating to the acceptability of the work or the requirements of the contract documents pertaining to the execution and progress of the work.

#### **Subtask A.6—Conduct Weekly Construction Progress Meetings**

The Engineer will conduct construction progress meetings with the Contractor, the County Project Manager, and the County RPR at the construction field office. The construction progress meetings will be held bi-weekly during light construction activities and weekly during heavy construction activities as determined by the County and Engineer during construction. Construction progress meetings will be held bi-weekly during the initial period of light construction activity, and weekly meetings during intense period as directed by the County Project Manager. The meetings will be in person at the site or cyber as warranted.

For each meeting, the Engineer will prepare a meeting agenda and distribute to attendees. The construction progress meetings will be to review Contractor's progress during the previous week, work items for the coming week, coordination between different contractors on-site, coordinate with Solid Waste Operation staff, discuss and resolve construction activity issues, material testing scheduling, and other project related issues. Representatives from materials testing firm, manufacturers of equipment, as well as Solid Waste Operations staff will be invited, when necessary, to attend the weekly construction meeting in order to facilitate communication and coordination between the parties.

The Engineer's Project Manager, TPR/Site Engineer, and the CQA RPR will attend construction progress meetings or other specialty meetings as otherwise scheduled with the Contractor and County. Other members of the Engineer's team, such as design engineers, technical staff and construction technician will be invited to attend as necessary. The Engineer's CQA Consultant will attend construction progress meetings during the period when they are providing services. The Engineer's Construction Management Consultant (CMS) will attend or visit the site, as a minimum, monthly to receive the Contractor's progress schedule and observe the progress. The Engineer's CMS will attend pre-construction meeting and other on-site meetings as deemed by the Engineer to be necessary.

Following each construction progress meeting, the Engineer will prepare draft meeting summaries, and submit to the County, Contractor, other attendees and involved parties for review and comment. Wording of the final meeting summaries will be approved at the next construction progress meeting and final copies will be distributed to the County, Contractor, other attendees and involved parties.

#### **Subtask A.7--Review Progress Schedules and Assist with Processing of Pay Requests**

The Engineer's CMS will have responsibility under supervision of the Engineer for reviewing the Contractor's initial construction schedule and monthly updates. The Engineer in conjunction with

the CMS will assist the County with the processing of monthly pay requests. The CMS will compare the project status indicated by the progress schedule to the payment amount requested by the Contractor and make a recommendation through the Engineer to the County, in writing, regarding the appropriateness of the pay request. The Engineer's opinion will be based on periodic observations, weekly progress meetings, information provided by the County's RPR, and review of data accompanying the pay request including stored materials lists.

The CMS will review monthly schedule update submittals by the Contractor and coordinate with the Contractor to receive complete information. The Engineer shall prepare monthly reports of the schedule review and submit to the Contractor upon review and approval by the County.

The CMS will attend Monthly Progress Meetings with the County and Contractor to discuss schedule updates and pay request applications. The Engineer's Project Manager and CMS will attend schedule review meetings to discuss and coordinate schedule and scheduling issues with the County and Contractor.

#### **Subtask A.8—Change Orders**

A Change Order is required whenever there is a change in the Work as defined by the Contract Documents that result in a change in the Contract Amount and/or the Contract Time. The Engineer will provide services in connection with change orders to the construction contract to reflect changes or deletions requested by the County. The budget for this task is for up to two (2) Change Orders during the construction period and one (1) final change order for the Cell-2 construction contract. The Engineer will prepare change order forms. It is anticipated that each Change Order will address multiple RFPs

This work task does not include analysis and evaluation of claims asserted by Contractor(s), negotiations and dispute resolutions with the Contractor, or redesigning requested by the regulatory agencies or Contractor(s). For the purpose of this Task Order, a claim is described as a request by the Contractor to change the Contract that is not in response to an Owner initiated Request for Proposal.

#### **Subtask A.9—Substantial and Final Inspections**

The Engineer will conduct a substantial completion inspection to determine if the Project is substantially complete. The substantial completion inspections will include observing each component of project construction, including the base grading, bottom liner system construction, leachate collection and removal system, the primary and secondary storm water management system, Cell-2 perimeter ditches and access, gas headers, leachate pump station and transmission, electrical works and PICS system and associated items. The Engineer and County will jointly generate a "punch list" following the Substantial Completion inspection.

The Engineer will coordinate throughout the correction period as the punch list items are corrected. The Engineer will conduct a Final Inspection of each component of the construction project performed by the County's Contractor to determine if the work is complete in accordance with the requirements of the Contract Documents.

The Engineer will notify the County, in writing, the results of each Substantial Completion inspection and corrective actions required by the Contractor for the project to be considered Substantially Complete. Based on the satisfactory results of the Final Inspection, the Engineer will recommend, in writing, final payment to the Contractor for Final Completion of Cell-2

Construction Contract and give written notice to the County and the Contractor that the work is acceptable.

#### **Subtask A.10—Record Drawings**

The Engineer will obtain certified as-built drawings from the Contractor (and the Contractor's licensed surveyor) for construction. The County will provide a complete AutoCAD file of the native original design and bid document files for Engineer's use during this project. The Engineer will use the Design engineer's AutoCAD files and the as-built survey from the Contractor to assemble and prepare Record Drawings. The Engineer will coordinate throughout the construction period to review up to date as-built drawings. However, the Engineer will not perform any survey or separate engineering field services during construction activities to verify the accuracy of the as-built records received from the Contractor.

The Engineer will submit one (1) set of reproducible Record Drawings, two (2) set of computer disks containing the Record Drawings in pdf and AutoCAD format with a directory of contents. Additional copies of signed and sealed drawings will be provided to the regulatory agencies for the FDEP certification of completion of construction.

### **Task B—Technical Support Services during Construction**

The County has requested the Engineer to provide full-time Technical Project Representation (TPR) for the Cell-2 Construction. The duties and responsibilities of the TPR are addressed in this section of this Task. The Engineer may also provide a part-time TPR on an as needed basis, upon written request by the County Project Manager, to supplement the full-time TPR during critical construction periods.

#### **Subtask B.1—Document Control and Clerical Services**

The Engineer will provide document control and clerical services for the Cell-2 construction project. These services will include:

- Providing general administrative support for the Project Manager, Project Engineer and RPR.
- Receiving CCIR's, RFI's, RFPs, and proposals, and distributing them to the appropriate staff for logging, review and processing.
- Receiving Shop Drawings and Administrative Submittals and transmitting the submittals to the appropriate staff for logging, distribution, review and processing.
- Maintaining office files including correspondence, meeting agendas and minutes, shop drawings and submittals, reports, daily logs, progress reports, testing results, etc., pertaining to the construction contract.

For budgeting purposes, 560 hours have been allocated for administrative services during the project as detailed in Exhibit B. Performance and timing of the work will be as required by the demands of the project but shall not exceed the hours budgeted without consent of the County.

#### **Subtask B.2—Laboratory Testing Services**

The Engineer will coordinate with TRI-Environmental Laboratory to provide general liner testing services as needed during construction. A specific scope of work and fee estimate will be prepared for each work assignment under this subtask and submitted to the County Project

Manager. Services and associated compensation for TRI under this task is limited to a budget. Copies of TRI invoices will be included with the Engineer's monthly invoices as a direct expense.

#### **Subtask B.3—Full-Time Technical Project Representation (TPR) Services**

The Engineer will provide full-time Technical Project Representation during the Cell-2 construction to observe the Contractor's construction and to verify that the Project is constructed in accordance with the conformed plans and specifications. The Engineer's representative(s) designated for this field observation will be considered the Engineer's TPR. The TPR will be on-site during critical construction periods and perform, and complete the following activities and services:

- Attend meetings with the County and Contractor, such as weekly and monthly progress meetings, pre-installation or specialty conferences and other project-related meetings.
- Coordinate his duties with the County's Project Manager and assist with the on-site observations of the work in progress to determine if the work is, in general, proceeding in accordance with the Contract Documents.
- Report to the Engineer's Project Manager, RPR, and County's Project Manager whenever TPR believes that any work is unsatisfactory, faulty or defective; does not conform to the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test or approval required to be made. The TPR will advise the Engineer's Project Manager and County's Project Manager of work that should be corrected or rejected; uncovered for observation; or requires special testing, inspection or approval.
- Coordinate the efforts and activities of the CQA Consultant's RPR and review test results.

The Engineer's TPR services will be performed full-time during intensive construction activities including dewatering system installation, liner subgrade preparation activities, liner system installation, leachate collection/removal system, perimeter landfill gas piping and condensate force main, and related stormwater controls. The TPR will be on-site when simultaneous construction activities are occurring, or to assist the CQA's RPR in monitoring compliance or other activities of this construction project as requested by the County. For budgeting purposes, it has been assumed that TPR hours will be 40-hours per week for a period of 40 weeks.

If requested by the County, the Engineer may also provide a part-time TPR on an as needed basis, upon written request by the County Project Manager, to supplement the full-time TPR during critical construction periods. Performance and timing of the part-time TPR work will be as required by the demands of the project but shall not exceed the hours budgeted for this task without consent of the County.

#### **Subtask B.4—Observe Performance and Start-Up Testing**

The Engineer will provide personnel during construction to observe performance and start-up testing of pumps, sumps, other equipment and systems as required by the Contract Documents. Where specialized experience or expertise is needed, the Engineer will schedule the appropriate personnel to observe the testing. Test procedures for removable pumps will include starting and running the pump according to normal test procedure, removing and re-installing the pump, and then starting and running the pump again according to normal test procedure.

## **Task C—Additional Engineering Services during Construction**

The Engineer will provide additional Engineering services in accordance with FDEP rules and regulations and in compliance with the Cell-2 construction permit conditions so that the construction is performed consistent with the permit to obtain Certification of Completion of Construction.

### **Subtask C.1—Provide Construction Materials Testing and QA/QC Monitoring**

The Engineer will provide the services of a materials testing laboratory to perform field and laboratory materials testing during construction and provide monitoring of quality assurance/quality control documentation for the geosynthetic clay layers, HDPE liner, and composite drainage net system installations in accordance with the Construction Quality Assurance Plan, Contract Documents and FDEP Construction permits. The following field and laboratory testing activities will be required to be performed for the liner system under this task:

- Monitor and document implementation of the QA/QC Plans
- Soil gradation tests, proctor tests, Atterberg tests, permeability tests associated with the liner system
- Conduct friction angle test of proposed materials, if needed
- Conduct testing on the Geosynthetic Clay Layer materials
- Conduct geomembrane destructive and non-destructive testing
- Conduct testing on drainage net and composite drainage net materials
- Observe and monitor non-destructive testing by the Geomembrane Installer
- Observe installation of the geomembrane liner according to CQA plan
- Observe installation of protective layer over the liner according to CQA plan
- Conduct field and laboratory conformance testing on geomembrane
- Review of Manufacturer's Quality Control Certificates for the geomembrane
- Conduct field and laboratory granular fill testing
- Conduct field compaction testing associated with the liner system
- Conduct field and laboratory concrete testing
- Conduct field and laboratory asphalt testing

The field and laboratory testing are based on requirements of the permitted CQA document. Detailed descriptions and frequencies of field and laboratory testing during construction are included in the CQA Subconsultant's Proposal attached. The duties of the CQA's RPR are listed under the Assumptions paragraph in this Task Order.

### **Subtask C.2—Prepare Construction Quality Assurance Report for FDEP**

The results of the Construction Quality Assurance (CQA) Testing will be documented in a Construction Quality Assurance Report to be submitted to FDEP along with other requirements for the Certification of Completion of Construction for the project. The CQA Subconsultant will have primary responsibility for preparation of the Construction Quality Assurance Report and will sign and seal the report.

This Report will include a summary of documented control program of the geomembrane installation, QA/QC testing locations and various testing procedures, and the results of laboratory analyses as well as other permit requirements for Construction Quality Assurance Report. The Engineer will submit the draft report to the County for review and comments. The Engineer will incorporate County's comments into the final report, submit the final signed and sealed document to FDEP in compliance with the construction permit and as part of the Certification of Completion of Construction process.

For this permit, the Engineer will prepare FDEP form for completion of construction of a solid waste disposal facility and submit along with the final signed and sealed CQA document and other required data and documentations to certify Completion of Construction for Cell-2 project.

The Engineer will notify FDEP of construction completion, and in accordance with the Permit(s) conditions will coordinate and schedule formal site visit by the regulatory agency personnel after the submittal of the Certification document.

The Engineer will attend a site visit meeting with FDEP and conduct a walk-through of the construction projects with FDEP personnel. The Engineer will respond to FDEP requests for additional information regarding the Certification of Construction Completion.

## **Task D—Miscellaneous Engineering Services**

### **Subtask D.1—Install Groundwater Monitoring Wells**

The Construction plans include construction of twelve (12) new groundwater monitoring wells and two LFG probes as part of Cell-2 construction. The Engineer will obtain the signed and sealed well completion reports from the contractor and will be prepared required documents for submittal to FDEP in accordance with permit requirements. It is assumed, has coordinated with FDEP, as part of permitting, to establish the well depths and screen lengths for each proposed monitoring well. The Engineer will coordinate with FDEP during review process. No sampling and laboratory analysis of the background groundwater quality is included in this scope of work.

### **Subtask D.3—Quantitative Gopher Tortoise Survey**

This task will be authorized by the County Project Manager if there are evidence of Gopher tortoise presence in the construction site prior to any construction activity. The Engineer will provide the services of an Ecological Subconsultant to perform a quantitative gopher tortoise (GT) survey and to re-locate gopher tortoises, if present within the proposed construction area. Due to length of time it takes to perform the initial survey and obtain permit from the Florida Fish and Wildlife Conservation Commission (FWC) Non-game Wildlife Program, this work will be performed, if needed and authorized by the County Project Manager, prior to issuance of Notice-to-Proceed to the Contractor. If, as a result of the survey, it is determined there are no gopher tortoise on the project site, the scope of work for the Ecological Subconsultant to perform this subtask will be limited to the initial survey and County will not be invoiced for work that was not needed. The survey will include:

- Conduct a 100% coverage quantitative survey of suitable gopher tortoise (*Gopheris polyphemus*) habitat within the proposed Cell 2 construction area following the guidelines provided within the Florida Fish and Wildlife Conservation Commission (FWC) Non-game Wildlife Program Technical Report No. 4 and Appendix 4 of the FWC's Gopher Tortoise Permitting Guidelines (January 2017).

- Qualitative (visual) surveys for other listed species will be conducted during gopher tortoise survey.
- Review existing databases from the Service and the FWC for the presence of federal and state listed plant and animal species, including requesting a database search from the FWC for the presence of the Southern Bald Eagle on-site or within a one-mile radius of the project area.

The Ecological Subconsultant will prepare a summary report detailing the findings of the gopher tortoise survey and the qualitative survey for other listed species. The Ecological Subconsultant will provide an electronic copy of the final report to the County.

If gopher tortoises are present in the construction area, Ecological Subconsultant will obtain a Recipient Site Agreement from an FWC permitted recipient site for off-site gopher tortoise relocations in accordance with FWC permit guidelines. Upon receipt of the FWC permit, the Ecological Subconsultant will be responsible for the off-site relocation of up to five (5) gopher tortoises within the impacted construction area in accordance with FWC permit conditions prior to initiating construction activities. County will be responsible for payment of the recipient site fee for the re-located gopher tortoises.

The Ecological Subconsultant's scope of services are included as an attachment to this Task Order.

### **Assumptions**

- The Engineer is not responsible for and has not participated in the design, permitting and preparation of construction documents. As such, Neel-Schaffer, Inc. is not considered a "Successor Engineer" to the Design Engineer as defined by the Florida Statutes. Neel-Schaffer, Inc. makes no representation, express or implied, with respect to the project's design and expressly disclaims any responsibility or liability for the project's design. Neel-Schaffer will act as Engineer-of-Record for construction of this project solely for the purpose of the FDEP permits obtained by others and will prepare the certification for completion of construction based on the requirements of the construction permit.
- If as a result of a CCIR during construction or other site conditions, there is any changes in the design which may affect the permit, the County Project Manager will inform the Design Engineer for concurrence with the change.
- The Engineer will not answer questions, respond to RFIs, conduct negotiations, or provide direction to the Contractor without the concurrence of the County's Project Manager.
- Certain portions of the scope of services are to be provided on an as needed basis and require written authorization from the County Project Manager. These services, which include services related to GT survey, part-time TPR services during critical construction periods, or other engineering services during construction requested to be provided due to unforeseen conditions, are limited by the estimated man-hours and corresponding task budgets. The County Project Manager will request in writing, if needed, to provide these services. The individual task budgets can be utilized for other activities during the project as approved by the County Project Manager provided the total authorized project budget is not exceeded.
- The laboratory testing cost and CQA Consultant services is estimated based on previous projects. The County will only be invoiced for the services provided. If the funds authorized in this task order is not fully used, the budget for this task will be reduced by the unused manhours. If during project, the estimated authorized cost is projected to be depleted prior



to completion of project the budget, the Engineer will notify the County for additional authorization.

- Record drawings will be prepared, in part, on the basis of information compiled and furnished by the Contractor, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Engineer is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings. Engineer will reasonably rely upon the accuracy, and completeness of the information/data provided by the County or other third parties.
- The Engineer and County's Project Manager will jointly generate and formalize a "punch list" following the Substantial Completion inspection.
- The CQA's RPR and the Engineer's TPR will:
  - Conduct onsite observations of the work in progress to determine that the project is proceeding in general conformance with the Contract Documents and that completed work will conform to the Contract Documents.
  - Report work that is observed to be unsatisfactory, faulty, or defective; does not generally conform to the Contract Documents; has not been stored in accordance with the manufacturer's recommendations, been damaged; or does not meet the requirements of inspections, tests, or approvals required to be made. Advise the County's Project Manager and the Engineer when work should be corrected, rejected, uncovered for observation, or requires special testing or inspection.
  - Maintain a set of redlined "as-built drawings" and review the accuracy of Contractor's "as-built drawings" at least once each month. The RPR's and TPR's redlined "as-built drawings" and the Contractor's redlined "as-built drawings" will be used by the Engineer to prepare Record Drawings and the Record Drawings will be marked as such.
  - Maintain a Daily Log of the Contractors activities including, but not limited to, date, work starting and ending times; weather conditions; site conditions; personnel and equipment on site and in use; activities being performed; QA/QC testing performed; potential problems; material deliveries; data relative to questions, extras, and/or deductions; and other pertinent issues or activities.
  - Record names, addresses and telephone numbers of contractors, subcontractors and major suppliers of equipment and material.
  - Coordinate the efforts and activities of the QA/QC testing companies, review test results for conformance with project requirements, and notify the Contractor and County of non-conforming work for all QA/QC testing that is not specifically assigned to the Engineer under this Task Authorization.
  - Coordinate with the Engineer's Project manager regarding the Contractor's interactions with the landfill operations staff including, but not limited to, coordination of the Contractor's traffic maintenance to eliminate any disruption of landfill traffic.
  - Attend pre-construction conference, weekly construction meetings, pre-installation conferences and other site meetings, as needed.
- The presence or duties of Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make Engineer or Engineer's personnel in any way

responsible for those duties that belong to County and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

- Engineer and Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Engineer's own personnel.
- The presence of Engineer's personnel at a construction site is for the purpose of providing the County a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.
- Engineer will take necessary precautions for the safety of its employees on the Project, and shall comply with all applicable provisions of federal, state and municipal safety laws to prevent accidents or injury to its personnel on, about or adjacent to the Project site. Engineer, however, shall not be responsible for the elimination or abatement of safety hazards created or otherwise resulting from work at the site carried on by County or its employees, agents, construction contractors or tenants. County agrees to cause its employees, agents, construction contractors and tenants to abide by and fully adhere to all applicable provisions of federal, state and municipal safety laws and regulations. The above provision shall not relieve Engineer's subconsultants of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with all applicable provisions of relevant laws. Engineer shall at no time take title, risk of loss or ownership of the hazardous materials or wastes. The County recognizes that Engineer assumes no risk and/or liability for hazardous materials encountered while performing any services associated with such hazardous waste.
- Change Orders to the construction contract are periodic compilation of additions or deletions requested by the County from the Contractor including changes approved by the County as a result of RFP's from the Contractor. Contractor requested changes in the value or time of the Contract, which are not as a result of County requested RFP's and are not approved by the County are considered Claims.
- Claims negotiation and dispute resolution, as well as, arbitration, litigation, expert witness and/or other activities involving additional parties are specifically excluded from this Scope of Services.
- Results quantitative gopher tortoise survey are valid for a maximum of 90 days, after which a follow-up survey will be necessary. Fee for follow-up survey is not included in this scope of services.

**EXHIBIT B-1**

Task	Project Director/Officer	Project Manager	Sr. Project Engineer	Project Engineer	Staff Engineer/ Resident Const. Rep (TPR)	Certified Resident Const. Rep (TPR)	Field Technician (Assist TPR)	Sr. Technician/Sr. Designer	Project Technician/ Designer	Technician/ Drafting	Admin Manager	Admin Asst/ Clerk	Total Man-Hours	Total Labor Estimated Fees	ODC		Total Estimated Fee
															Estimated Subcontract Direct Expenses		
Task A- General Services During Construction	1352	1637	525	572	849	120	44	56	10	46	32	58	5301	\$ 820,857.00	\$ 81,073.00	\$	901,930.00
Task B- Technical Support Services During Construction	0	8	60	16	24	2000	24	0	0	0	560	8	2700	\$ 294,440.00	\$ 312,540.00	\$	606,980.00
Task C- Additional Engineering Services During Construction	24	66	60	32	64	64	40	0	0	0	88	0	438	\$ 54,044.00	\$ 12,000.00	\$	66,044.00
Task D- Miscellaneous Services During Construction	2	8	4	12	16	0	8	0	0	0	0	0	50	\$ 6,070.00	\$ 17,970.00	\$	24,040.00
Total Labor Man-Hour Estimates	1378	1719	649	632	953	2184	116	56	10	46	680	66	9489	\$ 1,175,411.00	\$ 423,583.00	\$	1,598,994.00
Total Estimated Fee																	\$1,598,994.00
TOTAL NOT-TO-EXCEED FEE																	

**EXHIBIT B-2**  
**SCHEDULE OF ALLOCATED MANHOURS & COMPENSATION**  
**General Engineering Services during Construction**  
**Construction of Cell 2 South Landfill**  
**Central Disposal Facility**  
**Solid Waste Management Department**  
**Brevard County, Florida**

Activity	Project Director/ Office	Project Manager	Sr. Project Engineer	Project Engineer	Staff Engineer	Certified Resident Construction Inspector (CIRI)	Field Technician (Minimum 10%)	Sr. Technician/ Designer	Project Technician/ Designer	Technician/ Drafting	Admin. Manager	Admin. Asst. Central	Man-hours for Activity
<b>General Labor Rates</b>	\$250	\$160	\$154	\$118	\$101	\$113	\$25	\$108	\$65	\$65	\$65	\$65	\$35
<b>Task A - General Services During Construction</b>													
Subtask A.1 - Program Management	332	124	28	44	1	32	8	8	10	6	8	0	621
Subtask A.2 - Pre-construction Conference	18	15	14	8	20	20	0	0	0	8	0	8	111
Subtask A.3 - Shop Drawing Review	100	440	160	160	250	2	0	0	0	0	0	46	1158
Subtask A.4 - Site Visits & Specialty Meetings	108	60	60	40	108	0	0	0	0	0	0	0	376
Subtask A.5 - Field Technical Assistance/Issue Clarification	48	80	168	68	10	32	0	24	0	8	8	0	446
Subtask A.6 - Conduct Weekly Construction Progress Meetings	600	760	24	240	360	0	0	0	0	0	0	0	1984
Subtask A.7 - Review Progress Schedules and Assist with Processing of Pay Requests	14	24	12	4	0	26	0	0	0	0	0	4	84
Subtask A.8 - Change Orders	28	48	0	0	0	0	0	0	0	0	0	0	76
Subtask A.9 - Substantial and Final Inspections	80	74	48	0	72	6	28	0	0	0	0	0	308
Subtask A.10 - Record Drawings	4	12	11	8	28	2	8	24	0	24	16	0	137
<b>Task B - Technical Support Services During Construction</b>													
Subtask B.1 - Document Control and Clerical Services	0	0	0	0	0	0	0	0	0	0	560	0	560
Subtask B.2 - Laboratory Testing Services	0	8	0	0	8	0	8	0	0	0	0	0	24
Subtask B.3 - Full-Time Technical Project Representation (TPR) Services	0	0	0	0	0	2000	0	0	0	0	0	0	2000
Subtask B.4 - Observe Performance and Start-Up Testing	0	0	50	16	16	0	16	0	0	0	0	8	116
<b>Task C - Additional Engineering Services During Construction</b>													
Subtask C.1 - Construction Materials Testing and QA/QC Monitoring	8	16	12	16	24	0	40	0	0	0	32	0	148
Subtask C.2 - Prepare Certification of Construction Completion	16	50	48	16	40	64	0	0	0	0	56	0	290
<b>Task D - Miscellaneous Services During Construction</b>													
Subtask D.1 - Prepare Groundwater Monitoring Well Installation Certifications	0	0	4	12	16	0	0	0	0	0	0	0	32
Subtask D.2 - Quantitative Gopher Torpedo Survey	2	8	0	0	0	0	8	0	0	0	0	0	18
<b>Total</b>	<b>1378</b>	<b>1719</b>	<b>649</b>	<b>632</b>	<b>953</b>	<b>2184</b>	<b>1116</b>	<b>56</b>	<b>10</b>	<b>46</b>	<b>680</b>	<b>66</b>	<b>8489</b>

## **SUBCONSULTANTS**



Orlando Office  
618 East South Street  
Suite 700  
Orlando, Florida 32801

T 407.423.8398  
F 407.843.1070

June 30, 2021

Project R210545.00

Mr. Ron Beladi, P.E.  
Neel-Schaffer, Inc.  
2301 Lucien Way, Suite 300  
Maitland, Florida 32751

**Proposal for Ecological Consulting Services  
Brevard County Solid Waste Management  
Central Disposal Facility (CDF)-South Landfill-Cell 2  
Brevard County, Florida**

Dear Mr. Beladi:

Pursuant to your request, GAI Consultants, Inc. (GAI) is submitting this proposal for the performance of the professional services described below in the Scope of Services for the project stated above.

**Project Understanding**

We understand that the Brevard County Solid Waste Management (Owner) is proposing the expansion of solid waste operations at the Central Disposal Facility in Cocoa, Florida. GAI also understands that Neel-Schaffer, Inc. (Client) has been tasked by the Owner to conduct construction services for the proposed project. We further understand that the Client wishes GAI to survey the property for the presence of gopher tortoises, prepare applications for the relocation of the gopher tortoises to an approved off-site recipient area, and then conduct the excavation, live-capture, and relocation of the gopher tortoises in compliance with regulations of the Florida Fish and Wildlife Conservation Commission (FWC).

**Scope of Services**

Based on our understanding of the project requirements, GAI will perform the following described Scope of Services:

**Task 1 – Preliminary Ecological Assessment/Gopher Tortoise Survey**

- 1.1 Research existing published literature and available documents pertinent to the project area.
- 1.2 Review existing databases from the Service and the FWC for the presence of federal and state listed plant and animal species, including a database search of the FWC for the presence of Southern Bald Eagle nest(s) on site or within a one-mile radius of the project area.
- 1.3 Conduct a quantitative survey of all suitable gopher tortoise habitat within the project area following the guidelines provided within the FWC Non-game Wildlife Program Technical Report No. 4 and Appendix 4 of the FWC's Gopher Tortoise Permitting Guidelines (July 2020). Survey results are valid for a maximum of 90 days, after which a follow-up survey will be necessary.
- 1.4 Coordination with the Client and/or Project Team (Limited to two Environmental Manager hours).

## **Task 2 – Gopher Tortoise Management Plan**

- 2.1 Prepare and submit to the FWC a "Conservation Permit" application for the relocation of the gopher tortoises to a long-term protected, off-site location. Upon submittal of an application, FWC staff may respond within 30 days requesting any additional information from the applicant. Payment of 100 percent of the estimated mitigation contribution will be required by the FWC prior to issuance of the permit. The estimated mitigation contribution (\$4,008) is not included in the cost estimate that accompanies this Scope of Services and will be requested from the Client when required.

**Note:** The mitigation contribution estimate is subject to revision upon completion of the quantitative survey described in Task 1, Subtask 1.3 of this agreement. (For planning purposes, we have presumed a population of 12 tortoises.).

- 2.2 Respond to one Request for Additional Information (RAI) from the FWC regarding the "Conservation Permit" application. Upon receipt of all information necessary to complete an application, FWC staff will prepare and issue a permit within 90 days (but attempt to prepare and issue within 45 days). The gopher tortoise "Conservation Permit" will be valid for 12 months from the date of issuance and may be amended by the permittee to extend the permit duration for up to 12 additional months if relocation activities have not been completed.

## **Task 3 – Gopher Tortoise Live Capture and Relocation (Hydraulic Backhoe)**

- 3.1 Coordination with the FWC, Client, Sunshine OneCall, and recipient site representative to schedule relocation of gopher tortoises.
- 3.2 Provide the personnel and equipment (including a hydraulic backhoe and operator) necessary to excavate, live capture and relocate a maximum of 12 gopher tortoises from the area proposed for development. It is estimated that this task will take two days to complete.
- 3.3 Transport the gopher tortoises to an approved long-term protected, off-site location (recipient site) for release. Payment of recipient site fees will be required by the recipient site at the time of the relocation. The estimated recipient site fees are not included in the Compensation Section (below) and will be requested when necessary. The recipient site fees for this project are estimated to be \$16,800.00 and are based on the following:
- Twelve tortoises to be relocated; and
  - \$1,400.00 per tortoise.

**Note:** The recipient site fee estimate is subject to revision and the availability of a long-term protected recipient site.

- 3.4 Prepare and submit to the FWC an Off-Site Gopher Tortoise Relocation After Action Report.

## **Schedule**

GAI will begin work upon receipt of a copy of this Proposal executed and authorized below. GAI will endeavor to complete the site investigation as detailed within Task 1.3 above within five to 10 business days, subject to excused delay occasioned by factors beyond GAI's reasonable control. The permit application process is estimated to take 45-50 days, but the FWC has up to 90 days to issue their permit. Live capture activities will be scheduled to coincide with the Client's construction schedule.

## Compensation

Compensation for services rendered by GAI will be in accordance with the rates agreed to and incorporated into the Agreement between GAI and Neel-Schaffer, Inc. for the services performed under this Proposal. Compensation for services rendered by GAI will be on a lump sum, percent complete basis.

Task	Description	Method of Payment	Fee
1	Preliminary Ecological Assessment/Gopher Tortoise Survey	Lump Sum	\$6,710
2	Gopher Tortoise Management Plan	Lump Sum	\$1,450
3	Gopher Tortoise Live Capture and Relocation	Limiting Amount	\$9,810
Total Estimate			<b>\$17,970</b>

## Reimbursable Expenses

Reimbursable expenses may include in-house and out-of-house projected costs required to perform and deliver design documents, and permit phase services such as postage, courier services, overnight deliveries, mileage, and minor reproductions. Reimbursable expenses are included as part of the overall project compensation and will be invoiced on an actual cost basis.

## Payment

Unless otherwise specified in the GAI Standard Terms and Conditions for Professional Services, attached hereto as Exhibit A, GAI will prepare invoices monthly and payment will be due within 30 days of the date of the invoice. All other payment terms will be in accordance with Exhibit A.

## Additional Services

The following additional services may be provided at the Client's request and authorization. Additional services are not covered under the limiting fee for this Scope of Services. On written authorization, these services shall be provided by the Consultant and billed to the Client in accordance with the current year's Fee Schedule:

1. Meetings or coordination with Agencies, Client, or designated representatives beyond any specified above.
2. Conduct an on-site survey inspection of the donor site at the request of the FWC.
3. Respond to any FWC RAI's beyond the first.
4. Re-survey for gopher tortoise should prior survey results be considered invalid due to elapsed time. (Execution and submittal of 100 percent surveys must be done at least three days, but no more than 90 days, prior to commencement of excavation activities).
5. Conduct capture and relocation of gopher tortoises using bucket trapping should the use of a hydraulic backhoe not be possible due to the presence of underground utilities, or the proximity of the burrow to private property outside of the project site.
6. Amend the "Conservation Permit" to extend the duration. (Current FWC regulations mandate an updated survey associated with any permit amendments.)



7. Prepare and submit to the FWC another "Conservation Permit" application for the relocation of the gopher tortoises to an off-site location should the first permit not be acted upon within the allowable time frames.
8. Conduct quantitative population surveys for any on-site protected plant and/or animal species (other than gopher tortoise).
9. Develop and/or implement management plans to satisfy permitting requirements relevant to protected plant and/or animal species impacts (other than gopher tortoise).
10. Assist the Client or project team with State of FL or Federal permit applications beyond any specified above.

### **Assumptions and Understandings**

GAI's Scope of Services, Schedule, and Compensation as set forth above have been prepared on the basis of the following assumptions and understandings:

1. Access to the project site(s) or other land upon which GAI is to conduct any field work will be available to GAI personnel in a timely manner.
2. Client has provided all its requirements for GAI's Scope of Services and all criteria and/or specifications that GAI should utilize at the time this Proposal is authorized. This includes any requirement for any statement of professional opinion or certification.
3. Client has provided all available information pertinent to GAI's Scope of Services, including previous reports/drawings; utility information; topographic information, etc. at the time this Proposal is authorized. Unless otherwise noted, GAI may rely upon such information.
4. Client will give GAI prompt notice whenever it observes or otherwise becomes aware of any development that affects the scope or timing of GAI's performance.
5. Client will examine and provide comments and/or decisions with respect to any GAI interim or final deliverables within a period mutually agreed upon.
6. Any of Client's other consultant(s)/contractor(s) will cooperate and coordinate with GAI in a timely and efficient manner.
7. Engineering drawings and/or exhibits prepared for inclusion in permits will be prepared by Client or Client's engineering consultant and are not included within this Scope of Services.
8. No subsurface, soil, water, or hazardous materials investigations are included within the scope of this project.
9. GAI's proposed compensation and schedule are based on receipt of authorization to proceed within 30 calendar days of the date of this Proposal. GAI reserves the right to adjust its compensation if authorization to proceed is not received within thirty (30) calendar days.
10. Preparation of specific management plans for federal and state listed plant and animal species in accordance with established guidelines are not included in this Scope of Services.
11. Surveys for gopher tortoises must be conducted when ambient daytime temperatures are in excess of 70°F, generally March through October.
12. The relocation of gopher tortoises cannot be conducted when overnight low temperatures are forecasted to be below 50°F on the day of the relocation and the next two consecutive days.
13. Gopher Tortoise survey results are valid for a maximum of 90 days, after which a follow-up survey will be necessary.
14. Recipient site information and exhibits prepared for inclusion in permit applications will be prepared by others and are not included within this Scope of Services.



## PMA Consultants

June 25, 2021

Ron S. Beladi, PE  
Vice President  
Neel-Schaffer, Inc.  
2301 Lucien Way, Suite 300  
Maitland, FL 32751WSP USA

Subject: *Proposal for Brevard County RFP-6-21-27 CDF South Landfill - Cell 2 -  
Landfill Liner Construction Phase Services*

Dear Mr. Beladi:

PMA proposes to provide construction phase services as follows:

**Schedule Submittal Reviews:**

- Review Construction Contractor's Original Baseline Schedule
- Review 11 Monthly Schedule Updates

**Pay Application Reviews:**

- Review Construction Contractor's Original Schedule of Values
- Review 12 Monthly Pay Applications

**Attend Periodic Progress Meetings:**

- Bi-Weekly Attendance at Weekly Progress Meetings

**Assist in communications with the Contractor:**

- Review Construction Contractor's Change Order Requested and Proposals
- Assists with resolution of (4) disputed changes and/or claims (Subconsultant CEC Group, Proposal Attached)

Attachment A provides the estimated hours and PMA's fees for the individual tasks described above. The proposed fee rates are good from 2021 through 2023.

PMA proposes to perform the services described herein for a:

**Not-to-Exceed Fee of \$69,400.**

Due to the dynamic nature of construction projects, we will not be held to individual task costs as shown on Attachment A.

For services rendered, PMA will submit monthly invoices based on our hourly fee rate. Please mail payments to: PMA Consultants LLC, 226 W. Liberty, Ann Arbor, MI 48104, Attn: Accounting. Questions or clarifications concerning any invoice or contract issues may be referred to Ms. Samantha Zeisler by phone at 734-418-7897.



PMA appreciates you considering us for these services and we look forward to working with you on this project. Please let us know if our proposal meets your needs and is acceptable. If you have any questions or comments please contact Mr. Ken VanderJagt 407-230-4786 at your convenience.

Richard L. Johnson, PE, BCEE, CVS-Life  
Managing Director

cc: Ken VanderJagt, PE, PMP



**Exhibit A**  
**PMA CONSULTANTS PROPOSAL TO NEEL-SCHAFER, INC.**  
**Scope of Construction Phase Schedule and Cost Management Services for**  
**The Brevard County RFP-6-21-27 CDF South**  
**Landfill - Cell 2 - Landfill Liner Construction**

BID DOCUMENTS PHASE SERVICES		Estimated Hours				Total Hours	Fee
Task	Description	CEC Group	Director	Senior Associate	Technical Assistant		
<b>CONSTRUCTION PHASE SERVICES</b>							
<b>1</b>	<b>Schedule Analysis &amp; Reporting (Detail Schedule Review)</b>						
	Baseline Schedule Review		24	12	1	37	\$6,581.89
	Review Schedule Updates (11)		44	22	5.5	71.5	\$12,388.57
<b>2</b>	<b>Review Pay Applications</b>						
	Schedule of Values Review w/ Contr. Owner & Engineer		24	8		32	\$5,962.27
	Review (12) Monthly Pay Applications		48	12		60	\$11,392.68
<b>3</b>	<b>Progress Meetings</b>						
	Attend Construction Progress Meeting (24)		72			72	\$14,695.66
<b>4</b>	<b>Communications Assistance</b>						
	Review Construction Contractor's Change Order Requests and Proposals		24	12	2		\$6,669.65
	Assists with resolution of (4) disputed changes and/or claims (CEC Group)	48					\$11,673.60
	<b>Totals</b>	48	236	66	8.5	272.5	\$69,364.33
	Billing Rates (Based on PMA Multiplier of 2.62, and average escalation of 1.5%)	\$243.20	\$204.11	\$132.97	\$87.76		
	<b>Proposed fee amount (rounded)</b>	<b>\$11,674</b>	<b>\$48,169</b>	<b>\$8,776</b>	<b>\$746</b>		<b>\$69,400.00</b>

CEC GROUP

June 24, 2021

Mr. Ken VanderJagt  
PMA Consultants LLC  
4901 Vineland Road, Suite 330  
Orlando, FL 32811

*Subject:* Proposal for Brevard County RFP-6-21-27 CDF South Landfill - Cell 2 - Landfill  
Liner Construction Phase Services

Dear Mr. VanderJagt:

We are pleased to work with you on the Brevard County RFP-6-21-27 CDF South  
Landfill - Cell 2 - Landfill Liner Construction Phase Services.

CEC Group will gladly provide the services to review and provide recommended  
actions to respond to claims and potential disputes for up to four issues. We have  
attached a proposal for the subtasks for your review. The total amount of our proposal is  
\$11,673.60.

We look forward to hearing from you shortly to begin performance of the proposed  
tasks.

Sincerely,



Jerry S. Neibert, P.E.  
Managing Principal

JSN

**CEC Group Proposal to PMA Consultants LLC**  
**Brevard County RFP-6-21-27 CDF South Landfill - Cell 2 - Landfill Liner Construction**  
**Construction Phase Services**

Design Phase Services		Estimated Hours	Total Hours	CEC Group Fee
Task	Description	Managing Principal		
Task 1	Project Planning and Management	10	10	\$ 2,432.00
Task 2	Provide Claims and Disputes Avoidance Services for up to four issues	48	48	\$ 11,673.60
<b>Total</b>		<b>48</b>	<b>48</b>	<b>\$ 11,673.60</b>

**Overall Multiplier** **2.56**

Classification	Basic Hourly Rate	Billing Rate
Managing Principal	\$95.00	\$ 243.20
Senior Consultant	\$55.00	\$ 140.80



July 16, 2021  
Proposal No. P21-075

Mr. Ron Beladi, P.E.  
**Neel-Schaffer, Inc.**  
2301 Lucien Way, Suite 300  
Orlando, FL 32803

**Proposal to Provide Construction Materials Testing Services  
Central Disposal Facility, South Landfill, Cell 2  
Brevard County, Florida**

Dear Mr. Beladi:

**Blue Marlin Engineering, LLC** is pleased to present our proposal for construction quality assurance (CQA) services for the referenced project. We understand that the project consists of a landfill with an area of approximately 42 acres.

Our proposal is based on a review of the project documents along with information provided by you. Based on information provided by you, we have included an estimate of 50 weeks for a representative to perform CQA inspection services. We have also included a part time engineering technician to assist the Senior CQA inspector.

**Scope of Services**

- Monitor and document implementation of the CQA Plan
- Review design drawings & specifications along with other site-specific documents
- Review all changes to plans & specifications issued by the designer
- Attend all quality control related meetings
- Review all Manufacturer & Installer Certificates & Documents
- Review the Installer's personnel qualifications
- Review calibration certificates of the on-site tensiometer
- Review daily reports, logs, and photographs
- Note and document any activity that could result in damage to the liner system

Blue Marlin Engineering, LLC, 102 Drennen Road, Suite B-10, Orlando, FL 32806



- Report relevant observations to Owner's Representative
- Prepare daily field reports
- Prepare daily summaries of geomembrane installed
- Oversee marking, packaging, and shipping of all laboratory test samples
- Review laboratory results and make appropriate recommendations
- Report approved and unapproved CQA plan deviations to Owner's Rep
- Monitor, log, photograph, & document all liner operations
- Perform soil gradation tests, Proctor tests, & permeability tests as needed
- Conduct geomembrane destructive testing & monitor non-destructive testing
- Conduct laboratory conformance testing as needed
- Prepare final CQA report

### **CQA Report**

The results of the liner manufacturing, deployment, installation, and protective cover testing will be documented in a CQA Report to be submitted to FDEP along with other requirements for the Certification of Completion of Construction. This Report will include a summary of the documented control program of the liner system installation, QA/QC testing locations and various testing procedures, and the results of laboratory analyses as well as other permit requirements for the CQA Report.

### **Personnel**

Derek G. Hajjar, P.E. and Ozzie F. Plaza, P.E. will lead the construction quality assurance services. The Senior Inspector will be Anthony Zappulla. Soil laboratory testing will be performed by Jason Hutchens. The liner material laboratory testing will be performed by TRI Environmental in Austin, TX.





**Closure**

**Blue Marlin Engineering, LLC** appreciates the opportunity to submit this proposal and we look forward to working with you on this project. Should you have any questions, please feel free to call us at your convenience. We can be reached at (407) 217-4464.

Sincerely,

**Blue Marlin Engineering, LLC**

A handwritten signature in dark ink, appearing to read "Derek Hajjar", written in a cursive style.

Derek G. Hajjar, P.E.  
Vice President

A handwritten signature in dark ink, appearing to read "Ozzie Plaza", written in a cursive style.

Ozzie F. Plaza, P.E.  
President

Enc. Scope of Services



**SCOPE OF SERVICES**  
**Central Disposal Facility, South Landfill, Cell 2**  
**Construction Materials Testing Proposal**  
**BME PROPOSAL NO. 21-075**

DESCRIPTION OF WORK	QTY.	RATE	UNIT	AMOUNT
<b>I FIELD SERVICES</b>				
A. Senior Inspector (Based on 60 hrs/week for 40 weeks to observe liner installation, sampling of liner materials, soil sampling, etc.)	2400	\$ 90.00	per hour	\$216,000.00
B. Engineering Technician (based on 20 hrs/week for 20 weeks to assist Sr. Inspector)	400	\$ 70.00	per hour	\$ 28,000.00
			<b>Field Total</b>	<b>\$ 244,000.00</b>
<b>II. LABORATORY TESTING SOIL</b>				
A. Soil Proctor Tests (As needed)	10	\$ 125.00	per test	\$ 1,250.00
B. Particle Size Analysis (As needed)	10	\$ 75.00	per test	\$ 750.00
C. Permeability Tests (As needed)	10	\$ 225.00	per test	\$ 2,250.00
			<b>Lab Total Soil</b>	<b>\$ 4,250.00</b>
<b>III. LABORATORY TESTING GCL (IF NEEDED)</b>				
A. Bentonite Mass/Unit Area (ASTM D5993)	3	\$40.00	per test	\$ 120.00
B. Bentonite Moisture Content (ASTM D2216)	3	\$40.00	per test	\$ 120.00
C. Bentonite Fluid Loss (ASTM D5891)	3	\$95.00	per test	\$ 285.00
D. Bentonite Swell Index (ASTM D5890)	3	\$95.00	per test	\$ 285.00
E. Grab-Tensile Properties (ASTM D4632)	3	\$65.00	per test	\$ 195.00
F. Peel Strength (ASTM D6496)	3	\$65.00	per test	\$ 195.00
G. Index Flux (ASTM D5887)	3	\$215.00	per test	\$ 645.00
H. Internal Shear of GCL (ASTM D5321)	3	\$750.00	per test	\$ 2,250.00
			<b>Lab Total GCL</b>	<b>\$ 4,095.00</b>
<b>IV. INTERFACE FRICTION TESTING (IF NEEDED)</b>				
A. Subgrade Soil vs. GCL (ASTM D5321)	1	\$750.00	per test	\$ 750.00
B. Textured HDPE vs. GCL (ASTM D5321)	1	\$750.00	per test	\$ 750.00
C. Textured HDPE vs. Double-Sided Geocomposite (ASTM D5321)	1	\$750.00	per test	\$ 750.00
D. Drainage Sand vs. Double-Sided Geocomposite (ASTM D5321)	1	\$750.00	per test	\$ 750.00
E. GCL vs. Double-Sided Geocomposite (ASTM D5321)	1	\$750.00	per test	\$ 750.00
			<b>Interface Friction Total</b>	<b>\$ 3,750.00</b>



**SCOPE OF SERVICES**  
**Central Disposal Facility, South Landfill, Cell 2**  
**Construction Materials Testing Proposal**  
**BME PROPOSAL NO. 21-075**

DESCRIPTION OF WORK	QTY.	RATE	UNIT	AMOUNT
<b>V LABORATORY TESTING CDN (IF NEEDED)</b>				
A. Transmissivity Testing	2	\$ 260.00	per test	\$ 520.00
<b>Geomembrane Total</b>				<b>\$ 520.00</b>
<b>VI. LABORATORY TESTING GEOMEMBRANE LINER (TRI)</b>				
A. Peel & Shear Testing (1 test per 500 ft)	380	\$ 50.00	per test	\$ 19,000.00
<b>Geomembrane Total</b>				<b>\$ 19,000.00</b>
<b>VII. LABORATORY SHIPPING COSTS (15%)</b>				
A. Peel & Shear Tests	380	\$ 7.50	per test	\$ 2,850.00
B. Interface Friction Tests	6	\$ 112.50	per test	\$ 675.00
<b>Shipping Total</b>				<b>\$ 3,525.00</b>
<b>VIII. PROFESSIONAL SERVICES</b>				
A. Secretary	140	\$40.00	per hour	\$ 5,600.00
B. Project Manager	140	\$145.00	per hour	\$ 20,300.00
C. Senior Professional Engineer	50	\$150.00	per hour	\$ 7,500.00
<b>Professional Total</b>				<b>\$ 33,400.00</b>

**ESTIMATED TOTAL:**

**\$ 312,540.00**

- Notes: 1) Stand by time and cancellation without notice will be billed at \$90.00 per hour.  
2) The estimated quantities are based on a review of the project documents & information provided by the engineer. Invoicing will be based on the actual quantities which may be higher or lower than the estimated quantities.  
3) Should the quantities exceed the estimated total, a written authorization for approval will be sent.

**BREVARD County**  
BOARD OF COUNTY COMMISSIONERS

FLORIDA'S SPACE COAST

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

Telephone: (321) 837-2001  
Fax: (321) 264-8872  
Kimberly.Powell@browardclerk.us



September 9, 2020

MEMORANDUM

TO: Jill Hayes, Budget Office Director

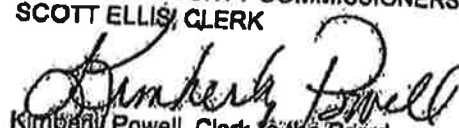
RE: Item D.9., Resolution Adopting Budgets for FY 2020-2021 for Certain Districts and Programs

The Board of County Commissioners, in special session on September 8, 2020, adopted Resolution No. 20-103, adopting the budgets of Solid Waste Management Department, Stormwater Utility, Fire Rescue Operations Assessment, and Melbourne-Tillman Water Control District. Enclosed is a fully-executed Resolution.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

  
Kimberly Powell, Clerk to the Board

Encl. (1)

cc: County Manager  
Tax Collector  
Finance



BOARD OF COUNTY COMMISSIONERS

**Solid Waste Management Department**

2725 Judge Fran Jamieson Way

Building A, Room 118

Viera, Florida 32940

**Inter-Office Memo**

July 13, 2021

To: Rachel M. Sadoff, Clerk

Through: Thomas Mulligan, Interim Director Solid Waste Management Department *ym*

From: Joseph Hacker, Contract Administrator *JH*

Re: Agreement (3ea Dump Trucks)

Please find attached for your signature a Solid Waste Management Department Agreement to purchase 3 Dump trucks in the amount of \$576,850.00 per Dump Truck. Funding is budgeted in the Solid Waste Management Department for the replacement of Capital Equipment, as approved by the BOCC September 8, 2020.

This is an Agreement that includes:

- The purchase of 3 Dump Trucks for the total amount of \$1,730,550.00
- Maintenance/Repair on each machine in the amount of \$94,900.00
- TMR (Total Maintenance & Repair) for 5 years/8,000 hrs.

Please sign all 3 copies and return the remaining ones to Brevard County Solid Waste.

If additional information is needed, please contact Interim Director Thomas Mulligan at 321-633-2042.

Attachments: Agreement with Bobcat of Orlando (3ea)  
AO-29 Contract Review and Approval Form  
Kimmie Gram Budget Approval September 8, 2020  
Invitation to Bid/ Price sheet



BOARD OF COUNTY COMMISSIONERS

**Solid Waste Management Department**

2725 Judge Fran Jamieson Way


Building A, Room 118


Viera, Florida 32940


**Inter-Office Memo**


June 24, 2021

To: Rita Pritchett, Chair

Through: Frank Abbate, County Manager 

Through: John P. Denninghoff, Assistant County Manager 

Through: Euripides Rodriguez, Director Solid Waste Management Department 

From: Joseph Hacker, Contract Administrator 

Re: Agreement (3ea Dump Trucks)

Please find attached for your signature a Solid Waste Management Department Agreement to purchase 3 Dump trucks in the amount of \$576,850.00 per Dump Truck. Funding is budgeted in the Solid Waste Management Department for the replacement of Capital Equipment, as approved by the BOCC September 8, 2020.

This is an Agreement that includes:

- The purchase of 3 Dump Trucks for the total amount of \$1,730,550.00
- Maintenance/Repair on each machine in the amount of \$94,900.00
- TMR (Total Maintenance & Repair) for 5 years/8,000 hrs.

County Risk Management and the County Attorney Office have reviewed and approved the Contract.

If additional information is needed, please contact Director Euripides Rodriguez at 321-633-2042.

Attachments: Agreement with Bobcat of Orlando  
AO-29 Contract Review and Approval Form  
Kimmie Gram Budget Approval September 8, 2020  
Invitation to Bid/ Price sheet

## **AGREEMENT**

THIS AGREEMENT made and entered into by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "County"), and Bobcat of Orlando LLC, Synergy Rents or Synergy Equipment, a business having its primary business location at 8150 N. Orange Blossom Trail, Orlando, FL 32810, (hereinafter the "Contractor").

### **WITNESSETH:**

**WHEREAS**, the County is desirous of purchasing three (3) articulating off road dump trucks, Doosan DA40 (hereinafter "machine") in the amount of \$576,850 per machine for a total purchase price of \$1,730,550 for use at the Solid Waste Management Department's Central Disposal Facility, 2250 Adamson Rd., Cocoa, FL 32926 and the Sarno Transfer Station, 3379 Sarno Road, Melbourne, FL 32935; and to obtain Total Maintenance and Repair services (hereinafter "TMR Services") for the machine; and

**WHEREAS**, the provision of the machine and services shall mutually benefit the parties hereto and the residents of Brevard County, Florida.

**NOW THEREFORE**, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. **SCOPE OF THE WORK:** The Contractor shall be prepared to furnish all labor, materials, equipment, machinery, tools, apparatus and transportation to perform all work or services specified in Exhibit A (Bid #B-6-21-60/40 Ton Articulating Dump Trucks), attached hereto and made a part hereof by this reference.
2. **TIME FOR PERFORMANCE:** Contractor shall deliver the machine as required herein prior to September 30, 2021 after the County's issuance of a purchase order. Contractor shall then provide TMR services for the machine for a period of 5 years/8,000 service meter hours, whichever occurs first from date of acceptance of the machine by the County.
3. **PAYMENTS:** County shall pay the Contractor for the machine and services provided under this Agreement as provided in Exhibit A to this Agreement and made a part of this Agreement by this reference. The County reserves the right to deduct from any Contractor invoice any amount for defective or nonconforming work or for work not provided but invoiced. The County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.
4. **WARRANTY:** The Contractor will provide a premier warranty for 5 years/8,000 hours.
5. **TOTAL MAINTENANCE & REPAIR:** Contractor shall provide total maintenance and repair, including scheduled and unscheduled maintenance, on the new machine in

the amount of \$94,900 per machine which warrants that the machine will be free from mechanical breakdown due to manufacturer's defects in material and workmanship under normal use and service from date of acceptance by the County until the machine has been operated for 5 years/8,000 service meter hours, whichever occurs first from the date of acceptance of the machine.

**6 INDEMNIFICATION:** The Contractor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its work under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts may be liable, regardless of whether or not it is caused by a party indemnified thereunder. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial contractor, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

**7. MODIFICATIONS TO AGREEMENT:** This Agreement, together with any exhibits, task assignments and schedules constitute the entire contract between the County and the Contractor and supersedes all prior written or oral understandings. This Agreement and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

**8. INSURANCE:** The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

a. **General Liability Insurance:** General Liability Insurance issued by responsible insurance companies and in a form acceptable to the County, with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage per occurrence.

b. **Automobile Liability Insurance:** Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) combined single limits for Bodily Injury and Property Damage per accident.

c. **Workers' Compensation Coverage:** Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided.

d. **Insurance Certificates:** The Contractor shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. Said Liability Policies shall provide that the County be an additional insured. The County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty



(30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

9. **ATTORNEY'S FEES:** In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.

10. **GOVERNING LAW:** This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

11. **COMPLIANCE WITH STATUTES:** It shall be the Contractor's responsibility to be aware of and comply with all federal, state and local laws.

12. **VENUE:** Venue for any legal action by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

13. **ASSIGNMENTS:** Contractor shall not assign any portion of this Agreement without the written permission of the County.

14. **TERMINATION:** If either party fails or refuses to perform any of the provisions of this Agreement or otherwise fails to timely satisfy the Agreement provisions, either party may notify the other party in writing of the nonperformance and terminate the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform. Such termination is effective upon the other party's receipt of the Notice of Termination. Any work completed or services provided prior to the date of termination shall, at the option of the County, become the property of the County. The County is only responsible for payment for work completed prior to the effective date of termination.

15. **INDEPENDENT CONTRACTOR:** The Contractor shall perform the services under this Agreement as an independent Contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the Contractor or any of its agents or employees to be the agent, employee or representative of the County.

16. **RIGHT TO AUDIT RECORDS:** The County and its auditors shall be entitled to audit the books and records of the Contractor to the extent that such books and records relate to the performance of this Agreement. Said records shall be made available, upon request, for audit purposes to Brevard County and its auditors. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing.

17. **PUBLIC RECORDS:**

In the performance of this Agreement, the Contractor shall keep books, records and accounts of all activities related to the Agreement in compliance with generally accepted

accounting procedures and in compliance with the Public Records Laws of the State of Florida (Including, but not limited to Chapter 119, Florida Statutes).

All records or documents created by Contractor or provided to Contractor by the County in connection with the activities or services provided by Contractor under the terms of this Agreement, are public records and Contractor agrees to comply with any request for such public records or documents made in accordance with Chapter 119, Florida Statutes.

Records, documents, books and accounts ordinarily and necessarily required for the performance of this Agreement shall be kept, maintained and open for inspection by the County, County's representative, and members of the public during regular business hours.

The Contractor shall provide the public with access to public records on the same terms and conditions that the public agency provides the records and at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law (see also County Administrative Order, AO-47).

The Contractor shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Agreement shall be subject to copyright by Contractor in the United States or any other country.

The Contractor shall meet all requirements for retaining public records and shall transfer, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

Failure to comply with the provisions of this Agreement shall result in the County taking enforcement action against the Contractor including the cost to the County for gaining the Contractor's compliance which will include, but are not limited to, the gross hourly rate of the County's employee contacts to the Contractor to obtain compliance with this section, litigation filing fees and attorney's fees.

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide Public Records relating to this Agreement, contact the custodian of Public Records: Miranda Guppenberger, Administrative Assistant, 2725 Judge Fran Jamieson Way, Bldg. A, Ste. #118, Viera, FL 32940; email address; (321)633-2042.**

18. **UNAUTHORIZED ALIEN WORKERS:** Brevard County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a contractors intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.
19. **FEDERAL TAX ID NUMBER:** The Contractor shall provide to the County their Federal Tax ID Number or, if the Contractor is a sole proprietor, a Social Security Number.
20. **EMPLOYMENT:** The Contractor shall not engage the services of any person or persons now employed by the County, including any department, agency, board or commission thereof, to provide services relating to this Agreement without written consent from the County.
21. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.
22. **TERMINATION FALSE CERTIFICATION, SCRUTINIZED COMPANIES, BOYCOTTING:** Contractor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Contractor agrees to observe the requirements of Section 287.135, F.S., for applicable sub agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the County may immediately terminate this Agreement for cause if the Contractor, its affiliates, or its subcontractors are place on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(\*), F.S., if federal law cease to authorize these contracting prohibitions then they shall become inoperative.
23. **CONSTRUCTION OF AGREEMENT:** The parties hereby acknowledge that they fully reviewed this Agreement, its attachments and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.
24. **NOTICE:** Notice under this Agreement shall be given by certified mail or hand delivery as follows: Solid Waste Management Department, 2725 Judge Fran Jamieson Way, Bldg. A, Ste. #118, Viera, FL 32940 and Notice shall be given to the Contractor by certified mail or hand delivery as follows: Bobcat of Orlando LLC, Synergy Rents or Synergy Equipment, 8151 N. Orange Blossom Trail, Orlando, FL 32810.

**25. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY):**

(a) In accordance with Chapter 448.095, Florida Statutes, a public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify System.

(b) The County shall not enter into, or renew, a contract with a vendor/contractor that is not enrolled in E-Verify. Any vendor/contractor that has a contract with the County shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term.

(c) The County shall verify the Vendor's/Contractor's participation in E-Verify Program by confirming their enrollment on the Department of Homeland Security E-Verify Website. Vendor's/Contractor's whose participation cannot be verified on the Department of Homeland Security's E-Verify Website, shall provide acceptable evidence of their enrollment prior to award and the execution of a contract. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.

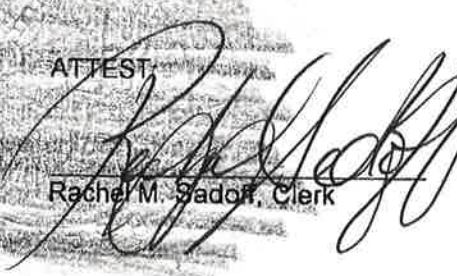
(d) A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment.

(e) Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its duly authorized representatives as of the date on which the last of the parties hereto executes this Agreement.

ATTEST:

  
Rachel M. Sadoff, Clerk

BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA

By: 

Rita Pritchett, Chair


Date: 6/30/21

As approved by Board on: 9/08/2020

Reviewed for legal form and content:

  
Abigail Jorandby, Assistant County Attorney

ATTEST:

  
Signature

Allen L. Hathaway, G.M.  
Name & Title, Typed

CONTRACTOR

By: 

Signature

Date: 6-14-21

Randy Shew Gov. Sales Spec.  
Name & Title, Typed or Printed

Synergy Equip. Bobcat of Orlando  
Name of Company, Corp., etc.


8131 N. Orange Blossom Trail  
Mailing Address

Orlando FL 32810  
City, State, Zip

813-734-3547  
Area Code/Telephone Number



KRYSTA EDMINSON  
Commission # GG 299715  
Expires February 7, 2023  
Bonded thru Budget Notary Services



SEAL

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

## CONTRACT REVIEW AND APPROVAL FORM

### SECTION I - GENERAL INFORMATION

1. Contractor: To be determined		2. Amount: To be determined	
3. Fund/Account #: 4011/352130/5640000		4. Department Name: Solid Waste Management Dept.	
5. Contract Description: Purchase of 3 ea. Off Road Dump Trucks w/TMR Services			
6. Contract Monitor: Richard Dees		8. Contract Type:	
7. Dept/Office Director: Euripides Rodriguez		OPERATION EXPENSE	
9. Type of Procurement: Invitation to Bid (ITB)			

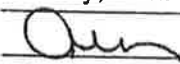
### SECTION II - REVIEW AND APPROVAL TO ADVERTISE

#### APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Joseph Hacker
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Feingold, Debbie
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Valliere, Christine


### SECTION III - REVIEW AND APPROVAL TO EXECUTE

#### APPROVAL


COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Joseph Hacker
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Darling, Steven
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	 6/21/2021

### SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete
Department Information	<input checked="" type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>

<b>SUBMIT SEALED BID TO:</b> BREVARD COUNTY PURCHASING SERVICES 2725 JUDGE FRAN JAMIESON WAY BLDG. C, 3rd FLOOR, SUITE C-303 VIERA, FL 32940				<b>INVITATION TO BID</b> <b>Bid Acknowledgment</b>	
<b>PROCUREMENT ANALYST:</b> Debbie Feingold debbie.feingold@brevardfl.gov		(321) 617-7390 Ext. 5-9332		AN EQUAL OPPORTUNITY EMPLOYER	
<b>BID SPECIFICATIONS MAY BE OBTAINED AT:</b> Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or at the Onvia DemandStar website and VendorLink					
<b>RELEASE DATE:</b> April 29, 2021		<b>BID TITLE:</b> 40 Ton Articulating Dump Trucks		<b>BID NUMBER:</b> B-6-21-60	
<b>PRE-BID DATE, TIME, AND LOCATION:</b> None Scheduled		<input type="checkbox"/> Mandatory <input checked="" type="checkbox"/> Non-Mandatory		<b>BID OPENING DATE AND TIME:</b> May 26, 2021 @ 10:30 AM <b>BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED</b>	

**▼ CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM ▼**

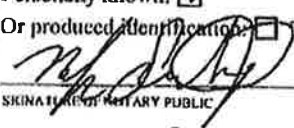
<b>LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS:</b> Bobcat of Orlando LLC Synergy Rents or Synergy Equipment 8151 N. Orange Blossom Trail, Orlando FL TELEPHONE NUMBER/TOIL-FREE NUMBER: 32810 (844)-798-3749		<b>FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):</b> 46-1391403 If returning as a "no bid," state reason:	
I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Contractor. In submitting a bid to the County of Brevard, the Contractor offers and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County renders final payment to the Contractor.		The Contractor acknowledges that information provided in this ITB is true and correct. X  AUTHORIZED SIGNATURE (MANUAL) NAME (PRINTED) Randy Sherman TITLE Government Sales Spec. DATE 5-25-2021	

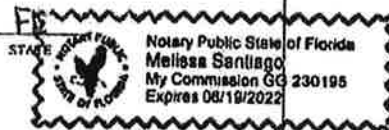
**\*THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID\***

Sworn to and subscribed before me this 25 day of MON 2021.

Personally known: ☒

Or produced identification: ☐ Type of ID: \_\_\_\_\_

  
 SIGNATURE OF NOTARY PUBLIC  
 NAME OF NOTARY PUBLIC (PRINTED) Melissa Santiago



My commission expires: 08/19/2022

<b>CONTRACTOR MUST PROVIDE:</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> BID BOND Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> PERFORMANCE BOND Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> LABOR, MATERIAL, PERFORMANCE BOND		<b>AMOUNT:</b> _____ _____ _____	
In cases where the amount of a surety bond exceeds \$500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:			
<b>BOND AMOUNT UP TO:</b> \$ 1,000,000 \$ 2,000,000 \$ 5,000,000 \$ 10,000,000	<b>FINANCIAL CLASS</b> I II III IV	<b>BOND AMOUNT UP TO:</b> \$ 25,000,000 \$ 50,000,000 \$ 100,000,000	<b>FINANCIAL CLASS</b> V VI VII
Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.			
PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL FIRST TIME CONTRACTORS MUST SUBMIT A W-9 FORM.			



**40 TON ARTICULATING DUMP TRUCKS  
B-6-21-60  
SPECIAL CONDITIONS**

**1. PURPOSE**

Brevard County Purchasing Services, on behalf of the Solid Waste Department, is soliciting bids from qualified contractors to provide the (3) three – 40 Ton Articulating Dump Trucks.

**DELIVERY**

Prices for delivery and unloading shall be F.O.B. destination, freight prepaid and allowed, including all packing, shipping, handling, and fuel surcharges.

(2) Two - 40 Ton Articulating Dump Trucks delivered to:

Brevard County Central Disposal Facility  
2250 Adamson Rd.  
Cocoa, FL 32926

(1) One - 40 Ton Articulating Dump Truck delivered to:

Sarno Landfill  
3379 Sarno Road  
Melbourne, FL 32925

Delivery shall include unloading and start-up. (See attached Special Provisions for additional delivery requirements.)

Indicate delivery time in the space provided on the Price Sheet. Delivery is required within 90 (ninety) days of issuance of purchase order. The County further reserves the right to accept that bid which best serves the County's interest, and to reject any and all bids.

**2. ADDITIONAL PURCHASES**

Brevard County reserves the right to purchase additional dump trucks at the same bid price, terms and conditions for a period of one (1) year from the date of acceptance.

**3. INFORMATION OR CLARIFICATION**

For information concerning procedures for responding to this bid, contact Debbie Feingold, Purchasing Services at 321-617-7390 or by email at [debbie.feingold@brevardfl.gov](mailto:debbie.feingold@brevardfl.gov). Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services and posted online at [Onvia DemandStar® website](#) and [VendorLink](#). The County will not notify Contractors of addenda. It is the sole responsibility of the Contractor to check the website prior to submitting a bid to verify receipt of all documents to include written addendum.

Contractors shall promptly notify Purchasing Services, prior to submission of their bid, of any ambiguity, inconsistency or error, which they may discover upon examination of the bid documents. No interpretation of the meaning of specifications or other documents will be made to any Contractor orally, nor may Contractor rely on any such pre-bid statements in completing the bid. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or emailed to



the attention of Debbie Feingold at [debbie.feingold@brevardfl.gov](mailto:debbie.feingold@brevardfl.gov). To be given consideration, such requests must be received in writing no later than **May 12, 2021 @ 5:00 P.M.**

4. RECEIVING OF BIDS

Bids must be received by Brevard County Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite C303, Viera, FL 32940 no later than **May 26, 2021 @ 10:30 A.M.** Bids must be submitted on County format to be considered. **The official time clock will be the date and time stamp clock located in the Purchasing Office.**

**Electronic bid filing is now available on VendorLink at [www.myvendorlink.com](http://www.myvendorlink.com). Electronic bidding is preferred; however hard copy bids will still be received.**

If submitting hard copies, bids shall be submitted in one original and should be accompanied by an equivalent electronic PDF file on USB flash drive. **DO NOT MODIFY OR REISSUE THE PRICE SHEET; USE THE PRICE SHEET FORM PROVIDED.**

**Note\*** Please ensure that if you use a third-party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to Purchasing Services on the third (3rd) floor at the above address. **Contractors are advised that U.S. Postal Service 1<sup>st</sup> Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Contractor's risk. To be considered, a bid must be accepted in Purchasing Services no later than the ITB closing date and time. If the bid is delivered anywhere else, it may not reach Purchasing Services in time.**

7. CONTRACT

A draft copy of a contract that will need to be executed between Brevard County and the awarded bidder is attached for your review. The draft contract that is attached is not required at the time of your bid submittal.

8. The dump truck shall be new, unused and of current model and meet the attached specifications. The dump truck shall be equipped in accordance with the manufacturer's latest literature, a copy of which must accompany the contractor's bid.

**NOTE:** Any omissions or errors in these specifications do not relieve the successful contractor from furnishing a complete dump truck, ready for immediate use.

9. Where the unit deviates from specifications, clearly indicate the nature of the deviation on the Exception Form. The County reserves the right to waive minor deviations from the specifications, which in the County's sole and absolute judgment do not materially affect the dump truck's performance or maintenance.

Company Name Robert S. Orlando, LLC. Synergy Rents, Synergy Equipment  
Address 8151 N Orange Blossom Trail, Orlando, FL 32810  
Telephone 844-796-3749 Fax \_\_\_\_\_  
Authorized Signature [Signature]  
Printed Signature Randy Shearin  
Cell 813-734-3547

**40 TON ARTICULATING DUMP TRUCKS**  
**B-6-21-60**  
**SPECIAL PROVISIONS**

1. The contractor shall be responsible for delivering the dump trucks in a properly serviced, cleaned and optimized operating condition.
2. Pre-delivery shall include complete lubrication, filling all fluid levels to proper level, adjustment of engine to proper operating condition, check to insure perfect operation of all mechanical features, completely clean dump truck of all unnecessary stickers, tags and papers.
3. The following manuals shall be delivered with an order of three (3) trucks: Four (4) hard copies of Operating Manual (1 per truck and 1 for the shop); three (3) hard copies of Parts Manual; three (3) hard copies of Service or Technical Manual. The manuals shall include the schematics for the electrical and hydraulic systems on the dump truck.
4. An experienced serviceman/operator shall accompany the delivery of the dump trucks and shall be available to answer questions regarding service, operation and maintenance of the dump truck for a period of not less than one (1) working day.
5. The dump trucks' compliance with the bid specifications and ability to perform in the conditions normally encountered in a Class I or Class III landfill, including extreme summer conditions, shall be demonstrated by continuously operating at least ten (10) consecutive hours.
6. When the contractor performs work at the County landfill, the contractor's billable hours will not accrue until the contractor arrives at the landfill and begins working on the dump truck.
7. Replacement part(s) or requested part(s) must be delivered to the County within three (3) working days (72 hours) from verbal request by the County. Failure to provide the part(s) will result in a ten percent (10%) per working day reduction of the contractor's list price to the County for each day or part thereof that the replacement or requested part(s) are not delivered to the County.
8. The contractor shall assume full responsibility for warranty of all components of the dump trucks. A statement shall be attached to the bid setting out the conditions of the warranty. The manufacturer's standard warranty shall also be furnished.
9. Contractor must provide an extended warranty for the total maintenance and repair, including scheduled and unscheduled maintenance on the new dump trucks, which warrants that the dump trucks will be free from mechanical breakdown due to manufacturer's defects in material and workmanship under normal use and service from date of acceptance by the County until the dump trucks has been operated for five (5) years/eight thousand (8,000) service meter hours, whichever occurs first from the date of acceptance of the dump trucks. TMR intervals shall be every 250 hours, no mileage, no call out fees and surcharges shall be charged. Contractor will be responsible for any transportation of dump truck to accomplish warranty work.
10. All repair work must be conducted at the County work site unless otherwise agreed by the County.
11. The contractor shall be responsible for any transportation of the dump trucks, which may be required to accomplish warranty work and/or to furnish temporary replacement dump truck without charge to the County. Contractor is responsible for all loss and/or damage to the equipment while in their possession. This includes during transport by the contractor or agent up to delivery accepted by the County, and while in the possession of the contractor or agent for repairs until returned to the County.

12. The contractor shall have full-service facility or personnel within ninety (90) miles of the Central Disposal Facility, 2250 Adamson Rd., Cocoa, FL 32926 and the Sarno Landfill, 3379 Sarno Road, Melbourne, FL 32935. A "full service facility" is defined as a facility that the contractor believes is adequately stocked and staffed to perform under the conditions of these specifications.
13. The contractor shall respond by initiating repairs on site within four (4) hours from verbal notification by the County on any warranty repairs.
14. Contractor shall be bound to the conditions of the bid and shall perform their obligations under the bid for a period of five (5) years/eight thousand (8,000) service meter hours, whichever occurs first from date of acceptance of the dump trucks.
15. Training: The contractor shall provide mechanic or dump truck operator (County's choice) for three (3) County personnel at an authorized training facility, including transportation, food and lodging. The training shall consist of regularly scheduled maintenance of dump trucks and troubleshooting or dump truck operation. The manufacturer will supply text and updates, which the attendee can take home for future reference.

Company Name Robert S Orlando, LLC Synergy Rents, Synergy Equipment  
Address 8151 N. Orange Blossom Trail, Orlando, FL 32801  
Telephone 814-796-3749 Fax \_\_\_\_\_  
Authorized Signature [Signature]  
Printed Signature Randy Sheerin  
Cell 813-734-3547

**40 TON ARTICULATING DUMP TRUCKS**  
**B-6-21-60**  
**MINIMUM DUMP TRUCK SPECIFICATIONS**

These specifications describe the minimum requirements for a 40 Ton Articulating Dump Truck. Dump Trucks shall be the current standard production model with minimum registered GVWR of 65,000 lbs. and shall meet all state and federal health, safety and anti-pollution requirements. All equipment and substitutions shall be those of regular publication production options. All parts or attachments not specifically mentioned but necessary to complete the equipment must be furnished and must conform to the highest standards of quality of material and workmanship provided in good engineering practice. It shall be the Contractor's responsibility to carefully examine each item of the specification. Contractors must indicate whether they comply or non-comply for each line item in the specification. Failure to provide a completed bid may cause rejection of bid. All non-comply responses and/or Contractors proposed "approved equivalents" must be fully explained on exception form, noting section and item. Failure to explain non-comply responses or failure to supply detailed literature/brochures on the Contractors proposed "approved equivalents" may cause rejection of bid. Where "minimum/maximum" is specified, Contractors must propose at least the minimum/maximum sizes or the bid may be rejected.

	COMPLIANCE	
	YES	NO
<b>1) WEIGHT:</b>		
A) Operating weight with no load shall be minimum 65,000 lb.	✓	
B) Rated payload shall be at least 40 tons		
<b>2) ENGINE:</b>		
A) Engine net power according to SAE J1349 shall be at least 439 hp (327 kW)	✓	
B) The cooling system shall incorporate a radiator with a hydraulic variable speed fan demand system that is thermostatically controlled by an engine temperature sensor	✓	
C) The truck shall have an economy mode to save fuel when less than max productivity is needed.	✓	
D) A remote start receptacle with a ground level shut off shall be standard	✓	
E) Six-cylinder turbo charged diesel engine (no Mercedes engine)	✓	
<b>3) POWER TRAIN/TRANSMISSION:</b>		
A) The truck shall have a maximum forward speed of not less than 32 mph	✓	
B) The transmission shall be designed and built by the articulated truck manufacturer	* Approved by Manufacturer	
C) The torque converter shall have automatic lock-up in all forward gears	✓	
D) The transmission must have the capability to skip gears while shifting up and down during empty and loaded operation	✓	
E) Standard auto-retarder control for downhill applications		
<b>4) BRAKES:</b>		
A) All three axles shall have service brakes	✓	
B) The hauler shall have an automatic braking system to minimize truck roll back while transitioning from parked to a forward gear on an incline	✓	

<b>5) HYDRAULIC SYSTEM:</b>			
A) The body rise time shall be no more than 12 seconds; body lower time shall be no more than 8 seconds		✓	
<b>6) AXLES AND DIFFERENTIALS:</b>			
A) All axles and differentials shall be controlled by a fully Automatic Traction Control system, with no manual operator input		✓	
<b>7) CAB:</b>			
A) The cab shall be pressurized, heated, air conditioned, and filtered, ROPS/FOPS tested		✓	
B) The cab shall be insulated to minimize noise with internal sound level maximum of 79 dB(a)		✓	
C) The operator's seat shall be air suspended and feature a retractable seat belt.		✓	
D) A fully cushioned, forward-facing trainer's seat with retractable seat		✓	
E) The cab shall have a Bluetooth ready radio (including speakers, antenna and radio)		✓	
F) Laminated and tinted front glass window and tinted rear glass windows		✓	
G) Folding left and right mirrors		✓	
H) Intermittent (front and rear) windshield washer and wiper		✓	
I) Sun visor		✓	
J) The cab shall feature an alarm (light) to notify the operator that the body is in the up position		✓	
K) Must have a tilt and telescoping steering wheel		✓	
<b>8) BODY:</b>			
A) Front spill guard mounted on body		✓	
B) Mud flaps shall be body mounted		✓	
<b>9) ADDITIONAL FEATURES:</b>			
A) Front towing eyes		✓	
B) Electric hood raise/lower switch		✓	
C) Guards for rear window, radiator, crankcase, hydraulic hoses and axle		✓	
D) Onboard Payload Measurement system included		✓	
E) Rear view cameras		✓	
F) A stability assist system shall be offered (Rollover warning System)		✓	
G) Fully raised body lock		✓	
H) No tailgate is to be installed		✓	
<b>10) MANUALS:</b>			
A) Manuals: Four (4) hard copies of an Operating Manuals (1 per truck and 1 for the shop); three (3) hard copies of a Parts Manual; three (3) hard copies of a Service or Technical Manual. The manuals shall include the schematics for the electrical and hydraulic systems on the dump truck.		✓	
<b>11) EXTENDED WARRANTY &amp; TMR SERVICES:</b>			
A) Extended warranty for the total maintenance and repair, including scheduled and unscheduled maintenance on the new dump truck, which warrants that the dump truck will be free from mechanical breakdown due to manufacturer's		✓	

defects in material and workmanship under normal use and service from date of acceptance by the County until the dump truck has been operated for five (5) years/eight thousand (8,000) service meter hours, whichever occurs first from the date of acceptance of the dump truck. No mileage, no call out fees and surcharges shall be charged. Contractor will be responsible for any transportation of dump truck to accomplish warranty work.

Company Name Bobcat of Orlando LLC, Synergy Rents, Synergy Equipment  
Address 8151 N. Orange Blossom Trail, Orlando, FL 32810  
Telephone 844-796-3749 Fax \_\_\_\_\_  
Authorized Signature [Signature]  
Printed Signature Boady Sherrin



# 40 TON ARTICULATING DUMP TRUCKS

B-6-21-60

## PRICE SHEET

Bid price to provide all labor, materials, equipment, transportation and other facilities as necessary and/or required to execute all of the work described by the bidding documents for price of:

Item Description	Quantity	Unit Price	Extended Price
1. 40 ton articulating dump truck per the attached specifications with 5 years/8,000 service meter hours extended warranty, whichever occurs first from date of acceptance of the truck Make/Model: <u>Dodge PA40</u> Delivery: <u>15-30</u> days, ARO	3 ea.	\$ 481,950	\$ 1,445,850
2. TMR Services: Guaranteed maximum total cost to Brevard County for all services (excluding daily PM) and all repairs, scheduled and unscheduled, for 5 years/8,000 service meter hours (whichever occurs first from date of acceptance of the dozer), as per specifications and special provisions.  List the name and address of the authorized service dealer that will be providing TMR services and warranty repairs: <u>Robert of Orlando Synergy Rents</u> <u>Synergy Equipment</u>	3 ea.	\$ 94,900	\$ 284,700
<b>TOTAL PRICE (1 + 2)</b>	3 ea.	\$ 576,850	\$ 1,730,550 ✓

### ACH PAYMENTS

Does your company accept ACH Payment Method? ☒ Yes / ☐ No

### PROMPT PAYMENT DISCOUNT

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

\* If Prompt Payment Discount is offered, please state discount and terms:

NA



**ADDENDUM ACKNOWLEDGMENT**

Contractor acknowledges receipt of amendments by indicating amendment number and date of issue.

Add. No. 1 Dated 4-30-21 // Add. No. 3 Dated 5-13-21

Add. No. 2 Dated 5-4-21 // Add. No. \_\_\_\_\_ Dated \_\_\_\_\_

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for B-6-21-60 40 Ton Articulating Dump Trucks.

COMPANY NAME Bobcat of Orlando, LLC Synergy Rents, Synergy Equipment

ADDRESS 8151 N. Orange Blossom Trail, Orlando, FL 32810

AUTHORIZED SIGNATURE [Signature]

PRINTED SIGNATURE Ready Shearla DATE 5-25-21

TELEPHONE # 844-796-3749 FAX # \_\_\_\_\_

EMAIL RShearla@Synergyequip.com

**40 Ton Articulating Dump Trucks**  
**B-6-21-60**  
**April 30, 2021**  
**Addendum 1**

**TO ALL PROSPECTIVE BIDDERS**

This is an Addendum to and shall be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 1 in the space provided on the Price Sheet. Bidders are requested to acknowledge receipt of this addendum with their bid.

**CLARIFICATION TO QUESTIONS ASKED RECEIVED:**

1. **Question:** What is the due date and time? I see the bid opening date but no due date or time

**Response:** Please see Page 9, Special Conditions, #4 Receiving of bids: "Bids must be received by Brevard County Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C. Suite C303, Viera FL 32940 no later than May 26, 2021 @ 10:30 A.M."

2. **Question:** What is the cut off date for questions?

**Response:** Please see Page 9, Special Conditions, #3 Information or Clarification: "To be given consideration, such requests must be received in writing no later than May 12, 2021 @ 5:00 pm".

**Please note that the bid opening date and time remains May 26, 2021 @ 10:30 am.**

All other terms and conditions remain unchanged.

Sincerely,



Summer Wyllie  
Procurement Supervisor

**END OF ADDENDUM 1**



**Purchasing Services**  
2725 Judge Fran Jamieson Way  
Building C, Room 303  
Viera, Florida 32940

**40 Ton Articulating Dump Trucks**  
**B-6-21-60**  
**May 4, 2021**  
**Addendum 2**

**TO ALL PROSPECTIVE BIDDERS**

This is an Addendum to and shall be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 2 in the space provided on the Price Sheet. Bidders are requested to acknowledge receipt of this addendum with their bid.

**CLARIFICATION TO QUESTIONS ASKED RECEIVED:**

1. **Question:** We see that Brevard County is requesting bids for the purchase of dump trucks. As a bank owned municipal finance company we provide tax-exempt financing for this type of equipment. Our financing rates are market competitive and are often better than those offered by equipment vendors. Could you let me know if we can send Brevard County a financing proposal for this equipment?

**Response:** Brevard County will not be financing equipment listed in this bid.

2. **Question:** Should exceptions be notified before submitting the offer or with the bid?

**Response:** All exceptions must be included in the bid submittal. Questions are welcomed and will be responded to via addendum. Please note the deadline for questions to be submitted is May 12, 2021 @ 5:00 P.M.

**Please note that the bid opening date and time remains May 26, 2021 @ 10:30 am.**

All other terms and conditions remain unchanged.

Sincerely,

  
Summer Wyllie  
Procurement Supervisor

**END OF ADDENDUM 2**

**40 Ton Articulating Dump Trucks  
B-6-21-60  
May 13, 2021  
Addendum 3**

**TO ALL PROSPECTIVE BIDDERS**

This is an Addendum to and shall be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 3 in the space provided on the Price Sheet. Bidders are requested to acknowledge receipt of this addendum with their bid.

**CLARIFICATION TO QUESTIONS ASKED RECEIVED:**

1. **Question:** Line 8 – Trucks must be new unused and current model. Will the County accept NEW – unused trucks manufacture date 2020 for a faster delivery time frame?

**Response:** Yes, a 2020 New – Unused model will be acceptable. The machine must have a current warranty.

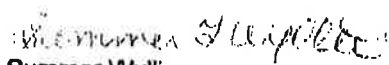
2. **Question:** Spec 3 – Item 8 – The transmission shall be designed and manufactured by articulating truck manufacturer. Will the County accept manufacturers approved transmission supplied to manufacturer?

**Response:** The County will accept manufactures approved transmission as long as the manufactures honor all warranties.

**Please note that the bid opening date and time remains May 26, 2021 @ 10:30 am.**

All other terms and conditions remain unchanged.

Sincerely,

  
Summer Wyllie  
Procurement Supervisor

**END OF ADDENDUM 3**

**40 TON ARTICULATING DUMP TRUCKS**  
**B-6-21-60**  
**CONFIRMATION OF DRUG-FREE WORKPLACE FORM**

In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

*As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.*

Bobcat of Orlando, LLC  
Synergy Rents - Synergy Equipment  
Business Name

  
Authorized Representative's Signature

Randy Sheeran  
Name

B-6-21-60  
Bid Number and Name

5-25-2021  
Date

Government Sales Specialist  
Position

**40 TON ARTICULATING DUMP TRUCKS**  
**B-6-21-60**  
**CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST**

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

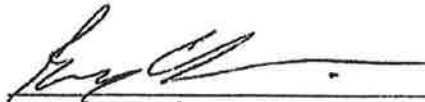
STATE OF FLORIDA

COUNTY OF Hillsborough

BEFORE ME, the undersigned authority, personally appeared Randy Sherrin, who, being by me first duly sworn, made the following statement:

1. The Business address of Bobcat of Orlando, LLC (name of Contractor) is
2. My relationship to Bobcat of Orlando, LLC (name of Contractor) is (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. Robert of Orlando, LLC (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. Robert of Orlando, LLC (name of Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. Robert of Orlando, LLC (name of Contractor) is not engaged in business operations in Cuba or Syria.



Signature

Sworn to and subscribed before me in the state and county first mentioned above on the 25<sup>th</sup> day of May, 2021.

  
Notary Public

My commission expires: 06/19/2022



(AFFIX SEAL or STAMP)

**FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) CONTRACT REQUIREMENTS**

**Attachment A**

During the performance of this contract, the Consultant agrees as follows:

1. The consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The consultant agrees to post in conspicuous places, available to all employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
2. The consultant will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.
3. The consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or worker's representatives of the consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.
5. The consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the consultant's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary



of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the consultant may request the United States to enter into such litigation to protect the interests of the United States."

8. **Clean Air Act and the Federal Water Pollution Control Act:** (For all contracts in excess of \$150,000)

**Clean Air Act -**

- i. The consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- ii. The consultant agrees to report each violation to the Brevard County Facilities Department and understands that the Brevard County Facilities Department will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional office.
- iii. The consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Federal Water Pollution Control Act -**

- i. The consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- ii. The consultant agrees to report each violation to the Brevard County Facilities Department and understands and agrees that the Brevard County Facilities Department will, in turn, report each violation to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

9. **Suspension and Debarment:**

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the consultant is required to verify that none of the consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by Brevard County Facilities Department. If it is later determined that the consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Federal Emergency Management Agency and Brevard County Facilities Department, the Federal Government may

pursue available remedies, including but not limited to suspension and/or debarment.

10. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended):**

Consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

11. **Certification for Contracts, Grants, Loans, and Cooperative Agreements**

(To be submitted with each bid or offer exceeding \$100,000)

The Consultant certifies, to the best of his or her knowledge, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

12. **Procurement of Recovered Materials:**  
In the performance of this contract, the consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - ii. Meeting contract performance requirements; or
  - iii. At a reasonable price.
- Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

13. **Additional FEMA Requirements:**

- A. **Access to Records:**
- i. The consultant agrees to provide Brevard County Facilities Department, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers and records of the consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
  - ii. The consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - iii. The consultant agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.
- B. **DHS (Department of Homeland Security) Seal, Logo and Flags:**  
The consultant shall not use DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- C. **Compliance with Federal Law, Regulations and Executive Orders:**  
The consultant acknowledges that FEMA financial assistance will be used to fund the contract only. The consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.
- D. **No Obligation by Federal Government:**  
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- E. **Fraud and False or Fraudulent or Related Acts:**  
The consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the consultant's actions pertaining to this contract.

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2. The consultant will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.
3. The consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or worker's representatives of the consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
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6. In the event of the consultant's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
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of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the consultant may request the United States to enter into such litigation to protect the interests of the United States."

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- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

12. **Procurement of Recovered Materials:**

In the performance of this contract, the consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - ii. Meeting contract performance requirements; or
  - iii. At a reasonable price.
- Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

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- i. The consultant agrees to provide Brevard County Facilities Department, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers and records of the consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- ii. The consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The consultant agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

B. **DHS (Department of Homeland Security) Seal, Logo and Flags:**

The consultant shall not use DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

C. **Compliance with Federal Law, Regulations and Executive Orders:**

The consultant acknowledges that FEMA financial assistance will be used to fund the contract only. The consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

D. **No Obligation by Federal Government:**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

E. **Fraud and False or Fraudulent or Related Acts:**

The consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the consultant's actions pertaining to this contract.

WASTE MANAGEMENT DEPARTMENT  
ICAL YEAR 2020-2021 CAPITAL OUTLAY SUMMARY

Program Name	Description	Quantity	Unit Cost	Funding Source	Total Cost	Fund	Fund Center/Com New OR	Prop.#	Age	Justification
proal					\$0					
	Truck, Fuel	1	\$865,000	Assessments	\$865,000	Truck	4011 352130/5640000 Replacement	341-0378	10	Beyond economical repair.
	Trailer, Mounted Generator	1	\$27,851	Assessments	\$27,851	Trailer	4011 352130/5640000 Replacement	343-0569	20	Beyond economical repair.
	Vacuum, Allianz	1	\$45,088	Assessments	\$45,088	Heavy Eq	4011 352130/5640000 Replacement	343-1982	13	Beyond economical repair.
	Dozer, D7R Caterpillar	1	\$775,499	Assessments	\$775,499	Heavy Eq	4011 352130/5640000 Replacement	405-0046	4	Beyond economical repair.
	Compactor	1	\$1,023,199	Assessments	\$1,023,199	Heavy Eq	4011 352130/5640000 Replacement	408-0048	3	Beyond economical repair.
	Loader, 644K	1	\$431,006	Assessments	\$431,006	Heavy Eq	4011 352130/5640000 Replacement	410-0139	6	Beyond economical repair.
	Truck, Dump, JD 370E	3	\$700,000	Assessments	\$2,100,000	Heavy Eq	4011 352130/5640000 Replacement	429-0216,429-0224,429-025	6,5,5	Beyond economical repair.
	Mower, 4493 Bad Boy	1	\$10,130	Assessments	\$10,130	Equipment	4011 352130/5640000 Replacement	604-1030	7	Beyond economical repair.
	Wastepaper Roll-off Container	1	\$5,758	Assessments	\$5,758	Other	4011 352130/5640000 Replacement	607-0251	28	Beyond economical repair.
	Desktop Computer							184152000;		
								185046000;		
								185287000;		
								185290000;		
								185291000;		
								185288000;		
								185292000;		
								186084000;		
								186087000		
										Machines are obsolete and will not run newer software required by department.
	Server	1	\$9,500	Assessments	\$9,500	Computer	4010 352000/5640000 Replacement	1833-161P		
	Printer, Network	1	\$2,950	Assessments	\$2,950	Computer	4010 352000/5640000 Replacement	026-829343		
	Pressure Washer	1	\$1,300	Assessments	\$1,300	Equipment	4010 351010/5640000 New			
	Table, Exterior 10'	1	\$2,000	Assessments	\$2,000	Other	4010 351010/5640000 New			
	Pressure Washer	1	\$1,300	Assessments	\$1,300	Equipment	4010 352010/5640000 New			
	Landfill, GPS	4	\$11,750	Assessments	\$47,000	Other	4010 352010/5640000 New			
	Air Compressor	1	\$3,200	Assessments	\$3,200	Equipment	4010 352030/5640000 New			
	Fluid Exchange Tank	1	\$2,100	Assessments	\$2,100	Other	4010 352090/5640000 New			
	Bottle Jacks	2	\$1,950	Assessments	\$3,900	Equipment	4010 352090/5640000 New			
	JPRO Diagnostic Tool	1	\$7,000	Assessments	\$7,000	Equipment	4010 352090/5640000 New			
	3/4 Drive Socket Set	1	\$1,600	Assessments	\$1,600	Equipment	4010 352090/5640000 New			
					\$0					
					\$0					
					\$4,881,382					

total Funded For Program

Current server is having maintenance issues and is required to backup main Solid Waste systems.  
Printer is obsolete and has maintenance issues.





**Purchasing Services**  
2725 Judge Fran Jamieson Way  
Building C, Room 303  
Viera, Florida 32940

**NOTICE OF AWARD**  
June 14, 2021  
B-6-21-60: 40 Ton Articulating Dump Trucks

PROCUREMENT ANALYST: Debbie Feingold

<u>VENDOR</u>	<u>VENDOR CITY AND STATE</u>	<u>MEETS MINIMUM REQUIREMENTS</u>	<u>ITEMS AWARDED</u>	<u>BID PRICE WITH TMR SERVICES</u>
Bobcat of Orlando LLC dba Synergy Rents LLC	Orlando, FL	YES	ALL	\$1,730,550
Dobbs Equipment, LLC	Riverview, FL	YES	NONE	\$1,753,404
Ring Power Corporation	Riverview, FL	YES	NONE	\$1,895,037
Alta Construction Equipment Florida, LLC	Tampa, FL	YES	NONE	\$1,905,000
Linder Industrial Machinery	Plant City, FL	YES	NONE	\$2,236,296
National Equipment Dealers, LLC dba Earthmovers Construction Equipment	Apopka, FL	NO	NONE	Bid Equipment Does Not Meet Minimum Specifications
Fields Equipment Co. Inc.	Winter Haven, FL	NO	NONE	Statement of No-Bid
Royal Wave ENT LP	Atlanta, GA	NO	NONE	Non-Responsive

☐ BOARD AWARD--AGENDA ATTACHED

☒ APPROVED AWARD (NON-BOARD AGENDA):  
(Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT)

Steven A. Darling Jr., Central Services Director

- ☒ Award to overall lowest, most responsive bidder, minimum three responses received.  
☐ Award to other than low, with low bid being non-responsive.  
☐ Award to low bid, less than three responses received.

AWARDED BY A COMMITTEE CONSISTING OF: Sherry Loadholtz; Solid Waste, Richard Dees; Solid Waste, Euripides Rodriguez; Solid Waste, Debbie Feingold; Purchasing Services, Summer Wyllie; Purchasing Services

**FOR PURCHASING USE ONLY:**

☒ **ONE-TIME PURCHASE:** Award to include TMR Services for five (5) years / eight thousand (8,000) service meter hours

☐ **ANNUAL BID:**  
EFFECTIVE DATE: \_\_\_\_\_ ENDING DATE: \_\_\_\_\_  
RENEWAL OPTION ☐ One year ☐ Other (fill in) \_\_\_\_\_

- ☐ Prompt Payment Discount Offered ☐ Yes \_\_\_\_\_ (Terms) ☒ NO  
☐ Performance and payment bonds received with construction contract documents.  
☐ Release Cashier's or Certified Check Received for Bid Deposit on Bids

**SPECIAL INSTRUCTIONS TO AWARDED VENDOR:**

- ☒ Please provide certificate of insurance.  
☐ Please provide performance and payment bonds as required.  
☒ Please provide signed W-9 (2018 Version)

SW

**BREVARD** *County*  
BOARD OF COUNTY COMMISSIONERS

**FLORIDA'S SPACE COAST**

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

Telephone: (321) 837-2001  
Fax: (321) 284-8972  
Kimberly.Powell@brevardclerk.us



September 9, 2020

**MEMORANDUM**

**TO:** Jill Hayes, Budget Office Director

**RE:** Item D.9., Resolution Adopting Budgets for FY 2020-2021 for Certain Districts and Programs

The Board of County Commissioners, in special session on September 8, 2020, adopted Resolution No. 20-103, adopting the budgets of Solid Waste Management Department, Stormwater Utility, Fire Rescue Operations Assessment, and Melbourne-Tillman Water Control District. Enclosed is a fully-executed Resolution.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

  
Kimberly Powell, Clerk to the Board

Encl. (1)

cc: County Manager  
Tax Collector  
Finance




BOARD OF COUNTY COMMISSIONERS


Solid Waste Management Department  
2725 Judge Fran Jamieson Way  
Building A, Room 118  
Viera, Florida 32940

## Inter-Office Memo

July 13, 2021

To: Rachel M. Sadoff, Clerk

Through: Thomas Mulligan, Interim Director Solid Waste Management Department 

From: Joseph Hacker, Contract Administrator 

Re: Ring Power Corporation (Dozer Purchase)

Please find attached for your signature a Solid Waste Management Department Agreement to purchase a Dozer in the amount of \$786,554.00 from Ring Power Corporation. Funding is budgeted in the Solid Waste Management Department for the replacement of Capital Equipment, as approved by the BOCC September 8, 2020.

This is an Agreement that includes:

- The purchase of 1 Dozer for the total amount of \$786,554.00
- Maintenance/Repair in the amount of \$200,469.00
- TMR (Total Maintenance & Repair) for 4 years/9,000 hrs.

Please sign all 3 copies and return the remaining ones to Brevard County Solid Waste.

If additional information is needed, please contact Interim Director Thomas Mulligan at 321-633-2042.

Attachments: Agreement with Ring Power Corporation (3ea)  
AO-29 Contract Review and Approval Form  
Kimmie Gram Budget Approval September 8, 2020  
Invitation to Bid/ Price sheet



BOARD OF COUNTY COMMISSIONERS

**Solid Waste Management Department**  
2725 Judge Fran Jamieson Way  
Building A, Room 118  
Viera, Florida 32940

## Inter-Office Memo

June 29, 2021

To: Rita Pritchett, Chair

Through: Frank Abbate, County Manager *FBA*

Through: John P. Denninghoff, Assistant County Manager *[Signature]*

Through: Euripides Rodriguez, Director Solid Waste Management Department *[Signature]*

From: Joseph Hacker, Contract Administrator *JH*

Re: Ring Power Corporation (Dozer Purchase)

Please find attached for your signature a Solid Waste Management Department Agreement to purchase a Dozer in the amount of \$786,554.00 from Ring Power Corporation. Funding is budgeted in the Solid Waste Management Department for the replacement of Capital Equipment, as approved by the BOCC September 8, 2020.

This is an Agreement that includes:

- The purchase of 1 Dozer for the total amount of \$786,554.00
- Maintenance/Repair in the amount of \$200,469.00
- TMR (Total Maintenance & Repair) for 4 years/9,000 hrs.

County Risk Management and the County Attorney Office have reviewed and approved the Contract.

If additional information is needed, please contact Director Euripides Rodriguez at 321-633-2042.

Attachments: Agreement with Ring Power Corporation (3 copies)  
AO-29 Contract Review and Approval Form  
Kimmie Gram Budget Approval September 8, 2020  
Invitation to Bid/ Price sheet

## **AGREEMENT**

THIS AGREEMENT made and entered into by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "County"), and Ring Power Corporation, a business having its primary business location at 500 World Commerce Parkway, St. Augustine, FL 32092, (hereinafter the "Contractor").

## **WITNESSETH:**

**WHEREAS**, the County is desirous of purchasing one (1) dozer, Caterpillar D7, (hereinafter "machine") in the amount of \$786,554 (\$821,554 less trade in price of \$35,000) for use at the Solid Waste Management Department's Central Disposal Facility, 2250 Adamson Rd., Cocoa, FL 32926 and to obtain Total Maintenance and Repair services (hereinafter "TMR Services") for the machine; and

**WHEREAS**, the provision of the machine and services shall mutually benefit the parties hereto and the residents of Brevard County, Florida.

**NOW THEREFORE**, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. **SCOPE OF THE WORK:** The Contractor shall be prepared to furnish all labor, materials, equipment, machinery, tools, apparatus and transportation to perform all work or services specified in Exhibit A (Bid #B-6-21-58/Track Type Bulldozer with Waste Handler Package), attached hereto and made a part hereof by this reference.
2. **TIME FOR PERFORMANCE:** Contractor shall deliver the machine as required herein prior to September 30, 2021 after the County's issuance of a purchase order. Contractor shall then provide TMR services for the machine for a period of 4 years/9,000 service meter hours, whichever occurs first from date of acceptance of the machine by the County.
3. **PAYMENTS:** County shall pay the Contractor for the machine and services provided under this Agreement as provided in Exhibit A to this Agreement and made a part of this Agreement by this reference. The County reserves the right to deduct from any Contractor invoice any amount for defective or nonconforming work or for work not provided but invoiced. The County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.
4. **WARRANTY:** The Contractor will provide a premier warranty for 4 years/9,000 hours for the machine.
5. **TOTAL MAINTENANCE & REPAIR:** Contractor shall provide total maintenance and repair, including scheduled and unscheduled maintenance, on the new machine in the amount of \$200,469 which warrants that the machine will be free from mechanical

breakdown due to manufacturer's defects in material and workmanship under normal use and service from date of acceptance by the County until the machine has been operated for 4 years/9,000 service meter hours, whichever occurs first from the date of acceptance of the machine.

**6 INDEMNIFICATION:** The Contractor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its work under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts may be liable, regardless of whether or not it is caused by a party indemnified thereunder. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial contractor, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

**7. MODIFICATIONS TO AGREEMENT:** This Agreement, together with any exhibits, task assignments and schedules constitute the entire contract between the County and the Contractor and supersedes all prior written or oral understandings. This Agreement and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

**8. INSURANCE:** The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

a. **General Liability Insurance:** General Liability Insurance issued by responsible insurance companies and in a form acceptable to the County, with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage per occurrence.

b. **Automobile Liability Insurance:** Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) combined single limits for Bodily Injury and Property Damage per accident.

c. **Workers' Compensation Coverage:** Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided.

d. **Insurance Certificates:** The Contractor shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. Said Liability Policies shall provide that the County be an additional insured. The County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be

issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

9. **ATTORNEY'S FEES:** In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.

10. **GOVERNING LAW:** This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

11. **COMPLIANCE WITH STATUTES:** It shall be the Contractor's responsibility to be aware of and comply with all federal, state and local laws.

12. **VENUE:** Venue for any legal action by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

13. **ASSIGNMENTS:** Contractor shall not assign any portion of this Agreement without the written permission of the County.

14. **TERMINATION:** If either party fails or refuses to perform any of the provisions of this Agreement or otherwise fails to timely satisfy the Agreement provisions, either party may notify the other party in writing of the nonperformance and terminate the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform. Such termination is effective upon the other party's receipt of the Notice of Termination. Any work completed or services provided prior to the date of termination shall, at the option of the County, become the property of the County. The County is only responsible for payment for work completed prior to the effective date of termination.

15. **INDEPENDENT CONTRACTOR:** The Contractor shall perform the services under this Agreement as an independent Contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the Contractor or any of its agents or employees to be the agent, employee or representative of the County.

16. **RIGHT TO AUDIT RECORDS:** The County and its auditors shall be entitled to audit the books and records of the Contractor to the extent that such books and records relate to the performance of this Agreement. Said records shall be made available, upon request, for audit purposes to Brevard County and its auditors. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing.

17. **PUBLIC RECORDS:**  
In the performance of this Agreement, the Contractor shall keep books, records and accounts of all activities related to the Agreement in compliance with generally accepted accounting procedures and in compliance with the Public Records Laws of the State of Florida (Including, but not limited to Chapter 119, Florida Statutes).

All records or documents created by Contractor or provided to Contractor by the County in connection with the activities or services provided by Contractor under the terms of this Agreement, are public records and Contractor agrees to comply with any request for such public records or documents made in accordance with Chapter 119, Florida Statutes.

Records, documents, books and accounts ordinarily and necessarily required for the performance of this Agreement shall be kept, maintained and open for inspection by the County, County's representative, and members of the public during regular business hours.

The Contractor shall provide the public with access to public records on the same terms and conditions that the public agency provides the records and at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law (see also County Administrative Order, AO-47).

The Contractor shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Agreement shall be subject to copyright by Contractor in the United States or any other country.

The Contractor shall meet all requirements for retaining public records and shall transfer, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

Failure to comply with the provisions of this Agreement shall result in the County taking enforcement action against the Contractor including the cost to the County for gaining the Contractor's compliance which will include, but are not limited to, the gross hourly rate of the County's employee contacts to the Contractor to obtain compliance with this section, litigation filing fees and attorney's fees.

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide Public Records relating to this Agreement, contact the custodian of Public Records: Miranda Guppenberger, Administrative Assistant, 2725 Judge Fran Jamieson Way, Bldg. A, Ste. #118, Viera, FL 32940; email address; (321)633-2042.**

**18. UNAUTHORIZED ALIEN WORKERS:** Brevard County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien



workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a contractors intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

**19. FEDERAL TAX ID NUMBER:** The Contractor shall provide to the County their Federal Tax ID Number or, if the Contractor is a sole proprietor, a Social Security Number.

**20. EMPLOYMENT:** The Contractor shall not engage the services of any person or persons now employed by the County, including any department, agency, board or commission thereof, to provide services relating to this Agreement without written consent from the County.

**21. PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

**22. TERMINATION FALSE CERTIFICATION, SCRUTINIZED COMPANIES, BOYCOTTING:** Contractor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Contractor agrees to observe the requirements of Section 287.135, F.S., for applicable sub agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the County may immediately terminate this Agreement for cause if the Contractor, its affiliates, or its subcontractors are place on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(\*), F.S., if federal law cease to authorize these contracting prohibitions then they shall become inoperative.

**23. CONSTRUCTION OF AGREEMENT:** The parties hereby acknowledge that they fully reviewed this Agreement, its attachments and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.

**24. NOTICE:** Notice under this Agreement shall be given by certified mail or hand delivery as follows: Solid Waste Management Department, 2725 Judge Fran Jamieson Way, Bldg. A, Ste. #118, Viera, FL 32940 and Notice shall be given to the Contractor by certified mail or hand delivery as follows: Ring Power Corporation, 500 World Commerce Parkway, St. Augustine, FL 32092.

**25. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY):**

**(a) In accordance with Chapter 448.095, Florida Statutes, a public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify System.**

**(b) The County shall not enter into, or renew, a contract with a vendor/contractor that is not enrolled in E-Verify. Any vendor/contractor that has a contract with the County shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term.**

**(c) The County shall verify the Vendor's/Contractor's participation in E-Verify Program by confirming their enrollment on the Department of Homeland Security E-Verify Website. Vendor's/Contractor's whose participation cannot be verified on the Department of Homeland Security's E-Verify Website, shall provide acceptable evidence of their enrollment prior to award and the execution of a contract. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.**


**(d) A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment.**

**(e) Nothing in this section may be construed to allow intentional discrimination of any class protected by law.**

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its duly authorized representatives as of the date on which the last of the parties hereto executes this Agreement.

ATTEST:

  
Rachel M. Sadoff, Clerk

BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA

By: 

Rita Prilchett, Chair

Date: 7/8/2021

As approved by Board on: 9/08/2020

Reviewed for legal form and content:

  
Abigail Jorandby, Assistant County Attorney

ATTEST:

  
Signature

Jay Lusk, VP/Asst. Gov. Sales Mgr.

Name & Title, Typed

CONTRACTOR

By: 

Signature

Date: 6/11/2021

Alan Thomas, VP/Government Sales Director

Name & Title, Typed or Printed

Ring Power Corporation

Name of Company, Corp., etc.

500 World Commerce Parkway

Mailing Address

St. Augustine, FL 32092

City, State, Zip

(904)737-7730

Area Code/Telephone Number

  
SARAH LU GRIFFITH  
Notary Public, State of Florida  
My Comm. Expires 09/29/2023  
Commission No. GG917306

SEAL

HUD WASTE MANAGEMENT DEPARTMENT  
FISCAL YEAR 2020-2021 CAPITAL OUTLAY SUMMARY

Program Name	Description	Quantity	Unit Cost	Funding Source	Total Cost	Category	Fund	Fund Center/Com	New OR	Prop.#	Age	Justification
posol					\$0							
	Truck, Fuel	1	\$365,000	Assessments	\$365,000	Truck	4011	352130/5640000	Replacement	341-0378	10	Beyond economical repair.
	Trailer, Mounted Generator	1	\$27,851	Assessments	\$27,851	Trailer	4011	352130/5640000	Replacement	343-0569	20	Beyond economical repair.
	Vacuum, Allianz	1	\$45,088	Assessments	\$45,088	Heavy Eqt	4011	352130/5640000	Replacement	343-1982	13	Beyond economical repair.
	Poser, 678 Cranes	1	\$775,499	Assessments	\$775,499	Heavy Eqt	4011	352130/5640000	Replacement	405-0046	4	Beyond economical repair.
	Compactor	1	\$1,023,198	Assessments	\$1,023,198	Heavy Eqt	4011	352130/5640000	Replacement	408-0048	3	Beyond economical repair.
	Loader, 644K	1	\$431,006	Assessments	\$431,006	Heavy Eqt	4011	352130/5640000	Replacement	410-0139	6	Beyond economical repair.
	Truck, Dump, JD 370E	3	\$700,000	Assessments	\$2,100,000	Heavy Eqt	4011	352130/5640000	Replacement	429-0216,429-0224,429-025	6,5,5	Beyond economical repair.
	Mower, 4493 Bad Boy	1	\$10,130	Assessments	\$10,130	Equipment	4011	352130/5640000	Replacement	604-1030	7	Beyond economical repair.
	Wastequip Roll-off Container	1	\$5,758	Assessments	\$5,758	Other	4011	352130/5640000	Replacement	607-0251	28	Beyond economical repair.
	Desktop Computer									184152000;		
										185046000;		
										185287000;		
										185290000;		
										185292000;		
										185699000;		
										186084000;		
										186087000		
		10	\$1,600	Assessments	\$16,000	Computer	4010	352000/5640000	Replacement	183316HP		Machines are obsolete and will not run newer software required by department.
										026-829343		
	Server	1	\$9,500	Assessments	\$9,500	Computer	4010	352000/5640000	Replacement			Current server is having maintenance issues and is required to backup main Solid Waste systems.
	Printer, Network	1	\$2,950	Assessments	\$2,950	Computer	4010	352000/5640000	Replacement			Printer is obsolete and has maintenance issues.
	Pressure Washer	1	\$1,300	Assessments	\$1,300	Equipment	4010	351010/5640000	New			
	Table, Exterior 10'	1	\$2,000	Assessments	\$2,000	Other	4010	351010/5640000	New			
	Pressure Washer	1	\$1,300	Assessments	\$1,300	Equipment	4010	352010/5640000	New			
	Landfill, GPS	4	\$11,750	Assessments	\$47,000	Other	4010	352010/5640000	New			
	Air Compressor	1	\$3,200	Assessments	\$3,200	Equipment	4010	352030/5640000	New			
	Fluid Exchange Tank	1	\$2,100	Assessments	\$2,100	Other	4010	352090/5640000	New			
	Bottle Jacks	2	\$1,950	Assessments	\$3,900	Equipment	4010	352090/5640000	New			
	JPRD Diagnostic Tool	2	\$7,000	Assessments	\$14,000	Equipment	4010	352090/5640000	New			
	3/4 Drive Socket Set	1	\$1,600	Assessments	\$1,600	Equipment	4010	352090/5640000	New			
					\$0							
					\$0							
					\$4,881,363							

Total Funded For Program

BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS

## CONTRACT REVIEW AND APPROVAL FORM

### SECTION I - GENERAL INFORMATION

1. Contractor: To be determined		2. Amount: To be determined	
3. Fund/Account #: 4011/352130/5640000		4. Department Name: Solid Waste Management Dept.	
5. Contract Description: Purchase of Dozer w/TMR Services			
6. Contract Monitor: Richard Dees		8. Contract Type:  OPERATION EXPENSE	
7. Dept/Office Director: Euripides Rodriguez			
9. Type of Procurement: Invitation to Bid (ITB)			

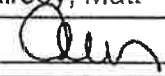
### SECTION II - REVIEW AND APPROVAL TO ADVERTISE

#### APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE	
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Joseph Hacker	<small>Digitally signed by Joseph Hacker Date: 2021.04.21 12:23:18 -04'00'</small>
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Feingold, Debbie	<small>Digitally signed by Feingold, Debbie Date: 2021.04.21 12:23:18 -04'00'</small>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt	<small>Digitally signed by Lairsey, Matt Date: 2020.12.04 11:00:03 -05'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Valliere, Christine	<small>Digitally signed by Valliere, Christine Date: 2020.12.15 09:37:08 -05'00'</small>


### SECTION III - REVIEW AND APPROVAL TO EXECUTE

#### APPROVAL

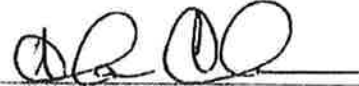
COUNTY OFFICE	YES	NO	SIGNATURE	
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Joseph Hacker	
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Darling, Steven	<small>Digitally signed by Darling, Steven Date: 2021.06.17 09:04:36 -04'00'</small>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt	<small>Digitally signed by Lairsey, Matt Date: 2021.06.17 08:26:41 -04'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	 6/29/2021	

### SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM 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 G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>

<b>SUBMIT SEALED BID TO:</b> BREVARD COUNTY PURCHASING SERVICES 2725 JUDGE FRAN JAMIESON WAY BLDG C, 3rd FLOOR, SUITE C-303 VIERA, FL 32940			<b>INVITATION TO BID</b> <b>Bid Acknowledgment</b>
<b>PROCUREMENT ANALYST:</b> Debbie Feingold debbie.feingold@brevardfl.gov	(321) 617-7390 Ext 5-9332	<b>AN EQUAL OPPORTUNITY EMPLOYER</b>	FLORIDA TAX EXEMPT #85-8012621749C-1 FEDERAL TAX EXEMPT #59-6000523
<b>BID SPECIFICATIONS MAY BE OBTAINED AT:</b> Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or at the "bids DemandStar" website and VendorLink			
<b>RELEASE DATE:</b> April 29, 2021	<b>BID TITLE:</b> Track Type Bulldozer with Waste Handler Package	<b>BID NUMBER:</b> B-6-21-58	<b>BID OPENING DATE AND TIME:</b> May 26, 2021 @ 10:00 A.M.
<b>PRE-BID DATE, TIME, AND LOCATION</b> None Scheduled		<input type="checkbox"/> Mandatory <input checked="" type="checkbox"/> Non-Mandatory	<b>BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED</b>

**▼ CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM ▼**


<b>LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS:</b> Ring Power Corporation 500 World Commerce Parkway St. Augustine, FL 32092	<b>FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):</b> 59-0934246
<b>TELEPHONE NUMBER/TOLL-FREE NUMBER:</b> ( 904 ) 737-7730	If returning as a "no bid," state reason:
I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Contractor. In submitting a bid to the County of Brevard, the Contractor offers and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor.	The Contractor acknowledges that information provided in this ITB is true and correct  X  AUTHORIZED SIGNATURE (AGENT) Alan Thomas NAME (PRINTED) VP/Governmental Sales Director TITLE 05/19/2021 DATE

**\*THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID\***

Sworn to and subscribed before me this 19<sup>th</sup> day of May, 2021.

Personally known: ☒

Or produced identification: ☐ Type of ID: \_\_\_\_\_

 FL  
 SIGNATURE OF NOTARY PUBLIC STATE

Sarah L. Griffith  
 NAME OF NOTARY PUBLIC (PRINTED)

My commission expires: 09/29/2023

(AFFIX SEAL OR STAMP)

**SARAH LU GRIFFITH**  
 Notary Public, State of Florida  
 My Comm. Expires 09/29/2023  
 Commission No. GG917306

**BOND DATA**

**CONTRACTOR MUST PROVIDE:**

Yes ☐ No ☒ **BID BOND**

Yes ☐ No ☒ **PERFORMANCE BOND**

Yes ☐ No ☒ **LABOR, MATERIAL, PERFORMANCE BOND**

**AMOUNT:**

In cases where the amount of a surety bond exceeds \$500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:

BOND AMOUNT UP TO:	FINANCIAL CLASS	BOND AMOUNT UP TO:	FINANCIAL CLASS
\$ 1,000,000	I	\$ 25,000,000	V
\$ 2,000,000	II	\$ 50,000,000	VI
\$ 5,000,000	III	\$ 100,000,000	VII
\$ 10,000,000	IV		

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

**PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE.**  
**ALL FIRST TIME CONTRACTORS MUST SUBMIT A W-9 FORM.**

**TRACK TYPE BULLDOZER WITH WASTE HANDLER PACKAGE**

**B-6-21-58**

**SPECIAL CONDITIONS**

**1. PURPOSE**

Brevard County Purchasing Services, on behalf of the Solid Waste Management Department, is soliciting bids from qualified contractors to provide one (1) track type dozer equipped with a waste handler package.

**DELIVERY**

Prices for delivery and unloading shall be F.O.B. destination, freight prepaid and allowed, including all packing, shipping, handling, and fuel surcharges to Brevard County Central Disposal Facility, 2250 Adamson Rd., Cocoa, FL 32926 and include unloading and start-up. (See attached Special Provisions for additional delivery requirements.)

Indicate delivery time in the space provided on the Price Sheet. Delivery is required no later than September 30, 2021, following the issuance of the purchase order. The County reserves the right to consider delivery as a factor in award. The County further reserves the right to accept the bid which best serves the County's interest, and to reject any and all bids.

**2. ADDITIONAL PURCHASES**

Brevard County reserves the right to purchase additional bulldozers at the same bid price, terms and conditions for a period of one (1) year from the date of acceptance.

**3. INFORMATION OR CLARIFICATION**

For information concerning procedures for responding to this bid, contact Debbie Feingold, Purchasing Services at 321-617-7390 or by email at [debbie.feingold@brevardfl.gov](mailto:debbie.feingold@brevardfl.gov). Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services and posted online at [Onvia DemandStar](https://www.onvia.com) website and VendorLink. The County will not notify Contractors of addenda. It is the sole responsibility of the Contractor to check the website prior to submitting a bid to verify receipt of all documents to include written addendum.

Contractors shall promptly notify Purchasing Services, prior to submission of their bid, of any ambiguity, inconsistency or error, which they may discover upon examination of the bid documents. No interpretation of the meaning of specifications or other documents will be made to any Contractor orally, nor may Contractor rely on any such pre-bid statements in completing the bid. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or emailed to the attention of Debbie Feingold at [debbie.feingold@brevardfl.gov](mailto:debbie.feingold@brevardfl.gov). To be given consideration, such requests must be received in writing no later than **May 12, 2021 @ 5:00 P.M.**

**4. RECEIVING OF BIDS**

Bids must be received by Brevard County Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite C303, Viera, FL 32940 no later than **May 26, 2021 @ 10:00 A.M.** Bids must be submitted on County format to be considered. The official time clock will be the date and time stamp clock located in the Purchasing Office.

**Electronic bid filing is now available on VendorLink at [www.myvendorlink.com](http://www.myvendorlink.com). Electronic bidding is preferred; however hard copy bids will still be received.**

If submitting hard copies, bids shall be submitted in one original and should be accompanied by

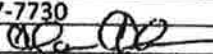
an equivalent electronic PDF file on USB flash drive. **DO NOT MODIFY OR REISSUE THE PRICE SHEET; USE THE PRICE SHEET FORM PROVIDED.**

**Note\*** Please ensure that if you use a third-party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to Purchasing Services on the third (3rd) floor at the above address. Contractors are advised that U.S. Postal Service 1<sup>st</sup> Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Contractor's risk. To be considered, a bid must be accepted in Purchasing Services no later than the ITB closing date and time. If the bid is delivered anywhere else, it may not reach Purchasing Services in time.

5. The bulldozer shall be new, unused and of current model and meet the attached specifications. The bulldozer shall be equipped in accordance with the manufacturer's latest literature, a copy of which must accompany the contractor's bid showing that the equipment meets or exceeds each and every requirement of the specifications of these solicitation documents

**NOTE:** Any omissions or errors in these specifications do not relieve the successful contractor from furnishing a complete bulldozer, ready for immediate use.

6. Where the unit deviates from specifications, clearly indicate the nature of the deviation on the Exception Form. The County reserves the right to waive minor deviations from the specifications, which in the County's sole and absolute judgment do not materially affect the bulldozer's performance or maintenance.

Company Name Ring Power Corporation  
Address 500 World Commerce Parkway St. Augustine, FL 32092  
Telephone (904)737-7730 Fax (904)494-7606  
Authorized Signature   
Printed Signature Alan Thomas, VP/Governmental Sales Director



**TRACK TYPE BULLDOZER WITH WASTE HANDLER PACKAGE**

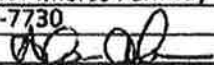
**B-6-21-58**

**SPECIAL PROVISIONS**

1. The contractor shall be responsible for delivering the bulldozer in a properly serviced, cleaned and optimized operating condition.
2. Pre-delivery shall include complete lubrication, filling all fluid levels to proper level, adjustment of engine to proper operating condition, check to insure perfect operation of all mechanical features, and completely clean bulldozer of all unnecessary stickers, tags and papers.
3. The following manuals shall be delivered with each piece of bulldozer: Two (2) hard copies of Operating Manual; one (1) hard copy of Parts Manual; one (1) hard copy of Service or Technical Manual. The manuals shall include the schematics for the electrical and hydraulic systems on the bulldozer.
4. An experienced serviceman/operator shall accompany the delivery of the bulldozer and shall be available to answer questions regarding service, operation and maintenance of the bulldozer for a period of not less than one (1) working day.
5. The bulldozer's compliance with the bid specifications and ability to perform in the conditions normally encountered in a Class I or Class III landfill, including extreme summer conditions, shall be demonstrated by continuously operating at least ten (10) consecutive hours.
7. When the contractor performs work at the County landfill, the contractor's billable hours will not accrue until the contractor arrives at the landfill and begins working on the bulldozer.
8. Replacement part(s) or requested part(s) must be delivered to the County within three (3) working days (72 hours) from verbal request by the County. Failure to provide the part(s) will result in a ten percent (10%) per working day reduction of the contractor's list price to the County for each day or part thereof that the replacement or requested part(s) are not delivered to the County.
9. The contractor shall assume full responsibility for warranty of all components of the bulldozer. A statement shall be attached to the bid setting out the conditions of the warranty. The manufacturer's standard warranty shall also be furnished.
10. Contractor must provide an extended warranty for the total maintenance and repair, including scheduled and unscheduled maintenance on the new bulldozer, which warrants that the bulldozer will be free from mechanical breakdown due to manufacturer's defects in material and workmanship under normal use and service from date of acceptance by the County until the bulldozer has been operated for four (4) years / nine thousand (9,000) service meter hours, whichever occurs first from the date of acceptance of the bulldozer. No mileage, no call out fees and surcharges shall be charged. Contractor will be responsible for any transportation of the bulldozer to accomplish warranty work.
11. Should the contractor fail to complete any repair that is under warranty and return the bulldozer to duty within seventy-two (72) continuous hours (exclusive of Sundays and County holidays) from verbal notification by the County to the contractor that a warranty repair is needed, a delay charge of five hundred dollars (\$500) per day shall be paid to the County by the contractor for each workday delay or any part thereof that the bulldozer is not returned to duty. Should parts not be available to the contractor by reason of strike, natural disaster or national emergency, the delay charge shall not be made. The contractor shall have the option of furnishing like bulldozer acceptable to the County without charge to the County during any delay period, and in such case shall not be charged. All delay charges shall be paid to the County in the form of a cashier's check

made payable to Brevard County Solid Waste within forty-five (45) days of receipt of written notification by the County. Store credits in lieu of payment to the County will not be allowed.

12. All repair work must be conducted at the County work site unless otherwise agreed by the County.
13. The contractor shall be responsible for any transportation of the bulldozer, which may be required to accomplish warranty work and/or to furnish temporary replacement bulldozer without charge to the County. Contract is responsible for all loss and/or damage to the equipment while in their possession. This includes during transport by the contractor or agent up to delivery accepted by the County, and while in the possession of the contractor or agent for repairs until returned to the County.
14. The contractor shall have a full-service facility or personnel within ninety (90) miles of the Central Disposal Facility, 2250 Adamson Rd., Cocoa, FL 32926. A "full service facility" is defined as a facility that the contractor believes is adequately stocked and staffed to perform under the conditions of these specifications.
15. The contractor shall respond by initiating repairs on site within four (4) hours from verbal notification by the County on any warranty repairs.
16. Contractor shall be bound to the conditions of the bid and shall perform their obligations under the bid for a period of four (4) years/nine thousand (9,000) service meter hours, whichever occurs first from date of acceptance of the bulldozer.
17. Training: The contractor shall provide mechanic or bulldozer operator (County's choice) for three (3) County personnel at an authorized training facility, including transportation, food and lodging. The training shall consist of regularly scheduled maintenance of bulldozer and trouble-shooting or bulldozer operation. The manufacturer will supply text and updates, which the attendee can take home for future reference.
18. Contractor shall provide a trade in price for a 2006 Caterpillar D7R track type bulldozer, VIN #ACS00706, (PR #405-0046). This bulldozer was purchased in 2006. It was reconditioned in 2010 and then received a second life rebuild in 2015. It has been under complete TMR since 2015 for 4 years/9,000 hours. The bulldozer has approximately 9,408 hours on it (as of March 30, 2021). To schedule a time to view this bulldozer contact Mr. Rex Watson at 321-633-1894 (office) or 321-863-0573 (cell). Brevard County reserves the right whether to exercise this option as in the best interest of the County.  
  
The trade-in bulldozer will not be released by the County to the contractor until such time as all the conditions of this bid have been met.
19. Contractor shall submit a guaranteed buy back price to repurchase the bulldozer at the end of the four (4) years/nine thousand (9,000) service meter hours. Brevard County reserves the right whether to exercise this option as in the best interest of the County.

Company Name Ring Power Corporation  
Address 500 World Commerce Parkway St. Augustine, FL 32092  
Telephone (904)737-7730 Fax (904)494-7606  
Authorized Signature   
Printed Signature Alan Thomas, VP/Governmental Sales Director

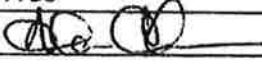
**BULLDOZER WITH WASTE HANDLER PACKAGE**  
**B-6-21-58**  
**MINIMUM BULLDOZER SPECIFICATIONS**

These specifications describe the minimum requirements for a Track Type Bulldozer With Waste Handler Package. Vehicle shall be the current standard production model with minimum registered GVWR of XX,XXX lbs. and shall meet all state and federal health, safety and anti-pollution requirements. All equipment and substitutions shall be those of regular publication production options. All parts or attachments not specifically mentioned but necessary to complete the equipment must be furnished and must conform to the highest standards of quality of material and workmanship provided in good engineering practice. It shall be the Contractor's responsibility to carefully examine each item of the specification. Contractors must indicate whether they comply or non-comply for each line item in the specification. Failure to provide a completed bid may cause rejection of bid. All non-comply responses and/or Contractors proposed "approved equivalents" must be fully explained on exception form, noting section and item. Failure to explain non-comply responses or failure to supply detailed literature/brochures on the Contractors proposed "approved equivalents" may cause rejection of bid. Where "minimum/maximum" is specified, Contractors must propose at least the minimum/maximum sizes or the bid may be rejected.

	COMPLIANCE	
	YES	NO
<b>1) WEIGHT:</b>		
A) Minimum operating weight of 61,000 lbs. (includes ROPS cab, semi-universal blade and 24" extreme service trapezoid solid waste shoes)	X	
<b>2) ENGINE:</b>		
A) Six-cylinder turbo charged diesel engine B) Minimum 240 net flywheel horsepower C) Maximum governed speed of 2100 RPM @ rated horsepower D) 24-volt electrical system E) Minimum 95 Amp alternator F) Minimum 600 cubic inch displacement G) Minimum 125-gallon fuel tank H) Engine enclosures I) Hydraulic operated, reversible fan with control inside cab J) Automatic engine shutdown system K) Radiator with two pass cooling system with maximum of 6 fins per inch L) Heavy duty two stage dry air cleaner	X	
<b>3) TRANSMISSION:</b>		
A) Planetary type powershift transmission with single stage torque converter B) Minimum three speeds forward and reverse C) Transmission controlled by a single lever for both direction and speed changes	X	

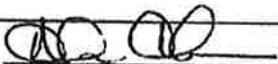
D) On-the-go shifts through all gears, forward and reverse E) Automatic shifting and auto kickdown features		
<b>4) FINAL DRIVES:</b>		
A) Double reduction, planetary design B) Modular design which allows for removal with only braking the track	X	
<b>5) UNDERCARRIAGE:</b>		
A) Sealed and lubricated track with rotating bushing track B) Segmented sprocket rims C) Minimum 110" length of track on ground D) Minimum seven track rollers each side E) Lifetime lubricated track rollers and idlers	X	
<b>6) HYDRAULICS:</b>		
A) Load-sensing hydraulics with a variable capacity, piston-type pump B) Minimum 50 GPM pump capacity C) Fully enclosed hydraulic system D) Single lever bulldozer control E) Pressure-compensated controls F) Hydraulic oil cooler	X	
<b>7) BULLDOZER BLADE:</b>		
A) SU bulldozer blade with trash rack, Caron or equal	X	
<b>8) OPERATORS COMPARTMENT:</b>		
A) Pressurized cab with air conditioning with heating and defroster B) Fuel gauge, hour meter, engine coolant temperature gauge and powertrain oil temperature gauge C) Electronic monitoring system to monitor critical bulldozer functions D) Rear view mirror E) Fully adjustable suspension seat with extended seat belt, and minimum weight capacity of 450 lb. F) Adjustable arm rests G) Finger tips controls for shifting H) Window wiper on front, rear, right and left door I) AM and FM radio package	X	
<b>9) GUARDS &amp; SCREENS:</b>		
A) Final drive seal guards B) Idler seal guards C) Chassis guards D) Heavy duty hinged radiator guards E) Bulldozer lines guards F) Heavy duty handles and steps G) Pivot shaft seal guards H) Fuel and hydraulic tank guards I) Extreme service crankcase guard J) Front and rear striker bars K) Tilt cylinder line guards L) Center track guiding guards M) End track guiding guards N) Door screens, removable O) Rear screen, removable	X	
<b>10) FIRE SUPPRESSION SYSTEM:</b>		

4. A) Automatic fire suppression system to include TMR services for the automatic fire suppression system for four (4) years/nine thousand (9,000) service meter hours, whichever occurs first. Services shall cover two (2) discharges and a minimum of two (2) inspections a year	X	
<b>11) EXTENDED WARRANTY &amp; TMR SERVICES:</b>		
A) Extended warranty for the total maintenance and repair, including scheduled and unscheduled maintenance on the new bulldozer, which warrants that the bulldozer will be free from mechanical breakdown due to manufacturer's defects in material and workmanship under normal use and service from date of acceptance by the County until the bulldozer has been operated for four (4) years/nine thousand (9,000) service meter hours, whichever occurs first from the date of acceptance of the bulldozer. No mileage, no call out fees and surcharges shall be charged. Contractor will be responsible for any transportation of bulldozer to accomplish warranty work.	X	
<b>12) OTHER:</b>		
A) Decelerator A) Front pull hook B) Rear draw bar with pull pin C) Lockable storage compartment D) Vandalism protection with all keys alike E) Crankcase guard (hinged and bolted) F) Horn G) Ecology drains H) 20# fire extinguisher (1 each) I) Rear mounted work lights (4 each) J) Front mounted work lights on lift cylinders (4 each) K) Back up alarm L) Manuals: Two (2) hard copies of an Operating Manual; one (1) hard copy of a Parts Manual; one (1) hard copy of a Service or Technical Manual. The manuals shall include the schematics for the electrical and hydraulic systems on the bulldozer.	X	
<b>12) OPTION ITEMS:</b>		
A) Trade in allowance for a 2006 Caterpillar D7R track type bulldozer, VIN #ACS00706, (PR #405-0046) B) Guaranteed buy back price to repurchase the <sup>bulldozer</sup> <del>compactor</del> at the end of the four (4) years / nine thousand (9,000) service meter hours	X	

Company Name Ring Power Corporation  
Address 500 World Commerce Parkway St. Augustine, FL 32092  
Telephone (904)737-7730 Fax (904)494-7606  
Authorized Signature   
Printed Signature Alan Thomas, VP/Governmental Sales Director

**EXCEPTION FORM: Contractors must list exceptions for applicable items below. It shall be understood that if no exception is taken, the Contractor shall supply all material exactly as specified. Contractors may list proposed equivalent items below for consideration by the Authority, and should include the item number, item description, manufacturer's name, model number and packaging quantities of those items that the Contractor proposes to substitute. Contractors may not use this form to attach conditions, limitations, or other provisos to their bid. Please be advised that any proposed equivalent or other exceptions that are deemed to be a material deviation from the specifications shall be a mandatory cause for rejection of the bid, and the Contractor proceeds at its own risk.**

N/A

Delivery Date Exception N/A  
Warranty Date Exception N/A  
Contractor's Name Ring Power Corporation  
Signature of Contractor's Responsible Officer   
Date 05/19/2021

**TRACK TYPE BULLDOZER WITH WASTE HANDLER PACKAGE**  
**B-6-21-58**  
**PRICE SHEET**

Bid price to provide all labor, materials, equipment, transportation and other facilities as necessary and/or required to execute all of the work described by the bidding documents for price of:

Item Description	Unit Price
<p>1. One (1) track type bulldozer equipped with a waste handler package per the attached specifications with 48 months/9,000 service meter hours extended warranty, whichever occurs first from date of acceptance of the bulldozer            Make: <u>Caterpillar</u>            Model: <u>D7</u>            Delivery: <u>120</u> days, ARO</p>	<p>\$ 621,085</p>
<p>2. TMR Services: Guaranteed maximum total cost to Brevard County for all services (excluding daily PM) and all repairs, scheduled and unscheduled, for 48 months/9,000 service meter hours (whichever occurs first from date of acceptance of the bulldozer), as per specifications and special provisions. Undercarriage shall include 2 complete, 2 turns and 1 set of shoes and all transport.            List the name and address of the authorized service dealer that will be providing TMR services and warranty repairs:            _____            _____            _____</p>	<p>\$ 200,469</p>
<p>3. Automatic fire suppression system, installed            List Manufacturer: <u>Amerex</u></p>	<p>Included</p>
<p>4. TMR services for the automatic fire suppression system for four (4) years/nine thousand (9,000) service meter hours, whichever occurs first. Services shall cover two (2) discharges and a minimum of two (2) inspections a year. List the services and all components that <u>will be covered</u> under the TMR services:            _____            _____            _____            _____            _____            _____            List the services and all components that <u>will be not be covered</u> under the TMR services:            _____            _____            _____            _____</p>	<p>\$ Included</p>
<p><b>TOTAL:</b></p>	<p>\$ 821,554</p>

Option Items:	
Trade in allowance for a 2006 Caterpillar D7R track type bulldozer, VIN #ACS00706, (PR #405-0046)	\$ 35,000
Guaranteed buy back price to repurchase the bulldozer at the end of the four (4) years/nine thousand (9,000) service meter hours	\$ 90,000

#### ACH PAYMENTS

Does your company accept ACH Payment Method? ☒ Yes / ☐ No

#### PROMPT PAYMENT DISCOUNT

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

\* If Prompt Payment Discount is offered, please state discount and terms:

N/A

#### ADDENDUM ACKNOWLEDGMENT

Contractor acknowledges receipt of amendments by indicating amendment number and date of issue.

Add. No. 1 Dated 04/30/2021 // Add. No.          Dated         

Add. No. 2 Dated 05/20/2021 // Add. No.          Dated         

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for B-6-21-58 Track Type Bulldozer With Waste Handler Package.

COMPANY NAME Ring Power Corporation

ADDRESS 500 World Commerce Parkway St. Augustine, FL 32092

AUTHORIZED SIGNATURE 

PRINTED SIGNATURE Alan Thomas, VP/Gov. Sales Director DATE 05/21/2021

TELEPHONE # (904)737-7730 FAX # (904)494-7606

EMAIL Alan.Thomas@Ringpower.com



**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS  
INDEMNIFICATION AND INSURANCE REQUIREMENTS  
TRACK TYPE BULLDOZER WITH WASTE HANDLER PACKAGE  
B-6-21-58**

**INDEMNIFICATION**

The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that the Contractor has received specific consideration under this agreement for this hold harmless/indemnification provision.

**INSURANCE REQUIREMENTS**

The Contractor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance, which includes coverage for all owned, non-owned and rented vehicles with a \$1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy in the amount of \$1,000,000 per claim.

In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example: Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The awarded Contractor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificate(s) of Insurance (COI) shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

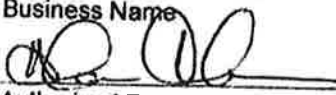
The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the Contractor.

**TRACK TYPE BULLDOZER WITH WASTE HANDLER PACKAGE  
B-6-21-58  
CONFIRMATION OF DRUG-FREE WORKPLACE FORM**

In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

*As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.*

Ring Power Corporation  
Business Name  
  
Authorized Representative's Signature  
Alan Thomas  
Name

B-6-21-58 Track Type Bulldozer  
Bid Number and Name  
05/19/2021  
Date  
VP/Governmental Sales Director  
Position

**TRACK TYPE BULLDOZER WITH WASTE HANDLER PACKAGE**  
**B-6-21-58**  
**CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST**

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF Orange

BEFORE ME, the undersigned authority, personally appeared

Alan Thomas, who, being by me first duly sworn, made the following statement:

1. The Business address of Ring Power Corporation (name of Contractor) is 500 World Commerce Parkway St. Augustine, FL 32092
2. My relationship to Ring Power Corporation (name of Contractor) is (relationship such as sole proprietor, partner, president, vice president). VP/Gov. Sales Director.
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. Ring Power Corporation (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. Ring Power Corporation (name of Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. Ring Power Corporation (name of Contractor) is not engaged in business operations in Cuba or Syria.

  
Signature

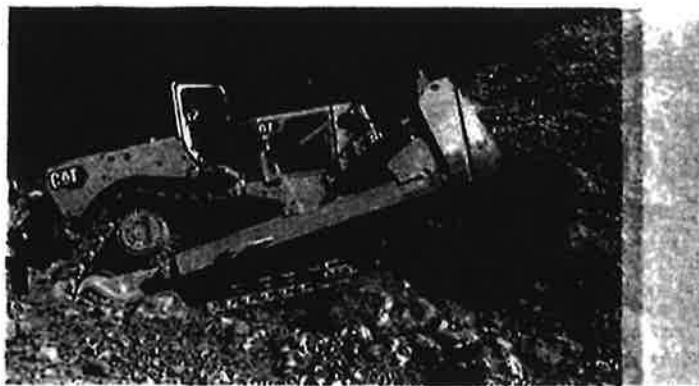
Sworn to and subscribed before me in the state and county first mentioned above on the  
19<sup>th</sup> day of May, 2021.

  
Notary Public

My commission expires: 09/29/2023

(AFFIX SEAL or STAMP)

SARAH LU GRIFFITH  
Notary Public, State of Florida  
My Comm. Expires 09/29/2023  
Commission No. GG917306



# Cat® D7

## Track-Type Tractor

*The new Cat® D7 joins the growing family of Next Generation Dozers, delivering more productivity and high drive undercarriage value. A fully automatic 4-speed transmission makes efficient operation easy. The broadest range of technology features in the industry work together seamlessly to help you make the most of your equipment investment.*

### Fully Automatic, Next Generation Performance

- Harness 6% more weight and 12% more horsepower than D7E to take on a wide range of dozing and grading tasks.
- Move up to 8% more material per hour.
- Like D6 and D8, fully automatic 4-speed powershift transmission continuously adjusts for maximum efficiency and power to the ground without added operator input.
- SU and S blades are 10% larger to help you get jobs done in fewer passes.
- Elevated sprocket gives you better ride and balance, plus more penetration force.
- Long undercarriage is standard, with more track at the rear of the machine for superior dozing performance.
- Outfit your dozer from the factory to take on the challenges of waste handling, land clearing, dredging and more.

### Unprecedented Technology Choices

- Cat® GRADE with Slope Assist™ automatically maintains pre-established blade position without a GPS signal – no additional hardware or software needed.
- Factory integrated Cat GRADE with 3D uses GPS to control the blade so you can get to design plan faster.
- Cat GRADE with 3D has no masts – small antennas are integrated into the cab roof and GPS receivers are mounted inside the cab for better protection.
- GRADE operator interface is intuitive and easier to use: 254 mm (10 in) touchscreen, Android OS platform, operates like a smart phone.
- Slope Indicate shows machine cross-slope and fore/aft orientation right on the main display to help operators with slope work.
- Attachment Ready Option (ARO) comes from the factory with key sensors and wiring installed so you can easily upgrade to fully integrated grade control or blade mounted system.
- Install the aftermarket grade control system of your choice easily with optimal mounting locations in the cab.

### Boost Operator Efficiency

- New assist features just work behind the scenes to help make machine operation easier.
- Make the most of every pass with Blade Load Monitor to help you optimize blade capacity.<sup>1</sup>
- Stable Blade works seamlessly with operator inputs to help produce a smoother surface.
- Traction Control automatically reduces track slip to save you time, fuel and track wear.<sup>2</sup>
- AutoCarry automates blade lift to help you maintain consistent blade load and help reduce track slip.<sup>2</sup>

### Comfort and Visibility

- Common cab with D5 and D6, for a whole new standard in comfort and productivity.
- Easy-to-use 254 mm (10 in) touchscreen main display.
- Standard High Definition rearview camera shows prominently in the main display.
- Key Features Help, built into the display, gives you an overview of machine and technology features and helpful operating tips.
- Wide air suspension seat has multiple adjustments for personalized comfort. Armrest adjusts independent of the seat.
- Distributed cab heating/cooling circulates air effectively around the operator and helps reduce window fogging/frosting.
- Ample storage spaces throughout the cab.
- Convenient USB and Auxiliary power ports in cab.

**CAT®**

## Cat® D7 Track-Type Tractor

### Built-in Durability

- Elevated sprocket protects major components from shock loads.
- Heavier frame and structures for added durability.
- Cat C9.3B engine eliminates Exhaust Gas Recirculation (EGR) system for greater reliability; Simplified with a single engine Electronic Control Module (ECM).
- Redesigned fuel system provides greater reliability and more accurate fuel delivery.
- New Heavy Duty Extended Life undercarriage – HDXL with DuraLink™ – provides up to 20 percent more seal life in high impact conditions.
- Heavy-duty batteries for more cold-cranking power.

### Because Uptime Counts

- Elevated sprocket makes cleanout easier and provides convenient, modular service.
- Standard dozer under 3.7 m (12 ft) shipping width for easier transport with blade installed.
- New track roller frame with larger roller shafts adds durability and ease of cleanout.
- Reversible hydraulic demand fan helps remove debris while you work, saving cleanout and maintenance time.
- Longer life LED lights help save you time and money.
- Easy access under the cab floor if needed. Cab can be removed in about 30 minutes.
- Platform with guard rail makes refueling and DEF fill convenient.

### Waste Handling Performance

- Cat Waste Handlers are designed and built from the frame up to take on the challenges of landfill work.
- Specialized guarding, striker bars and seals help protect machine and undercarriage from impact, wrapping and airborne debris.
- Impact-resistant polycarbonate cab doors eliminate need for door screens.
- High-debris cooling system with automatic reversing fan and swing-out cleanout access.
- Lights mounted up and away from main debris area for protection, while still giving you plenty of light on the work area.
- Waste undercarriage, center-hole track shoes and landfill blades help optimize performance.
- Laminated thermal shields and insulated Clean Emissions Module.

### Connect to Greater Efficiency

- Product Link™ collects machine data that can be viewed online through web and mobile applications.
- Access information anytime, anywhere with VisionLink® – and use it to make informed decisions that boost productivity, lower costs, simplify maintenance, and improve safety and security on your job site.
- The Cat App helps you manage your assets – at any time – right from your smartphone. See fleet location and hours, get critical required maintenance alerts, and even request service from your local Cat dealer.
- Remote Troubleshoot saves time and money by allowing your Cat dealer to perform diagnostic testing remotely.
- Remote Flash updates on-board software without a technician being present, at a time that is convenient for you, potentially reducing update time by as much as 50%.

### Remote Control Ready

- Cab is Remote Control Ready from the factory with external connector for dealer installation of a plug-and-play roof-mounted remote control unit.
- Cat COMMAND for Dozing offers remote control operation for enhanced safety and greater productivity.
- COMMAND uses line-of-sight (LOS) control with an over-the-shoulder console, or a non-line-of-sight (NLOS) option using the Cat Command Station to run the machine remotely.

### Saved Settings, Added Security

- Application Profile lets you save machine settings based on application or operator preference – save multiple profiles for various jobs or multiple operators.
- Operator ID allows you to save machine settings and to track individual operator productivity, safety and training opportunities via Product Link.<sup>2</sup>
- Machine Security – Passcode helps prevent theft and unauthorized operation by requiring an operator to enter an ID to start the machine.<sup>2</sup>

*All comparisons to D7E*

<sup>1</sup>Feature not operational indoors or in areas where a GPS signal is not available.

<sup>2</sup>Can be enabled by dealer technician

## Cat® D7 Track-Type Tractor

### Standard and Optional Equipment

Standard and optional equipment may vary. Consult your Cat dealer for details.

	Standard	Optional		Standard	Optional
<b>POWER TRAIN</b>			<b>BLADES</b>		
Fully-automatic 4-speed transmission	✓		Semi-Universal		✓
Cat C9.3B diesel engine	✓		Universal		✓
Double reduction 3-planet planetary final drives	✓		Straight blade		✓
Electric fuel priming pump	✓		Angle blade		✓
<b>OPERATOR ENVIRONMENT</b>			Waste/Landfill		✓
Fully redesigned cab, sound suppressed, with Integrated Roll Over Protective Structure (IROPS)	✓		<i>For a full list of blade offerings, please refer to the Technical Specifications brochure on cat.com.</i>		
Dual pane/polycarbonate window		✓	<b>UNDERCARRIAGE</b>		
Special Application Cab			Heavy Duty (HDXL with DuraLink)	✓	
Full-color 254 mm (10 in) liquid crystal touchscreen display	✓		Redesigned track roller frame	✓	
Integrated rearview camera	✓		Moderate Service or Extreme Service track shoes		✓
Adjustable operator controls/armrests	✓		Waste or Cold Weather undercarriage		✓
Cab mounted modular HVAC system	✓		<i>For a complete listing of track shoe offerings, please refer to the Technical Specifications brochure on cat.com.</i>		
Added storage areas	✓		<b>SERVICE AND MAINTENANCE</b>		
Electrohydraulic implement and steering controls	✓		Fast fuel fill ready	✓	
Cloth seat	✓		Hydraulic reversing fan	✓	
Deluxe leather heated/ventilated seat		✓	Shovel holder	✓	
Communication radio ready		✓	Ground level service center	✓	
Lights – 6 LED	✓		30-minute cab removal	✓	
Premium lights – 12 LED		✓	Quick access cab floor		✓
Integrated warning lights		✓	Fire extinguisher mounting provision	✓	
<b>CAT TECHNOLOGY</b>			Ecology drains	✓	
Slope Indicate	✓		High-speed oil change		✓
ARO with Assist (GRADE Ready + Assist features)		✓	Underhood work light	✓	
– Slope Assist			<b>HYDRAULICS</b>		
– Traction Control			Independent steering and implement pumps	✓	
– Stable Blade			Load sensing hydraulics	✓	
– Blade Load Monitor			<b>ATTACHMENTS</b>		
– AutoCarry			Ripper-ready rear hydraulics	✓	
– Third Party Grade Control Ready			Multi-shank ripper		✓
Cat GRADE with 3D (includes ARO with Assist features)		✓	Winch		✓
-- Full-color 254 mm (10 in) touchscreen grade display			Drawbar		✓
Product Link, Cellular	✓		Counterweights		✓
Product Link – Dual Cellular/Satellite		✓	Striker bar box		✓
Remote Flash/Troubleshoot	✓		Side screens		✓
Grade Connectivity		✓	Rear screen – hinged or fixed		✓
Operator ID	✓		Sweeps		✓
Machine Security – Passcode	✓		Waste and Forestry Special Arrangements		✓
Machine Security – Bluetooth®		✓			
Remote Control Ready	✓				
Cat COMMAND for Dozing		✓			

Not all features are available in all regions. Please check with your local Cat dealer for specific offering availability in your area. For additional information, refer to the Technical Specifications brochure available at [www.cat.com](http://www.cat.com) or your Cat dealer.



# Cat® D7 Track-Type Tractor

## Technical Specifications

Engine		
Engine Model	Cat C9.3B	
Emissions	U.S. EPA Tier 4 Final/EU Stage V/ Japan 2014/Korea Tier 4 Final	
Build Number	17A	
Power Train	Fully Automatic 4-Speed	
Nat Power – 2,200 rpm		
ISO 9249/SAE J1349	197 kW	265 hp
ISO 9249/SAE J1349 (DIN)		268 hp
Displacement	9.3 L	567 in <sup>3</sup>

• All non-road Tier 4 Interim and Final, Stage IIIB, IV and V, Japan 2014 (Tier 4 Final) and Korea Tier 4 Final diesel engines are required to use only Ultra Low Sulfur Diesel (ULSD) fuels containing 15 ppm EPA/10 ppm EU (mg/kg) sulfur or less. Biodiesel blends up to B20 (20% blend by volume) are acceptable when blended with 15 ppm (mg/kg) sulfur or less ULSD. B20 should meet ASTM D7467 specification (biodiesel blend stock should meet Cat biodiesel spec, ASTM D6751 or EN 14214). Cat DEG-i) S™ or oils that meet the Cat ECF-3, API CJ-4, and ACEA E9 specification are required. Consult your OMM for further machine specific fuel recommendations.

• Diesel Exhaust Fluid (DEF) used in Cat Selective Catalytic Reduction (SCR) systems must meet the requirements outlined in the International Organization for Standardization (ISO) standard 22241.

• The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential = 1430). The system contains 1.36 kg of refrigerant which has a CO<sub>2</sub> equivalent of 1.946 metric tonnes.

Service Refill Capacities		
Fuel Tank	465.0 L	122.8 gal
DEF Tank	44.0 L	11.6 gal

Operating Weight		
SU with Ripper	29,775 kg	65,644 lb
LGP S with Drawbar	26,677 kg	63,220 lb
Waste Handler	28,140 kg	62,035 lb
SU ripper weight with three ripper shanks = 2993 kg/6,596 lb		

Ground Pressure**		
SU with Ripper	72.1 kPa	10.5 psi
LGP S with Drawbar	43.4 kPa	6.3 psi
Waste Handler	66.3 kPa	9.5 psi

\*\*Standard size shoes and drawbar attachment per ISO 16754.

	Capacity		Width	
Semi-Universal (SU)	7.4 m <sup>3</sup>	9.7 yd <sup>3</sup>	3500 mm	138.0 in
LGP Straight (S)	6.2 m <sup>3</sup>	8.1 yd <sup>3</sup>	4150 mm	163.0 in
Angle (A)	4.2 m <sup>3</sup>	5.4 yd <sup>3</sup>	4320 mm	170.0 in
LGP Angle (A)	4.7 m <sup>3</sup>	6.2 yd <sup>3</sup>	4770 mm	188.0 in
Universal (U)	8.6 m <sup>3</sup>	11.2 yd <sup>3</sup>	3788 mm	149.0 in
Universal Landfill	16.6 m <sup>3</sup>	21.7 yd <sup>3</sup>	3788 mm	149.0 in

	Dimensions*					
	SU		LGPS		Waste Handler	
Track Gauge	1981 mm	78.0 in	2235 mm	88.0 in	1981 mm	78.0 in
Width of Standard Shoe	610 mm	24.0 in	915 mm	36.0 in	610 mm	24.0 in
Width of Tractor (without transients)	2591 mm	102.0 in	3150 mm	124.0 in	2591 mm	102.0 in
Machine Height (to ROPS)	3354 mm	132.0 in	3354 mm	132.0 in	3354 mm	132.0 in
Machine Height (to ROPS) including Greaser Height	3436 mm	135.3 in	3428 mm	135.0 in	3436 mm	135.3 in
Length of Track on Ground	2972 mm	117.0 in	3200 mm	126.0 in	2972 mm	117.0 in
Length of Basic Tractor	4659 mm	183.4 in	4659 mm	183.4 in	4659 mm	183.4 in
With the following attachments, add to basic tractor length:						
SU Blade	1125 mm	44.0 in			1125 mm	44.0 in
S Blade			840 mm	33.0 in		
U Blade	1365 mm	54.0 in			1365 mm	54.0 in
Landfill Blade	1125 mm	44.0 in	840 mm	33.0 in	1125 mm	44.0 in
Drawbar	260 mm	10.2 in	270 mm	10.6 in	260 mm	10.2 in
Ripper	1555 mm	61.2 in	1565 mm	61.6 in	1555 mm	61.2 in
Winch	735 mm	28.9 in	745 mm	29.3 in	735 mm	28.9 in

\*Heavy Duty Undercarriage

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at [www.cat.com](http://www.cat.com)

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Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

CAT, CATERPILLAR, LET'S DO THE WORK, their respective logos, "Caterpillar Yellow," the "Power Edge" and Cat "Modern Hex" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.

VisionLink is a trademark of Trimble Navigation Limited, registered in the United States and in other countries.

AEX02748 (02-2020)  
Build Number: 17A  
(Aus-NZ, Eur, Jpn, Korea, N Am)





Effective with sales to the first user on or after July 1, 2020

## CATERPILLAR LIMITED WARRANTY

Earthmoving, Construction, Material Handling, Forestry and Paving Machines

Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants the following new products sold by it to be free from defects in material and workmanship:

- Earthmoving, construction, material handling, forestry and paving machines (except as listed below).
- HPU300 for use with 300.9D VPS
- Attachments/work tools installed on such machines prior to delivery (unless covered by the Cat® Work Tool warranty statement or another manufacturer's warranty). Hammer tool points and compacting plates used on hydraulic hammers are not warranted.

Additional warranties are applicable against breakage for certain Cat Ground Engaging Tools and for wear on all landfill compactor tips. Refer to the applicable warranty statements for coverage detail.

This warranty does not apply to:

- Cat Batteries
- Mobil-trac belts, rubber tracks used on multi terrain loaders, compact track loaders, and mini hydraulic excavators
- Cat Work Tools
- 424 Backhoe Loaders, 216 and 226 Skid Steer Loaders, and 320 & 323 Excavators sold in India
- Prentice brand forestry machines
- Longwall mining machines
- 777, 785, 789, 793, 794, 795, 796, 797 and 798 Off-Highway Trucks sold in regions other than the Commonwealth of Independent States ("CIS")
- 16, 18 & 24 Motor Graders sold in regions other than the CIS
- 854, 992, 993, 994 Wheel Loaders sold in regions other than CIS
- Cat Utility Vehicles (UTV)
- Compact Construction Equipment including Compact Track & Multi Terrain Loaders, Mini Hydraulic Excavators, Skid Steer Loaders, and HPU300 sold in USA or Canada.

These products are covered by other Caterpillar warranties.

This warranty is subject to the following:

### Warranty Period

For new machines, HPU300, and work tools/attachments the warranty period is 12-months/unlimited hours, starting from date of delivery to the first user.

### Note:

- For hydraulic line's quick connect/disconnect components sold on telehandlers, compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.
- For work tool line's quick connect/disconnect components sold on Telehandler Work Tools installed with the machine at time of sale, the warranty period is 3 months starting from date of delivery or sale to the first user.
- For Draglines, Electric Rope Shovels, Hard Rock Movers, Hard Rock Feeders, Hard Rock Miners, Hard Rock Conveyors, Hard Rock Roof Supports; the warranty period is not to exceed 24 months from shipment of the last major component from the Caterpillar place of manufacture.

### Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar

- Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar approved repaired parts or assembled components needed to correct the defect.

**Note:** New, remanufactured, or Caterpillar approved replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect.
- Provide reasonable and customary labor needed to correct the defect.

#### User Responsibilities

The user is responsible for:

- Providing proof of delivery date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Transportation costs, except as stated under "Caterpillar Responsibilities."
- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are considered usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

#### Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, and/or improper storage or repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments, and unauthorized fuel setting changes.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N.E. Adams St., Peoria, IL USA 61629, telephone 1 (309) 675-1000, or go to URL, [www.cat.com](http://www.cat.com), Find Your Dealer.

Caterpillar's obligations under this Limited Warranty are subject to, and shall not apply in contravention of, the laws, rules, regulations, directives, ordinances, orders, or statutes of the United States, or of any other applicable jurisdiction, without recourse or liability with respect to Caterpillar.

A) For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENT WARRANTIES FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

For personal or family use engines or electric power generation products, operating in the USA, its territories and possessions, some states do not allow limitations on how long an implied warranty may last nor allow the exclusion or limitation of incidental or consequential damages. Therefore, the previously expressed exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary by jurisdiction. To find the location of the nearest Cat dealer or other authorized repair facility, call (800) 447-4985. If you have questions concerning this warranty or its applications, call or write:

In USA and Canada: Caterpillar Inc., 100 N.E. Adams St., Peoria, IL USA 61629, Attention: Customer Service Manager, Telephone 1 (309) 675-1000. Outside the USA and Canada: Contact your Cat dealer, go to URL, [www.cat.com](http://www.cat.com), Find Your Dealer.

B) For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED, OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED, WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS PARAGRAPH, WHERE A PRODUCT IS SUPPLIED FOR BUSINESS PURPOSES, THE CONSUMER GUARANTEES UNDER THE CONSUMER GUARANTEES ACT 1993 (NZ) WILL NOT APPLY.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR,

EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

IF THE MANDATORY RIGHTS MAKE CATERPILLAR LIABLE IN CONNECTION WITH SERVICES OR GOODS, THEN TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, THAT LIABILITY SHALL BE LIMITED AT CATERPILLAR'S OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

C) For products supplied in Australia:

IF THE PRODUCTS TO WHICH THIS WARRANTY APPLIES ARE:

I. PRODUCTS OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION; OR

II. PRODUCTS THAT COST AUD 40,000 OR LESS,

WHERE THOSE PRODUCTS WERE NOT ACQUIRED FOR THE PURPOSE OF RE-SUPPLY OR FOR THE PURPOSE OF USING THEM UP OR TRANSFORMING THEM IN THE COURSE OF PRODUCTION OR MANUFACTURE OR IN THE COURSE OF REPAIRING OTHER GOODS OR FIXTURES, THEN THIS SECTION C APPLIES.

THE FOLLOWING MANDATORY TEXT IS INCLUDED PURSUANT TO THE AUSTRALIAN CONSUMER LAW AND INCLUDES REFERENCES TO RIGHTS THE USER MAY HAVE AGAINST THE DIRECT SUPPLIER OF THE PRODUCTS: OUR GOODS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE GOODS REPAIRED OR REPLACED IF THE GOODS FAIL TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE. THE INCLUSION OF THIS TEXT DOES NOT CONSTITUTE ANY REPRESENTATION OR ACCEPTANCE BY CATERPILLAR OF LIABILITY TO THE USER OR ANY OTHER PERSON IN ADDITION TO THAT WHICH CATERPILLAR MAY HAVE UNDER THE AUSTRALIAN CONSUMER LAW.

TO THE EXTENT THE PRODUCTS FALL WITHIN THIS SECTION C BUT ARE NOT OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION, CATERPILLAR LIMITS ITS LIABILITY TO THE EXTENT IT IS PERMITTED TO DO SO UNDER THE AUSTRALIAN CONSUMER LAW TO, AT ITS OPTION, THE REPAIR OR REPLACEMENT OF THE PRODUCTS, THE SUPPLY OF EQUIVALENT PRODUCTS, OR THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT PRODUCTS.

THE WARRANTY SET OUT IN THIS DOCUMENT IS GIVEN BY CATERPILLAR INC. OR

ANY OF ITS SUBSIDIARIES, 100 N. E. ADAMS ST, PEORIA, IL USA 61629, TELEPHONE 1 309 675 1000, THE USER IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH MAKING A CLAIM UNDER THE WARRANTY SET OUT IN THIS DOCUMENT, EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS DOCUMENT, AND THE USER IS REFERRED TO THE BALANCE OF THE DOCUMENT TERMS CONCERNING CLAIM PROCEDURES, CATERPILLAR RESPONSIBILITIES AND USER RESPONSIBILITIES.

TO THE EXTENT PERMISSIBLE BY LAW, THE TERMS SET OUT IN THE REMAINDER OF THIS WARRANTY DOCUMENT (INCLUDING SECTION B) CONTINUE TO APPLY TO PRODUCTS TO WHICH THIS SECTION C APPLIES.

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their respective logos, "Caterpillar Corporate Yellow", the "Power Edge" and Cat "Modern Hex"  
trade dress as well as corporate and product identity used herein, are trademarks  
of Caterpillar and may not be used without permission.

RING POWER CORPORATION  
**PREMIER ESC**

Ring Power Corporation ("Ring Power") hereby extends the machine warranty on \_\_\_\_\_ S/N  
through a total of \_\_\_\_\_ months or \_\_\_\_\_ hours, whichever occurs first. This warranty runs concurrently with the standard warranty period.  
All base machine components are warranted to be free from defects in material and workmanship during the extended warranty period.

This warranty is limited to repair or replacement, at Ring Power's option for both parts and labor, of inspected parts that have been determined by Ring Power to be defective in material or workmanship. All extended warranty repairs must be performed at a location designated by Ring Power. All machine transportation costs or field service travel expenses shall be paid by the customer/machine owner. This warranty does not apply to normal maintenance services, such as tune-ups, or normal replacement of service or wear items, such as belts or hoses. This coverage is subject to the following conditions and limitations:

1. Replacement parts provided under the extended warranty period are warranted only for the remainder of the extended warranty period.
2. This extended warranty is furnished by Ring Power and applies to this machine only within the Ring Power sales and service territory.
3. The machine may not be altered or modified in any manner that affects the mechanical operation as designed by Caterpillar.
4. The machine must be enrolled in Ring Power's Scheduled Oil Sampling (S-O-S\*) and samples of all fluid compartments taken at the specified intervals to assure continuity of this extended warranty.

\_\_\_\_\_  
Ring Power Corporation Representative

The undersigned acknowledges that he has read and understands the intent,  
requirements and limitations of this extended warranty (including the reverse side hereof).



\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Print Name / Title

\_\_\_\_\_  
Delivery Date of Machine

### **Owner Responsibilities**

- Owner shall be responsible for all machine transportation costs to and from a Ring Power service facility. (or field travel expenses).
- Owner shall be responsible for giving Ring Power timely notice of a warrantable failure and promptly making the machine available for repair.
- Owner shall be responsible for sending oil samples to the Ring Power S.O.S. lab to assure extended warranty coverage.
- Owner shall be responsible for compliance with all recommendations included in the applicable Caterpillar lubrication and maintenance guide.
- Owner shall be responsible for the difference between regular time and overtime costs for repairs required at other than normal working hours.

### **Ring Power Responsibilities**

- Ring Power shall be responsible for utilizing new, remanufactured or exchange parts or repair of existing part(s) to expediently complete repairs.
- Ring Power shall be responsible for reasonable and customary labor required to make necessary repair during normal working hours.
- Ring Power shall be responsible for replacing lubricating oils, filters, anti-freeze and other normal service items made unusable in a warrantable failure.

### **General Limitations**

Repairs made by Ring Power pursuant to this extended warranty coverage shall not further extend the stated warranty period. This extended warranty only covers work performed by Ring Power in a Ring Power repair facility or in the field, whichever is deemed to be the most expedient by Ring Power. Ring Power shall not be responsible for any repairs required due to machine misuse, abuse, accident, negligence, act of God or any use of the machine that is judged by Ring Power to be improper.

THIS EXTENDED WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES FROM RING POWER WHETHER EXPRESSED OR IMPLIED BY LAW, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, RING POWER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. RING POWER IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS, PROVIDING A LOANER, ETC.)

## Equipment Protection Plans (EPP)

# 3 EASY STEPS TO PROTECT YOUR NEW CAT® EQUIPMENT

You count on your Cat® machines to get the job done, day in and day out. Choose a protection plan that's just as dependable and long-lasting. EPP offers the only coverage designed specifically for new Cat equipment - giving you the highest level of repair cost protection available. Comprehensive EPP options protect your investment and your peace of mind.

Choose from our **Powertrain**, **Powertrain + Hydraulics**, **Powertrain + Hydraulics + Technology** and **Premier** plans to get the exact age and hours for the protection you need.

**PREMIER** (includes all Powertrain, Powertrain + Hydraulics, and Powertrain + Hydraulics + Technology components listed below)

### ENGINE RELATED

Governor/Speed Limiter  
Fuel Injection Lines

### STEERING & SUSPENSION

Power Steering Logic Module  
Steering Linkage  
Suspension Control & Control Valve  
Suspension Cylinder

### ELECTRONICS

Cat Grade Control  
Product Link™  
Traction Control System  
Protection Devices & Alarms  
Speed Sensors

### BRAKING

Cylinder Head Assembly  
Control Valves  
Accumulator  
Parking Brake

### CAB

Steering Column  
Gauges/Indicators/Instruments  
Circuit Board  
Wiring Harness/Switches  
Relays/Circuit Breakers  
Fuses/Circuit Breaker Panel

**POWERTRAIN + HYDRAULICS + TECHNOLOGY** (includes all Powertrain and Powertrain + Hydraulics components listed below)

### CAT CONNECT TECHNOLOGY COMPONENTS – COMPACT, GRADE, PAYLOAD, LINK

Components covered under standard warranty that are factory or dealer installed prior to delivery

Integrated Machine Displays  
Monitors  
Sensors  
Cables/Harness Wiring  
Engine Control Module (ECM)

GNSS Antennas  
GNSS Receivers  
Inertial Measurement Unit  
Laser Catcher/Receiver  
Satellite Receiver

Position Sensing Cylinders  
Integrated Joystick Buttons/Controls  
Software  
Status Lights  
Load Lights

VIMS (Vital Information Management System)  
Asset Control System  
Product Link System Cellular and Satellite Global Positioning System

**POWERTRAIN + HYDRAULICS** (includes all Powertrain components listed below)

### STEERING & IMPLEMENT CONTROLS

Hydraulic Pumps  
Hydraulic Motors  
Hydraulic Cylinders

Hydraulic Valves  
Hydraulic Accumulators  
Hydraulic Lines  
Hydraulic Hoses  
Electronic Controls  
Implement & Steering

Joystick  
Pilot Control Valve  
Hydraulic Tank  
Hydraulic Oil Filter Base  
Hydraulic Swivel

Hydraulic Oil Temp Sensor  
Hydraulic Oil Cooler  
Transmission Oil Lines  
Drive Train Oil Lines  
Steering Gear & Valve

## POWERTRAIN

### ENGINE

Fan & Fan Drive  
Hydraulic Fan Motor  
Jacket Water Pump, Drive Group  
Thermostat/Regulator  
Timing/Accessory Gears  
Timing Chain/Belt  
Engine Oil Cooler  
Engine Oil Pump  
Engine Oil Pan Group  
Engine Oil Filter Housing/Base  
Cylinder Block  
Cylinder Head Casting  
Crankshaft Main & Rod Bearings  
Piston & Connecting Rod

Pistons & Piston Rings  
Camshaft & Camshaft Bearing  
Inlet/Exhaust Valve  
Push Rod & Balancer  
Rocker Arm & Rocker Shaft Assembly  
Valve Cover & Base  
Valve Spring  
Valve Guide  
Flywheel  
Air Line/Pipe  
Aftercooler Group  
Turbocharger  
Manifolds, Inlet & Exhaust

Fuel Pump  
Governor  
Fuel Injection Pump  
Fuel Transfer Pump  
Solenoids/Sensors  
Electronic Control Module (ECM)

### TRANSMISSION, TORQUE CONVERTER & TRANSFER CASE

Transmission Case  
Transmission Gears  
Transmission Shaft  
Transmission Hydraulic Control  
Transmission Electronic Control

Transmissions Oil Pump  
Transmissions Oil Filter Base  
Torque Converter  
Transfer Gear Group

### DRIVE TRAIN

Differential Case  
Differential Steering Components  
Axle Housing Assembly  
Axle Shaft  
Drive Axle  
Final Drive Case/Bore  
Final Drive Gears  
Universal Joint

## EXCLUSIONS\*

To qualify for coverage under an EPP, you need to:

Operate your equipment according to the Cat Operation & Maintenance Manual (OMM) (e.g., no improper fuel use)

Ensure recommended preventive maintenance is performed at intervals specified in the OMM

Provide proof of preventive maintenance compliance (receipts, copies of work orders, invoices) on request

Promptly provide your equipment for repair in the event of a covered failure

You can count on us to perform necessary inspections to confirm eligibility, install parts approved by Caterpillar on covered repairs and validate your enrollment in the program.

Work with your local Cat dealer to complete the process—and get the protection and peace of mind you deserve.

If a component isn't listed, it may not be included in your plan. Other exclusions include:

Failures caused by normal wear-out or improper or abusive use of the machine

Lubricating oil, antifreeze, filters, consumables and other maintenance items replaced during the covered component repair, unless such items are rendered unusable by a covered component failure

Freight charges for parts shipments

Travel time and mileage involved in getting to a jobsite

Hauling, retrieval, equipment rental or overtime labor costs

Repair costs resulting from the failure of any non-covered components

Downtime loss

Any incidental or consequential damages or costs incurred as a result of a covered component failure

Modifications unless approved by Caterpillar

\* These are examples of covered and excluded components or items. The actual dealer contract will govern. See your Cat dealer for a complete list of covered components and more information.

Please contact your Cat dealer for more details.

This marketing tool does not represent a contract or obligation of any kind between Cat Financial Insurance Services, its parent or affiliates, and the equipment owner. For details on any dealer agreement, including a complete description of the terms, conditions, and/or exclusions, contact your local Cat dealer. All graphics and text in this marketing tool are provided solely for general information purposes and are not intended to be a solicitation or an offer to sell any product or service. \*CAT DEALERS ONLY. For terms, conditions, and/or exclusions of Equipment Protection, see the appropriate Cat Financial Insurance Services Equipment Protection Plan Service Guide found at <https://warranty.cat.com/en/global-guide/caterpillar-financial-insurance-services.html>. These guides are the only safe source for Equipment Protection programs.

To the extent that the above publication(s), bulletin(s), and/or any designated contract(s) are ambiguous or inconsistent with the policy language, the policy language shall determine the coverage under this policy.

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**CAT**  
Financial





# CERTIFICATE OF LIABILITY INSURANCE

11 COPY

DATE (MM/DD/YYYY)  
1/25/2021

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 have ADDITIONAL INSURED provisions or 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  
NFP Corporate Services (SE), Inc.  
1901 Roxborough Rd, Ste 300  
Charlotte NC 28211

CONTACT  
NAME: Anita Hendrick  
PHONE:  
(AC No. Ext): 704.672.5054 FAX:  
E-MAIL:  
ADDRESS: anita.hendrick@nfp.com

INSURED  
RPC Inc.; Ring Power Corporation  
(Other Named Insureds below, if applicable)  
500 World Commerce Pkwy  
Saint Augustine FL 32092

RINGPOW-01

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Travelers Indemnity Company of Connecticut	25882
INSURER B:	Travelers Property Casualty Company of America	25874
INSURER C:	Charter Oak Fire Insurance Company	25815
INSURER D:		
INSURER E:		
INSURER F:		

## COVERAGES

CERTIFICATE NUMBER: 315370040

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	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS GENERAL <input type="checkbox"/> LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	HE-EXGL-3P390295-TCT-20	7/1/2020	7/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPOP AGG Limit in Excess over COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> Hired AUTOS ONLY <input checked="" type="checkbox"/> GARAGEKEEPER <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY Included	Y	HC2E-CAP-3P39028A-TCT-20	7/1/2020	7/1/2021	\$ 2,000,000 \$ 0 \$ 0 \$ 2,000,000 \$ 5,000,000 \$ 5,000,000 \$ 3,000,000 SIR \$ 5,000,000 \$ \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y	ZUP-41N28130-20-NF	7/1/2020	7/1/2021	EACH OCCURRENCE AGGREGATE \$ \$ 10,000,000 \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	UB-1R023879-20-NC-T	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH- ER E1 EACH ACCIDENT E1 DISEASE - EA EMPLOYEE E1 DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Notice of Award for Landfill Compactor Purchase from Florida Sheriffs Association Bid #FSA20-EQU18.0

Brevard County Board of County Commissioners are named as Additional Insured on Excess General Liability, Auto Liability and Umbrella Liability coverage.

## CERTIFICATE HOLDER

Brevard County Board of County Commissioners  
2725 Judge Fran Jamieson Way, Ste. 118  
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

*Ala Wise*



BOARD OF COUNTY COMMISSIONERS

**Solid Waste Management Department**

2725 Judge Fran Jamieson Way


Building A, Room 118


Viera, FL 32940

**Inter-Office Memo**


June 10, 2021

**TO:** Rita Pritchett, Chair


**THRU:** Frank Abbate, County Manager 

**THRU:** John P. Denninghoff, Assistant County Manager 

**THRU:** Euripides Rodriguez, Director  
Solid Waste Management Department

**FROM:** Joseph Hacker, Contract Administrator 

**RE:** Task Order 17-08 Jones Edmunds

Task Order 17-08 is for services between Brevard County and Jones Edmunds to support engineering services during construction for the Titusville Transfer Station and Mulching Pad expansion at Mockingbird Way Facility site. This includes the bid phase, construction contract administration, permit certifications, and optional construction oversight. This task order will not exceed \$427,328.00 

If you have any questions regarding this task please contact Director Rodriguez at 633-2042.

/jjh

Attachment: Agreement (1 Copy)

Kimie Gram Approved County Budget 2020/2021

Solid Waste Capital Improvement Budget 2020/2021

**TASK ORDER NUMBER 17-08  
FOR THE  
PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BREVARD COUNTY SOLID WASTE MANAGEMENT**

**TITUSVILLE TRANSFER STATION  
ENGINEERING SERVICES DURING CONSTRUCTION**

**Board of County Commissioners  
Solid Waste Management Department**

**Jones Edmunds & Associates, Inc.**

This TASK ORDER NO. 17-08, dated the 17<sup>th</sup> day of June, 2021 by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County," and Jones Edmunds & Associates, Inc., a Florida Corporation, whose local address is 730 NE Waldo Road, Gainesville, Florida 32641, hereinafter referred to as "Consultant," amending that certain Agreement between the parties dated October 10, 2017.

WITNESSETH:

WHEREAS, the County is authorized to construct, acquire, improve, maintain, and operate its Solid Waste Management Facilities in the County; and

WHEREAS, the Solid Waste Management Department is charged with meeting the existing and future solid waste disposal needs of Brevard County; and

WHEREAS, the County desires to operate its Solid Waste Facilities in accordance with State, Federal, and local requirements; and

WHEREAS, the Consultant has experience in the planning, procuring, and preparing of permit applications and in the design, financing, construction administration, and operation of similar systems, facilities, and tasks required; and

WHEREAS, the County has retained the services of the Consultant to provide consulting and engineering services, including preliminary design and environmental permitting for the Titusville Transfer Station under Task Order 17-04; and

WHEREAS, the County has retained the services of the Consultant to prepare final design drawings, specifications, cost opinions and remaining permit applications for the Titusville Transfer Station under Task 17-07; and

WHEREAS, the County desires the Consultant to provide engineering services during bidding and construction of the Titusville Transfer Station.

NOW, THEREFORE, in consideration of the premises and mutual promises and conditions contained herein, it is mutually agreed between the parties as follows:

SECTION 1. Scope of Services: The Scope of Services agreed to be performed by the Consultant under the continuing agreement between the parties, dated October 10, 2017, is hereby amended to include the services shown on Attachment 1, attached to this Task Order 17-08.

SECTION 2. Compensation: Compensation shall be in accordance with "SECTION 3, COMPENSATION" of the continuing agreement between the parties dated October 10, 2017. The Consultant shall be paid for this Task Order 17-08 a not-to-exceed amount of Four Hundred Twenty Seven Thousand Three Hundred And Seventy-Eight Dollars and no cents (\$427,378) for the services as set forth in Attachment A-1 of this Task Order 17-08.

SECTION 3. Continuing Effect of Agreement: Except as otherwise provided in this Task Order, the Continuing Agreement dated October 10, 2017 shall remain in full force and effect.

SECTION 4. Time for Performance: The Consultant shall complete the work required in this Task Order within the time limits set forth in Attachment 1 after the County issues a Notice to Proceed.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal the day and year first above written.

Witness

  
Rachel Sadoff, Clerk of Court

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

By: 

Rita Pritchett, Chair

As approved by the Board on September 8, 2020

Witness:

  
Kathy M. Mercer-Miller

CONSULTANT:  
JONES EDMUNDS & ASSOCIATES, INC.

  
Stanley F. Ferreira, Jr., PE  
President & CEO

RKohler 6/3/21

**ATTACHMENT A-1: TASK ORDER NO. 17-08**  
**ENGINEERING SERVICES DURING CONSTRUCTION**  
**TITUSVILLE TRANSFER STATION**  
**BOARD OF COUNTY COMMISSIONERS**  
**SOLID WASTE MANAGEMENT DEPARTMENT**  
**BREVARD COUNTY, FLORIDA**  
**SCOPE OF SERVICES**

MARCH 22, 2021

**PROJECT OVERVIEW**

This Scope of Services is for Jones Edmunds to support Brevard County Solid Waste Management Department (County) with engineering services during construction (ESDC) for the Titusville Transfer Station and Mulch Pad Expansion at the Mockingbird Way Mulching Facility Site.

The design involved engineers and architect-of-record for several disciplines being covered by subconsultants. This proposal includes fees from these subconsultants to provide technical support on applicable portions of these ESDC services, as outlined in their proposals (attached). These subconsultants will have a supporting technical role during bidding and construction, including submittal reviews, responding to contractor technical questions, attending selected progress meetings, performing site observation visits at key points during construction, and providing other required technical support. The subconsultants are as follows:

- Structural Design – GSE
- Architecture (including Landscape Architecture), Mechanical, Electrical and Plumbing – Lunz Group
- Geotechnical – Ardaman & Associates, Inc.

This Scope and accompanying fee estimate are based on the project being procured as a fixed price construction contract, not as a unit price construction contract. This assumption is reasonable considering the project is a complex multi-discipline facility conducive to fixed price contracting. Unit price bidding would involve additional effort not covered herein related to determining bid quantities, preparing measurement and payment line items for unit price items, and monitoring and measuring quantities during construction requiring additional construction observation time.

**1 SCOPE OF SERVICES**

This Scope of Services includes Bid Phase Support, Construction Contract Administration, Permit Certifications of Completion, and Optional Construction Observation services.

## **1.1 BID PHASE SUPPORT**

- a. Project Management: Planning, coordination, invoicing and other activities related to project administration and management through the bidding period.
- b. Pre-bid meeting: Attend a County-led pre-bid meeting to review the bidding requirements and attend a site-visit on the same day. County will schedule pre-bid meeting and prepare agenda and notes.
- c. Respond to Bidder Questions: Respond to reasonable bidder questions clarifying the drawings and technical specifications (Divisions 1 through 16). This item assumes that Bidders will have a deadline to submit questions and Jones Edmunds will supply responses to the County to all applicable questions in one grouping.
- d. Addenda Preparation: Prepare supporting information to County for their use in preparing one addendum based on bidder questions to clarify requirements of the contract. This assumes addenda items will be handled through narrative and sketches clarifying the design.
- e. Construction bid review: Review the construction bid of the apparent low bidder to be determined and supplied by the County. Review the bid prices against engineer's cost opinion, contractor/subcontractor qualifications information, and reference projects, and provide comments to the County for their use in evaluation and award of the construction contract. All other aspects of bid review and compilation will be handled by the County.

## **1.2 CONSTRUCTION CONTRACT ADMINISTRATION**

Jones Edmunds will provide engineering services during construction assuming a 16-month total construction duration, to include the following.

- a. Project Management: Planning, coordination, invoicing, and other activities related to project administration and management through the construction period.
- b. Conformed Documents: Compile a conformed set of contract documents including construction sets of drawings and specifications updated assuming minor revisions resulting from bid questions and/or addenda. The conformed sets will also include completed contracts and forms as provided to Jones Edmunds by the County. Four hardcopy conformed sets will be provided, two for the Contractor and two for the County. In addition, digital sets of construction drawings and specifications, signed and sealed by engineers of record, will be provided as record copies for the County and Contractor. Source drawing files in AutoCAD format will also be provided.
- c. Pre-construction meeting: Attend one pre-construction conference at the County's offices or at the Mockingbird site. Jones Edmunds will prepare agenda and meeting notes and distribute to the County and Contractor.
- d. Building Permit Drawing Revisions: Revise the design drawings as required for Building Permitting from Brevard County, including providing revised signed and sealed sets in digital format, along with up to 5 hardcopies physically signed and sealed.
- e. Progress Meetings/Site Visits: The Jones Edmunds Construction Contract Administrator (CA) will attend up to 60 weekly progress meetings in addition to other site visits related to items such as preconstruction meeting, substantial completion visit, start-up visits, and final completion visit listed separately herein. The progress

meetings are to review the construction progress up to that point, discuss project issues, and perform site visits. Jones Edmunds will prepare agenda, meeting minutes, and track status from previous meetings.

- f. Periodic Engineering / Architectural Site Visits: In addition to progress visits and site meetings listed above, this proposal assumes up to 12 site visits by the Jones Edmunds Civil Engineer of Record. Site visits by our subconsultants are outlined in the subconsultants' fee proposals. This item covers site visits for reviewing work in progress, supporting construction issues, evaluating RFIs and PCMs, attending milestone events, and providing technical support.
- g. Submittal and Shop Drawing Review: Review Contractor submittals required by the technical specifications for general compliance with the Contract Documents, including equipment shop drawings, schedule of values, project schedule and updates, equipment startup and testing procedures, and materials testing reports (soil compaction, asphalt, concrete, pressure tests, etc.). This proposal includes 30 civil / general submittals plus 24 test reports based on the specifications and expected contractor submittal packaging. Submittal reviews by our subconsultants are outlined in the subconsultants' fee proposals. Jones Edmunds will coordinate review of all submittals, copying the County for input and records, and maintaining submittal review logs.
- h. Substitution Requests: Review two civil substitution requests and coordinate with subconsultants on their submittals as outlined in their proposals for equipment or materials specified to allow "approved equals". This assumes engineering required for approval will be performed by the Contractor and will be reviewed by Jones Edmunds for conformance to the design intent.
- i. Requests for Additional Information (RFI): Coordinate review and respond to an assumed 16 civil related RFIs submitted by the Contractor related to the construction documents. RFI responses by our subconsultants are outlined in the subconsultants' fee proposals.
- j. Pay Applications and Red-Line Drawings: Review up to 16 Monthly Pay Applications and associated record drawing red-lines from the Contractor for consistency with observed construction progress. If no objections are noted, Jones Edmunds will sign the application for payment for County use in making payment.
- k. Proposed Contract Modifications (PCM): Prepare up to two PCMs for significant changes or additions to the contract documents that can be used to develop Contractor estimates of cost and schedule impacts. This assumes written descriptions and hand sketches and includes review of contractor proposals for work.
- l. Startup Observations: Attend up to three equipment start-up events expected to include the scales, odor control system, and sanitary sewage lift station. Start-up events are to be coordinated by the Contractor after they have successfully tested equipment themselves and ensured satisfactory operation.
- m. Substantial Completion: Project Engineers and Architect will conduct a Substantial Completion site visit with the County and Contractor and prepare a punch list that will be submitted to the County and Contractor.
- n. Punch-List management: Coordinate with the Contractor to update the punch list as construction corrections are made and respond to questions.
- o. Final Completion: Project Engineers and Architect will conduct a final site visit to confirm that the Contractor has completed the punch-list items.

- p. Record Drawings: Prepare Record Drawings based on Contractor-supplied As-Built surveys and red-line drawings by modifying the original AutoCAD design files. This will include:
- i) Incorporating contractor PLS site As-Built survey drawing sheets directly into the As-Built set as supplemental sheets.
  - ii) Incorporating vendor-supplied shop drawings for major equipment as supplemental sheets if significantly changed from design. If CADD files from vendors are unavailable, PDF or JPEG images from vendors may be used.
  - iii) Incorporating RFI responses as PDF attachments referenced from the drawings as needed to clarify a change.
  - iv) Updating dimension leaders for significant dimensional changes reported by the Contractor. This excludes modifying the layout in CADD for dimensional changes based on as-built dimensions provided by the Contractor. Dimensional changes will be limited to the primary drawing within the discipline covering the change, and will not necessarily be repeated on all sheets showing that feature.
  - i) Submittal of draft Record Drawings to County in PDF format for review and comment, and submittal of final record drawings to County.
- q. Close-out Documentation: Jones Edmunds will assist the County with substantial/final completion certification, operations and maintenance manual review, warranty review and other contractor close-out document review.
- r. Jones Edmunds will prepare permit completion certification / notification packages using contractor-supplied certified as-built surveys and the various forms required by each agency. This task includes electronic submittal of documentation to the respective agencies for the following permits:
- i) Florida Department of Environmental Protection
    - Solid Waste Construction/Operation Permit – Waste Processing Facility. Permit No.: 0383508-001-SO-31. Issued 3/2/2020 – Renewal Due 12/31/2024 – Expiration 3/2/2025.
    - Wastewater System – General Permit No.: 0394583-001-DWC/CG. Issued 12/4/2020 – Expiration 12/3/2025.
    - Water System – General Permit No.: 0080430-291 DSGP. Issued 12/7/2020 – Expiration 12/6/2025.
    - Environmental Resource Permit – Individual. Permit No.: 0383352-001-EI. Issued 1/28/2020 – Expiration 1/28/2025.
  - ii) United States Army Corps of Engineers
    - Department of the Army Permit No. SAJ-2020-00580. Issued 4/6/2020 Valid Until 3/18/2022.
  - iii) Brevard County Land Development
    - Site Permit – Permit Pending final Site Plan Approval. Application No. 20SP00016.
  - iv) City of Titusville
    - Class I Site Permit – Permit Pending Contractor Selection. Permit #: PSDP20-000172 - Parcel# 2209623 - 3600 South St. Class 1 Site Permit.
  - v) Florida Department of Transportation
    - Utility Permit – Application In-Work, Permit Pending.
    - Driveway Connection Permit - Application In-Work, Permit Pending.
    - Drainage Connection Permit - Application In-Work, Permit Pending.



### **1.3 RESIDENT OBSERVATION (PART TIME)**

Jones Edmunds will provide one part-time resident observation (RO) based on an average of 20 hours per week over the course of 40 weeks totaling 800 hours. In addition, this scope includes a subconsultant proposal from Ardaman & Associates, Inc., for daily observation during the upfront earthwork import and placement activity. This scope assumes there will be weeks when activity on-site is light and observation will not be required. Actual observation weeks will be coordinated with the County to focus available observation budget on the times of highest benefit. RO services will include:

- Review progress and installation for conformance with the Contract Documents.
- Take photographs.
- Complete Daily Observation Reports.
- Review Pay Application for concurrence with construction work progress.
- Track and monitor construction issues.
- Check materials delivered to the site for consistency with submitted materials.
- Check that unsuitable materials are removed from site per contract.
- Maintain field files.
- Communicate daily while on-site with County staff, CA and Project Engineers/Architect on activity, issues observed, resolutions, and action items.
- Participate in substantial completion site visit and punch-list development.

## **2 COMPENSATION**

Jones Edmunds will provide the services stated herein on a Time & Materials for the not-to-exceed fee amount shown on the attached Fee Estimate.

## **3 SCHEDULE**

This proposal is based on a total construction duration of 16 months. If this construction duration is extended, a contract amendment may be required for additional engineering support during the extension.

## **4 PROPOSAL CLARIFICATIONS**

The following proposal clarifications govern this Scope of Services. Excluded items may be provided by Jones Edmunds as an Additional Service upon written agreement.

- a. City/County building permits will be obtained by the Contractor using certified drawings provided by Jones Edmunds.
- b. Permit fees, plan review fees, and other regulatory fees are excluded from this Scope and are assumed to be paid directly by the County.
- c. Management of permits including monitoring permit expiration dates or compliance with permit conditions, monitoring, reporting (e.g. notice of commencement), etc., other than items specifically stated in this Scope of Services, is excluded and assumed to be the responsibility of the County and/or the Contractor.

- d. Construction surveying, geotechnical, and materials testing costs are excluded. These costs are included in the Contract Documents to be contracted and paid for by the Contractor.
- e. NPDES permitting for construction activities is the Contractor's responsibility and is excluded.
- f. Easement surveys, negotiations, coordination, legal support, title work, execution, and recording are assumed to be handled by the County.
- g. Record specifications are excluded.
- h. ADA Accessible documentation is excluded.
- i. Observation services required on weekends, holidays, and beyond normal workday hours are subject to staff availability and may incur an overtime rate equal to 1.5 times the County-approved contract rates to be billed against the observation budget.
- j. The quantities of labor hours and personnel rates listed in the fee estimate are intended as documentation and justification for the total cost of the project. Deviations or changes in the personnel used and quantities of labor hours shall not be reason for non-payment provided the total fee has not been exceeded.

**TASK ORDER NO. 17-08**  
**ENGINEERING SERVICES DURING CONSTRUCTION**  
**TITUSVILLE TRANSFER STATION**  
**BOCC - SOLID WASTE MANAGEMENT DEPARTMENT, BREVARD COUNTY, FL**  
**FEE ESTIMATE**

Task Description	Project Director / Officer	Project Manager / Sr. CA	Engineer (Civil)	Resident Construction Representative	Sr. Tech	Constr. Assistant / Tech Comm	Labor Hours	Labor Cost	Subcontractors	Total Fee
	Approved Rate									
	\$200.00	\$177.00	\$107.00	\$105.00	\$102.00	\$70.00				
<b>Bid Phase Support</b>										
Planning, involving, coordination - 2 months	2	8				4	14	\$2,096		\$2,096
Pre-bid meeting	2	4	4				10	\$1,536		\$1,536
Respond to Bidder Questions	12	8	8			6	34	\$5,092		\$5,092
Addenda Support	6	8	12			4	30	\$4,180		\$4,180
Review low qualified bid package and provide comments		4	4			2	10	\$1,276		\$1,276
<b>SUBTOTAL - Bid Phase Support</b>	<b>22</b>	<b>32</b>	<b>28</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>98</b>	<b>\$14,180</b>	<b>\$0</b>	<b>\$14,180</b>
<b>Construction Contract Administration</b>										
Planning, involving, subcontracting, coordination - 16 months	16	64				32	112	\$16,768		\$16,768
Confirmed Documents	8		16		16	4	44	\$5,224		\$5,224
Pre-construction meeting	4	8				2	14	\$2,356		\$2,356
Building Permit Drawing Revisions, signed and sealed	8		16		16	4	44	\$5,224		\$5,224
CA Progress Meeting/Site Visits (assume 60), Agenda and Notes		240				60	300	\$46,680		\$46,680
Engineering Site Visits (Assumes 12 civil)	32		80				112	\$14,960		\$14,960
Submittal / Shop Drawing Review (Assume 30 civil + 24 test reports and sub coordination)	40	134	114			134	422	\$53,296		\$53,296
Substitution Review (assume 2)		4	12			2	18	\$2,132		\$2,132
Requests for Information (RFI) Review (assumes 16)	16	32	32			8	88	\$12,848		\$12,848
Pay Application and Red-line Drawing Review (assume 16)		16	16			8	40	\$5,104		\$5,104
Proposed Contract Modification support docs (assume 2)	4	8	16		12	4	44	\$5,432		\$5,432
System Startup Observations (assume 3)		18					18	\$3,186		\$3,186
Substantial Completion Site Visit	8	8	12				28	\$4,300		\$4,300
Punch-list management	6	20	12			4	42	\$6,304		\$6,304
Final Completion Site Visit	8	8					16	\$3,016		\$3,016
Prepare Record Drawings from Contractor As-Builts, Red-Lines, and Vendor drawings	6	16	28		60	4	114	\$13,428		\$13,428
Closeout documentation (Substantial comp cert, O&M manual review, warranties)	12	28	20			20	80	\$10,896		\$10,896
<b>Subconsultants</b>										
Architectural and MEP Subconsultant (Lunz/Phoenix)							0	\$0	\$61,383	\$61,383
Structural Subconsultant (GSE)							0	\$0	\$14,120	\$14,120

**TASK ORDER NO. 17-08**  
**ENGINEERING SERVICES DURING CONSTRUCTION**  
**TITUSVILLE TRANSFER STATION**  
**BOCC - SOLID WASTE MANAGEMENT DEPARTMENT, BREVARD COUNTY, FL**  
**FEE ESTIMATE**

Role	Project Director / Officer	Project Manager/Sr. CA	Engineer (Civil)	Resident Construction Representative	Sr. Tech	Constr. Assistant / Tech Comm	Labor Hours	Labor Cost	Subcontractors	Total Fee
Approved Rate	\$200.00	\$177.00	\$107.00	\$105.00	\$102.00	\$70.00				
Permit Completion Notifications/Certifications										
FDEP Solid Waste Construction/Operation Permit	1		8			2	11	\$1,196		\$1,196
FDEP Wastewater System Permit	1		6			2	9	\$982		\$982
FDEP Water System Permit	1		6			2	9	\$982		\$982
FDEP Environmental Resource Permit	1		8			2	11	\$1,196		\$1,196
Department of the Army Permit	1		6			2	9	\$982		\$982
Brevard County Site Permit	8		24			4	36	\$4,448		\$4,448
Titusville Class I Site Permit	2		8			2	12	\$1,396		\$1,396
FDOT Utility Permit	1		6			2	9	\$982		\$982
FDOT Driveway Connection Permit	1		6			2	9	\$982		\$982
FDOT Drainage Connection Permit	1		6			2	9	\$982		\$982
<b>SUBTOTAL - Construction Contract Administration</b>	<b>186</b>	<b>604</b>	<b>458</b>	<b>0</b>	<b>104</b>	<b>308</b>	<b>1,660</b>	<b>\$225,282</b>	<b>\$75,509</b>	<b>\$300,785</b>
Resident Observation (Part Time)										
Resident Observation (Assuming 20 hours per week for 40 weeks)		40		800		20	860	\$92,480		\$92,480
Subconsultant - Geotechnical for Earthwork Observation (Ardaman)							0	\$0	\$19,933	\$19,933
<b>SUBTOTAL - Resident Observation</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>800</b>	<b>0</b>	<b>20</b>	<b>860</b>	<b>\$92,480</b>	<b>\$19,933</b>	<b>\$112,413</b>
<b>TOTAL FEE</b>										<b>\$427,378</b>

**BREVARD** *County*  
BOARD OF COUNTY COMMISSIONERS

**FLORIDA'S SPACE COAST**

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

Telephone: (321) 837-2001  
Fax: (321) 264-8872  
Kimberly.Powell@brevardclerk.us



September 9, 2020

**MEMORANDUM**

**TO:** Jill Hayes, Budget Office Director

**RE:** Item D.9., Resolution Adopting Budgets for FY 2020-2021 for Certain Districts and Programs

The Board of County Commissioners, in special session on September 8, 2020, adopted Resolution No. 20-103, adopting the budgets of Solid Waste Management Department, Stormwater Utility, Fire Rescue Operations Assessment, and Melbourne-Tillman Water Control District. Enclosed is a fully-executed Resolution.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*Kimberly Powell*  
Kimberly Powell, Clerk to the Board

Encl. (1)

cc: County Manager  
Tax Collector  
Finance

**SOLID WASTE MANAGEMENT DEPARTMENT  
FISCAL YEAR 2020-2021 CAPITAL IMPROVEMENTS PROGRAM**

<b>Program Name</b>	<b>Description</b>	<b>Funding Source</b>	<b>Total Cost</b>
Disposal	U.S. 192 Site	Assessments	\$5,824,557
Disposal	Titusville Transfer Station	Assessments, Impact Fees	\$4,000,000
Disposal	South Landfill Expansion Cell 2	Assessments, Impact Fees	\$5,250,000
Disposal	Sarno Road Transfer Station Solar Panels	Assessments	\$400,000
Disposal	South Landfill Expansion Gas Header	Assessments	\$2,500,000
Disposal	Multi-Use Education Facility	Assessments	\$410,000
Disposal	Mockingbird Way Mulching Facility Expansion	Assessments	\$700,000
<b>Total Funded For Department</b>			<b>\$19,084,557</b>

## **STORMWATER UTILITY BUDGET - FY 2020-2021**

Chapter 110, Brevard County Code, provides that on or before the fifteenth day of September, the Board shall hold a public hearing to adopt the operations, maintenance, and capital improvements construction Stormwater Utility budget for the County's ensuing fiscal year.

It is recommended that the Board of County Commissioners adopt the Stormwater Utility FY 2020-2021 budget for operations, maintenance, and capital improvements construction.

### **FISCAL IMPACT:**

Stormwater Utility Annual FY 2020-2021 Budget:

Operations and Maintenance	\$ 30,320,297
Capital Improvements Program	\$ 9,553,737
Total	\$ 39,874,034

## **FIRE SERVICE NON-AD VALOREM ASSESSMENT BUDGET - FY 2020-2021**

Ordinances 06-45 and 07-044, as amended by Ordinance 08-35, and section 197.3632, Florida Statutes, provide that on or before the fifteenth day of September, the Board shall hold a public hearing to adopt the Fire Service Non-Ad Valorem Assessment Benefit Area budget for the ensuing County fiscal year.

It is recommended that the Board of County Commissioners adopt the Fire Service Non-Ad Valorem Assessment Benefit Area FY 2020-2021 budget. This budget is part of the Fire Rescue Department's budget; the remainder of the Department's budget is not included here.

### **FISCAL IMPACT:**

Annual Fire Service Non-Ad Valorem Assessment FY 2020-2021 Budget:

Brevard County Fire Service Non-Ad Valorem Assessment:	\$25,765,051
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**BREVARD County**  
BOARD OF COUNTY COMMISSIONERS

FLORIDA'S SPACE COAST

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September 9, 2020

*file*

MEMORANDUM

TO: Jill Hayes, Budget Office Director

RE: Item D.9., Resolution Adopting Budgets for FY 2020-2021 for Certain Districts and Programs

The Board of County Commissioners, in special session on September 8, 2020, adopted Resolution No. 20-103, adopting the budgets of Solid Waste Management Department, Stormwater Utility, Fire Rescue Operations Assessment, and Melbourne-Tillman Water Control District. Enclosed is a fully-executed Resolution.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*Kimberly Powell*  
Kimberly Powell, Clerk to the Board

Encl. (1)

cc: County Manager  
Tax Collector  
Finance

## **AGREEMENT**

THIS AGREEMENT made and entered into by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "County"), and Ring Power Corporation, a business having its primary business location at 500 World Commerce Parkway, St. Augustine, FL 32092, (hereinafter the "Contractor").

### **WITNESSETH:**

**WHEREAS**, the County is desirous of purchasing one (1) landfill compactor, Caterpillar 836K, in the amount of \$994,210 for use at the Solid Waste Management Department's Central Disposal Facility, 2250 Adamson Rd., Cocoa, FL 32926, and

**WHEREAS**, the Contractor is offering a trade in allowance for a 2017 Bomag Landfill Compactor, Serial #101570221024, County PR #408-0048 in the amount of \$60,000.

**WHEREAS**, the provision of such services shall mutually benefit the parties hereto and the residents of Brevard County, Florida.

**NOW THEREFORE**, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. **SCOPE OF THE WORK:** The Contractor shall be prepared to furnish all labor, materials, equipment, machinery, tools, apparatus and transportation to perform all work or services specified in Exhibit A (Bid #B-6-21-51) attached hereto and made a part hereof by this reference.
2. **TIME FOR PERFORMANCE:** Contractor shall deliver the machine as required herein within one hundred twenty (120) days after the County's issuance of a purchase order. Contractor shall then provide TMR services for the machine and its fire suppression system for a period of four (4) years/nine thousand (9,000) service meter hours, whichever occurs first from date of acceptance of the machine by the County.
3. **ADDITIONAL PURCHASES:** Brevard County reserves the right to purchase additional compactors at the same bid price, terms, and conditions for a period of one (1) year from the date of acceptance.
4. **PAYMENTS:** County shall pay the Contractor for the machine and services provided under this Agreement as provided in Exhibit A to this agreement and made a part of this agreement by this reference. The County reserves the right to deduct from any contractor invoice an amount for defective or nonconforming work or for work not provided but invoiced. The County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.

5. **WARRANTY:** The Contractor shall provide a premier warranty for 4 years/9,000 hours for the machine; the total maintenance and repair, including scheduled and unscheduled maintenance, on the machine in the amount of \$119,060 and its fire suppression system (to include two re-charges) in the amount of \$9,833, which warrants that the machine will be free from mechanical breakdown due to manufacturer's defects in material and workmanship under normal use and service from date of acceptance by the County until the machine has been operated for four (4) years/nine thousand (9,000) service meter hours, whichever occurs first from the date of acceptance of the machine.

Should the Contractor fail to complete any repair that is under warranty and return the machine to duty within seventy-two (72) continuous hours (exclusive of Sunday and County holidays) from verbal notification by the County to the Contractor that a warranty repair is needed, a delay charge of one thousand dollars (\$1,000) per day shall be paid to the County by the Contractor for each workday delay or any part thereof that the machine is not returned to duty. Should parts not be available to the Contractor because of strike, natural disaster or national emergency, the delay charge shall not be made. The Contractor shall have the option of furnishing like machine acceptable to the County without charge to the County during any delay period, and in such case shall not be charged.

6 **INDEMNIFICATION:** The Contractor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its work under this agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts may be liable, regardless of whether or not it is caused by a party indemnified thereunder. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial contractor, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

7. **MODIFICATIONS TO AGREEMENT:** This agreement, together with any exhibits, task assignments and schedules constitute the entire contract between the County and the Contractor and supersedes all prior written or oral understandings. This Agreement and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

8. **INSURANCE:** The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

a. **General Liability Insurance:** General Liability Insurance issued by responsible insurance companies and in a form acceptable to the County, with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage per occurrence.

b. **Automobile Liability Insurance:** Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) combined single limits for Bodily Injury and Property Damage per accident.

c. **Workers' Compensation Coverage:** Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided.

d. **Insurance Certificates:** The Contractor shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. Said Liability Policies shall provide that the County be an additional insured. The County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All Insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

9. **BONDS:** Contractor shall provide the County within five (5) days to the date of this agreement, at Contractor's expense, a performance bond in the amount equal to one hundred percent (100%) of the guaranteed total maintenance cost and scheduled preventative maintenance cost for the compactor and its fire suppression system and the premier warranty as outlined in the Price Sheet in the amount of \$119,060, in a form deemed satisfactory by the County. The Performance Bond shall be delivered to the Solid Waste Management Department, 2250 Adamson Road, Cocoa, FL 32926.

10. **ATTORNEY'S FEES:** In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.

11. **GOVERNING LAW:** This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

12. **COMPLIANCE WITH STATUTES:** It shall be the Contractor's responsibility to be aware of and comply with all federal, state and local laws.

13. **VENUE:** Venue for any legal action by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

14. **ASSIGNMENTS:** Contractor shall not assign any portion of this Agreement without the written permission of the County.

**15. TERMINATION:** If either party fails or refuses to perform any of the provisions of this Agreement or otherwise fails to timely satisfy the Agreement provisions, either party may notify the other party in writing of the nonperformance and terminate the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform. Such termination is effective upon the other party's receipt of the Notice of Termination. Any work completed or services provided prior to the date of termination shall, at the option of the County, become the property of the County. The County is only responsible for payment for work completed prior to the effective date of termination.

**16. INDEPENDENT CONTRACTOR:** The Contractor shall perform the services under this Agreement as an independent Contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the Contractor or any of its agents or employees to be the agent, employee or representative of the County.

**17. RIGHT TO AUDIT RECORDS:** The County and its auditors shall be entitled to audit the books and records of the Contractor to the extent that such books and records relate to the performance of this Agreement. Said records shall be made available, upon request, for audit purposes to Brevard County and its auditors. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing.

**18. PUBLIC RECORDS:** In the performance of this Agreement, the Contractor shall keep books, records and accounts of all activities related to the Agreement in compliance with generally accepted accounting procedures and in compliance with the Public Records Laws of the State of Florida (including, but not limited to Chapter 119, Florida Statutes).

All records or documents created by Contractor or provided to Contractor by the County in connection with the activities or services provided by Contractor under the terms of this Agreement, are public records and Contractor agrees to comply with any request for such public records or documents made in accordance with Chapter 119, Florida Statutes.

Records, documents, books and accounts ordinarily and necessarily required for the performance of this Agreement shall be kept, maintained and open for inspection by the County, County's representative, and members of the public during regular business hours.

The Contractor shall provide the public with access to public records on the same terms and conditions that the public agency provides the records and at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law (see also County Administrative Order, AO-47).

The Contractor shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Agreement shall be subject to copyright by Contractor in the United States or any other country.

The Contractor shall meet all requirements for retaining public records and shall transfer, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

Failure to comply with the provisions of this Agreement shall result in the County taking enforcement action against the Contractor including the cost to the County for gaining the Contractor's compliance which will include, but are not limited to, the gross hourly rate of the County's employee contacts to the Contractor to obtain compliance with this section, litigation filing fees and attorney's fees.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide Public Records relating to this Agreement, contact the custodian of Public Records: Miranda Guppenberger, Administrative Assistant, 2725 Judge Fran Jamieson Way, Bldg. A, Ste. #118, Viera, FL 32940; email address; (321)633-2042.

**19. UNAUTHORIZED ALIEN WORKERS:** Brevard County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a contractor's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

**20. FEDERAL TAX ID NUMBER:** The Contractor shall provide to the County their Federal Tax ID Number or, if the Contractor is a sole proprietor, a Social Security Number.

**21. EMPLOYMENT:** The Contractor shall not engage the services of any person or persons now employed by the County, including any department, agency, board or commission thereof, to provide services relating to this Agreement without written consent from the County.

**22. PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid

on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

**23. TERMINATION FALSE CERTIFICATION, SCRUTINIZED COMPANIES, BOYCOTTING:** Contractor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Contractor agrees to observe the requirements of Section 287.135, F.S., for applicable sub agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the County may immediately terminate this Agreement for cause if the Contractor, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(\*), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**24. CONSTRUCTION OF AGREEMENT:** The parties hereby acknowledge that they fully reviewed this agreement, its attachments and had the opportunity to consult with legal counsel of their choice, and that this agreement shall not be construed against any party as if they were the drafter of this Agreement.

**25. NOTICE:** Notice under this agreement shall be given by certified mail or hand delivery as follows: Solid Waste Management Department, 2725 Judge Fran Jamieson Way, Bldg. A, Ste. #118, Viera, FL 32940 and Notice shall be given to the Contractor by certified mail or hand delivery as follows: Ring Power Corporation, 500 World Commerce Parkway, St. Augustine, FL 32092.

**26. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY):**

(a) In accordance with Chapter 448.095, Florida Statutes, a public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify System.

(b) The County shall not enter into, or renew, a contract with a vendor/contractor that is not enrolled in E-Verify. Any vendor/contractor that has a contract with the County shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term.

(c) The County shall verify the Vendor's/Contractor's participation in E-Verify Program by confirming their enrollment on the Department of Homeland Security E-Verify Website. Vendor's/Contractor's whose participation cannot be verified on the Department of Homeland Security's E-Verify Website, shall provide acceptable evidence of their enrollment

prior to award and the execution of a contract. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.

(d) A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment.

(e) Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its duly authorized representatives as of the date on which the last of the parties hereto executes this Agreement.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA

  
Rachel M. Sadoff, Clerk

By: 

Rita Pritchett, Chair

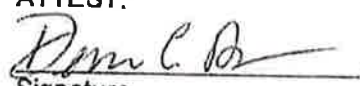
Date: 8/27/21

As approved by Board on: 9/08/2020

Reviewed for legal form and content:

  
Abigail Jorandby, Assistant County Attorney

ATTEST:

  
Signature  
Dennis Ryan,  
VP/Used Equipment Manager

Name & Title, Typed

CONTRACTOR

By: 

Signature

Date: 07/23/2021

Alan Thomas, VP/Governmental Sales Director  
Name & Title, Typed or Printed

Ring Power Corporation

Name of Company, Corp., etc.

10421 Fern Hill Drive

Mailing Address

Riverview, FL 33578

City, State, Zip


(813)671-3700

Area Code/Telephone Number


JANET L. WARDEN  
Notary Public, State of Florida  
My Comm. Expires 05/05/2023  
Commission No. GG306095



SEAL


<b>SUBMIT SEALED BID TO:</b> BREVARD COUNTY PURCHASING SERVICES 2725 JUDGE FRANK JAMISON WAY BLDG. C, 3rd FLOOR, SUITE C-303 VERO, FL 32940				<b>INVITATION TO BID</b> <b>Bid Acknowledgment</b>	
<b>PROCUREMENT ANALYST:</b> Debbie Polingold debbie.polingold@brevard.net		(321) 617-7390 Ext. 5-9332		<b>ANTHONY</b> <b>OPPORTUNITY</b> <b>EMPLOYER</b>	
<b>BID SPECIFICATIONS MAY BE OBTAINED AT:</b> Purchasing Services, 2725 Judge Frank Jamison Way, Bldg. C, Suite 303, Vero, FL 32940, or at the "e-bid" website and Vendor List					
<b>RELEASE DATE:</b> April 15, 2021		<b>BID TITLE:</b> Landfill Computer		<b>BID NUMBER:</b> B-6-21-51	
<b>PRE-BID DATE, TIME, AND LOCATION:</b> None Scheduled		<input type="checkbox"/> Mandatory <input checked="" type="checkbox"/> Non-Mandatory		<b>BID OPENING DATE AND TIME:</b> May 20, 2021 @ 10:00 AM <b>BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED</b>	

<b>CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM</b>	
<b>LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS:</b> Ring Power Corporation 500 World Commerce Parkway St. Augustine, FL 32092	<b>FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):</b> 59-0934246 If returning as a "no bid," state reason:
<b>TELEPHONE NUMBER/TOLL-FREE NUMBER:</b> (904) 494-1138	I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Contractor. In submitting a bid to the County of Brevard, the Contractor agrees and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or required by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County renders final payment to the Contractor.
The Contractor acknowledges that information provided in this ITB is true and correct.	
<div style="display: flex; justify-content: space-between;"> <div> <b>X</b>    <b>Jay Lusk</b>  <small>NAME (PRINTED)</small>  <b>VP/Asst. Gov. Sales Manager</b>  <small>TITLE</small> </div> <div> <b>05/17/2021</b>  <small>DATE</small> </div> </div>	

**\*THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID\***

Sworn to and subscribed before me this <u>17<sup>th</sup></u> day of <u>May</u> , 20 <u>21</u> .	
Personally known: <input checked="" type="checkbox"/> Or produced identification: <input type="checkbox"/> Type of ID: _____	
 <small>SIGNATURE OF NOTARY PUBLIC</small>	FL <small>STATE</small>
<b>Sarah L. Griffith</b> <small>NAME OF NOTARY PUBLIC (PRINTED)</small>	
My commission expires: <u>09/29/2023</u>	

SARAH LU GRIFFITH  
 Notary Public, State of Florida  
 My Comm. Expires 09/29/2023  
 Commission No. GG917306

<b>CONTRACTOR MUST PROVIDE:</b>		<b>BOND DATA</b>	<b>AMOUNT:</b>
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<b>BID BOND</b>	<b>100%</b> (see page 9, #5)	
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>PERFORMANCE BOND</b>		
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<b>LABOR, MATERIAL, PERFORMANCE BOND</b>		
In cases where the amount of a surety bond exceeds \$500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:			
<b>BOND AMOUNT UP TO:</b>	<b>FINANCIAL CLASS</b>	<b>BOND AMOUNT UP TO:</b>	<b>FINANCIAL CLASS</b>
\$ 1,000,000	I	\$ 25,000,000	V
\$ 2,000,000	II	\$ 50,000,000	VI
\$ 5,000,000	III	\$ 100,000,000	VII
\$ 10,000,000	IV		
Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.			
<b>PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE.</b>			
<b>ALL FIRST TIME CONTRACTORS MUST SUBMIT A KY-9 FORM.</b>			

Effective with sales to the first user on or after July 1, 2020

## CATERPILLAR LIMITED WARRANTY

### Earthmoving, Construction, Material Handling, Forestry and Paving Machines

Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants the following new products sold by it to be free from defects in material and workmanship:

- Earthmoving, construction, material handling, forestry and paving machines (except as listed below).
- HPU300 for use with 300.8D VPS
- Attachments/work tools installed on such machines prior to delivery (unless covered by the Cat® Work Tool warranty statement or another manufacturer's warranty). Hammer tool points and compacting plates used on hydraulic hammers are not warranted.

Additional warranties are applicable against breakage for certain Cat Ground Engaging Tools and for wear on all landfill compactor tips. Refer to the applicable warranty statements for coverage detail.

This warranty does not apply to:

- Cat Batteries
- Mobil-trac belts, rubber tracks used on multi terrain loaders, compact track loaders, and mini hydraulic excavators
- Cat Work Tools
- 424 Backhoe Loaders, 216 and 226 Skid Steer Loaders, and 320 & 323 Excavators sold in India
- Prentice brand forestry machines
- Longwall mining machines
- 777, 785, 789, 793, 794, 795, 798, 797 and 798 Off-Highway Trucks sold in regions other than the Commonwealth of Independent States ("CIS")
- 16, 18 & 24 Motor Graders sold in regions other than the CIS
- 854, 892, 893, 994 Wheel Loaders sold in regions other than CIS
- Cat Utility Vehicles (UTV)
- Compact Construction Equipment including Compact Track & Multi Terrain Loaders, Mini Hydraulic Excavators, Skid Steer Loaders, and HPU300 sold in USA or Canada.

These products are covered by other Caterpillar warranties.

This warranty is subject to the following:

#### Warranty Period

For new machines, HPU300, and work tools/attachments the warranty period is 12-months/unlimited hours, starting from date of delivery to the first user.

#### Note:

- For hydraulic line's quick connect/disconnect components sold on telehandlers, compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.
- For work tool line's quick connect/disconnect components sold on Telehandler Work Tools installed with the machine at time of sale, the warranty period is 3 months starting from date of delivery or sale to the first user.
- For Draglines, Electric Rope Shovels, Hard Rock Movers, Hard Rock Feeders, Hard Rock Miners, Hard Rock Conveyors, Hard Rock Roof Supports; the warranty period is not to exceed 24 months from shipment of the last major component from the Caterpillar place of manufacture.

#### Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar:

- Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar approved repaired parts or assembled components needed to correct the defect.

**Note:** New, remanufactured, or Caterpillar approved replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect.
- Provide reasonable and customary labor needed to correct the defect.

#### User Responsibilities

The user is responsible for:

- Providing proof of delivery date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Transportation costs, except as stated under "Caterpillar Responsibilities."
- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are considered usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

#### Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, and/or improper storage or repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments, and unauthorized fuel setting changes.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N.E. Adams St., Peoria, IL USA 61629, telephone 1 (800) 875-1000, or go to URL, [www.cat.com](http://www.cat.com), Find Your Dealer.

Caterpillar's obligations under this Limited Warranty are subject to, and shall not apply in contravention of, the laws, rules, regulations, directives, ordinances, orders, or statutes of the United States, or of any other applicable jurisdiction, without recourse or liability with respect to Caterpillar.

A) For products operating outside of Australia, Fiji, Hawaii, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT CATERPILLAR EMISSION-RELATED COMPONENT WARRANTIES FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

For personal or family use engines or electric power generation products, operating in the USA, its territories and possessions; some states do not allow limitations on how long an implied warranty may last nor allow the exclusion or limitation of incidental or consequential damages. Therefore, the previously expressed exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary by jurisdiction. To find the location of the nearest Cat dealer or other authorized repair facility, call (800) 447-4999. If you have questions concerning this warranty or its applications, call or write:

In USA and Canada: Caterpillar Inc., 100 N.E. Adams St., Peoria, IL USA 61629, Attention: Customer Service Manager, Telephone 1 (800) 875-1000. Outside the USA and Canada: Contact your Cat dealer, go to URL, [www.cat.com](http://www.cat.com), Find Your Dealer.

B) For products operating in Australia, Fiji, Hawaii, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED, OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED, WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS PARAGRAPH. WHERE A PRODUCT IS SUPPLIED FOR BUSINESS PURPOSES, THE CONSUMER GUARANTEES UNDER THE CONSUMER GUARANTEES ACT 1985 (NZ) WILL NOT APPLY.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR,

EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

IF THE MANDATORY RIGHTS MAKE CATERPILLAR LIABLE IN CONNECTION WITH SERVICES OR GOODS, THEN TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, THAT LIABILITY SHALL BE LIMITED AT CATERPILLAR'S OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

C) For products supplied in Australia:

IF THE PRODUCTS TO WHICH THIS WARRANTY APPLIES ARE:

I. PRODUCTS OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION; OR

II. PRODUCTS THAT COST AUD 40,000 OR LESS,

WHERE THOSE PRODUCTS WERE NOT ACQUIRED FOR THE PURPOSE OF RE-SUPPLY OR FOR THE PURPOSE OF USING THEM UP OR TRANSFORMING THEM IN THE COURSE OF PRODUCTION OR MANUFACTURE OR IN THE COURSE OF REPAIRING OTHER GOODS OR FIXTURES, THEN THIS SECTION C APPLIES.

THE FOLLOWING MANDATORY TEXT IS INCLUDED PURSUANT TO THE AUSTRALIAN CONSUMER LAW AND INCLUDES REFERENCES TO RIGHTS THE USER MAY HAVE AGAINST THE DIRECT SUPPLIER OF THE PRODUCTS: OUR GOODS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE GOODS REPAIRED OR REPLACED IF THE GOODS FAIL TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE. THE INCLUSION OF THIS TEXT DOES NOT CONSTITUTE ANY REPRESENTATION OR ACCEPTANCE BY CATERPILLAR OF LIABILITY TO THE USER OR ANY OTHER PERSON IN ADDITION TO THAT WHICH CATERPILLAR MAY HAVE UNDER THE AUSTRALIAN CONSUMER LAW.

TO THE EXTENT THE PRODUCTS FALL WITHIN THIS SECTION C BUT ARE NOT OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION, CATERPILLAR LIMITS ITS LIABILITY TO THE EXTENT IT IS PERMITTED TO DO SO UNDER THE AUSTRALIAN CONSUMER LAW TO, AT ITS OPTION, THE REPAIR OR REPLACEMENT OF THE PRODUCTS, THE SUPPLY OF EQUIVALENT PRODUCTS, OR THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT PRODUCTS.

THE WARRANTY SET OUT IN THIS DOCUMENT IS GIVEN BY CATERPILLAR INC. OR

ANY OF ITS SUBSIDIARIES, 100 N. E. ADAMS ST, PEORIA, IL USA 61629, TELEPHONE 1 309 675 1000, THE USER IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH MAKING A CLAIM UNDER THE WARRANTY SET OUT IN THIS DOCUMENT, EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS DOCUMENT, AND THE USER IS REFERRED TO THE BALANCE OF THE DOCUMENT TERMS CONCERNING CLAIM PROCEDURES, CATERPILLAR RESPONSIBILITIES AND USER RESPONSIBILITIES.

TO THE EXTENT PERMISSIBLE BY LAW, THE TERMS SET OUT IN THE REMAINDER OF THIS WARRANTY DOCUMENT (INCLUDING SECTION B) CONTINUE TO APPLY TO PRODUCTS TO WHICH THIS SECTION C APPLIES.

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CAT, CATERPILLAR, LET'S DO THE WORK,

their respective logos, "Caterpillar Corporate Yellow", the "Power Edge" and Cat "Modern Hex" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.

RING POWER CORPORATION

**PREMIER ESC**

Ring Power Corporation ("Ring Power") hereby extends the machine warranty on \_\_\_\_\_, S/N \_\_\_\_\_, through a total of \_\_\_\_\_ months or \_\_\_\_\_ hours, whichever occurs first. This warranty runs concurrently with the standard warranty period. All base machine components are warranted to be free from defects in material and workmanship during the extended warranty period.

This warranty is limited to repair or replacement, at Ring Power's option for both parts and labor, of inspected parts that have been determined by Ring Power to be defective in material or workmanship. All extended warranty repairs must be performed at a location designated by Ring Power. All machine transportation costs or field service travel expenses shall be paid by the customer/machine owner. This warranty does not apply to normal maintenance services, such as tune-ups, or normal replacement of service or wear items, such as belts or hoses. This coverage is subject to the following conditions and limitations:

1. Replacement parts provided under the extended warranty period are warranted only for the remainder of the extended warranty period.
2. This extended warranty is furnished by Ring Power and applies to this machine only within the Ring Power sales and service territory.
3. The machine may not be altered or modified in any manner that affects the mechanical operation as designed by Caterpillar.
4. The machine must be enrolled in Ring Power's Scheduled Oil Sampling (S-O-S™) and samples of all fluid components taken at the specified intervals to assure continuity of this extended warranty.

\_\_\_\_\_  
Ring Power Corporation Representative

The undersigned acknowledges that he has read and understands the intent, requirements and limitations of this extended warranty (including the reverse side hereof).

**Ring Power** 

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Print Name / Title

\_\_\_\_\_  
Delivery Date of Machine

### **Owner Responsibilities**

- Owner shall be responsible for all machine transportation costs to and from a Ring Power service facility, (or field travel expenses).
- Owner shall be responsible for giving Ring Power timely notice of a warrantable failure and promptly making the machine available for repair.
- Owner shall be responsible for sending oil samples to the Ring Power S-O-S<sup>®</sup> lab to assure extended warranty coverage.
- Owner shall be responsible for compliance with all recommendations included in the applicable Caterpillar lubrication and maintenance guide.
- Owner shall be responsible for the difference between regular time and overtime costs for repairs required at other than normal working hours.

### **Ring Power Responsibilities**

- Ring Power shall be responsible for utilizing new, remanufactured or exchange parts or repair of existing part(s) to expediently complete repairs.
- Ring Power shall be responsible for reasonable and customary labor required to make necessary repair during normal working hours.
- Ring Power shall be responsible for replacing lubricating oils, filters, anti-freeze and other normal service items made unusable in a warrantable failure.

### **General Limitations**

Repairs made by Ring Power pursuant to this extended warranty coverage shall not further extend the stated warranty period. This extended warranty only covers work performed by Ring Power in a Ring Power repair facility or in the field, whichever is deemed to be the most expedient by Ring Power. Ring Power shall not be responsible for any repairs required due to machine misuse, abuse, accident, negligence, act of God or any use of the machine that is judged by Ring Power to be improper.

THIS EXTENDED WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES FROM RING POWER WHETHER EXPRESSED OR IMPLIED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, RING POWER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. RING POWER IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS, PROVIDING A LOANER, ETC.)



## Equipment Protection Plans (EPP)

# 3 EASY STEPS TO PROTECT YOUR NEW CAT® EQUIPMENT

You count on your Cat® machines to get the job done, day in and day out. Choose a protection plan that's just as dependable and long-lasting. EPP offers the only coverage designed specifically for new Cat equipment - giving you the highest level of repair cost protection available. Comprehensive EPP options protect your investment and your peace of mind.

Choose from our **Powertrain**, **Powertrain + Hydraulics**, **Powertrain + Hydraulics + Technology** and **Premier** plans to get the exact ago and hours for the protection you need.

**PREMIER** (Includes all Powertrain, Powertrain + Hydraulics, and Powertrain + Hydraulics + Technology components listed below)

### ENGINE RELATED

Governor/Speed Limiter  
Fuel Injection Lines

### STEERING & SUSPENSION

Power Steering Logic Module  
Steering Linkage  
Suspension Control & Control Valve  
Suspension Cylinder

### ELECTRONICS

Cat Grade Control  
Product Link™  
Traction Control System  
Protection Devices & Alarms  
Speed Sensors

### BRAKING

Cylinder Head Assembly  
Control Valves  
Accumulator  
Parking Brake

### CAB

Steering Column  
Gauges/Indicators/Instruments  
Circuit Board  
Wiring Harness/Switches  
Relays/Circuit Breakers  
Fuses/Circuit Breaker Panel

**POWERTRAIN + HYDRAULICS + TECHNOLOGY** (Includes all Powertrain and Powertrain + Hydraulics components listed below)

### CAT CONNECT TECHNOLOGY COMPONENTS - COMPACT, GRADE, PAYLOAD, LINK

Components covered under standard warranty that are factory or dealer installed prior to delivery

Integrated Machine Displays  
Monitors  
Sensors  
Cables/Harness Wiring  
Engine Control Module (ECM)

GNSS Antennas  
GNSS Receivers  
Inertial Measurement Unit  
Laser Detector/Receiver  
Satellite Receiver

Position Sensing Cylinders  
Integrated Joystick Buttons/Controls  
Software  
Status Lights  
Load Lights

VIMS (Vital Information  
Management System)  
Asset Control System  
Product Link System Cellular  
and Satellite Global Positioning System

**POWERTRAIN + HYDRAULICS** (Includes all Powertrain components listed below)

### STEERING & IMPLEMENT CONTROLS

Hydraulic Pumps  
Hydraulic Motors  
Hydraulic Cylinders

Hydraulic Valves  
Hydraulic Accumulators  
Hydraulic Lines  
Hydraulic Hoses  
Electronic Controls  
Implement & Steering

Joystick  
Pilot Control Valve  
Hydraulic Tank  
Hydraulic Oil Filter Base  
Hydraulic Swivel

Hydraulic Oil Temp Sensor  
Hydraulic Oil Cooler  
Transmission Oil Lines  
Drive Train Oil Lines  
Steering Gear & Valve

## POWERTRAIN

### ENGINE

Fan & Fan Drive  
Hydraulic Fan Motor  
Jacket Water Pump Drive Group  
Throttle/Regulator  
Timing/Injection Gears  
Timing Chain/Gear  
Engine Oil Cooler  
Engine Oil Pump  
Engine Oil Pan Group  
Engine Oil Filter Housing/Base  
Cylinder Block  
Cylinder Head Casting  
Crankshaft Main & Rod Bearings  
Piston & Connecting Rod

Platons & Plating Rings  
Camshaft & Camshaft Bearing  
Intake/Exhaust Valve  
Push Rod & Balance  
Rocker Arm & Rocker Shaft  
Assemblies  
Valve Cover & Base  
Valve Spring  
Valve Guide  
Flywheel  
Air Line/Pipe  
Aftercooler Group  
Turbocharger  
Manifolds, Inlet & Exhaust

Fuel Pump  
Governor  
Fuel Injection Pump  
Fuel Transfer Pump  
Solenoil/Controls  
Fuel Unit Control Module (ECM)  
**TRANSMISSION, TORQUE CONVERTER & TRANSFER CASE**  
Transmission Case  
Transmission Gears  
Transmission Shaft  
Transmission Hydraulic Control  
Transmission Electronic Control

Transmissions Oil Pump  
Transmissions Oil Filter Base  
Torque Converter  
Transfer Gear Group  
**DRIVE TRAIN**  
Differential Case  
Differential Steering Components  
Axle Housing Assembly  
Axle Shaft  
Drive Axle  
Final Drive Case/Bore  
Final Drive Gears  
Universal Joint

**LANDFILL COMPACTOR  
B-6-21-51  
SPECIAL CONDITIONS**

**1. PURPOSE**

Brevard County Purchasing Services, on behalf of the Solid Waste Department, is soliciting bids from qualified contractors to provide one (1) Landfill Compactor.

**DELIVERY**

Prices for delivery and unloading shall be F.O.B. Destination, Freight Prepaid and Allowed, including all packing, shipping, handling, and fuel surcharges to the Brevard County Central Disposal Facility, 2250 Adamson Rd., Cocoa, FL 32926 and include unloading and start-up. (See "Special Provisions" for additional delivery requirements.)

Indicate delivery time in the space provided on the Price Sheet. Delivery is required within one hundred twenty (120) days of the issue date of the purchase order. The County reserves the right to consider delivery as a factor in award. The County further reserves the right to accept the bid which best serves the County's interest, and to reject any and all bids.

**2. ADDITIONAL PURCHASES**

Brevard County reserves the right to purchase additional landfill compactors at the same bid price, terms and conditions for a period of one (1) year from the date of acceptance.

**3. INFORMATION OR CLARIFICATION**

For information concerning procedures for responding to this bid, contact Debbie Feingold, Purchasing Services at 321-617-7390 or by email at [debbie.feingold@brevardfl.gov](mailto:debbie.feingold@brevardfl.gov). Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services and posted online at [Onvia DemandStar](http://Onvia.DemandStar.com) website and [VendorLink](http://VendorLink). The County will not notify Contractors of addenda. It is the sole responsibility of the Contractor to check the website prior to submitting a bid to verify receipt of all documents to include written addendum.

Contractors shall promptly notify Purchasing Services, prior to submission of their bid, of any ambiguity, inconsistency or error, which they may discover upon examination of the bid documents. No interpretation of the meaning of specifications or other documents will be made to any Contractor orally, nor may Contractor rely on any such pre-bid statements in completing the bid. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamleson Way, Bldg. C, Suite 303, Viera, FL 32940, or emailed to the attention of Debbie Feingold at [debbie.feingold@brevardfl.gov](mailto:debbie.feingold@brevardfl.gov). To be given consideration, such requests must be received in writing no later than April 30, 2021 @ 5:00 P.M.

**4. RECEIVING OF BIDS**

Bids must be received by Brevard County Purchasing Services, 2725 Judge Fran Jamleson Way, Bldg. C, Suite C303, Viera, FL 32940 no later than May 20, 2021 @ 10:00 A.M. Bids must be submitted on County format to be considered. The official time clock will be the date and time stamp clock located in the Purchasing Office.

Electronic bid filing is now available on VendorLink at [www.myvendorlink.com](http://www.myvendorlink.com).  
Electronic bidding is preferred; however hard copy bids will still be received.

If submitting hard copies, bids shall be submitted in one original and should be accompanied by an equivalent electronic PDF file on USB flash drive. **DO NOT MODIFY OR REISSUE THE PRICE SHEET; USE THE PRICE SHEET FORM PROVIDED.**

**Note\*** Please ensure that if you use a third-party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to Purchasing Services on the third (3rd) floor at the above address. Contractors are advised that U.S. Postal Service 1<sup>st</sup> Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Contractor's risk. To be considered, a bid must be accepted in Purchasing Services no later than the ITB closing date and time. If the bid is delivered anywhere else, it may not reach Purchasing Services in time.

5. **PERFORMANCE BOND**

The successful contractor shall furnish and record in the official records of the County where the landfill compactor is located a Performance Bond in an amount equal to one hundred percent (100%) of the guaranteed total maintenance cost and scheduled PM costs for the compactor and the fire suppression system as outlined in the Price Sheet to cover the time period of four (4) years/nine thousand (9,000) service meter hours, whichever occurs first from date of acceptance of landfill compactor. Performance Bond shall be in the form of either (1) a cashier's check or certified check made payable to the BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, or (2) a Performance Bond in the form set forth in this bid. Contractor MUST utilize the form provided in the bid package. Any alternative form will deem contractor as non-responsive. Any submitted certified check or cashier's check shall be drawn on a solvent bank or trust company approved by the COUNTY, made payable to BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS. Personal checks or company checks will not be accepted. The Performance Bond shall be issued by a surety company duly authorized by the Florida Department of Insurance to conduct business in Florida, listed on the U.S. Treasury List, rated A+, or higher, by the latest A.M. Best Insurance Guide, and otherwise acceptable to the COUNTY.

The performance bond shall be delivered to the Solid Waste Operations, 2250 Adamson Rd., Cocoa, FL 32926, Attn: Richard Dees, within five (5) days of Notice of Award by the County.

7. **CONTRACT**

A draft copy of a contract that will need to be executed between Brevard County and the awarded bidder is attached for your review. The draft contract that is attached is not required at the time of your bid submittal.

8. The landfill compactor shall be new, unused and of current model and meet the attached specifications. The landfill compactor shall be equipped in accordance with the manufacturer's latest literature, a copy of which must accompany the contractor's bid.

**NOTE:** Any omissions or errors in these specifications do not relieve the successful contractor from furnishing a complete landfill compactor, ready for immediate use.

9. Where the unit deviates from specifications, clearly indicate the nature of the deviation on the Exception Form. The County reserves the right to waive minor deviations from the specifications, which in the County's sole and absolute judgment do not materially affect the landfill compactor's performance or maintenance.

Company Name Ring Power Corporation

Address 500 World Commerce Parkway St. Augustine, FL 32092

Telephone (904)494-1138

Fax (904)494-7606

Authorized Signature



Printed Signature Jay Lusk, VP/Asst. Gov. Sales Manager

**LANDFILL COMPACTOR**  
**B-6-21-51**  
**SPECIAL PROVISIONS**

1. The contractor shall be responsible for delivering the landfill compactor in a properly serviced, cleaned and optimized operating condition.
2. Pre-delivery shall include complete lubrication, filling all fluid levels to proper level, adjustment of engine to proper operating condition, check to insure perfect operation of all mechanical features, completely clean landfill compactor of all unnecessary stickers, tags and papers.
3. The following manuals shall be delivered with each piece of landfill compactor: Two (2) copies – Operating Manual; one (1) copy – Parts Manual; one (1) copy – Service or Technical Manual all in the form of a hard copy. The manuals shall include the schematics for the electrical and hydraulic systems on the landfill compactor.
4. An experienced serviceman/operator shall accompany the delivery of the landfill compactor and shall be available to answer questions regarding service, operation and maintenance of the landfill compactor for a period of not less than one (1) working day.
5. The landfill compactor's compliance with the bid specifications and ability to perform in the conditions normally encountered in a Class I or Class III landfill, including extreme summer conditions, shall be demonstrated by continuously operating at least ten (10) consecutive hours.
6. When the contractor performs work at the County landfill, the contractor's billable hours will not accrue until the contractor arrives at the landfill and begins working on the landfill compactor.
7. Replacement part(s) or requested part(s) must be delivered to the County within three (3) working days (72 hours) from verbal request by the County. Failure to provide the part(s) will result in a ten percent (10%) per working day reduction of the contractor's list price to the County for each day or part thereof that the replacement or requested part(s) are not delivered to the County.
8. The contractor shall assume full responsibility for warranty of all components of the landfill compactor. A statement shall be attached to the bid setting out the conditions of the warranty. The manufacturer's standard warranty shall also be furnished.
9. Contractor must provide an extended warranty for the total maintenance and repair, including scheduled and unscheduled maintenance on the new landfill compactor, which warrants that the landfill compactor will be free from mechanical breakdown due to manufacturer's defects in material and workmanship under normal use and service from date of acceptance by the County until the landfill compactor has been operated for four (4) years/nine thousand (9,000) service meter hours, whichever occurs first from the date of acceptance of the landfill compactor. TMR intervals shall be every 250 hours, no mileage, no call out fees and surcharges shall be charged. Contractor will be responsible for any transportation of landfill compactor to accomplish warranty work.
10. Should the contractor fail to complete any repair that is under warranty and return the landfill compactor to duty within seventy-two (72) continuous hours (exclusive of Sundays and County holidays) from verbal notification by the County to the contractor that a warranty repair is needed, a delay charge of one thousand dollars (\$1,000) per day shall be paid to the County by the contractor for each workday delay or any part thereof that the landfill compactor is not returned to duty. Should parts not be available to the contractor by reason of strike, natural disaster or national emergency, the delay charge shall not be made. The contractor shall have the option of furnishing like landfill compactor acceptable to the County without charge to the County during any

delay period, and in such case shall not be charged. All delay charges shall be paid to the County in the form of a check made payable to Brevard County Solid Waste within forty-five (45) days of receipt of written notification by the County. Store credits in lieu of payment to the County will not be allowed.

11. All repair work must be conducted at the County work site unless otherwise agreed by the County.
12. The contractor shall be responsible for any transportation of the landfill compactor, which may be required to accomplish warranty work and/or to furnish temporary replacement of the landfill compactor without charge to the County.
13. The contractor shall have a full-service facility or personnel within ninety (90) miles of the Central Disposal Facility, 2250 Adamson Rd., Cocoa, FL 32926. A "full service facility" is defined as a facility that the contractor believes is adequately stocked and staffed to perform under the conditions of these specifications.
14. The contractor shall respond by initiating repairs on site within four (4) hours from verbal notification by the County on any warranty repairs.
15. Contractor shall be bound to the conditions of the bid and shall perform their obligations under the bid for a period of four (4) years/nine thousand (9,000) service meter hours, whichever occurs first from date of acceptance of the landfill compactor.
16. Training: The contractor shall provide mechanic or landfill compactor operator (County's choice) for three (3) County personnel at an authorized training facility, including transportation, food and lodging. The training shall consist of regularly scheduled maintenance of landfill compactor and trouble-shooting or landfill compactor operation. The manufacturer will supply text and updates, which the attendee can take home for future reference.
17. Contractor shall provide a trade in price for a 2017 Bomag Compactor, Model #BC1172RB, VIN #101570221024, (PR #408-0048). This compactor was purchased in April 2017 and has been under complete TMR for 4 years/9,000 hours. The compactor has approximately 4,643 hours on it (as of March 23, 2021). To schedule a time to view this compactor contact Mr. Rex Watson at 321-633-1884 (office) or 321-863-0573 (cell). Brevard County reserves the right whether to exercise this option as in the best interest of the County.  
  
The trade-in landfill compactor will not be released by the County to the contractor until such time as all the conditions of this bid have been met.
18. Contractor shall submit a guaranteed buy back price to repurchase the compactor at the end of the four (4) years/nine thousand (9,000) service meter hours. Brevard County reserves the right whether to exercise this option as in the best interest of the County.

Company Name Ring Power Corporation

Address 500 World Commerce Parkway St. Augustine, FL 32092

Telephone (904)494-1138

Fax (904)494-7606

Authorized Signature 

Printed Signature Jay Lusk, VP/Asst. Gov. Sales Manager

**LANDFILL COMPACTOR**  
**B-6-21-51**  
**MINIMUM LANDFILL COMPACTOR SPECIFICATIONS**

These specifications describe the minimum requirements for a landfill compactor. Landfill compactor shall be the current standard production model with minimum registered weight class of 120,000 lbs. and shall meet all state and federal health, safety and anti-pollution requirements. All equipment and substitutions shall be those of regular publication production options. All parts or attachments not specifically mentioned but necessary to complete the equipment must be furnished and must conform to the highest standards of quality of material and workmanship provided in good engineering practice. It shall be the Contractor's responsibility to carefully examine each item of the specification. Contractors must indicate whether they comply or non-comply for each line item in the specification. Failure to provide a completed bid may cause rejection of bid. All non-comply responses and/or Contractors proposed "approved equivalents" must be fully explained on exception form, noting section and item. Failure to explain non-comply responses or failure to supply detailed literature/brochures on the Contractors proposed "approved equivalents" may cause rejection of bid. Where "minimum/maximum" is specified, Contractors must propose at least the minimum/maximum sizes or the bid may be rejected.

	COMPLIANCE	
	YES	NO
<b>1) WEIGHT CLASS:</b>		
A) One (1) new, unused and latest production model landfill compactor, 120,000 lb. class min.	X	
<b>2) ENGINE:</b>		
A) Minimum 550 gross horsepower diesel engine with heavy duty two-stage, dry type air cleaner with pre-cleaner. Water cooled only. Must meet current EPA regulations. B) Automatic shutdown system for low engine and transmission oil pressure and high temp C) Oil and fuel filters shall be spin on replacement type D) Engine capable of using 15W40 oil – not synthetic E) Vertical/horizontal exhaust, rain protected.	X	
<b>3) ELECTRICAL:</b>		
A) Heavy duty low maintenance batteries B) Minimum 140 amp. alternator. Amperage shall be sufficient enough to power the compactor and the GPS computer system that will be installed on the landfill compactor. C) 24-volt system	X	
<b>4) COOLING:</b>		
A) Radiator shall be of a type for maximum cooling capable of working continuously ten (10) hours a day	X	
<b>5) POWER TRAIN:</b>		
A) Unit must be capable of directional changes at full engine speed without deceleration B) Electronically controlled hydrostatic or power shift transmission C) Minimum two (2) forward and two (2) reverse speeds	X	



**LANDFILL COMPACTOR**  
**B-6-21-51**  
**MINIMUM LANDFILL COMPACTOR SPECIFICATIONS**

These specifications describe the minimum requirements for a landfill compactor. Landfill compactor shall be the current standard production model with minimum registered weight class of 120,000 lbs. and shall meet all state and federal health, safety and anti-pollution requirements. All equipment and substitutions shall be those of regular publication production options. All parts or attachments not specifically mentioned but necessary to complete the equipment must be furnished and must conform to the highest standards of quality of material and workmanship provided in good engineering practice. It shall be the Contractor's responsibility to carefully examine each item of the specification. Contractors must indicate whether they comply or non-comply for each line item in the specification. Failure to provide a completed bid may cause rejection of bid. All non-comply responses and/or Contractors proposed "approved equivalents" must be fully explained on exception form, noting section and item. Failure to explain non-comply responses or failure to supply detailed literature/brochures on the Contractors proposed "approved equivalents" may cause rejection of bid. Where "minimum/maximum" is specified, Contractors must propose at least the minimum/maximum sizes or the bid may be rejected.

	COMPLIANCE	
	YES	NO
<b>1) WEIGHT CLASS:</b>		
A) One (1) new, unused and latest production model landfill compactor, 120,000 lb. class min.	X	
<b>2) ENGINE:</b>		
A) Minimum 550 gross horsepower diesel engine with heavy duty two-stage, dry type air cleaner with pre-cleaner. Water cooled only. Must meet current EPA regulations. B) Automatic shutdown system for low engine and transmission oil pressure and high temp C) Oil and fuel filters shall be spin on replacement type D) Engine capable of using 15W40 oil – not synthetic E) Vertical/horizontal exhaust, rain protected.	X	
<b>3) ELECTRICAL:</b>		
A) Heavy duty low maintenance batteries B) Minimum 140 amp. alternator. Amperage shall be sufficient enough to power the compactor and the GPS computer system that will be installed on the landfill compactor. C) 24-volt system	X	
<b>4) COOLING:</b>		
A) Radiator shall be of a type for maximum cooling capable of working continuously ten (10) hours a day	X	
<b>6) POWER TRAIN:</b>		
A) Unit must be capable of directional changes at full engine speed without deceleration B) Electronically controlled hydrostatic or power shift transmission C) Minimum two (2) forward and two (2) reverse speeds	X	



D) Drive shall be Hydrostatic Drive or No Spin Differentials. Chain drive to wheels is not acceptable. No Spin Differentials shall be equipped with Caron Seal Protection Group to protect axle seals		
E) Equipped with planetary reduction final drives		
<b>6) BRAKES:</b>		
A) Full hydraulic service brakes on each wheel or hydrostatic braking	X	
B) Emergency brake to be fail-safe type, spring applied and pressure released		
<b>7) HYDRAULIC SYSTEM:</b>		
A) Fully closed with filtering and visual oil level indicators	X	
<b>8) BLADE:</b>		
A) Caron Double Semi-U (DSU) Trashblade or equal. Blade shall be suitable for installation on landfill compactor provided without modification and shall be of a DSU design featuring a center (prow) section formed by the moldboard and cutting edges that directs refuse away from the center of the landfill compactor and towards two separate "U" sections of the blade for distribution directly under the wheels to provide maximum compactive effect. Blade shall incorporate a vertical center "splitter" designed to break up large compacted loads delivered by refuse transfer trucks. Blade shall be no less than 184" wide with a minimum moldboard height of 40" and overall height of at least 76" including a trash screen specifically designed to allow maximum vision for the operator. Trash screen must be constructed of plate steel and may not be a lattice-work of bar or rod stock.	X	
B) Blade must be equipped with reversible cutting edges and replaceable end bits.		
<b>9) STEERING:</b>		
A) Shall have center-point articulation with a minimum steering angle of + thirty-five (35) degrees.	X	
B) Joy stick steering, adjustable		
<b>10) CAB:</b>		
A) Fully enclosed cab with ROPS structure	X	
B) Air conditioned, heated, and with defrosters		
C) Rear view mirrors, two (2) outside and one (1) inside		
D) Rear view back up camera installed in a manner that shall prevent damage and protect the camera		
E) External light package with a minimum of two (2) forward and two (2) reverse facing work lights		
F) Horn and back-up alarm		
G) Fully adjustable shock absorbing air ride seat with a minimum weight capacity of 450 lb. and a seat belt length of 84" minimum		
H) Cab monitoring system to include full engine, hydraulic, transmission gauge package, temperature and pressure		
I) Windshield wipers, front and rear		
<b>11) GUARDS &amp; ENCLOSURES:</b>		

<p>A) All rotating and turning components shall be enclosed for mechanical protection. All such enclosures must have large access doors, which are easily opened or removed.</p> <p>B) If so equipped: front and rear belly pans to be hydraulic assisted access</p>	X	
<b>12) WHEELS</b>		
<p>A) Minimum one-inch (1") drum thickness, minimum 58" diameter, minimum 48" width</p> <p>B) Minimum seven inch (7") tall teeth from the surface of the drum to the tip of the tooth</p> <p>C) Teeth to be of a weld-on design, minimum 28 cleats per wheel</p> <p>D) Wheel Tooth Wear Warranty: Four (4) years/ nine thousand (9,000) non-prorated hours, whichever comes first from date of acceptance of landfill compactor. During the warranty period, the contractor will replace teeth worn to a height of 4.5" from the top of the drum surface. All costs for replacement, shipping, installation, parts, labor and other incidental cost shall be borne exclusively by the contractor.</p> <p>E) Protection system against wire wrap</p>	X	
<b>13) OTHER ITEMS</b>		
<p>A) AM/FM radio</p> <p>B) Two (2) twenty-pound ABC fire extinguishers; mounted</p> <p>C) Towing anchors on front and rear of landfill compactor</p> <p>D) On-board auto greasing system to lubricate all components with the exception of the blade. On-board greasing system shall be protected and installed in a manner to prevent damage.</p> <p>E) Tool kit and any special equipment needed for normal field adjustments and scheduled and daily maintenance.</p> <p>F) Vandalism protection group with all locks keyed alike including all cab and access doors.</p>	X	
<b>14) OPTION ITEMS</b>		
<p>A) Trade in allowance for a 2017 Bomag Compactor, Model #BC1172RB, VIN #101570221024, (PR #408-0048).</p> <p>B) Guaranteed buy back price to repurchase the new compactor at the end of the four (4) years/nine thousand (9,000) service meter hours, whichever occurs first.</p>	X	

Company Name Ring Power Corporation

Address 500 World Commerce Parkway St. Augustine, FL 32092

Telephone (904)494-1138

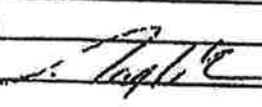
Fax (904)494-7606

Authorized Signature 

Printed Signature Jay Lusk, VP/Asst. Gov. Sales Manager

**EXCEPTION FORM: Contractors must list exceptions for applicable items below. It shall be understood that if no exception is taken, the Contractor shall supply all material exactly as specified. Contractors may list proposed equivalent items below for consideration by the Authority, and should include the item number, item description, manufacturer's name, model number and packaging quantities of those items that the Contractor proposes to substitute. Contractors may not use this form to attach conditions, limitations, or other provisos to their bid. Please be advised that any proposed equivalent or other exceptions that are deemed to be a material deviation from the specifications shall be a mandatory cause for rejection of the bid, and the Contractor proceeds at its own risk.**

N/A

Delivery Date Exception N/A  
Warranty Date Exception N/A  
Contractor's Name Ring Power Corporation  
Signature of Contractor's Responsible Officer   
Date 05/17/2021

Option Items:	
Trade In allowance for Bomag 2017 Compactor, Model BC1172RB, VIN #101570221024 (PR #408-0048)	\$ 60,000
Buy back guarantee on compactor at the end of four (4) years/nine thousand (9,000) service meter hours, whichever occurs first.	\$ 150,000

#### **ACH PAYMENTS**

Does your company accept ACH Payment Method? ☒ Yes / ☐ No

#### **PROMPT PAYMENT DISCOUNT**

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

\* If Prompt Payment Discount is offered, please state discount and terms:

N/A

#### **ADDENDUM ACKNOWLEDGMENT**

Contractor acknowledges receipt of amendments by indicating amendment number and date of issue.

Add. No. N/A Dated \_\_\_\_\_ // Add. No. \_\_\_\_\_ Dated \_\_\_\_\_

Add. No. \_\_\_\_\_ Dated \_\_\_\_\_ // Add. No. \_\_\_\_\_ Dated \_\_\_\_\_

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for B-8-21-51 Landfill Compactor.

COMPANY NAME Ring Power Corporation

ADDRESS 500 World Commerce Parkway St. Augustine, FL 32092

AUTHORIZED SIGNATURE 

PRINTED SIGNATURE Jay Lusk, VP/Asst. Gov. Sales Manager DATE 05/17/2021

TELEPHONE # (904)494-1138 FAX # (904)494-7606

EMAIL jay.lusk@ringpower.com

**LANDFILL COMPACTOR  
B-6-21-51  
PRICE SHEET**

Item Description	Unit Price
<p>1. One (1) landfill compactor equipped per the attached specifications with extended landfill compactor warranty for four (4) years/nine thousand (9,000) service meter hours, whichever occurs first from date of acceptance of the compactor.</p> <p>Make: <u>Caterpillar</u></p> <p>Model: <u>836K</u></p> <p>Delivery: <u>120</u> days, ARO</p>	\$ 925,317
<p>2. TMR Services: Guaranteed maximum total cost for all services and all repairs, scheduled and unscheduled, for four (4) years/nine thousand (9,000) service meter hours, whichever occurs first from date of acceptance of the compactor, per the attached bid specifications (excluding daily PM).</p> <p>List the name and address of the authorized service dealer that will be providing TMR services and warranty repairs:</p> <p><u>Ring Power Corporation</u></p> <p><u>415 Community College Parkway SE</u></p> <p><u>Palm Bay, FL 32909</u></p>	\$ 119,080
<p>3. Automatic fire suppression system, installed</p> <p>List Manufacturer: <u>Amerex</u></p>	
<p>4. TMR services for the automatic fire suppression system for four (4) years/nine thousand (9,000) service meter hours, whichever occurs first. Services shall cover two (2) discharges and a minimum of two (2) inspections a year.</p> <p>List the services and all components that <u>will be</u> covered under the TMR services:</p> <p><u>Available upon request.</u></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>List the services and all components that <u>will be not be</u> covered under the TMR services:</p> <p><u>Available upon request.</u></p> <p>_____</p> <p>_____</p> <p>_____</p>	\$ 9,833
<b>TOTAL:</b>	<b>\$ 1,054,210</b>

- 60,000 trade in  
\$ 994,210

**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS  
INDEMNIFICATION AND INSURANCE REQUIREMENTS  
LANDFILL COMPACTOR  
B-8-21-51**

**INDEMNIFICATION**

The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that the Contractor has received specific consideration under this agreement for this hold harmless/indemnification provision.

**INSURANCE REQUIREMENTS**

The Contractor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance, which includes coverage for all owned, non-owned and rented vehicles with a \$1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy in the amount of \$1,000,000 per claim.

In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example: Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The awarded Contractor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the Contractor.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/28/2021

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> NFP Corporate Services (SE), Inc. 1801 Roxborough Rd, Ste 300 Charlotte NC 28211		<b>CONTACT NAME:</b> Anita Hendrick <b>PHONE (A/C No. Ext.):</b> 704.672.5054 <b>EMAIL:</b> anita.hendrick@nfp.com <b>FAX (A/C No.):</b>	
<b>INSURED</b> RPC Inc.; Ring Power Corporation (Other Named Insureds below, if applicable) 500 World Commerce Pkwy Saint Augustine FL 32092		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Indemnity Company of Connecticut <b>INSURER B:</b> Charter Oak Fire Insurance Company <b>INSURER C:</b> Travelers Property Casualty Company of America <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 25882 25815 25874	

## COVERAGES

CERTIFICATE NUMBER: 1850834888

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.

REF. NO.	TYPE OF INSURANCE	ADDL. INSUR. (Y/N)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Excess General Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	HE-EXGL-3P380285-TCT-21	7/1/2021	7/1/2022	EACH OCCURRENCE: \$2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence): \$0 MED EXP (Any one person): \$0 PERSONAL & ADV INJURY: \$2,000,000 GENERAL AGGREGATE: \$5,000,000 PRODUCTS - COMPOP AGG: \$5,000,000 Limit Excess over: \$3,000,000 BIR
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRE AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> GARAGEKEEPER Included	Y	HC2ECAP-3P38028A-21	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Per accident): \$5,000,000 BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ PROPERTY DAMAGE (Per accident): \$ Deductible: \$3,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED. <input checked="" type="checkbox"/> RETENTION \$10,000	Y	ZUP-41N28130-22-NF	7/1/2021	7/1/2022	EACH OCCURRENCE: \$10,000,000 AGGREGATE: \$10,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	UB-1R023678-21-NC-T	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT: \$1,000,000 EL DISEASE - EA EMPLOYEE: \$1,000,000 EL DISEASE - POLICY LIMIT: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Landfill Contractor - Bid #B-6-21-51

Brevard County Board of County Commissioners are named as Additional Insured with respect to Excess General Liability, Auto Liability and Umbrella Liability coverage. Waiver of Subrogation in favor of Additional Insured with respect to Workers' Compensation coverage. USL&H coverage applies.

## CERTIFICATE HOLDER

<b>CERTIFICATE HOLDER</b> Brevard County Board of County Commissioners 2725 Judge Fran Jamieson Way Building C, Room 303 Viera FL 32940	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b> <i>A. H. Wise</i>
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM**

The following is added to Paragraph c. In A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE in the BUSINESS AUTO COVERAGE FORM and Paragraph e. In A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE in the MOTOR CARRIER COVERAGE FORM, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED – PERSONS OR  
ORGANIZATIONS FOR BODILY INJURY OR PROPERTY  
DAMAGE AS REQUIRED BY WRITTEN  
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs subsequent to the signing of that contract or agreement; and
- b. If the "bodily injury" or "property damage" is caused, in whole or in part, by your acts or omissions in the performance of "your work" to which that contract or agreement applies or the acts or omissions of any person or organization performing operations on your behalf.

The insurance provided to such additional insured is subject to the following provisions:

- a. The limits of insurance provided to such additional insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. This insurance does not apply to any person or organization for whom you have purchased an Owners and Contractors Protective policy.
- c. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury" or "property damage" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- d. If the written contract or agreement does not require that the insurance provided under this Coverage Part apply on a primary basis, or a primary and non-contributory basis, then this insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover.

**TRAVELERS**  
ONE TOWER SQUARE  
HARTFORD CT 06183

**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 00 01 06 ( A)**

**POLICY NUMBER UB-1R023679-21-NC-T**

**LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT  
COVERAGE ENDORSEMENT**

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act in a state shown in the Schedule. The policy applies to that work as though that state were listed in Item 3 A of the Information Page. General Section C Workers' Compensation Law is replaced by the following

**C. Workers' Compensation Law**

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in item 3 A of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C Exclusions, exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

The rates for classifications with code numbers not followed by the letter "F" are rates for work not ordinarily subject to the Longshore and Harbor Workers' Compensation Act. If this policy covers work under such classifications, and if the work is subject to the Longshore and Harbor Workers' Compensation Act, those non-F classification rates will be increased by the Longshore and Harbor Workers' Compensation Act Coverage Percentage shown in the Schedule.

**SCHEDULE**

**State**  
**FL**

**Longshore and Harbor Workers'  
Compensation Act Coverage Percentage**

**DATE OF ISSUE 07-01-21**

**ST ASSIGN**

**PAGE 1 OF 1**

011122

**TRAVELERS**   
ONE TOWER SQUARE  
HARTFORD, CT 06183

**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**  
**ENDORSEMENT WC 00 03 13 (00)-01**

**POLICY NUMBER: UB-1R023679-21-NC-T**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS  
AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO  
FURNISH THIS WAIVER.**

**DATE OF ISSUE: 07-01-21**

**ST ASSIGN:**

BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS

## CONTRACT REVIEW AND APPROVAL FORM

### SECTION I - GENERAL INFORMATION

1. Contractor: Ring Power		2. Amount: To be determined	
3. Fund/Account #: 4011/352130/5640000		4. Department Name: Solid Waste Management Dept.	
5. Contract Description: Purchase of Landfill Compactor w/TMR Services			
6. Contract Monitor: Richard Dees		8. Contract Type:  OPERATION EXPENSE	
7. Dept/Office Director: Euripides Rodriguez			
9. Type of Procurement: Invitation to Bid (ITB)			

### SECTION II - REVIEW AND APPROVAL TO ADVERTISE

COUNTY OFFICE	APPROVAL		SIGNATURE
	YES	NO	
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Joseph Hacker <small>Digitally signed by Joseph Hacker DN: cn=Joseph Hacker, o=Brevard County Date: 2021.04.19 11:40:26 -04'00'</small>
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Feingold, Debbie <small>Digitally signed by Feingold, Debbie Date: 2021.04.19 11:40:26 -04'00'</small>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt <small>Digitally signed by Lairsey, Matt Date: 2020.12.04 10:54:22 -05'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Valliere, Christine <small>Digitally signed by Valliere, Christine Date: 2020.12.15 09:36:39 -05'00'</small>

### SECTION III - REVIEW AND APPROVAL TO EXECUTE

COUNTY OFFICE	APPROVAL		SIGNATURE
	YES	NO	
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Joseph Hacker <small>Digitally signed by Joseph Hacker Date: 2021.08.12 15:32:44 -04'00'</small>
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Darling, Steven <small>Digitally signed by Darling, Steven Date: 2021.08.12 15:32:44 -04'00'</small>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt <small>Digitally signed by Lairsey, Matt Date: 2021.08.12 12:26:33 -04'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	 8/18/2021

### SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM 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 G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>

ILLINOIS WASTE MANAGEMENT DEPARTMENT  
FISCAL YEAR 2020-2021 CAPITAL OUTLAY SUMMARY

Program Name	Description	Quantity	Unit Cost	Funding Source	Total Cost Category	Fund	Fund Center/Com New OR	Prop.#	Age	Justification
Solid Waste Management Department	Truck, Fuel	1	\$165,000	Assessments	\$165,000 Truck	4011	352130/5640000 Replacement	341-0378	10	Beyond economical repair.
	Trailer, Mounted Generator	1	\$27,851	Assessments	\$27,851 Trailer	4011	352130/5640000 Replacement	343-0569	20	Beyond economical repair.
	Vacuum, Alliant	2	\$45,088	Assessments	\$90,176 Heavy Eq	4011	352130/5640000 Replacement	343-1982	13	Beyond economical repair.
	Boiler, DTH Cementer	1	\$775,499	Assessments	\$775,499 Heavy Eq	4011	352130/5640000 Replacement	405-0046	4	Beyond economical repair.
	Computer	1	\$1,023,139	Assessments	\$1,023,139 Heavy Eq	4011	352130/5640000 Replacement	408-0048	3	Beyond economical repair.
	Boiler, 644K	2	\$431,006	Assessments	\$862,012 Heavy Eq	4011	352130/5640000 Replacement	410-0139	6	Beyond economical repair.
	Truck, Dump, 10 370E	2	\$700,000	Assessments	\$1,400,000 Heavy Eq	4011	352130/5640000 Replacement	429-0216, 429-0224, 429-0225	6, 5, 3	Beyond economical repair.
	Motor, 48B and B	1	\$10,130	Assessments	\$10,130 Equipment	4011	352130/5640000 Replacement	604-1030	7	Beyond economical repair.
	Wastepipe Roll-off Container	2	\$5,758	Assessments	\$11,516 Other	4011	352130/5640000 Replacement	607-40231	28	Beyond economical repair.
	Desktop Computer							184152000; 185046000; 185287000; 185290000; 185291000; 185288000; 185292000; 185699000; 186084000; 186087000		
Solid Waste Management Department	Server	1	\$9,500	Assessments	\$9,500 Computer	4010	352000/5640000 Replacement	025-829343		
	Printer, Network	1	\$2,850	Assessments	\$2,850 Computer	4010	352000/5640000 Replacement	1831161P		
	Pressure Washer	2	\$1,300	Assessments	\$2,600 Equipment	4010	351010/5640000 New			
	Table, Exterior 10'	2	\$2,000	Assessments	\$4,000 Other	4010	351010/5640000 New			
	Pressure Washer	2	\$1,300	Assessments	\$2,600 Equipment	4010	352010/5640000 New			
	Lanette, GPS	4	\$11,750	Assessments	\$47,000 Other	4010	352010/5640000 New			
	Air Compressor	1	\$3,200	Assessments	\$3,200 Equipment	4010	352030/5640000 New			
	Fluid Exchange Tank	1	\$2,100	Assessments	\$2,100 Other	4010	352030/5640000 New			
	Boiler, 1000	2	\$1,850	Assessments	\$3,700 Equipment	4010	352090/5640000 New			
	JMO Diagnostic Tool	1	\$7,000	Assessments	\$7,000 Equipment	4010	352090/5640000 New			
					\$0					
					\$0					
					\$4,933,381					

Not Funded For Program

Machines are obsolete and will not run newer software required by department.

Current server is having maintenance issues and is required to backup main Solid Waste systems  
Printer is obsolete and has maintenance issues.

**SOLID WASTE MANAGEMENT DEPARTMENT  
FISCAL YEAR 2020-2021 CAPITAL IMPROVEMENTS PROGRAM**

<b>Program Name</b>	<b>Description</b>	<b>Funding Source</b>	<b>Total Cost</b>
Disposal	U.S. 192 Site	Assessments	\$5,824,557
Disposal	Titusville Transfer Station	Assessments, Impact Fees	\$4,000,000
Disposal	South Landfill Expansion Cell 2	Assessments, Impact Fees	\$5,250,000
Disposal	Sarno Road Transfer Station Solar Panels	Assessments	\$400,000
Disposal	South Landfill Expansion Gas Header	Assessments	\$2,500,000
Disposal	Multi-Use Education Facility	Assessments	\$410,000
Disposal	Mockingbird Way Mulching Facility Expansion	Assessments	\$700,000
<b>Total Funded For Department</b>			<b>\$19,084,557</b>



September 9, 2020

**MEMORANDUM**

**TO:** Jill Hayes, Budget Office Director


**RE:** Item D.9., Resolution Adopting Budgets for FY 2020-2021 for Certain Districts and Programs

The Board of County Commissioners, in special session on September 8, 2020, adopted Resolution No. 20-103, adopting the budgets of Solid Waste Management Department, Stormwater Utility, Fire Rescue Operations Assessment, and Melbourne-Tillman Water Control District. Enclosed is a fully-executed Resolution.

Your continued cooperation is always appreciated.

Sincerely,

**BOARD OF COUNTY COMMISSIONERS**  
**SCOTT ELLIS, CLERK**

  
Kimberly Powell, Clerk to the Board

Encl. (1)

**cc:** County Manager  
Tax Collector  
Finance

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

## **CONTRACT REVIEW AND APPROVAL FORM**

### **SECTION I - GENERAL INFORMATION**

1. Contractor: Neel-Schaffer		2. Amount: TBD	
3. Fund/Account #: 4013 / 352150		4. Department Name: Solid Waste	
5. Contract Description: 5-Year Engineering Services Contract			
6. Contract Monitor: Joseph Hacker		8. Contract Type:	
7. Dept/Office Director: Euripides Rodriguez		CONSULTANT	
9. Type of Procurement: Request for Qualifications (RFQ)			

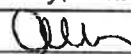
### **SECTION II - REVIEW AND APPROVAL TO ADVERTISE**

#### **APPROVAL**

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

### **SECTION III - REVIEW AND APPROVAL TO EXECUTE**

#### **APPROVAL**

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Thomas Mulligan <small>Digitally signed by Thomas Mulligan Date: 2021.01.23 10:33:05-06</small>
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt <small>Digitally signed by Lairsey, Matt Date: 2021.01.21 09:21:08 -0500</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	 1/25/2021

### **SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST**

<b>CM DATABASE REQUIRED FIELDS</b>	<b>Complete ✓</b>
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored Items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>



**CONTRACT FOR ENGINEERING AND CONSULTING SERVICES,  
SOLID WASTE MANAGEMENT DEPARTMENT**

This CONTRACT made and entered into this \_\_\_ day of \_\_\_\_\_ 2021, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County", and Neel-Schaffer, Inc., a Florida Corporation, whose local mailing address is 2301 Lucien Way, Suite 300, Maitland, Florida 32751, hereinafter referred to as "Consultant".

**WITNESSETH:**

WHEREAS, the County has the responsibility, power and authority to construct, acquire, improve, maintain and operate a solid waste disposal system within Brevard County for the benefit of persons, firms, corporations, municipalities, political subdivisions or other public agencies or bodies located within the county; and

WHEREAS, in order to meet the solid waste disposal needs of the citizens of Brevard County, while ensuring compliance with state permits and regulations, the County proposes to do certain work associated with the adopted Solid Waste Five-Year Capital Improvement Program (CIP) and as required to adequately and cost effectively maintain its solid waste management facilities and ancillary operations; and

WHEREAS, the County sought responses to a Request for Qualifications RFQ #6-21-07 for professional engineering services for its solid waste management program; and

WHEREAS, the Consultant has been selected to perform these professional services pursuant to the provisions of Section 287.055 Florida Statutes and Brevard County Policy BCC-26 (Acquisition of Consultant Professional Services); and

WHEREAS, the County desires to engage the Consultant to perform certain professional services pertinent to such work in accordance with this Contract; and

WHEREAS, the Consultant desires to provide such professional services in accordance with this Contract, and has represented to Brevard County that it has the competency and experience to perform such services in accordance with the terms and conditions as set forth herein; and

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the County and Consultant hereby agree as follows:

## **SECTION 1     SCOPE OF SERVICES**

The County does hereby retain the Consultant, and Consultant shall furnish professional services required of Consultant, which may, from time to time, be assigned to Consultant by the County, pursuant to a Task Order or Purchase Order, entered into pursuant to Brevard County Policy BCC-25 entitled "Procurement" attached hereto as Exhibit "A" and incorporated herein by this reference. Whenever services are required of Consultant, additional detailed scopes of services shall be set forth in Task Orders executed by the parties, as addenda to this Contract or by Purchase Orders issued pursuant to Brevard County Policy BCC-25. Such services may include work associated with the permitting of the County's solid waste management facilities and operations; operation and maintenance of existing facilities; improvements and expansion of the solid waste management program; implementation of the Solid Waste Five Year Capital Improvement Plan (CIP) as it currently exists.

## **SECTION 2     TERM**

This Contract shall have a term of five (5) years from the effective date. Consultant shall commence work within five (5) days of receipt of a Task Order or Purchase Order signed by the parties and a written "Notice to Proceed" from the County. The Consultant shall complete its work in accordance with the time schedule specified in the applicable Task Order or Purchase Order.

## **SECTION 3     COMPENSATION**

As consideration for providing professional services hereunder, the County shall pay Consultant a fee for services rendered as specifically provided in the applicable Task Order or Purchase Order. The Consultant's fee may be described in the Task Order or Purchase Order as "Not to Exceed", or at hourly rates, which conform to Exhibit "B". The fee provided in the applicable Task Order or Purchase Order shall be the only compensation to which Consultant is entitled, other than pre-approved reimbursable costs listed in Section 4 below. The fee shall include all of the Consultant's office overhead, employee benefits, normal business travel, and other support for overhead services required by Consultant for performance of any and all duties or obligations described in the applicable Task Order or Purchase Order. Consultant shall not perform any additional work or services without first receiving written authority from the County, specifying said services to be performed and a written "Notice to Proceed" from the County. Consultant acknowledges and agrees that the County is not obligated to issue any Task Order or Purchase Order for any specific project or part thereof and conversely may, in the County's sole discretion, after agreement with Consultant on the applicable fee, issue a Task Order or Purchase Order for all or any portion of any project. It is further understood and agreed that the County may modify Task Orders or Purchase Orders as the County deems appropriate including a commensurate increase or decrease in the fee. Consultant agrees that the hourly rates for fees to be paid by the County shall be based upon the Compensation Schedule set forth in Exhibit "B" attached hereto and incorporated herein by this reference. These rates will remain in place for a minimum of one (1) year before a rate increase may be

requested. Should the Consultant desire to seek a rate increase, the Consultant will petition the Brevard County Board of County Commissioners providing complete justification by July 1 of the fiscal year prior to the fiscal year for which the rate will become effective. Actual compensation to be paid by the County to Consultant during the entire term of this Contract shall be determined under applicable Task Orders and Purchase Orders.

#### **SECTION 4** REIMBURSABLE COSTS

The County shall reimburse Consultant for the following reimbursable costs at the actual expense of such costs. Payment for reimbursable costs is subject to prior written approval by the County, or the County shall not be responsible for reimbursing Consultant for said costs.

- A. Contractual costs (subcontractors) shall be reimbursed at the expense of such cost. Requests for copies of invoices, receipts must accompany reimbursement of Contractual Costs, purchase requisitions, etc. to document the charges.
- B. Equipment shall be reimbursed at the cost of rental or purchase cost. Equipment purchased shall remain the property of the County and must be returned upon the completion of the related Task Order. Requests for copies of invoices, receipts must accompany reimbursement of Equipment Costs, purchase requisitions, etc. to document the charges.
- C. Travel costs for normal business travel are included in the Consultants hourly fee as described above in Section 3. Reimbursement for special travel required under extenuating circumstances may be approved by the County as part of a Task Order. The determination of "extenuating circumstances" is in the sole discretion of the County. If approved, such travel shall be reimbursed at the same rate as for County employees in accordance with County Administrative Order AO-21 entitled "Travel" attached hereto as Exhibit "C" and incorporated herein by this reference, which is in effect on the date of Consultant's applicable travel. All requests for special travel must be documented using a State of Florida Travel Voucher with appropriate receipts. Reimbursement for special travel costs must receive prior written approval by the County prior to such travel, or the County shall not be responsible for reimbursing Consultant for said travel.

#### **SECTION 5** ADMINISTRATION OF SERVICES

Consultant shall be responsible for recruiting, hiring, training, supervising, disciplining and discharging personnel necessary to perform all professional services contemplated by the Contract. Consultant shall have the right to subcontract portions of the services required to be performed to other firms, persons and companies from time to time, to carry out any applicable Task Order or Purchase Order. Consultant shall, at all times, remain liable for the proper performance and completion of all work and other services required hereby, including supervision and administration of all such personnel, firms and companies. Consultant shall not

subcontract any portion of the work required under this Contract without prior written approval of the County. This approval by the County shall not be unreasonably withheld.

The Consultant is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports, and other services furnished by the Consultant under this Contract. The Consultant shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, specifications, reports, and other services.

#### **SECTION 6** BILLING AND TIME OF PAYMENT

The County shall pay Consultant ninety five percent (95%) of the approved invoiced amount after the County's receipt and approval of a monthly invoice from Consultant, unless payment is otherwise specified in a particular Task Order or Purchase Order. The request for payment shall be in the form and in the manner, required by the County, and shall relate to work performed since the last invoiced work. The County may require supplemental and accompanying data to support Consultant's request for payment. If the County objects to all or any portion of an invoice, the County shall so notify Consultant. The parties shall immediately make an effort to settle the disputed portion of the invoice. Upon approval of such invoice by the County, County agrees to pay ninety five percent (95%) of the approved or undisputed portion of the invoice within the time-frame specified in Section 218.70, et seq., Florida Statutes, the "Florida Prompt Payment Act". The remaining five-percent (5%) of the invoice will be held as retainage until the completion and final payment of the specific Task Order or Purchase Order unless the release of retainage is otherwise specified in the applicable Task Order or Purchase Order. In the event that this Contract is terminated by either party hereto, in accordance with the provisions of Section 15 of this Contract entitled "Termination", then Consultant shall be entitled to be paid as provided for in Section 15.

#### **SECTION 7** ADDITIONAL SERVICES

To the extent the County requests Consultant to perform additional services which are not described in a Task Order or Purchase Order, or with respect to which there is a disagreement between the parties as to whether or the service is already required by a particular Task Order or Purchase Order, then the Consultant shall perform such service only upon receipt of a written directive from the County to perform such additional service. In the case of services provided to which there is a disagreement, Consultant shall provide written notice to the County that the Consultant is following the County's written directive without prejudice to Consultant's right to seek additional compensation from the County. The County's delivery of a written "Notice to Proceed" following Consultant's notice shall be without prejudice to the County's right to maintain that such additional service does not constitute the basis for additional compensation under the applicable Task Order or Purchase Order.

#### **SECTION 8     AUTHORIZED REPRESENTATIVES**

The parties agree that in order to facilitate the orderly and efficient implementation of the Project and the work contemplated by this Contract, each party shall appoint an authorized representative (or representatives) for such party. The County's representative shall have the authority to transmit instructions, receive information, and interpret and define the County's policies and decisions pertinent to the work covered by this Contract as long as such transmissions do not result in an increase in the cost of or time to perform work. The parties understand and agree that only the Board of County Commissioners, County Manager or Solid Waste Director has the authority to issue Task Orders, or approve changes or modifications to this Contract on behalf of the County, as provided for in Administrative Order AO-29 (Contract Administration). The Consultants representative shall be authorized to act on behalf of Consultant regarding all matters involving the conduct of its performance under this Contract. The County's initial representative will be Euripides Rodriguez, Director Solid Waste Management Department for the County and the Consultant's shall be Mehran S. Beladi. The Consultant shall not substitute project team members named in their response to the RFQ during the course of the contract without prior written permission of the County.

#### **SECTION 9     COUNTY ASSISTANCE**

The County shall assist Consultant by making County personnel with knowledge of the operation of the County as it relates to the Task Order or Purchase Order available. The County shall provide Consultant with all available information pertinent to the work, including previous reports and documents and any data relevant to the project. The County shall also make its facilities accessible to Consultant, where feasible, and as required for Consultant's performance of its services under this Contract. In those instances where Consultant may deem it necessary to obtain access or entry upon privately owned property in its performance under this Contract, Consultant may request assistance from the County in facilitating such access.

#### **SECTION 10    TITLE TO DELIVERABLES**

No reports, data, programs, plans, specifications, or other material produced either in whole or in part under this Contract shall be subject to copyright by the Engineer in the United States, or any other country. No reports, data, programs, plans, specifications, or other material produced under subcontracts either in whole or in part under this Contract shall be subject to copyright by the Engineer, or subcontractor in the United States, or any other country. The County and its assigns shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, programs or other material prepared under this Contract. The Engineer may retain its original notes, working documents, design calculations, computations and plans provided the County shall be entitled to a copy of such materials upon request and further provided said materials shall not be destroyed without the prior written approval of the County. Any final writings, maps, charts, computer programs, plans, specifications or drawings prepared, either in whole or in part, under this Contract shall become the property of the County. In the event that County makes use of said documents on

a project or projects not covered under this Contract without Engineer's express written consent, such use shall be at the sole discretion, liability, and risk of County.

#### **SECTION 11 INDEMNIFICATION**

Consultant shall indemnify and hold harmless the County, its Commissioners, employees and agents from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Contract.

Pursuant to Section 558.0035, Florida Statutes, an individual employee or agent of the Consultant may not be held individually liable for negligence if the Consultant maintains the professional liability insurance required in Section 12 below and the damages are solely economic in nature and do not extend to personal injuries or property not subject to this Contract.

#### **SECTION 12 INSURANCE**

To ensure the indemnification obligation contained above, Consultant shall, at a minimum, procure and maintain in force at all times, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the insurance coverage set forth below in accordance with the terms and conditions required by this Section. Each insurance policy shall clearly identify the foregoing indemnification as Insured.

Said policy or policies shall be issued by approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in Brevard County, Florida. Consultant shall specifically protect County and the Brevard County Board of County Commissioners as additional insured under the Comprehensive General Liability Policy only.

- General Liability Insurance policy with a \$ 1,000,000 combined single limit for each occurrence,
- Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

Workers' Compensation and Employers Liability Insurance must apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws.

The Consultant shall also be protected by a Professional Liability Insurance Policy in the amount of \$1,000,000 per claim.

The Consultant shall provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificates of insurance shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the vendor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the vendor.

**Consultant shall notify County in writing within thirty (30) days of any claims filed or made against Professional Liability Insurance Policy which would threaten to substantially impair the coverage available for this contract.**

#### **SECTION 13   NOTICES**

Any notices required or permitted by this Contract shall be in writing and shall be deemed delivered upon hand delivery, or three (3) days following deposit in the United States postal system, postage prepaid, return receipt requested, addressed to the parties at the following addresses:

FOR BREVARD COUNTY  
Euripides Rodriguez, Director  
Solid Waste Management Department  
2725 Judge Fran Jamieson Way  
Building A, Suite 118  
Viera, Florida 32940

FOR CONSULTANT  
Mehran S. Beladi  
Neel-Schaffer, Inc.  
2301 Lucien Way  
Suite 300  
Maitland, Florida 32751

Either party shall have the right to change its address for notice purposes at any time throughout the term hereof, by sending written notice of such change of address to the other party in accordance with the provisions hereof not less than ten (10) days prior to the effective date of such change.

#### **SECTION 14   FORCE MAJEURE**

Neither party shall be liable for its failure to perform hereunder if its performance is rendered impossible by any act, event or condition beyond its reasonable control which by the exercise of due diligence it shall be unable to overcome. Such acts, events or conditions shall include, but not be limited to the following:

- acts of God, hurricanes, tornado, lightning, or earthquake
- strikes or lockouts
- acts of war, civil insurrection or terrorism
- fire or flood not caused by the party unable to perform
- change in law not due to improper conduct or to any negligent or intentional act or omission on the part of the party unable to perform.

#### **SECTION 15    TERMINATION**

The County may, by fourteen (14) days prior written notice to the Consultant, terminate this Contract, in whole or in part, either for the County's convenience or because of the failure of Consultant to fulfill its Contract obligations. Upon receipt of such notice, Consultant will:

- A. Immediately discontinue all services affected, unless the notice directs otherwise; and
- B. Deliver to the County all data, drawings, specifications, reports, estimates, summaries, plans, and such other information or materials as may have been accumulated by Consultant in performing this Contract, whether completed or in process.

If the termination is for the convenience of the County, Consultant shall be paid its compensation for services performed to the date of termination, based on the percentage of work completed or hourly rate if the Task or Purchase Order is hourly. The County shall not be obligated to pay for any services performed after Consultant has received notice of termination. If the notice of termination is due to the failure of Consultant to fulfill its Contract obligations, Consultant shall have 14 calendar days within which to correct such deficiencies as noted in said notice.

If Consultant fails to correct such deficiencies to the satisfaction of the County within the stated time period, then the County may take over the work and prosecute the same to completion by Contract or otherwise. In such case, the County preserves all rights and remedies available, including, but not limited to the County's additional cost incurred in securing complete performance. The rights and remedies of the County provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

If, after notice of termination for failure to fulfill Contract obligations, it is determined that Consultant had not so failed, the termination shall be deemed to be effected for the convenience of the County. In such event, adjustment in the Contract price shall be made as provided above in this Section.

Consultant may, by fourteen (14) days prior written notice to the County, terminate this Contract, in whole or in part, because of the County's failure to fulfill its Contract obligations. If



not cured within the fourteen (14) day notice period, the Consultant may discontinue providing service to the County, and shall be paid for prior services performed by either the percentage complete method or by hourly rate per the applicable approved Task Order or Purchase Order.

#### **SECTION 16    APPLICABLE LAW**

The law of the State of Florida shall govern the validity of this Contract, its interpretation and performance, and any other claims related thereto.

#### **SECTION 17    WAIVER**

The waiver by the County or Consultant of the other party's obligations or duties under this Contract shall not constitute a waiver of any other obligation or duty of the other party under this Contract, nor shall a waiver of any such obligation or duty constitute a continuing waiver of that obligation or duty.

#### **SECTION 18    INTEREST OF MEMBERS OF COUNTY AND OTHERS**

No officers, members, employees of the County, no member of its governing body, no other public official of the governing body of the locality or localities in which services for the facilities under this Contract are to be carried out, who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects their personal interest, or have any personal interest, direct or indirect, in this Contract or the proceeds thereof.

#### **SECTION 19    INTEREST OF CONSULTANT.**

Consultant covenants that it presently has no interest and shall not acquire interest, direct or indirect, which shall conflict with the performances or services required to be performed under this Contract. Consultant further covenants that in the performance of this Contract that the Consultant shall employ no person having any such interest.

#### **SECTION 20    COVENANT AGAINST CONTINGENT FEES.**

Consultant warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this section, the County shall have the right, but not the duty, to terminate this Contract without liability, and, at its discretion, to deduct from the Contract such price, or otherwise recover the full amount of such fee, commission, percentage, gift or other consideration.

## **SECTION 21 POTENTIAL CONFLICTS OF INTEREST.**

Consultant is specifically aware of, and concurs with, the public need for the County to prohibit any potential conflicts of interest that may arise as a result of the execution of this Contract. As a result, Consultant has extensively reviewed all of its contracts, letters of agreement, and any other indication of commitment on its behalf to perform professional services for private landfills located in Brevard County, which could in any way present the reasonable possibility of an actual conflict of interest with Brevard County. Consultant has cataloged such contracts, and has attached a list thereof to this Contract, as Exhibit "D" which is hereby incorporated herein by this reference.

In view of the potential of this Contract being a long-term contractual relationship between the parties, Consultant specifically agrees to comply with the following organizational requirements in performing its services under this Contract:

- A. No engineer, specialist, or scientist employed by Consultant, who has worked, or is working, on the Project under this Contract, will provide any professional services to private landfills located in Brevard County or entities actively opposing the construction or operation of Solid Waste Management Facilities owned and operated in Brevard County through the duration of this Contract, and the duration of the engineer's specialist's, or scientist's employment with Brevard County, without the prior written consent of Brevard County. Said consent by Brevard County shall not be unreasonably withheld. The purpose of this requirement is to assure that consultant will utilize a cadre of professionals dedicated solely to providing solid waste engineering services to Brevard County.
- B. Consultant specifically agrees that any and all information, concepts, policies and regulations relating to the Project under this Contract shall be held by Consultant in strict confidentiality within Consultant's Project Team, except as may be affected by Chapter 119, Florida Statutes. No dissemination of any such information by consultant shall be made until after clear written authorization to do so has been granted by Brevard County, except as may be otherwise required by law or directed by Court Orders and except for disclosures to Consultant's legal counsel or accountants. Notice of such disclosures permitted hereunder shall be immediately given to the County.

## **SECTION 22 RECORDS AND AUDITS**

If federal funds are used for any work under this Contract, the Comptroller General of the United States, or any of his duly authorized representatives, shall have access to any books, documents, papers, and records of Consultant which are directly pertinent to work performed under this Contract, for purposes of making audit, examination, excerpts, and transcriptions.

Consultant agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Contract and to make such materials available at its office at all reasonable times during the term of this Contract, and for five (5) years from the date of final payment under this Contract, for audit or inspection by the County, or any of its duly authorized representatives. All records, books and accounts related to the performance of this Contract shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The County has the right to unilaterally cancel this Contract in the event that Consultant refuses to allow County access to all documents, papers, letters, or other material made or received by the Consultant in conjunction with this Contract, unless the records are exempt from disclosure pursuant to Section 24(a) of Art. I of the Florida Constitution or Section 119.07(1), Florida Statutes.

#### **SECTION 23    EQUAL OPPORTUNITY EMPLOYMENT**

Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Contract because of race, color, religion, sex, age, national origin, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfers; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

#### **SECTION 24    ASSIGNMENT**

The County and Consultant each bind itself and its successors, legal representatives, and assigns to the other party to this Contract, and to the partners, successors, legal representatives, and assigns of such other party, and in respect to all covenants of this Contract; and neither the County nor Consultant shall assign nor transfer their interest in this Contract without the prior written consent of the other party.

#### **SECTION 25    INDEPENDENT CONTRACTOR**

It is agreed by the parties that, at all times and for all purposes within the scope of this Contract, the relationship of Consultant to the County is that of independent contractor, and not that of employee. No statement contained in this Contract shall be construed so as to define Consultant an employee of the County, and Consultant shall be entitled to none of the rights, privileges or benefits of Brevard County employees.

#### **SECTION 26    CLAIMS FOR SERVICES**

The County will not honor any claim for services rendered by Consultant not specifically provided for in this Contract.

**SECTION 27 ENTIRE CONTRACT**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Contract that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements, whether oral or written.

**SECTION 28 SEVERABILITY**

If any of the provisions contained in this Contract are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**SECTION 29 MODIFICATIONS OR AMENDMENTS IN WRITING**

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties with the same formality as herewith.

**SECTION 30 PERMITS, FEES, and LICENSES**

Permits, fees and licenses necessary for performance of work pursuant to this Contract will not be waived by the County, and Consultant shall be responsible for obtaining, and shall pay for their own professional permits, fees and licenses as required. The County shall pay to the governing authority, the cost of permits, fees, and/or licenses required for completion of the scope of services for a particular Task Order.

**SECTION 31 TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete and current as of the time of contracting. The original contract price and additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete or non-current wage rate, and other factual unit costs. All such contract adjustments shall be made within one (1) year following the termination of this Contract.

**SECTION 32 COMPLIANCE WITH LAWS**

Consultant agrees to comply with all applicable federal, state and local laws, rules and regulations during the course of this Contract. The Consultant is responsible for full and

complete compliance with all laws, rules and regulations including those for the Federal Government, State of Florida and applicable local ordinances. Failure or inability on the part of the Consultant to have complete knowledge and intent to comply with such law, rules and regulations shall not relieve Consultant from its obligation to completely perform any task assigned pursuant to this Contract.

### **SECTION 33 ATTORNEY'S FEES, JURISDICTION, VENUE, AND WAIVER OF JURY TRIAL**

This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. In the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs. Venue for any legal action brought by any party to this Contract to interpret, construe or enforce this Contract shall be in a court of competent jurisdiction in and for Brevard County, Florida. By entering into this Contract, CONSULTANT and COUNTY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Contract.

### **SECTION 34 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

(a) In accordance with Chapter 448.095, Florida Statutes, a public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify System.

(b) The County shall not enter into, or renew, a contract with a vendor/ contractor that is not enrolled in E-Verify. Any vendor/contractor that has a contract with the County shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term.

(c) The County shall verify the Consultant's participation in E-Verify Program by confirming their enrollment on the Department of Homeland Security E-Verify Website. The Consultant's whose participation cannot be verified on the Department of Homeland Security's E-Verify Website, shall provide acceptable evidence of their enrollment prior to award and the execution of a contract. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.

(d) A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment.

(e) Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

### **SECTION 35 SCRUTINIZED COMPANIES**

The Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the County may immediately terminate this Contract at its sole option if the Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant or its subcontractors are placed on the

Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.

If this Contract is for more than one million dollars, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the County may immediately terminate this Contract at its sole option if the Consultant, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Contract.

The Consult agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.

As provided in Section 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

#### **SECTION 36 PUBLIC ENTITY CRIME ACT**

The Consultant represents that the execution of this Contract will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant, or other provider who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods, services or a contract for the construction or repair of a public building or public work, submit bids on leases of real property, be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the COUNTY and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list.

Violation of this section shall result in termination of this Contract and recovery of all monies paid by COUNTY pursuant to this Contract and may result in debarment from COUNTY's competitive procurement activities.

#### **SECTION 37 EFFECTIVE DATE**

The effective date of this Contract means the date on which the last of the parties hereto executes this Contract.

### **SECTION 38 PUBLIC RECORDS**

In the performance of this Agreement, the Consultant shall keep books, records and accounts of all activities related to the Agreement in compliance with generally accepted accounting procedures and in compliance with the Public Records Laws of the State of Florida (including, but not limited to Chapter 119, Florida Statutes).

All records or documents created by Consultant or provided to Consultant by the County in connection with the activities or services provided by Consultant under the terms of this Agreement, are public records and Consultant agrees to comply with any request for such public records or documents made in accordance with Chapter 119, Florida Statutes.

Records, documents, books and accounts ordinarily and necessarily required for the performance of this Agreement shall be kept, maintained and open for inspection by the County, County's representative, and members of the public during regular business hours.

The Consultant shall provide the public with access to public records on the same terms and conditions that the public agency provides the records and at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law (see also County Administrative Order, AO-47).

The Consultant shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Agreement shall be subject to copyright by Consultant in the United States or any other country.

The Consultant shall meet all requirements for retaining public records and shall transfer, at no cost, to the County all public records in possession of the Consultant upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

Failure to comply with the provisions of this Agreement shall result in the County taking enforcement action against the Consultant including the cost to the County for gaining the Consultant's compliance which will include, but are not limited to, the gross hourly rate of the County's employee contacts to the Consultant to obtain compliance with this section, litigation filing fees and attorney's fees.

**If the Consultant has questions regarding the application of Chapter 119, Florida Statutes, to the Consultant's duty to provide Public Records relating to this**

**Agreement, contact the custodian of Public Records: Miranda Guppenberger, Administrative Assistant, 2725 Judge Fran Jamleson Way, Bldg. A, Ste. #118, Viera, FL 32940; email address; (321)633-2042.**

**(The remainder of this page is intentionally left blank.)**

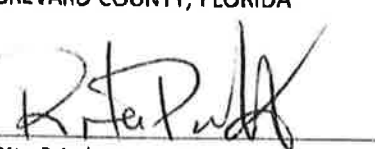


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

ATTEST:

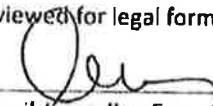
BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA

  
Rachel M. Sadoff, Clerk

  
Rita Pritchett, Chair

As approved by Board on September 8, 2020

Reviewed for legal form and content:

 2/3/2021  
Abigail Jorandby, Esq., Assistant County Attorney



ATTEST:

  
Signature

Edward J. Everitt, Vice President  
Name & Title Printed

COSULTANT

  
Signature

February 3, 2021

Date

Mehran S. Beladi, Vice-President

Name & Title, Printed

Neel-Schaffer, Inc.

Name of Company, Corp., etc.

2301 Lucien Way, Suite 300, Maitland, Florida  
32751

Mailing Address

(407) 647-6623

(Area Code) Telephone Number

**EXHIBIT A**  
**BCC-25: PROCUREMENT**



## POLICY

**TITLE: PROCUREMENT**

**NUMBER: BCC-25**

**AMENDS: January 7, 2020**

**APPROVED: December 8, 2020**

**ORIGINATOR: Purchasing Services**

**REVIEW: December 8, 2023**

**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.
- 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.
- 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."
- 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. **Florida Statutes:** Chapters 286.011, 286.0113, 218.70 ct.seq., 218.80, Chapter 255 and Chapter 287, Procurement of Personal Property and Services and Chapter 448.095 Employment Eligibility.
- K. **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.
- L. **Grant** (for the purposes of this policy): An award of which includes assistance in the form of money, property, services, etc., by a source which includes the federal government, state government, other local governments, non-profit agencies, private businesses and citizens.
- M. **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.
- N. **Lease Purchase:** A lease contract with terms providing for the option to transfer title during or at the end of the lease term.
- O. **Purchasing Card:** An accounts payable mechanism, which utilizes credit card infrastructure for the purchase of goods and/or services.
- P. **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.
- Q. **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.
- R. **Purchasing Manual:** A document that describes rules, regulations, policies and procedures to be followed by the purchasing organization and the agencies/departments it serves.
- S. **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.
- T. **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. 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.
- U. **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.
- V. **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.
- W. **Service/Maintenance Agreements:** Contractual documents detailing specifications under which the vendor will provide maintenance/service to equipment in the possession of the County.
- X. **Sole Source/Single Source/Proprietary Purchase:** Only known existing source, or only one viable 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.

### III. DIRECTIVES

- 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.
- 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.T or via formal quote, as defined in Section II.K, solicited by Purchasing Services.
  - 2. Up to \$50,000: Assistant County Manager with recommendation for award from the user agency and Purchasing Manager or selection committee, as appropriate, via Formal Quote/Bid/Proposal.
  - 3. 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.
  - 4. \$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.
  - 5. 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.
  - 6. 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.
  - 7. 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.
  - 8. 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.

9. If, during a competitive bidding or selection process, the County has received a recommendation for award or reference for a particular vendor from a state and/or federal elected official, staff shall proceed as follows:
  - (a) If the award of the bid/selection is to be made by the Board of County Commissioners, copies of the local, state and/or federal elected officials' recommendations or references shall be included as part of the Agenda Item that is presented to the Board for its consideration for the award of the bid/selection.
  - (b) If the award of the bid/selection is to be made by a designee as provided for under this policy, copies of the local, state and/or elected officials recommendations or references shall be included as part of an Agenda Item that is presented to the Board for its review and consideration prior to the designee proceeding with final award of the bid/selection.
- 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. If less than two responsive bids, proposals, or replies for commodity or contractual services purchases are received, the Purchasing Manager and User Agency may negotiate on the best pricing, terms and conditions.
- N. 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.
- O. 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.
- P. 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)
- Q. 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.
- R. 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


- S. 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.
- T. 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.
  3. Board approved contracts may be amended by the County Manager in an amount up to \$5,000 annually or 10% of the contract value whichever is lower.
- U. Grant Assistance
1. When the procurement involves the expenditure of state or federal assistance, grants or contract funds, the procurement shall be conducted in accordance with any applicable local, state or federal laws/regulation requirements specified in the funding/grant conditions as they pertain to the state or federal assistance grant or contract funds.
- V. E-Verification
1. In accordance with Florida Statute Chapter 448.095, A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify System.
  2. The County shall not enter into, or renew, a contract with a vendor/contractor that is not enrolled in E-Verify. Any vendor/contractor that has a contract with the County shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term.
  3. The County shall verify the Contractor's /Vendor's participation in the E-Verify Program by confirming their enrollment on the Department of Homeland Security E-Verify Website. Vendor's/Contractor's whose participation cannot be verified on the Department of Homeland Security's E-Verify Website, shall provide acceptable evidence of their enrollment prior to award and the execution of a contract. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.
  4. A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E- verify program, the contractor hires or employs a person who is not eligible for employment.
  5. Nothing in this section may be construed to allow intentional discrimination of any class protected by law

IV. RESERVATION OF AUTHORITY

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

ATTEST:

  
Scott Ellis, Clerk

  
Rita Pritchett, Chair  
Brevard County, Florida  
Board of County Commissioners  
As Approved by the Board on December 8, 2020



**EXHIBIT B  
STANDARD HOURLY RATES  
NEEL-SCHAFFER, INC.  
CONTINUING CONSULTING ENGINEERING SERVICES  
SOLID WASTE MANAGEMENT DEPARTMENT  
BREVARD COUNTY, FLORIDA  
RFQ-6-21-07**

**HOURLY BILLING RATES-2021**

<b>TITLE</b>	<b>HOURLY RATE</b>
Project Director/Officer	\$207
Project Manager	\$166
Senior Project Engineer/Professional	\$154
Project Engineer/Professional Scientist	\$118
Staff Engineer/Professional	\$101
Senior Technician	\$109
Project Technician/Auto CAD	\$87
Draftsperson	\$85
Certified Resident Construction Representative	\$113
Field Technician	\$85
Administrative Manager	\$91
Administrative Assistant/Clerical	\$70

☒ Accepted

☐ Decline



\_\_\_\_\_  
Authorized Signature

**January 26, 2021**

\_\_\_\_\_  
Date

**Mehran (Ron) S. Beladi, Vice President**

\_\_\_\_\_  
Printed Name

**EXHIBIT C**  
**ADMINISTRATIVE ORDER A0-21**  
**TRAVEL**



BOARD OF COUNTY COMMISSIONERS

## ADMINISTRATIVE ORDER

**Title: TRAVEL**

**Number:** AO-21

**Cancels:** 10/24/2017

**Approved:** 06/12/2018

**Originator:** County Manager

**Review:** 06/12/2021

### **I. PURPOSE AND SCOPE**

To implement Board Policy BCC-29 and provide instructions for a traveler's reimbursement of expenses incurred during authorized travel on County business and provide instructions for processing the reimbursement of expenses.

### **II. DEFINITIONS**

- A. Appointing Authority – County Officer, County Manager, Assistant County Manager, Department and Office Directors.
- B. Authorized Representative – A person, other than a County officer or employee, authorized by the Board of County Commissioners or the County Manager to contribute time and services as a consultant or as a candidate for an executive or professional position.
- C. Class A Travel – Continuous travel of 24 hours or more away from official headquarters.
- D. Class B Travel -- Continuous travel of less than 24 hours which requires overnight absence from official headquarters.
- E. Class C Travel – Short or day trips where the traveler is not away from his/her or her official headquarters overnight.
- F. Common Carrier – Train, bus, commercial airlines, or rental cars of an established rental car firm.
- G. County Officer – Elected or appointed by the Governor to hold the office of County Commissioner for Brevard County.
- H. Official Headquarters – The city or town in which the individual's office is

located. In the event a person is located in the field, the official headquarters is the city or town designated by the agency nearest to the area where the majority of the official business is conducted.

- I. Traveler – A County officer, employee or other authorized representative on official County Business.

### **III. REFERENCES**

- A. Section 112.061, Florida Statutes – Per Diem and traveling expenses of public officers, employees and authorized persons.
- B. Section 1-138, Code of Laws and Ordinances, Brevard County, Florida - Brevard County Merit System Rules and Regulations – Board personnel rules and regulations.
- C. Code of Ordinances 2017-21, Section 8 providing approval process for use of county funds for out-of-state travel; that County Commissioners are subject to the County's Administrative Order, Travel AO-21.
- D. Policy BCC-29, Travel
- E. Form BCC-7, Travel Expense Report (TER)
- F. Form BCC-8, Travel Request

### **IV. TRANSPORTATION REQUIREMENTS**

#### **A. MODE DETERMINATION**

The most economical method of travel shall be used for each trip. The conditions, which shall determine the method of travel, include the nature of business, value of time of the traveler, impact of productivity of the traveler, cost of transportation and per diem or subsistence required, the number of travelers, and amount of equipment or material to be transported.

#### **B. ROUTES OF TRAVEL**

All travel must be by a usually traveled route. Any extra costs incurred by a traveler using an indirect route for his/her own convenience shall be the responsibility of the traveler.

#### **C. ALLOWABLE METHODS**

##### **1. Common Carrier**

- a. An airplane ticket for authorized travel is authorized at the lowest available (coach) rate, taking advantage of early reservation discounts wherever possible. The purchase of a ticket through a

travel agent shall be deemed to be at the lowest available rate, and includes reimbursement of any associated service fees.

- b. Car rentals available through State contract may be arranged in advance. Travelers should contact Central Services for specific details and necessary forms.

## 2. County Vehicles

- a. Requests for use of a County vehicle for Class A and B travel shall require approval of the Appointing Authority or designee, in the absence of the Appointing Authority, and will include written justification. County vehicles specially designed and equipped to perform a public service such as emergency response or large vehicles shall travel outside Brevard County only when providing a service within the scope of their purpose.
- b. When more than one traveler is scheduled to travel from one location to the same destination, only one vehicle, when practical, shall be authorized.
- c. Employees are encouraged to contact Central Fleet for the use of a pool vehicle.

## 3. Privately Owned Vehicles

- a. Privately owned vehicles may be utilized for official business, if authorized by the responsible Appointing Authority.

# V. PER DIEM AND SUBSISTENCE

## A. APPROVAL TO INCUR CLASS A AND B TRAVEL

Class A and B travel, not approved by the Board as part of the annual budget or travel that exceeds the Board's approved budget amount by more than 20 percent, shall be approved by Board prior to travel. A completed Travel Request form with written justification must be submitted and approved by the County Manager or designee. The County Manager will process the request for Board approval through the Bill Folder.

However, if the departure date is prior to the next regularly scheduled Board Meeting, the County Manager may approve the travel if the trip is determined to be in the best interest of the County. The County Manager will process for subsequent Board approval through the Bill Folder.

Travel approved by the Board as part of the annual budget approval process does not require subsequent Board approval or approval by the County Manager. A completed Travel Request form with written justification must be submitted and approved by the Appointing Authority or designee, in the

absence of the Appointing Authority. Copy of A and B summary must accompany Travel Request form and be clearly marked which trip department is using.

Class A and B travel approved by the Board as part of the annual budget process requires submittal to the County Manager or designee who shall submit to County Finance for approval/payment if:

1. Travel approved in budget is being substituted by travel that was not included in the budget approval process, or
2. When a trip is classified as Class C, but the employee chooses to stay overnight at their own expense it becomes A and B travel, or
3. A County Commissioner's or their Office staff travel.

The County Manager may approve advance payment or reimbursement of Class A, B, and C travel expenses for employment candidates, recommended by an Appointing Authority.

Class A and B travel must be submitted on a Travel Request Form any time an employee is on official business. All Travel Request Forms must be submitted to the Finance Department prior to start of travel regardless if advances are requested.

#### **B. APPROVAL TO INCUR CLASS C TRAVEL**

All Travel Expense Reports for Class C travel shall be approved by the Appointing Authority or designee with require receipts and submitted to the Finance Department.

Travel Expense Reports for Class C travel for a County Commissioner or their staff shall be submitted to the County Manager or designee along with required receipts and who shall submit to the Finance Department.

#### **C. ELIGIBILITY CRITERIA**

Class A and B travel shall include any assignment on official business away from the traveler's official headquarters when it is considered reasonable and necessary to stay overnight and for which travel expenses are approved. The time, for purposes of reimbursement, is calculated as follows:

1. The travel day for Class A travel shall be a calendar day beginning at midnight and consisting of four 6-hour quarters. Per Diem will not be paid for any quarter unless a traveler departs on or before midpoint of the quarter or returns on or after midpoint of the quarter.
2. The travel for Class B is based on 6-hour cycles beginning at the hour of departure and ending at the hour of return. The "Midpoint" references for Class A travel controls the per diem on the return 6-hour cycle.

#### **D. RATES OF REIMBURSEMENT**

Class A and B travelers, when traveling within or outside the State to conduct official business, may select either of the following options for reimbursement.

1. Per Diem allowed up to \$80 for a 24-hour period. This includes lodging and meals only.
2. Lodging at the actual cost for lowest available single occupancy room rate to be substantiated by paid bills.
3. Every attempt should be made to reduce the cost of lodging, such as requesting the government rate, membership, or conference discounts, room sharing when appropriate, etc. Receipts are not required to be submitted for the employee to receive reimbursement for meals in an amount not to exceed the following rates for authorized meals:
  - a) Breakfast - \$6.00 is authorized when a traveler is on travel status prior to 6:00 a.m. and extending beyond 8:00 a.m.
  - b) Lunch - \$11.00 is authorized when a traveler is on travel status prior to 12:00 noon and extending beyond 2:00 p.m.
  - c) Dinner - \$19.00 is authorized when a traveler is on travel status prior to 6:00 p.m. and extending beyond 8:00 p.m.

Meals for Class C travelers may be reimbursable at authorized rates specified in IV.D.1 when the meal is integrally associated with the Class C travel requirement and is clearly considered to be a public purpose. Class C Meals consumed within the boundaries of Brevard County will not routinely be eligible for reimbursement unless the employee is restricted in meal options and incurs an involuntary financial hardship.

Travel Expense Reports, which include Class C meals, must have authorization from the Appointing Authority or designee, in the absence of the Appointing Authority, before they are submitted to the Finance Department for processing.

Class C meals are subject to Federal and employment taxes and shall be reported on the employee's W-2 form as taxable income.

An individual who claims Class C meals within the scope of their official duties and the travel is not related to a registration does not need to complete a Travel Request. The Appointing Authority will be responsible for ensuring that employees comply with this procedure.

**E. MONETARY ADVANCES PRIOR TO TRAVEL**

Monetary advances may be granted if absolutely necessary. The requirements for processing monetary advances are as follows:

1. A properly approved Travel Request form must be received in the Finance Department at least fifteen (15) working days prior to when the warrant (check) is required;
2. Travel advances to the traveler will only be issued upon request and generally only if estimated expenses (i.e. meals, tolls, parking, mileage, etc.) exceed \$100.00. The advance and determination of the actual amount must be approved by the Appointing Authority or designee, in the absence of the Appointing Authority.
3. If an advance is granted, the traveler must submit the Travel Expense Report within ten (10) working days of the scheduled return date. Failure to file a Travel Expense Report within 10 days following the traveler's return results in notification to the employee's Appointing Authority of the delinquency. If, after 20 days following the traveler's return, the Travel Expense has not been submitted, notification will be made to the County Manager or designee who may suspend travel advance privileges for the entire Department/Office until such time that a proper Travel Expense Report is received.
4. The traveler is responsible for returning any overpayment of monetary advances, if applicable, within ten (10) working days following the return date.

**F. ADVANCE PAYMENTS**

1. If advance payment for a registration fee or lodging expenses is required, all pertinent information (i.e., required payment date, name and address for submittal of advance payment and room rate) shall be inserted in the Travel Request Form, and supporting documentation provided, including a copy of the hotel confirmation.
2. All requests for advances must be received in the Finance Department fifteen (15) working days prior to when warrant (check) is required.
3. If the Travel Request is not submitted in time (15 working days prior to the deadline) to take advantage of any early registration discounts, the late registration amount will be paid, unless the Department/Office indicates on the Travel Request that the vendor will accept the lower amount.
4. It is the responsibility of the individual and department to obtain a refund (from agents, airlines, etc.) for all pre-payments and advances for airline, registration, etc., if the trip is canceled. All refunds must be



forwarded to the Finance Department after receipt.

5. If an advance payment is granted, the traveler must submit the Travel Expense within ten (10) working days of the return date.
6. Purchasing Card – Individuals are required to have an approved Travel Request prior to using the purchasing card for travel expenses (registration, lodging, airline, etc.). Authorization to purchase meals during Class A and B travel must have prior approval of the County Manager or designee. Meals during Class C travel should not be placed on the purchasing card. If purchasing card is used a copy of the approved Travel Request must accompany the purchasing card reconciliation report when submitted to Finance.

**V. TRAVELERS EXPENSE REIMBURSEMENT REQUIREMENTS**

- A. All requests for reimbursement of travel expenses must be itemized on the Travel Expense Report (BCC-7). For Class A and B this would include all advance payments. All expenses charged on the purchasing card must be listed on the TER. Class A or B Travel reimbursement requests must be submitted on a separate BCC-7 form (i.e., Class A and B travel may not be commingled with Class C travel on any report).
- B. All Travel Expense Reports shall be approved by the Appointing Authority or designee, in the absence of the Appointing Authority, and submitted to the Finance Department with required receipts. The authorizing signature cannot be a subordinate of the traveler. Class C travel should be submitted at least quarterly. All travel for the prior fiscal year should be submitted by the end of October to be charged properly.
- C. The Finance Department will determine the accuracy of the report and will return any items that are determined to be ineligible in accordance with this Administrative Order to the Appointing Authority.
- D. Specific instructions for completion of a Travel Expense Report for reimbursement consideration are provided below in subparagraphs 1 through 3 as follows:
  1. Mileage for Privately-Owned Vehicle
    - a. Allowable mileage:
      - 1) Only the mileage determined to be for official business is eligible for reimbursement. The rate of mileage reimbursement is tied to the annual Internal Revenue Service (IRS) mileage reimbursement rate. This rate is updated periodically by the IRS. The Finance Department will update the mileage reimburse rate on the "Travel Expense Report."
      - 2) When an authorized person is required to report to an initial

work location other than their official work location, mileage is allowed only in an amount equal to the difference between the distance from residence to initial work site and the distance from residence to the official work location. If the distance to initial work location is less than the official distance traveled to authorized persons' official work location, then no mileage is allowed.

- 3) Mileage for travel to a residence from the last work location other than the official work location is allowed only in an amount equal to the difference between the distance from the last work location to residence and the distance from official work location to residence. If the distance from the last work location is less than the distance ordinarily traveled, then no reimbursement for mileage is allowable.
  - 4) Those employees working on an emergency basis or special work assignment, as defined and approved by their Department or Office Director, shall be allowed mileage reimbursement when traveling from their residence to an assigned work or task location and when returning to their residence after completion of assignment.
- b. An entry shall be listed for each point of origin to point of destination. Travelers shall indicate the city of origin/destination.
  - c. The specific purpose of every entry shall be stated.
  - d. If reimbursement is claimed for meals or per diem, the time of departure and return shall be shown.
  - e. In-County Mileage – Any mileage traveled within the County shall be shown in the "Map Mileage Claimed" column.
  - f. Out-of-County Mileage – Any mileage traveled to an out-of-County destination shall be shown in the "Map Mileage Claimed" column.
  - g. Traveler and Appointing Authority or designee, in the absence of the Appointing Authority, must sign certification statement on all Travel Expense Reports. The authorizing signature cannot be a subordinate of the traveler. Travel Expense Reports must be typed or completed in blue or black ink and legible.
  - h. A copy of a MapQuest (or similar service) printout verifying the miles of travel requested for reimbursement must be submitted with the travel expense report form as supporting
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documentation. However, if there are locations frequently traveled, a mileage matrix may be developed to these locations and submitted to the Finance Department for approval. If the Finance Department approves the mileage matrix, a copy of matrix must be submitted with the travel expense report form as supporting documentation.

2. Incidental Expenses

- a. The following expenses shall be authorized for reimbursement when incurred while on travel status:
  - 1) Taxi and ferry fares
  - 2) Tolls
  - 3) Storage and parking fees
  - 4) Official communications
  - 5) Convention registration fees
  - 6) Fuel for County vehicle if County credit card is not used
  - 7) Private Cellular Telephone
- b. The amount and type of incidental expenses shall be listed on the report under the "Incidental Expenses" column.
- c. A substantiated paid receipt for each expense must accompany the report for reimbursement.

3. Class A and B Expenses

- a. The time of departure and time of return must be shown for all travel.
- b. If the travel is complimentary, the abbreviation "Comp" shall be inserted in the "Map Mileage Claimed" column.
- c. If a County vehicle is used for travel, "CV" shall be inserted in the "Map Mileage Claimed" column.
- d. If a common carrier is the mode of travel, the initial of the common carrier shall be inserted in the "Map Mileage Claimed" column. Receipts must accompany the report.
- e. If a private vehicle was used, the mileage must be shown on the report as specified for mileage for a privately owned automobile.
- f. If single occupancy lodging and meals, or per diem is claimed, the amounts claimed shall be itemized in the "Per Diem, Meals, Lodging" column. Itemized receipts for lodging (includes expenses paid in advance) must accompany each report for any Class A or B travel reimbursement.

**E. FRAUDULENT CLAIMS**

1. Any traveler requesting reimbursement for false or fraudulent travel expenses is subject to legal prosecution and/or discipline in accordance with the Brevard County Merit System rules and regulations.
2. All travelers requesting reimbursement shall certify that the statement of travel expenses are true and correct and incurred in the conduct of County business for a public purpose authorized by law.
3. Travel and/or reimbursement for the following are not authorized:
  - a. Any meals or lodging included in a convention registration fee;
  - b. Transportation or mileage when gratuitously transported or when transported by another traveler who is entitled to mileage or transportation;
  - c. Expenses incurred using an indirect route for convenience of the traveler;
  - d. Travel for the purpose of job placement activities;
  - e. Expenses for tips.
4. Travel Requests submitted after the fact will be submitted to the Board for approval.

**F. HOTEL ACCOMMODATIONS**

1. Hotel name and daily rate along with a copy of the confirmation will be submitted in advance on the Travel Request (Form BCC-8) for pre-approval by the appropriate Appointing Authority or designee, in the absence of the Appointing Authority.
2. Only hotel rates that are considered as reasonable for the locale will be approved.
3. Any meals included with lodging fee will not be paid. This does not include meals such as a continental breakfast.

**G. RENTAL CARS**

1. Rental car requests, including car size, will be submitted in advance on the Travel Request (Form BCC-8) for pre-approval by the appropriate Appointing Authority or designee, in the absence of the Appointing Authority.
2. Rental car size will be dependent on the number of travelers utilizing the vehicle.
  - a. One (1) to two (2) traveler(s) – compact car.
  - b. Three (3) to four (4) travelers – mid-size car.
  - c. Five (5) or more travelers – van.

**H. TRAVEL REWARDS PROGRAMS**

1. Frequent Flyer Miles (FFM) or hotel rewards received by employees in connection with official travel are due to the County and may not be retained by the employee. When traveling for County business and a travel rewards program is available, the employee shall sign up for the program to retain employee FFM and/or a company bonus program miles, or hotel credits to retain on behalf of the County.
2. The reward miles or credit shall be the property of the County both when the County directly pays for the travel or lodging and when the employee pays for the travel and lodging and is reimbursed by the County.

**VI. RESERVATION OF AUTHORITY**

The authority to issue and/or revise this Administrative Order is reserved for the County Manager.

 6/17/18  
Frank Abbate, County Manager      Date

**EXHIBIT D**  
**CONTRACT LIST, IF REQUIRED, FROM CONSULTANT**