



5/18/2021

Valkaria Airport
1 Pilots Place
Malabar, Florida 32950

BOARD OF COUNTY COMMISSIONERS

Inter-Office Memo

TO: Kristine Zonka, Chair

THROUGH: Frank Abbate, County Manager *FA*

THROUGH: John Denninghoff, Assistant County Manager *John Denninghoff*
John Denninghoff (Jun 1, 2022 10:58 EDT)

THROUGH: Steve Borowski, Airport Manager *Stephen Borowski*

FROM: Adam Hied, Valkaria Airport Operations Superintendent *AH*

DATE: May 25th, 2022

SUBJECT: Construction of Automated Weather Observation System – Aviation
Construction and Electrical, Contract *E.17.*

As stated in the attached memorandum dated May 19th, 2021. The Board of County Commissioners accepted A Public Transportation Grant Agreement related to the Design and construction of an Automated Weather Observation System on May 18th, 2021.

The project was advertised through an invitation to bid and the lowest bidder was Aviation Construction and Electrical. Attached for your review and approval for execution by the Board Chair and Clerk to the Board is the:

- Memorandum of the board action
- Contract review and approval form
- Section C – Owner Contractor Agreement

Thank you,

Adam Hied
Valkaria Airport Operations Superintendent

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) 264-6972
Kimberly.Powell@brevardclerk.us



May 19, 2021

MEMORANDUM

TO: Steve Borowski, Valkaria Airport Director

RE: Item F.17., Public Transportation Grant Agreement (PTGA), Automated Weather Observation System (AWOS) Installation at Valkaria Airport

The Board of County Commissioners, in regular session on May 18, 2021, approved and authorized the Chair to execute the Florida Department of Transportation PTGA for AWOS installation at Valkaria Airport; authorized all necessary Budget Change Requests associated with this PTGA; and authorized Purchasing Services to develop, advertise, and award a competitive solicitation for the construction upon completion of design documents. Enclosed is fully-executed Agreement.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

Kimberly Powell
Kimberly Powell, Clerk to the Board

/ns

Encl. (1)

cc: Budget
Finance
Purchasing

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Aviation Construction & Electrical		2. Amount: 294,910.00	
3. Fund/Account #: 0020/219600		4. Department Name: Valkaria Airport	
5. Contract Description: Automated Weather Observation System (AWOS) Replacement			
6. Contract Monitor: Adam Hied		8. Contract Type:	
7. Dept/Office Director: Stephen Borowski		CONSTRUCTION	
9. Type of Procurement: Invitation to Bid (ITB)			

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 type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input 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"/>	Adam Hied <small>Digitally signed by Adam Hied Date: 2022.03.09 14:49:51 -05'00'</small>
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Wyllie-Vill, Summer</i> <small>Digitally signed by Wyllie-Vill, Summer Date: 2022.04.06 18:41:45 -04'00'</small>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Watson, Michael <small>Digitally signed by Watson, Michael Date: 2022.04.05 09:46:44 -04'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Caron, Justin <small>Digitally signed by Caron, Justin Date: 2022.04.05 10:03:35 -04'00'</small>

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"/>

SECTION C

OWNER - CONTRACTOR AGREEMENT

THIS AGREEMENT, in three (3) copies, made this ___ day of April, 2022 by and between the BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS (herein referred to as the "Owner"), whose mailing address is and 2725 Judge Fran Jamieson Way, Viera, FL 32940 and Aviation Construction & Electrical, (herein referred to as the "Contractor"), whose mailing address 245 Cottonmill Ct., Fayetteville, GA 30215. All correspondence, submittals and notices relating to or required under this Contract shall be sent, in writing, to the Contractor's address above; unless either party is notified, in writing, of a change in address, and to the Valkaria Airport.

WITNESSETH:

WHEREAS, it is the intent of the Owner to obtain the services of the Contractor in connection with the construction of Automated Weather Observation System (AWOS) Replacement at Valkaria Airport, hereinafter referred to as the "Project" or the "Work"; and

WHEREAS, the Contractor desires to perform such construction on the project in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the following terms and conditions are hereby mutually agreed to, by and between the Owner and the Contractor:

Article 1 **DEFINITIONS**

All terms in this Agreement which are defined in the Advertisement for Bids, Information to Bidders, the General Provisions and Special Provisions shall have the meanings designated herein.

The terms and conditions of the bid documents and General Provisions of the Contract for Construction including any documents or exhibits referenced therein shall be incorporated herein as part of this agreement.

The Contract Documents are as defined in the General Provisions and set forth herein. Such documents form the Contract, and all are as fully a part hereof as if attached to this Agreement or repeated therein. The General Provisions are those General Provisions set forth in Bid #:B-2-22-08 attached hereto as Attachment 1.

Article 2 **STATEMENT OF THE WORK**

- 2.1 The Contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the Work, as required by the Contract Documents, and in Attachment 2, Design-Build Criteria Package, attached hereto and incorporated by reference.
- 2.2 The Contractor shall further provide and pay for all related facilities described in any of the Contract Documents, including all work expressly specified therein and such additional work as may be reasonably inferred therefrom, saving and excepting only such items of

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work as are specifically stated in the Contract Documents not to be the obligation of the Contractor. The totality of the obligations imposed upon the Contractor by this Article and by all other provisions of the Contract Documents, as well as the structures to be built and the labor to be performed, is herein referred to as the "Work".

Article 3

DESIGN CONSULTANT

- 3.1 The Design Consultant (as defined in the General Provisions) shall be AVCON, Inc. 955 Croton Road, Melbourne, FL 32935 provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its Design Consultant and so advising the Contractor in writing, at which time the person or organization so designated shall be the Design Consultant for purposes of this Contract.

Article 4

TIME OF COMMENCEMENT AND COMPLETION

- 4.1 The Contractor shall commence the Work promptly upon the date established in the Notice to Proceed. If there is no Notice to Proceed, the date of commencement of the Work shall be the date of this Agreement or such other date as may be established herein.
- 4.2 Time is of the essence. The Contractor shall achieve Completion, as defined in the General Provisions, within ninety (90) calendar days for the "Work," which in this contract refers to the Automated Weather Observation System (AWOS) Replacement from the date of Notice to Proceed. This time period shall be designated the Contract Time.
- 4.3 Should the Contractor fail to substantially complete the Work on or before the date stipulated as a Milestone date in Article 4.2 above, or for Substantial Completion (or such later date as may result from an extension of time granted by the Owner), the Contractor shall (upon staff's recommendation to and approval by the Board of County Commissioners) pay the Owner as liquidated damages the sum of \$500 for each consecutive calendar day that terms of the contract remain unfulfilled beyond the date allowed by the Contract, which sum is agreed upon as a reasonable and proper measure of damages which the owner will sustain per day by failure of the Contractor to complete within time as stipulated; it being recognized by the Owner and the Contractor that the injury to the Owner which could result from a failure of the Contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall cost for liquidated damages be construed as a penalty on the Contractor. The Owner may deduct any Liquidated Damages incurred under this paragraph from pending Payment Applications.
- 4.4 For each consecutive calendar day that the Work remains incomplete after the date established for Final Completion, the Owner shall (upon staff's recommendation to and approval by the Board of County Commissioners) retain from the compensation otherwise to be paid to the Contractor the sum of \$500. This amount is the minimum measure of damages the Owner will sustain as a failure of the Contractor to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified. This amount is in addition to the liquidated damages prescribed above and represents compensation for additional costs the Owner could incur or suffer caused by on-going construction while occupying the Project. Such costs could include, but are not limited to, additional inspections, additional security and safety measures, temporary facilities or structures, reduced employee efficiency, additional operating costs, employee overtime, split shift, insurance, etc.
- 4.5 The amount of liquidated damages set forth in Articles 4.3 and 4.4 hereinabove shall be

assessed cumulatively. The items of cost included in the assessment of liquidated damages are as defined in the General Provisions.

Article 5
CONTRACT SUM

- 5.1 Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Modification or as otherwise provided in the Contract Documents, the Owner shall pay to the Contractor, in current funds and at the time and in the installments hereinafter specified, for the actual quantities of all work satisfactorily completed and accepted at the unit prices bid or established by change order herein referred to as the "Contract Sum" for the **Automated Weather Observation System (AWOS) Replacement** in the amount of **\$294,910.00**.

Article 6
PROGRESS PAYMENTS

- 6.1 The Contractor hereby agrees that on or about the last day of every month during the performance of the Work the Contractor will deliver to the DESIGN CONSULTANT an Application for Payment of the work for the preceding thirty (30) days in accordance with the provisions of Article 9 of the General Provisions. This date may be changed upon mutual agreement, stated in writing, between the Owner and Contractor. Payment under this Contract shall be made as provided in the General Provisions and in accordance with Florida Statutes and County policy.

Article 7
OTHER REQUIREMENTS

- 7.1 The Contractor shall submit certified copies of the recorded Performance Bond and Payment Bond, as well as Certifications of Insurance as required by the Contract Documents *prior to commencing work on the jobsite*.
- 7.2 The Owner shall furnish to the Contractor, at the Contractor's request, any leftover/returned set(s) of drawings and specifications, at no extra cost, for use in the Construction of the Work. Additional sets of drawings or specifications shall be obtained by the Contractor at the Contractor's own expense.
- 7.3 The Contractor shall perform at least ten percent (10%) of the total Work with forces that are in the direct employment of the Contractor's organization.

This Agreement entered into as of the day and year first written above.

Article 8
EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

- 8.1 The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of the contract. Upon request, CONTRACTOR shall provide acceptable evidence of their enrollment at the time of the submission of the CONTRACTOR's bid. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.
- 8.2 CONTRACTOR shall expressly require any subcontractors performing work or providing

services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract.

- 8.3 CONTRACTOR agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors and to make such records available to the COUNTY consistent with the terms of CONTRACTOR's enrollment in the program. This includes maintaining a copy of proof of CONTRACTOR's and any subcontractors' enrollment in the E-Verify Program.
- 8.4 Compliance with the terms of this section is made an express condition of this Contract and the COUNTY may treat a failure to comply as a material breach of this Contract.
- 8.5 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.
- 8.6 Nothing in this section may be construed to allow intentional discrimination of any class protected by law.
- 8.7 COUNTY will not intentionally award a publicly-funded contract to any CONTRACTOR who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 United States Code (USC) 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 contract.

Article 9

FOREIGN DISCLOSURE

- 9.1 Contractors will complete the County's Foreign Disclosure Form, and make any required disclosure to the State of Florida.

ATTEST:


Rachel M. Sadoff, Clerk


**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: 
Kristine Zonka, Chair

5/18/2021

As approved by the Board on:

ATTEST:


Aviation Construction & Electrical,

By: 

Date: 7/28/2022






Automated Weather Observation System Contract

Final Audit Report

2022-06-13

Created:	2022-06-13
By:	Deanna Toro (deanna.toro@brevardfl.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAArEgQ1P3gf4G5IVJlah4FPE5cV7f9t5nM

"Automated Weather Observation System Contract" History

-  Document created by Deanna Toro (deanna.toro@brevardfl.gov)
2022-06-13 - 2:41:56 PM GMT - IP address: 205.172.172.132
-  Document emailed to John Denninghoff (john.denninghoff@brevardfl.gov) for signature
2022-06-13 - 2:42:50 PM GMT
-  Email viewed by John Denninghoff (john.denninghoff@brevardfl.gov)
2022-06-13 - 2:56:57 PM GMT - IP address: 184.90.202.226
-  Document e-signed by John Denninghoff (john.denninghoff@brevardfl.gov)
Signature Date: 2022-06-13 - 2:58:28 PM GMT - Time Source: server- IP address: 184.90.202.226
-  Agreement completed.
2022-06-13 - 2:58:28 PM GMT



Adobe Acrobat Sign