



AGENDA REPORT
August 6, 2019

Permission to Issue Annual Supply Bids, Proposals, and Requests for Qualifications (FY 2019/2020) and/or Negotiate Competitive Agreements

SUBJECT:

Permission to Issue Annual Supply Bids, Proposals, and Requests for Qualifications (FY 2019/2020) and/or Negotiate Competitive Agreements.

FISCAL IMPACT:

Minimizing administrative costs by reducing and consolidating Board actions for competitive annual procurement of commodities and services insures efficient use of available funds and the timely provision of commodities and services. Establishment of costs associated with these commodities and services is allocated to individual agencies' funding sources. Funds will be encumbered through user initiated blanket purchase orders.

DEPT/OFFICE:

Central Services

REQUESTED ACTION:

It is requested the Board grant Purchasing Services approval to perform the following actions regarding the attached list of commodities and services for fiscal year 2019/2020.

1. Solicit competitive bids, quotes, and/or negotiate competitive agreements and award to lowest, responsive, responsible and most qualified supplier.
2. Solicit competitive proposals and requests for qualifications, establish selection and negotiation committees approved by the County Manager (or designee); and award contracts and/or open purchase orders with the highest ranked proposer.
3. Exercise renewal options upon evaluation of supplier performance, and recommendation from user departments/offices. This establishes that continuance of the contract is favorable prior to renewal of the agreement.
4. Authorize the Commission Chair to execute contracts and renewals over \$100,000.00 in total aggregate value, subject to prior approval by the County Attorney's Office and Risk Management.

SUMMARY EXPLANATION and BACKGROUND:

The use of term agreements is one of the methods utilized by the Purchasing Services Office to implement strategic sourcing and to take advantage of economies of sale. Purchasing Services estimates the annual needs of the County for items or groups of items where there is an opportunity to achieve savings by using a formal competitive

process (formal bids, quotes, proposals and requests for qualifications). Annual competitions establish a source, a firm price, and a performance period on high-volume, repetitive materials, and continuing services.

Approval of this action will eliminate repetitive Board action to grant permission to purchase routinely used items and services. Also to expedite the award process, the Assistant County Managers currently have Board authorization to solicit, award, and execute contracts up to \$50,000.00 and the County Manager up to \$100,000.00. Award recommendations will be made by a selection committee consisting of user agency representatives approved by the County Manager (or designee), for evaluation of proposals; and Purchasing Services and user agency staff members for determining responsive and responsible bids.

The competitive procurement method (competitive bid versus competitive proposal) will be determined by the individual service or commodity requirement.

Acquisition of services for recurring continuing professional service consultant contracts will be solicited in accordance with Policy BCC-27 and Florida Statute 287.055, "Consultants' Competitive Negotiation Act". Florida Statute 287.055 allows the County to enter into continuing contracts for professional services for projects in which the estimated construction cost of each individual project under the contract does not exceed \$2 Million , if the professional service under the contract does not exceed \$200,000.00. Firms providing professional services under continuing contracts shall not be required to bid against one another.

Annual negotiated competitive agreements and discounts establish a firm source period, and price on high volume materials and services, significantly reducing the number of repetitive, expensive daily purchase transactions through the utilization of open purchase orders or purchase card.

The evaluation of renewal options utilizes factors such as market data, level of competition available, inflation, and vendor performance. The using agencies and the Purchasing Manager (or designee) will document recommendations of exercising renewal options in the official bid or proposal file.

Formal contracts and renewals will be in accordance with AO-29, Contract and Grant Administration.

ATTACHMENTS:

Description

- **FY 2019/2020 Annual Bids, Quotes, and Proposals Listing**



BOARD OF COUNTY COMMISSIONERS

Medical Examiner Office
1750 Cedar Street
Rockledge FL 32955

TO: BRYAN ANDREW LOBER, Chair, Board of County Commissioners

THRU: Frank Abbate, County Manager 

THRU: Matthew Wallace, Director, Public Safety Group **Wallace, Matthew**

FROM: Craig Engelson, Manager, Medical Examiner Office 

DATE: November 3, 2020

SUBJECT: Deceased Transport Contract Renewal

Digitally signed by Wallace,
Matthew
Date: 2020.11.04 14:48:09 -05'00'

On January 11, 2018, Casket Gallery of Florida, Inc, was awarded a one-year contract for removal and transportation of deceased persons to the Brevard County Medical Examiner Office. The original contract was awarded for a one-year term with five one-year renewals. The second one-year renewal is set to expire on January 7, 2021 and the Medical Examiner Office intends to renew for a third one-year term.

It is requested that you execute both copies of the enclosed contract renewal for Removal and Transportation of Deceased Bodies.

Should you have any questions or concerns, please contact the Medical Examiner Office at (321) 633-1981.

Thank you.

Enclosures:

1. Contract Renewal Form
2. Signed AO-29 Initial Contract Form
3. Notice of Award, dates December 18, 2017
4. Second Amendment to Agreement Dated January 7, 2020
5. Memorandum of Board Approval dated August 7, 2019

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Casket Gallery		2. Amount: \$167,000	
3. Fund/Account #: 0001/202080		4. Department Name: Public Safety Group	
5. Contract Description: Deceased Removal and Transport			
6. Contract Monitor: Julie McLeod		8. Contract Type:	
7. Dept/Office Director: Matthew Wallace		SERVICES	
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"/>	Wallace, Matthew <small>Digitally signed by Wallace, Matthew Date: 2020.11.04 14:46:10 -05'00'</small>
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Darling, Steven <small>Digitally signed by Darling, Steven Date: 2020.11.03 12:11:54 -05'00'</small>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt <small>Digitally signed by Lairsey, Matt Date: 2020.11.02 16:16:26 -05'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Powers, Melissa <small>Digitally signed by Powers, Melissa Date: 2020.10.30 16:03:44 -04'00'</small>

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

<u>CM DATABASE REQUIRED FIELDS</u>	<u>Complete</u> ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and 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"/>



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

August 7, 2019

M E M O R A N D U M

TO: Leslie Rothering, Interim Central Services Director

RE: Item F.8., Permission to Issue Annual Supply Bids, Proposals, and Requests for Qualifications (FY 2019/2020) and/or Negotiate Competitive Agreements

The Board of County Commissioners, in regular session on August 6, 2019, granted approval to perform the following actions regarding the attached list of commodities and services for fiscal year 2019/2020: 1.) Solicit competitive bids, quotes, and/or negotiate competitive agreements and award to lowest, responsive, responsible and most qualified supplier; 2.) solicit competitive proposals and requests for qualifications, establish selection and negotiation committees approved by the County Manager (or designee); and award contracts and/or open purchase orders with the highest ranked proposer; 3.) exercise renewal options upon evaluation of supplier performance, and recommendation from user departments/offices; this establishes that continuance of the contract is favorable prior to renewal of the agreement; and 4.) authorize the Chair to execute contracts and renewals over \$100,000 in total aggregate value, subject to prior approval by the County Attorney's Office and Risk Management.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/cmw

cc: Budget
Finance



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

NOTICE OF AWARD

DATE: December 18, 2017

BID#/TITLE: B2-18-06 / Deceased Removal & Transport

PROCUREMENT ANALYST: K. Phillips, PA II

<u>VENDOR</u>	<u>VENDOR CITY AND STATE</u>	<u>MEETS MINIMUM REQUIREMENTS</u>	<u>ITEMS AWARDED</u>	<u>ESTIMATED AWARD AMOUNT</u>
Casket Gallery of Florida, Inc. dba B&B Enterprise	Oviedo, FL	Yes	All	\$166,335.00

BOARD AWARD--AGENDA ATTACHED

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


 Leslie Rothering, Purchasing Manager

- Award to overall lowest, most responsive bidder, minimum three responses received.
- Award to other than low, with low bid being non-responsive: (copy to Manager)

REASON FOR NON-RESPONSIVENESS:

- Award to low bid, less than three responses received:
REASON FOR LESS THAN THREE RESPONSES: 47 suppliers solicited through OnVia DemandStar, resulting in 18 planholders. Limited responses due to specialized scope and restricted vendor pool.

AWARDED BY A COMMITTEE CONSISTING OF: C. Engelson, Investigator-Medical Examiner's Office (MEO); J. Mcleod, Administrative Secretary-MEO; J. McLester, Supervisor-Procurement Services; K. Phillips, Procurement Analyst II.

FOR PURCHASING USE ONLY:

ONE TIME PURCHASE

ANNUAL BID:

EFFECTIVE DATE: 01/11/2018 ENDING DATE: 01/10/2019

RENEWAL OPTION One year with five (5) additional one (1) year optional extensions.

- 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.
- OTHER: Current Copy of W-9



ANNUAL BID/QUOTE/PROPOSAL LIST

FY 2019/2020

- Over \$100,000 Annually -

COMMODITY/SERVICE	CONTRACT YEAR & RENEWAL OPTION	ESTIMATED ANNUAL EXPENDITURES (>\$100K)
Aggregate (57 Stone & Pea Gravel)	Up to 5 years	\$200,000.00
Agricultural & Aquatic Chemicals	Up to 5 years	\$270,000.00
Asphaltic Concrete	Up to 5 years	\$4,300,000.00
Automotive Parts	Up to 5 years	\$100,000.00
Brevard County Government 2019/2020 Health Plan	5 years	Dependent on plan participants
Bunker Gear for Brevard County Fire Rescue	5 yr. & 5 (1 yr.) renewals	\$300,000.00
Cab & Chassis Trucks and Other Fleet Equipment	Up to 5 years	\$1,000,000.00
Cold in Place Recycling	Up to 5 years	\$100,000.00
Computer Equipment, Peripherals & Services	Up to 5 years	\$100,000.00
Concrete Pipe	Up to 5 years	\$300,000.00
Concrete Sidewalk, Curb, and Gutter Construction	Up to 5 years	\$340,000.00
Consultant Professional Engineering Services, A&E, Roofing Services - All departments	Up to 5 years	Varies per CIP Project and Tasking
Continuing Roofing Contracting Services	Up to 5 years	Varies per CIP Project and Tasking
Contracted Seasonal Recreation Worker Services for P&R	Up to 5 years	\$640,000.00
Copy Machine Rental	5 yr. & 1 (1 yr.) renewal	\$500,000.00
County Dental Insurance	3 yr. & 1 (1 yr.) renewal	
County Group Vision Plan	3 yr. & 2 (1 yr.) renewals	
Debt Collection Services	3 Years	
Deceased Removal and Transport	Up to 5 years	\$140,000.00
Disaster Debris Removal and Recovery Management Services	5 yr. & no renewals	
Disaster Debris Removal Services	5 yr. & no renewals	
Electrical Contractor Services - Hourly	Up to 5 years	\$265,000.00
Electronics Waste Recycling Services	Up to 5 years	\$175,000.00
Emergency Generator Repair & Maintenance	Up to 5 years	\$100,000.00
EMS Billing Services	Up to 5 years	\$630,000.00
Fencing (Brevard County Cooperative Bid)	Up to 5 years	\$210,000.00
Fertilizers	5 yr. & 5 (1 yr.) renewals	\$100,000.00
Fire Rescue Equipment	Up to 5 years	\$150,000.00
Floor Cleaning - Countywide	Up to 5 years	\$167,000.00
Full Depth Reclamation	Up to 5 years	\$100,000.00
Gasoline, Diesel, Fuel Oils (Brevard County Cooperative Bid)	Up to 5 years	\$3,500,000.00
Grassing Services (Brevard County Cooperative Bid)	Up to 5 years	\$380,000.00
HVAC & Ice Machine Services	Up to 5 years	\$200,000.00
HVAC for Maintenance	Up to 5 years	\$1,200,000.00
Inlets, Manholes, & Grates	Up to 5 years	\$485,000.00
Janitorial Services - County Wide	Up to 5 years	\$465,000.00
Janitorial Supplies	Up to 5 years	\$185,000.00
Laboratory Testing & Related Professional Services	Up to 5 years	\$200,000.00
Landfill Stormwater Collection & Gas System Repairs & Installation	Up to 5 years	\$100,000.00
Landscape Design & Detailing Maintenance Svs (Complete) - Facilities	Up to 5 years	\$150,000.00
Lawn Maintenance - Parks & Rec	Up to 5 years	\$249,000.00
Lawn Maintenance (Full Detail) - Merritt Island, District 2	Up to 5 years	\$185,000.00
Lawn Services - Full (Public Works): Mow, Irrigation, Pesticide	Up to 5 years	\$150,000.00
Lime Rock for Solid Waste and Public Works	Up to 5 years	\$100,000.00
Marketing Services for SCAT	Up to 5 years	\$400,000.00
Medical Supplies (EMS) - (Brevard County Cooperative Bid)	Up to 5 years	\$1,900,000.00
Mix-In-Place Soil Cement	Up to 5 years	\$250,000.00
Mulching & Disposal Services for Yard Trash & Vegetative Waste (On Site)	Up to 5 years	\$1,250,000.00
Mulching & Yard Trash/Vegetative Disposal Services (Off Site)	Up to 5 years	\$1,500,000.00
Office Supplies	Up to 5 years	\$200,000.00
Personal Protection Equipment (PPE)	Up to 5 years	\$100,000.00
Petroleum Products - Lube Oil	Up to 5 years	\$100,000.00
Physical Examinations - Fire Rescue	Up to 5 years	\$225,000.00
Pipe, Cured-In-Place Pipe (CIPP)	Up to 5 years	\$3,000,000.00
Plans Examiner Services	Up to 5 years	\$300,000.00
Plumbing Services	Up to 5 years	\$100,000.00
Plumbing Supplies Catalog Discount	Up to 5 years	\$100,000.00
Polymer, Sludge Dewatering	Up to 5 years	\$150,000.00
Postal & Courier Services - Libraries	Up to 5 years	\$200,000.00
Pumpout Services for Cleaning Baffle Box & Sediment Collection Devices Countywide	Up to 5 years	\$180,000.00
Radio System (800 MHZ) Maintenance Contract	Up to 5 years	\$500,000.00
Removal & Disposal of Dewatered Biosolids	Up to 5 years	\$230,000.00
Removal & Final Disposal of Mulch & Wood Waste	Up to 5 years	\$350,000.00
Retention Pond Mowing (Countywide): Natural Resources & Public Works	Up to 5 years	\$140,000.00
Road Construction Materials	Up to 5 years	\$4,000,000.00

ANNUAL BID/QUOTE/PROPOSAL LIST
FY 2019/2020
- Over \$100,000 Annually -

COMMODITY/SERVICE	CONTRACT YEAR & RENEWAL OPTION	ESTIMATED ANNUAL EXPENDITURES (>\$100K)
Road Striping - Paint & Reflective Pavement Marking	Up to 5 years	\$150,000.00
Road Striping - Thermoplastic & Reflective Pavement Marking	Up to 5 years	\$1,400,000.00
SAP Support Services	Up to 5 years	\$150,000.00
SCAT Vehicle Fleet Maintenance & Repair Management Services	Up to 5 years	\$4,350,000.00
Security Services - Brevard Government Complexes	Up to 5 years	\$250,000.00
Security Services Unarmed - Multidepartmental	Up to 5 years	\$500,000.00
Select Common Fill - Same Road Landfill	Up to 5 years	\$100,000.00
Select Common Fill - for Landfills (CDF Only)	Up to 5 years	\$983,000.00
Septic Tank, Grease Trap, Lift Station & Sewage Hauling Services	Up to 5 years	\$140,000.00
Sodium Hypochlorite Supply Services	Up to 5 years	\$250,000.00
Soil Cement Pub Mill Mix	Up to 5 years	\$180,000.00
Soil Cement with Oil Injection	Up to 5 years	\$100,000.00
Street Sweeping and Inlet Basket Cleaning	Up to 5 years	\$100,000.00
Structured Cabling System - Small Projects/Limited Drop	Up to 5 years	\$100,000.00
Submersible Pump and Motor Repair Services	Up to 5 years	\$160,000.00
TDC - Website Development & Maintenance Services	Up to 5 years	\$200,000.00
Temporary Employment Services	Up to 5 years	\$250,000.00
Temporary Traffic Control Devices	Up to 5 years	\$100,000.00
Tire Shredding & Disposal Services	Up to 5 years	\$335,000.00
Traffic Sign Materials	Up to 5 years	\$100,000.00
Traffic Signal Construction, Rehab, Maintenance & Emergency Repairs	Up to 5 years	\$250,000.00
Transportation of Dead Bodies	Up to 6 years	\$167,000.00
Travel Media Relations (For TDO)	Up to 5 years	\$200,000.00
Tree Trimming and Removal Services	Up to 5 years	\$150,000.00
Trucking Services	Up to 5 years	\$110,000.00
Uniform Apparel: Fire Rescue	Up to 5 years	\$100,000.00
Water & Wastewater Treatment Chemicals - Sodium Hypochlorite (Brevard County Cooperative Bid)	Up to 5 years	\$100,000.00
Welding/Medical Gases & Supplies	Up to 5 years	\$100,000.00

AGREEMENT TO RENEW EXISTING CONTRACT
(Third Renewal)

This Contract made and entered into this 7th day of January 2021 by and between Casket Gallery dba B&B Enterprises, hereinafter referred to as "Contractor," and the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida.

WITNESSETH:

WHEREAS, the parties hereto have previously entered into a Contract dated January 11, 2018 and second renewal dated January 7, 2020 for deceased transport services requested by the 18th District Medical Examiner's Office;

WHEREAS, the Contract dated January 11, 2018 provided that the parties could renew the Contract for one year terms for no more than 5 additional one year terms;

WHEREAS, the parties hereto desire to renew the term of said Contract for the second renewal of a one year period of time, under the same terms and conditions.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree, as follows:

1. That the previous Contract between the parties under the Contract is hereby renewed under the same terms and conditions otherwise expressed therein.
2. That all terms and conditions of the previous Contract, which is incorporated herein by this reference, not inconsistent with the provisions of this Contract, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.

ATTEST:

By



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

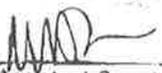
By



Bryan Andrew Lober, Chair

Reviewed for legal form and content:

By



Assistant County Attorney

CONTRACTOR:

By



AGREEMENT TO RENEW EXISTING CONTRACT
(Second Renewal)

This Contract made and entered into this 7 day of January, 2020 by and between Casket Gallery dba B&B Enterprises, hereinafter referred to as "Contractor," and the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida.

WITNESSETH:

WHEREAS, the parties hereto have previously entered into a Contract dated January 11, 2018 and first renewal and amendment dated December 12, 2018 for deceased transport services requested by the 18th District Medical Examiner's Office;

WHEREAS, the Contract dated January 11, 2018 provided that the parties could renew the Contract for one year terms for no more than 5 additional one year terms;

WHEREAS, the parties hereto desire to renew the term of said Contract for the second renewal of a one year period of time, under the same terms and conditions.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree, as follows:

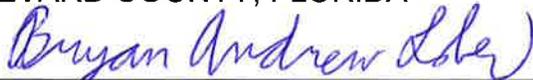
1. That the previous Contract between the parties under the Contract is hereby renewed under the same terms and conditions otherwise expressed therein.
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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.

ATTEST:

By 
Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

By 
Bryan Lober, Chair
Approved by Board 1/7/2020

Reviewed for legal form and content:

By 
Assistant County Attorney

CONTRACTOR:

By 

ANNUAL BID/QUOTE/PROPOSAL LIST

FY 2019/2020

- Over \$100,000 Annually -

COMMODITY/SERVICE	CONTRACT YEAR & RENEWAL OPTION	ESTIMATED ANNUAL EXPENDITURES (>\$100K)
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Fencing (Brevard County Cooperative Bid)	Up to 5 years	\$210,000.00
Fertilizers	5 yr. & 5 (1 yr.) renewals	\$100,000.00
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Floor Cleaning - Countywide	Up to 5 years	\$167,000.00
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Office Supplies	Up to 5 years	\$200,000.00
Personal Protection Equipment (PPE)	Up to 5 years	\$100,000.00
Petroleum Products - Lube Oil	Up to 5 years	\$100,000.00
Physical Examinations - Fire Rescue	Up to 5 years	\$225,000.00
Pipe, Cured-In-Place Pipe (CIPP)	Up to 5 years	\$3,000,000.00
Plans Examiner Services	Up to 5 years	\$300,000.00
Plumbing Services	Up to 6 years	\$100,000.00
Plumbing Supplies Catalog Discount	Up to 5 years	\$100,000.00
Polymer, Sludge Dewatering	Up to 5 years	\$150,000.00
Postal & Courier Services - Libraries	Up to 5 years	\$200,000.00
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Road Construction Materials	Up to 5 years	\$4,000,000.00

**ANNUAL BID/QUOTE/PROPOSAL LIST
FY 2019/2020**

- Over \$100,000 Annually -

COMMODITY/SERVICE	CONTRACT YEAR & RENEWAL OPTION	ESTIMATED ANNUAL EXPENDITURES (>\$100K)
Road Striping - Paint & Reflective Pavement Marking	Up to 5 years	\$150,000.00
Road Striping - Thermoplastic & Reflective Pavement Marking	Up to 5 years	\$1,400,000.00
SAP Support Services	Up to 5 years	\$150,000.00
SCAT Vehicle Fleet Maintenance & Repair Management Services	Up to 5 years	\$4,350,000.00
Security Services - Brevard Government Complexes	Up to 5 years	\$250,000.00
Security Services Unarmed - Multidepartmental	Up to 5 years	\$500,000.00
Select Common Fill - Same Road Landfill	Up to 5 years	\$100,000.00
Select Common Fill - for Landfills (CDF Only)	Up to 5 years	\$983,000.00
Septic Tank, Grease Trap, Lift Station & Sewage Hauling Services	Up to 5 years	\$140,000.00
Sodium Hypochlorite Supply Services	Up to 5 years	\$250,000.00
Soil Cement Pub Mill Mix	Up to 5 years	\$180,000.00
Soil Cement with Oil Injection	Up to 5 years	\$100,000.00
Street Sweeping and Inlet Basket Cleaning	Up to 5 years	\$100,000.00
Structured Cabling System - Small Projects/Limited Drop	Up to 5 years	\$100,000.00
Submersible Pump and Motor Repair Services	Up to 5 years	\$160,000.00
TDC - Website Development & Maintenance Services	Up to 5 years	\$200,000.00
Temporary Employment Services	Up to 5 years	\$250,000.00
Temporary Traffic Control Devices	Up to 5 years	\$100,000.00
Tire Shredding & Disposal Services	Up to 5 years	\$335,000.00
Traffic Sign Materials	Up to 5 years	\$100,000.00
Traffic Signal Construction, Rehab, Maintenance & Emergency Repairs	Up to 5 years	\$250,000.00
Transportation of Dead Bodies	Up to 6 years	\$167,000.00
Travel Media Relations (For TDO)	Up to 5 years	\$200,000.00
Tree Trimming and Removal Services	Up to 5 years	\$150,000.00
Trucking Services	Up to 5 years	\$110,000.00
Uniform Apparel: Fire Rescue	Up to 5 years	\$100,000.00
Water & Wastewater Treatment Chemicals - Sodium Hypochlorite (Brevard County Cooperative Bid)	Up to 5 years	\$100,000.00
Welding/Medical Gases & Supplies	Up to 5 years	\$100,000.00

CONTRACT

THIS CONTRACT is made between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter referred to as "County"), and HIGH SOURCES, INC., whose address is 1502 Hobbs Street, Suite 105, Tampa, Florida 33619 (hereinafter referred to as "Contractor").

WHEREAS, the **County** owns and/or leases a variety of facilities throughout the County; and

WHEREAS, the **County** has accepted **Contractor's** bid to provide custodial services to such facilities; and

WHEREAS, the provision of such services shall benefit the **County** 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. **TERM:** The term of the Contract shall begin April 18, 2020 and continue through April 17, 2021. This Contract shall have a four (4) one-year renewal options if agreeable to all parties.
2. **SCOPE OF WORK:** This is a non-exclusive Contract for the provision of janitorial services. The work to be performed by the **Contractor** under the terms of this Contract includes the furnishing of all labor, supervision, transportation, tolls, equipment, materials and supplies necessary for accomplishment of janitorial services provided for herein. A description of the work and locations for performance are attached hereto and incorporated by this reference in **Attachments "A" Specifications and General Conditions of the Contract**.
3. **COMPENSATION:** Payment shall be made to the Contractor based on the pricing sheets in **Attachment "B"**. The County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.

Price adjustments may be requested annually by the last announced increase in the CPI Index for all Urban Consumers, Wage and Clerical Workers, Southeast Region. Upon renewal by the **County**, the **Contractor** shall submit a statement requesting any increase in prices one month prior to the increase taking effect, which shall fall on the anniversary date of the start of this Contract.

4. **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 with a public entity for the construction or repair of 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 Category Two for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

5. **INSURANCE:** The **Contractor** providing services under this Contract 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 & Employers Liability Insurance - covering all employees of the vendor and subcontractors, as required by law.

Employee Dishonesty Insurance: Coverage listing Brevard County as an additional insured to protect and insure against losses of valuable papers, money, and securities carried by employees of the Contractor, with limit not less than \$1,000,000.

The **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 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**.

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 Contract, 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 any of them may be liable, regardless of whether or not it is caused by in part 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 Contractor, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been given.

7. **MODIFICATIONS TO CONTRACT:** This Contract, together with any exhibits, task assignments and schedules constitutes the entire contract between the County and the Contractor and supersedes all prior written or oral understandings. This Contract 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. **ATTORNEY'S FEES:** 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.
9. **GOVERNING LAW:** This Contract shall be governed, interpreted and construed according to the ordinances and laws of Brevard County and the State of Florida.
10. **VENUE:** 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 and any trial shall be non-jury.
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. **ASSIGNMENTS:** **Contractor** shall not assign any portion of this Contract without the written permission of the County.
13. **TERMINATION:** The County may terminate this Contract for convenience at any time by giving written notice to the Contractor of such termination, specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. If the Contractor fails to perform the scope of work as set forth in Exhibit A, the County will provide Contractor a notice of same, and if the service is not provided, deduction will be made from payment due the Contractor as described in payments, paragraph 4, and the County will have the option to terminate the Contract with seven days (7) written notice to the Contractor. The County is only responsible for payment for work completed prior to the effective date of termination.
14. **INDEPENDENT CONTRACTOR:** The **Contractor** shall perform the services under this Contract as an independent **Contractor** and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract 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**.
15. **PUBLIC RECORDS LAW AND AUDIT REQUIREMENTS:** In the performance of this Contract, the Contractor shall keep books, records and accounts of all activities related to

the Contract 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). 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 Contract. 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 five (5) years from the date of final payment under this Contract unless a shorter period is otherwise authorized in writing.

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 contract are public records and Contractor agrees to comply with any request for such public records or documents made in accordance with section 119.07 Florida Statutes.

Records, documents, books and accounts ordinarily and necessarily required for the performance of this Contract shall be kept, maintained and open to inspection by the Owner, Owner's representative, and members of the public during regular business hours. 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 Contract. 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 five (5) years from the date of final payment under this Contract unless a shorter period is otherwise authorized in writing.

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 Florida Statute Chapter 119 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 Contract 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 Section, shall result in the County taking enforcement action against the Contractor, including as damages, 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(s) time expended 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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE FACILITIES DIVISION, MARY BOWERS AT (321) 633-2050, mary.bowers@brevardfl.gov, 2725 Judge Fran Jamieson Way, Suite A207, Viera, Fl 32940.

16. **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 Contract.
17. **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.
18. **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 contract without written consent from the County.
19. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted contractor 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 Contractor list.
20. **CONSTRUCTION OF CONTRACT:** The parties hereby acknowledge that they fully reviewed this Contract, its attachments and had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.
21. **NOTICE:** Notice under this Contract shall be given by certified mail or hand delivery as follows:

Brevard County Public Works Department
Attn: Mary Bowers, Facilities Support Services Manager
2725 Judge Fran Jamieson Way, Building A-207
Viera, Florida 32940

and Notice shall be given to the Contractor by certified mail or hand delivery as follows:

High Sources, Inc.
Attn: Joel Paretas
1502 Hobbs Street, Suite 105
Tampa, Florida 33619

22. **WAIVER:** The waiver of the County of any of the Contractor's obligations or duties under this Contract shall not constitute a waiver of any other obligation or duty of the Contractor under this Contract, nor shall a waiver of any such obligation or duty constitute a continuing waiver of that obligation or duty.

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

a. The Contractor:

(1) 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 this Contract; and

(2) 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; and

(3) agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program.

b. 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.

c. 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.

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

24. **SCRUTINIZED COMPANIES**

- a. The Contractor 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 Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor 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.
- b. If this Contract is for more than one million dollars, the Contractor 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 Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, 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.
- c. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.
- d. As provided in Section 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

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

ATTEST:


 Scott Ellis, Clerk

**BOARD OF COUNTY COMMISSIONERS
 BREVARD COUNTY, FLORIDA**


 Bryan Lober, Chair

As approved by the Board: 8/6/2019

HIGH SOURCES, INC.


 By: MAXIME CHANLATTE PRESIDENT
 Printed Name & Title

1. **CONTRACT ADMINISTRATOR:** The term "**Contract Administrator**", as used herein, shall mean the Facilities Support Services Manager, or authorized representative.
2. **INTERFERENCE WITH BUSINESS:**
 - a. The **Contract Administrator**, under whose direction the work will be performed, shall be consulted as to the manner of starting the work so as to cause a minimum of interference.
 - b. The work shall be carried on in such a manner that there will be no interruption to or interference with the proper execution of County business.
 - c. All persons employed by the Contractor shall, while on the premises, comply with all building regulations including no smoking in County buildings.
3. **SCOPE OF WORK:** The work includes furnishing all labor, supervision, transportation, tools, equipment, materials, and supplies necessary for accomplishment of janitorial services in accordance with these specifications, ISSA 540 Cleaning Contract Specification or similar standards. The services shall include all functions normally considered part of workmanlike, satisfactory janitorial work. Work is to include: Routine Daily Cleaning, Weekly Cleaning, Periodic Project Cleaning and Biohazard Clean-up.

This Bid excludes cleaning of the **Complex Café restaurants** located at the Brevard County Government Center-Viera and Harry T. & Harriette V. Moore Justice Center. Contractor will be responsible for sweeping and mopping of lobby floors at the Harry T. & Harriette V. Moore Justice Center (as tables & chairs are located in the lobby area). Cleaning of tables & chairs is the responsibility of the Complex Café vendor.

DAILY CLEANING:

- a. **PUBLIC RESTROOMS, PRIVATE RESTROOMS, SHOWERS, LOCKER ROOMS AND HOLDING CELLS**

All Public Restrooms Under This Contract Will Be Cleaned BEFORE 8:00 a.m. daily.

1. Floors shall be swept/vacuumed and damp mopped/scrubbed with approved germicidal detergent.
2. Water closets, seats, urinals, handrails and partition doors and door handles shall be washed and disinfected inside and outside. Contractor shall not leave wet cleaning solution on seats that will streak after drying. Seats shall be cleaned on both sides and left in a raised position.
3. Proper wet floor/closed signage will be used at all times to prevent injury to workers, employees and the public.
4. It is required that a sufficient amount of water (**not less than 1 gallon**) be **poured into floor drains daily** to prevent odors from developing.
5. All washbasins and chrome fixtures shall be thoroughly cleaned and disinfected.

6. All mirrors, shelving, dispensers, and piping shall be damp wiped and polished dry.
7. Main entrance doors to restrooms, door jambs and door hardware, window frames and sills shall be spot cleaned.
8. Waste receptacles shall be emptied and damp wiped inside and out, and new liners installed.
9. Paper towels, hand soap, and toilet paper dispensers shall be filled, as needed.
10. All dispensers including paper towel, toilet paper, and soap shall be filled with an adequate supply so that the dispenser will not become empty prior to the next service day. Any paper towel rolls with less than 2" of paper product will be replaced at time of service. Toilet paper dispensers will have minimum of 2 rolls of paper in each large roll dispenser. Single small roll dispensers will have a full roll along with a spare at each location. Partial/leftover rolls of toilet paper may be left on top of dispensers once dispenser has been filled.
11. Broken dispensers or fixtures should be immediately reported to the **Contract Administrator**.
12. Sanitary napkins receptacles shall be emptied, cleaned and disinfected, properly dried, and provided with a new liner **daily**.

b. **OFFICE CLEANING:** Office areas, file rooms, libraries, conference rooms, and the corridor space adjacent to these areas shall receive the following cleaning **daily**.

1. Trash points in break areas, or areas otherwise designated for daily disposal, shall be emptied, damp wiped inside and out as needed, and appropriate **Contractor**-supplied size liners inserted. Liners shall be replaced when soiled. Floor plans showing all trash points are included in this Bid as **Attachment E. (Fridays trash pick up will not be started before 2:00pm).**

County employees are responsible for emptying their individual wastebaskets to the designated trash points and replacing liners. The **Contractor** shall stock a sufficient number of bags to provide one (1) clean bag per wastebasket, per week, based on the approximate number of employees in each Department. These liners will be supplied by the **Contractor's** staff as requested by employees.

Department	Approximate # of Occupants *
Animal Services & Enforcement	19
Brevard Co. Sheriff's Department	582
Brevard Co. Property Appraiser	131

Brevard Co. Tax Collector	125
Budget	9
Brevard Cultural Alliance	4
Central Services	8
Clerk of Court	414
County Attorney	12
County Manager	8
Health Department	69
Economic & Financial Programs	1
Facilities	15
Finance	50
Fire Rescue	49
Courts & Court Administration	102
Housing & Human Services	28
Human Resources	30
Information Technology	34
Natural Resources	40
Parks & Recreation	37
Planning & Development	79
Public Defender	76

Public Works	44
Space Coast Government TV	5
Solid Waste	21
State Attorney	178
Supervisor of Elections	27
Transportation	7
Utility Services	24

****The figures provided above are approximate numbers.***

2. Wastepaper and trash shall be removed to main disposal area designated by the **Contract Administrator**. Main disposal area refers to dumpsters which are located outside of the buildings. All collected trash from designated trash points will be deposited in leak proof carts during daily pick-up. No staging of trash will be allowed on any interior flooring or around exterior of buildings. Leak-proof carts shall be cleaned & deodorized as needed.
- c. **COURT ROOMS:** Court Rooms shall be vacuumed **daily**. Horizontal surfaces of **all** furniture within approximately 84" of the floor shall be dusted, and waste baskets emptied as required to maintain a neat appearance.
- d. **ENTRANCES, LOBBIES, CUSTOMER SERVICE AREAS, CORRIDORS AND MEETING ROOMS; BCGC-N BREVARD ROOM & THREE (3) MEETING ROOMS AT BCGC-VIERA:**
All LOBBIES & CUSTOMER SERVICE AREAS Under This Contract Will Be Cleaned BEFORE 8:00 a.m. daily to include the following:
 1. Main lobbies, entrances, and main corridors shall be maintained in such a manner as to give a superior appearance. Walk-off mats will either be swept or vacuumed. Carpet stains shall be spot cleaned by hot water extraction. Floors shall be dust mopped, damp mopped and spray buffed; carpet vacuumed.
 2. **MEETING ROOMS:** All trash cans will be emptied and a general inspection of rooms will be conducted, and cleaned if necessary.
 3. Directory board glass and main entrance entry glass will be cleaned as needed.
 4. Furnishings in lobby areas (ie: benches, pews, tables, etc.) shall be dusted, as needed.

5. Trash receptacles, ashtrays, and cigarette urns at all exterior entrances (used by the public and employees) will be emptied and cleaned as needed.
6. All exterior and interior entrance door handles and handrails shall be damp wiped with disinfectant and polished with a dry cloth.
7. Elevators shall be cleaned, including floors, doors, crevices and walls.
8. Floors shall be swept and mopped; carpet vacuumed. Carpeted floors shall be spot cleaned (for any daily spills as soon as they occur) by hot water extraction method to provide superior appearance at all times. Threshold tracks shall be vacuumed and cleaned to remove debris, spills and stains.
9. Drinking fountains and public telephones shall be cleaned with antibacterial germicidal cleaner and polished.

WEEKLY CLEANING:

- a. **OFFICE CLEANING:** Office areas, file rooms, libraries, conference rooms, break rooms and the corridor space adjacent to these areas shall receive the following cleaning.
 1. **Hard Surface Floors:** The full floor area is to be swept or vacuumed with a treated sweep mop or broom to remove all dirt, dust, and litter and then damp-mopped **weekly**.
 2. **Carpet:** The full rug or carpet area is to be vacuumed to remove all dirt, dust, and litter to include edges of walls, partitions and hard floors **weekly**. Commercial grade vacuum with HEPA filtered exhaust or equipment that meet these standards are used exclusively in all carpeted areas.
- b. **EXECUTIVE OFFICE SPACE/COMMISSION CHAMBERS:** Executive office suites shall be vacuumed **weekly**. Horizontal surfaces of all furniture within approximately 84" of the floor shall be dusted as required to maintain a neat appearance. Executive suites are those occupied by Judges, County Manager, Commissioners, Attorneys, and all other elected officials offices (are to be cleaned after 8:00 a.m.) included in this contract.
- c. **CARDBOARD RECYCLING:** Remove cardboard and trash weekly, or as needed, (excluding recycled paper) from recycle rooms to main disposal area designated by the **Contract Administrator**. Main disposal area refers to dumpsters which are located outside of the buildings.
- d. **SINGLE STREAM RECYCLING:** Remove all single stream recyclables from designated recycle bins weekly, or as needed in all Complexes. There are approximately 24 bins located in the lobby areas throughout Brevard County complexes (Brevard County Government Center-Viera, Moore Justice Center, County Service Complex-Palm Bay, etc).

PERIODIC PROJECT CLEANING:

- a. **STAIRWAYS**: **Every two weeks** - Hard stair landings and steps shall be swept and damp mopped. Carpet shall be vacuumed and stains cleaned. Garbage or debris shall be removed and hand rails cleaned and disinfected.
- b. **WASTE RECEPTACLES**: **Every two weeks** all wastepaper receptacles shall be cleaned with approved germicidal/disinfectant/deodorizer.
- c. **FLOORS/WALLS**:
 - i. **Monthly**- Resilient/composition floors in office areas, file rooms, libraries, conference rooms, and similar space shall be thoroughly scrubbed and rinsed. All corner bases and edges shall be cleaned. Over all floor area shall be spray buffed or refinished as needed.

Clean and disinfect all restroom/showers partitions, tile walls, floors, doors, and door frames – All walls, toilet partitions, doors, and door frame surfaces shall be thoroughly cleaned and disinfected using appropriate tools and cleaning chemicals.
 - ii. **Semi-annually (every six months)**-
 - 1. Strip and refinish all hard flooring as appropriate for existing floor covering at all Complexes. Rugs and walk off mats shall be turned back to permit the finishing operation to be performed underneath the rugs. All tile area floors and grout are to be thoroughly scrubbed, steam cleaned and final mopped with an approved germicidal/disinfectant cleaner located in any lobbies, breakrooms, offices, elevators, etc. Scrub, clean, polish and/or buff all ceramic tile walls, baseboards, and air vents.
 - 2. Scrub-Restroom and Shower Floors- (Close Restroom- place approved "closed" signage to area) **thoroughly scrub and steam clean** all tile floors, walls & grout and final mop with an approved germicidal/disinfectant cleaner.
 - 3. All wooden paneling, shelf risers, courtroom benches, doors, and hand railings shall be treated with Liquid Gold or similar product approved by the Contract Administrator.
- d. **DEAD STORAGE**: Dead storage areas within the building, where no personnel are assigned, are excluded from contract.
- e. **BIOHAZARD CLEANUP**: The **Contractor** will be called upon, on an as-needed basis, to remedy biohazard clean-ups including, but not limited to, vomit, feces, blood, etc. These services shall be included within the Contractor's unit price per square foot. The **Contractor** shall acknowledge receipt of complaint as soon as possible, and be on site within thirty (30) minutes of receiving notification from the **Contract Administrator**. Should the Contractor not be available to respond within thirty (30) minutes the County has the option to contract with another vendor.
- f. **MISCELLANEOUS DUTIES**: In addition to the work specified above, the following additional duties shall be performed by the Contractor, in conjunction with the cleaning operation:

- a. Reporting fires, hazardous conditions and items in need of repair, including dead lights, leaky faucets, toilet stoppages, etc.
- b. Turning off lights and fans when not in use.
- c. Turning in to Facilities Management office all lost and found articles.
- d. Locked rooms should only be unlocked during the period of attendant cleaning. Areas opened must not be left unattended and Contractor shall ensure that rooms are locked after cleaning and the keys are returned nightly to the designated areas. Contractor shall be responsible for accounting for all keys assigned to Contractor personnel.
- e. To ensure energy conservation by utilizing only those lights and electrical service needed to perform duties. When lights are not on sensor, turn off lights in all areas where work is not being performed.
- f. Responsible to ensure no flammable rags, solutions, or products are left stored within the building.
- g. Transporting the Contractor's personnel, supplies, and equivalent between County buildings during the conduct of work.

g. **CONTRACTOR QUALIFICATIONS:**

The Contractor:

- a. is required to have an established business office staffed with enough qualified personnel to be able to meet the needs of this contract.
- b. is required to have the necessary permits and licenses required by law to conduct business as a professional janitorial contractor in Brevard County. The Contractor must have been engaged in the performance of janitorial contracting for a minimum of three (3) years prior to the **County's** acceptance of the responsive Bidder's bid.
- c. is required to maintain **sufficient back-up stock** of cleaning chemicals and equipment such that shortages of such items will not occur in the **County** facilities covered in this Contract.
- d. will provide a sufficient number of vehicles to provide the daily and periodic services required in this Contract.
- e. shall employ a sufficient number of employees to maintain this contract at all times.

h. **QUALIFICATIONS OF EMPLOYEES:**

- a. The **Contractor** shall recruit, interview, and hire all employees from the **Contractor's** office. No recruiting, hiring, or interviewing shall be conducted by the **Contractor** in any building covered by this Contract at any time. Only those employees approved by the **Contract Administrator** shall be allowed access to the buildings to perform the work specified in this Contract. Any deviation from this procedure by the **Contractor** must be requested in writing by the Contractor and approved in advance by the **Contract Administrator**.
- b. The **Contractor** shall not use employees of any temporary employment agency to supplement his work force in **County** buildings for any reason.

- c. The personnel employed by the **Contractor** shall be 18 years of age or above, physically capable and qualified to perform janitorial work. The **Contractor** shall staff the buildings with trained, experienced, and trustworthy cleaning personnel, with a minimum of one (1) year prior janitorial experience, who are capable to operate with minimal supervision. The employees shall be neatly attired (with Company shirt) at all times on the **County's** work site.
- d. All employees will be subject to background investigation (background check, finger printing and C.J.I.S. training) through the Brevard County Sheriff's Department. **Badges and keys will not be transmitted to the Contractor until the background investigation comes back cleared.**

Should the **County** give notice in writing at any time to the **Contractor** or duly authorized representative of the work, that any employee, in the **County's** opinion, is dishonest, disorderly, careless, or in any way a detriment to the satisfactory performance of the work, the employee shall be immediately removed from the **County** Contract and not allowed on any of the **County's** work sites.

- d. The **Contractor** shall employ, at all times, the quality of supervision necessary for the effective and efficient management of cleaning operations. **All supervisors** shall have an in-depth knowledge of this Contract and its various cleaning tasks, equipment and materials. Supervisors must be able to both properly train and direct the cleaning personnel in their individual tasks and to maintain and control an effective inspection, supervision, and follow-up program. **Contractor** shall acknowledge receipt of and respond to all complaints, emails, phone calls, etc. within five-ten minutes. **This supervisor is to manage only the Brevard County account.** Fifteen days prior to the start of the Contract a resume of the proposed supervisors/manager(s) shall be submitted to the **Contract Administrator** for approval. If there is a change of supervisor/ manager during the Contract period the same procedure must be followed when hiring a replacement. No replacements will be made without notifying the **Contract Administrator**.

i. **SUPPLIES, MATERIALS, AND EQUIPMENT:**

- a. All supplies and materials shall be used for the purposes for which they were intended. Before beginning the work of the Contract, the **Contractor** shall submit to the **Contract Administrator** a list giving the name of the manufacturer, the brand name, and use of each of the materials he proposes to use in the performance of the work required in this Contract. **Contractor** shall not use any products which would be unsuitable for the purposes, or harmful to the surfaces to which applied, or to any other part of the building, its contents, or equipment. The **Contractor** shall furnish properly labeled supplies and shall not store chemicals, cleaners, etc. in other than a properly labeled and approved container for the respective chemical, cleaner, etc. The **Contractor** shall provide to the **Contract Administrator** a complete set of MSDS sheets for the chemicals he intends to use during the performance of the work. Additionally, the **Contractor** shall also have complete sets of

MSDS sheets posted in each stock room used to store these chemicals in each of the buildings serviced by this Contract. MSDS sheets shall be printed in English and in any other languages appropriate for the employees. No additional chemicals shall be used in these buildings without submission of corresponding MSDS sheets.

- b. In furtherance of improving the quality of indoor air in **County** buildings and to comply with the Manufacturer's carpet warranty, the Contractor shall be required to use commercial vacuum cleaning machines that provide a double filtration system to prevent redistribution into the air of dust and dirt picked up in the normal course of vacuuming. These **filters** shall be a combination of at least **.3 Microns and .1 Microns and shall be emptied/cleaned daily.** The choice of size of these vacuum cleaners will be determined by the **Contractor** but will be recommended for commercial use by the manufacturer, and sufficient to perform the required duties as specified in this contract.
- c. **The use of chlorine bleach is prohibited in all Facilities covered under this Scope of Work**
- d. Defective equipment, materials, or supplies as determined by the **Contract Administrator**, are to be immediately repaired or replaced or will be removed from the buildings. Sufficient and properly labeled cleaning supplies shall be kept in the buildings as back up so proper cleaning can be done.
- e. Electrical power will be furnished by the **County**, at existing power outlets, for the **Contractor's** use to operate such equipment as is necessary in the conduct of work. The **Contractor's** employees shall not unplug any equipment already plugged in during the performance of their duties. Water will also be made available, as necessary, for the services provided under this Contract.
- f. The **Contractor** shall provide paper towels, toilet tissue, and liquid hand soap for restrooms, plastic trash can and waste basket liners, sanitary napkin liners and all other cleaning supplies/materials. Stock is to be kept at each site in sufficient amounts that supplies do not need to be taken from other areas to stock another area. Lockable janitorial closets are available for **Contractor** to store equipment/stock. Shortages of any supplies/materials supplied by the **Contractor** shall not be allowed to occur in any **County** facility covered in this Contract.
- j. **SAFETY:**
 - a. The **Contractor** shall be responsible for instructing employees in safety measures considered appropriate. In addition, the **Contractor** shall not permit placing or use of mops, brooms, or equipment in traffic lanes or other locations in such a manner as to create safety hazards, and shall provide appropriate warning signs for slippery floor areas caused by cleaning or floor finishing operations. **Contractor's** employees shall be required to interrupt their work at any time to allow passage of personnel.
- k. **ACCESS TO COUNTY PREMISES:** Neither the **Contractor** nor his personnel shall permit any individual to have access to non-public areas or to locked rooms in the building, rooms or grounds designated herein or access County facilities before or after normal business hours.

I. **INSPECTION BY THE COUNTY:**

- a. Daily inspection of the **Contractor's** work will be made by the **Contract Administrator or designee** to record **Contractor** performance. The **Contract Administrator or designee** has authority to point out to the **Contractor** incomplete or defective work. It is the **Contractor's** responsibility to find a solution or remedy to prevent deficiencies from reoccurring.
- b. The **Contractor** shall submit to the **Contract Administrator** at the pre-performance conference, a schedule of work showing operations to be performed daily, weekly, monthly, and periodically for review by the **Contract Administrator**. Updated schedule should be submitted to the **Contract Administrator** as required.
- m. **CLEAN-UP:** All supplies, equipment, and machines shall be kept free of "traffic" areas or other areas where they might be hazardous and shall be secured at the end of each work period in areas provided for this purpose. Cloths, mops, or brushes containing a residue of wax or combustible material subject to spontaneous ignition shall be removed from the buildings and disposed of in containers provided for this purpose. Cleaning solutions will be disposed of in designated utility sinks for this purpose.
- n. **LOST, FOUND, OR MISSING ARTICLES:** The **Contractor** shall be responsible in the event of theft or damage of **County** property or personal property by his employees. All articles found in or about the work areas by the **Contractor** shall be turned in immediately to the **Contract Administrator**.
- o. **PAYMENTS TO THE CONTRACTOR:**
 - a. The Contractor shall submit an invoice by the 5th of each month for payment of services for the previous month.
 - b. Payments will be made upon certification and approval of the invoice by the County.
 - c. In the event this Contract commences or terminates during the course of a month, the amount to be paid the **Contractor** for the part of the month in which services were rendered shall be determined by prorating the amount specified in the contract for a full month on the basis of the number of days in the month involved.
 - d. Notices of Liquidated Damages for non-performance; pursuant to Attachment B, Paragraph 5 shall be provided to the **Contractor** on a monthly basis in writing and deducted from the current month's invoice.
- p. **COUNTY SUPERVISION:** The performance of this contract shall be monitored by the **Contract Administrator**, or their delegated inspectors, who will provide occupant feedback to the Contractor.
 - a. If the **Contract Administrator** finds that repairs, replacements, or changes are required to the building, its contents, or its appurtenances, which, as determined by the **Contract Administrator**, are damages resulting from the use of materials, equipment, or workmanship of the **Contractor** which are inferior, defective, or not in accordance with the terms of the Contract, the **Contractor** shall promptly upon receipt of notice from the **Contract Administrator**, restore to satisfactory condition, all work; correct all defects,

and shall make good any work or materials, or equipment and contents of said building or site disturbed in making such restoration.

- b. If the **Contractor** disturbs any work guaranteed under another Contract, he shall restore such disturbed work to a condition satisfactory to the **Contract Administrator** and shall guarantee such restored work to the same extent as it was guaranteed under such other Contract.
- c. Upon the **Contractor's** failure to comply as required above, the **County** may: (1) either have such work performed by either **County** personnel or some other qualified **Contractor** as the **Contract Administrator** deems necessary, or (2) allow such damaged or defective work or portion of the building or site or contents or equipment of the building or work disturbed to remain in such unsatisfactory condition; provided, that the **Contractor** shall promptly pay the **County** the sum expended by the **County** under the provisions of (1) above or, at the election of the **County**, the sum estimated by the **Contract Administrator** under the provisions of (2) above to represent the amount which would have been necessary to expend to correct this condition. In the event the **Contractor** fails to pay promptly on demand such sum so expended or estimated the **Contract Administrator** may deduct this amount from any monies due or to become due the **Contractor** under this Contract, or the **County** shall make claim against the **Contractor's** liability insurance coverage.
- d. Everything done in accordance with the requirements of this provision shall be performed without additional expense to the **County**.
- q. **OTHER CONTRACTS:**
 - a. The **County** may undertake or award other Contracts for additional work, and the **Contractor** will carefully fit his own work to such other additional work as may be directed by the **Contract Administrator**. The **Contractor** shall not commit or permit any act during the performance of this Contract which will interfere with the performance of work by another **Contractor**, or by **County** employees.

The **County** may undertake or award other Contracts for work not being performed acceptably by the **Contractor** or work not being accomplished on time by the **Contractor**. Costs incurred thereby will be deducted from the Contractor's monthly bill.

1. **GENERAL CONDITIONS**

- a. Quality cleaning will be required beginning on the first day of this Contract.
- b. Heating and air conditioning are curtailed upon the vacating of the space by the building-occupants. Air conditioning will be provided only when the official activities of the building dictate.
- c. No work shall be performed before 5:30 a.m. and beyond 6:30 p.m., on weekends or holidays, unless prior approval of the **Contract Administrator** or their designated representative has been obtained, or the services are called for in the Contract. Prior approval can be given orally but written confirmation is required.
- d. **All start and ending times shall be negotiated and agreed upon after award of the Contract. Such start/end terms shall be reduced to writing and considered an Attachment to this Contract.**
- e. In the event of an emergency condition that affects a particular section of a building (such as a broken water pipe), the **Contractor** shall divert a portion of his force as either scheduled or directed by the **Contract Administrator** from their normal assigned duties. When the emergency condition abates sufficiently the **Contract Administrator** will authorize return to normal duties. No additional cost shall be charged the **County** for the diversion, and the **Contractor** shall not be penalized because the normal daily work, which otherwise would have been performed during the interval, has been neglected.
- f. The **Contractor** shall require all employees to wear distinctive uniform clothing for ready identification, and **assure every employee is in uniform on the date an employee first enters on duty.** Employees shall wear uniforms consisting of shirts and trousers, coveralls, or smocks, as appropriate. At the discretion of the **Contract Administrator**, employees may be sent home if not in proper uniform. The uniform shall have the **Contractor's** name affixed thereon in a permanent manner. Any color or color combination, as appropriate, may be used. Shorts, tank tops, halters, sandals, or any type of open-toed shoes shall not be worn by **Contractor** personnel.
- g. The **Contractor** shall provide the **Contract Administrator** at the start of the Contract, a list of all **Contractor** employees assigned to work in the building. The list shall include each employee's name, birth date, home address, email address, and telephone number. Such information can be used for the purpose of performing background investigations. The same data will be submitted for all new hires. The **Contractor** shall be held responsible for the accuracy of the data provided, and shall insure updated changes are provided to the **Contract Administrator** immediately upon their effective date.
- h. The **Contract Administrator** shall see that every employee on the **Contractor's** work force is provided an Identification Badge. The **Contract Administrator** shall be responsible for filling out the information on the badge request form and checking each prospective employee through the

Brevard County Sheriff's Department. Upon obtaining acceptable clearance of said check, all employees will be finger printed and complete the C.J.I.S. on line training. The **Contract Administrator** shall then authorize the issuance of **photo identification badges** to each employee. No **Contractor** employee shall begin work without a properly issued identification badge. The **Contractor** shall see that all employees wear their badges on the outside of their uniform at all times when in **County** buildings. The **Contract Administrator** shall periodically verify badges of **Contractor's** employees. Those **Contractor** employees who do not have their badges properly displayed, have someone else's badge on, or do not have their badges can be sent home by the **Contract Administrator** and the employee's supervisor notified.

- i. The **Contractor** shall prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephones, computers, televisions or any other office equipment.
- j. The **Contractor** shall require his employees to comply with the instructions pertaining to conduct and building regulations, issued by duly appointed officials or building managers.
- k. **All keys and fobs are to be secured by Contractor's staff. The Contract Administrator will make periodic key and fob audits as deemed necessary to ensure that the Contractor is controlling all keys as required. All keys and fobs must be properly secured each day. If any building keys or fobs are lost or broken the Contractor will be responsible for the cost of replacement keys (\$15.00 per key/\$10.00 per badge). If lost keys pose a potential security risk the cost of re-keying will be borne by the Contractor. It shall be the Contractor's responsibility to collect all keys, badges/fobs, etc. from employees who are no longer employed with the Contractor's business and return said keys to the Contract Administrator.**
- l. When requested, the **Contractor** shall cooperate with any ongoing investigation involving economic loss or damage to **County** buildings, or **County** and/or personal property located therein. The **County** reserves the right to require any employee of the **Contractor** to submit to a polygraph test if the **County** has a reasonable suspicion that the employee is or was involved in the incident or activity under investigation. The **Contractor** shall obtain a waiver from the employee authorizing the release to the **County** of information acquired by the **Contractor** from the polygraph test. The **County**, at its discretion, may require that the **Contractor** immediately remove the employee under investigation from working within **County** buildings for the following reasons: 1) refusal to submit to a polygraph test in the above circumstances, or 2) an employee's refusal to sign the waiver referenced above or 3) an analysis of the polygraph test indicates that the employee is or was involved in the incident under investigation. If the test results show involvement on the part of the employee, the **Contractor** will be obligated to cover the cost of the examination. If the test results indicate that the **Contractor's** employee was not involved in the incident, then the **County** will pay for the cost of the examination.

2. **SCHEDULING OF WORK:** To facilitate contract administration and inspection by representative of the **Contract Administrator**, the following shall apply:
- a. All cleaning shall be conducted Monday through Friday 5:30 am-6:30 pm, with the exception of Courthouses. Courthouse shall be conducted as court activities allow. No cleaning shall be conducted while court activities are in session.
 - b. Five days prior to the Contract starting date, submit in writing to the **Contract Administrator**, the names of supervisors for each area of this Contract; each of whom is authorized to act for the **Contractor** in every detail for the janitorial cleaning services. The representative must be satisfactory to the **Contract Administrator**.
 - c. **Contractor** will provide a Personnel Manning Report to the **Contract Administrator** indicating the number and names of persons assigned to respective areas in specific buildings and the **minimum required man hours to accomplish daily assigned tasks**. This report will include each employee's name, work classification, hours worked per day, and building assignment. The **Contractor** will be required to submit an updated Personnel Manning Report to the **Contract Administrator** immediately if any changes in the above information are made. Changes in established man-hours must be provided to the **Contract Administrator**. **Contractor** will notify the **Contract Administrator** prior to moving personnel from their assigned area to another.
3. **STORAGE SPACE AND JANITORS CLOSETS:**
- a. Space available in the building(s) will be assigned to the **Contractor** for the storage of his bulk supplies and the equipment used in the performance of the work of the Contract. The **Contractor** is required to keep these spaces in a clean, neat, and orderly condition at all times.
 - b. Janitors closets, located at various points throughout the building, may be used by the individual cleaners for storing equipment including mops, brooms, dust cloths, and other items, with the exception of flammable materials and wet mops. These closets, and the stored equipment, shall be kept clean and in order.
 - c. Failure to keep any of the facilities described above in clean condition, satisfactory to the **Contract Administrator** may result in the withdrawal of the privilege of using them, or the **Contract Administrator** may have them cleaned, and the cost of such work charged to the **Contractor**.
 - d. The **County** will not be responsible, in any way, for theft of or damage to the **Contractor's** stored supplies, materials, or equipment kept throughout the building in janitor's closets; or the **Contractor's** employees' personal belongings brought into the building.
4. **CONTRACTOR EMPLOYEE WORK HOURS:**
- a. The **Contractor's** personnel shall be employed on the job a sufficient number of hours to accomplish all daily tasks in accordance with the **Contractor's** provided schedule to the quality standards set forth in this Contract. If **Contract Administrator** feels at any time that work is not being completed/performed in accordance with the Contract Documents,

Contractor will either increase the number of employees on the job, or extend the work hours of the shift to insure compliance with the Contract specifications, neither of which shall alter the Contract cost. **The Contractor must have a Supervisor/ Manager on duty on-site at all times during cleaning operations.**

- b. The **Contractor** is required to render all services set forth in the Contract, even though it may be necessary to supply man-hours in addition to the anticipated minimum originally contemplated by the **Contractor**.
- c. **Contractor** personnel shall be assigned to provide coverage at each facility Monday through Friday 5:30am- 6:30pm. **Contractor** employees shall not start work earlier without express approval of the **Contract Administrator** and the **Contractor's** supervisory personnel. Personnel assigned to facilities not requiring day porters shall adhere to a regular daily work schedule. All **Contractor** personnel shall start work at the same time unless otherwise authorized by **Contract Administrator**.
- d. **Day Porters** – One (1) day porter shall provide service to the North Area (Area A) and one (1) day porter shall provide service to Viera campus (Area C). Day Porter's shall report for duty during regular working hours 8:00 am – 5:00 pm Monday through Friday.

5. **CONTRACT DEDUCTIONS:** It is the objective of the **County** to obtain full cleaning performance in accordance with the terms of the specifications, and at the quality standards of work set forth in this Contract. To this end, the **County** is contracting for the complete performance of each cleaning job as identified in the specifications, and deductions will, therefore, be made in accordance with the following stipulations:

- a. In instances where areas designated for daily cleaning are not satisfactorily cleaned or policed and serviced, as determined by the **Contract Administrator**, a deduction of \$25.00 per occurrence will be assessed daily until cleaning is satisfactorily performed.
- b. The deduction of \$25.00 per occurrence will continue daily until such deficiencies are corrected to the satisfaction of the **Contract Administrator**.
- c. In instances where **Contractor** does not maintain proper stock of daily supplies. Invoices will be supplied to contractor for purchased supplies and deducted from the contract, including labor.
- d. In the event the **Contractor**, for any reason whatsoever, fails to perform work to the quality required on the technical specifications of this contract, the **County** reserves the right to:
 - 1. Make deductions in accordance with the rate above or should the **Contract Administrator** deem supplies are not properly stocked to maintain supply and demand.
 - 2. At the discretion of the **Contract Administrator**, cancel the contract on as short a notice in writing as may be consistent with securing a replacement **Contractor** to take over the work specified in the canceled Contract.

Fixture Matrix

ATTACHMENT C

Facility	Floor	Women's RR	Men's RR	Total Toilets	Total Sinks	# Private Restrooms	Showers	Holding Cells	Total
Government Center - Building A	A1	2	2	20	18	0	0	0	42
	A2	2	2	20	16	0	0	0	40
Government Center - Building B	B1	1	1	10	7	0	0	0	19
	B2	1	1	10	8	1	3	0	24
Government Center - Building C	C1	1	1	12	9	3	0	0	26
	C2	1	1	12	9	2	0	0	25
	C3	1	1	12	9	0	0	0	23
Government Center - Building D	D1	1	1	12	10	1	1	0	26
	D2	1	1	12	10	1	0	0	25
Government Center - Building E	E1	1	1	10	7	4	4	0	32
	E2	1	1	10	9	2	1	0	24
Brevard County Government Center – North	1	1	1	8	8	1	0	0	19
	2	1	1	8	8	1	0	0	19
	3	1	1	8	8	0	0	0	18
	4	1	1	8	8	0	0	0	18
	5	1	1	8	8	0	0	0	18
	6	1	1	8	8	0	0	0	18
County Service Complex - Melbourne	A1	1	1	7	5	2	0	0	16
	B1	1	1	2	2	1	1	0	8
	B2	1	1	8	5	0	0	0	15
County Service Complex – Merritt Island	1	2	2	14	12	2	2	0	34
	2	1	1	11	8	0	0	0	21
County Service Complex – PB	1	1	1	6	6	6	0	0	20
County Service Complex-Titusville	1	6	4	46	17	3	0	0	76
Clerk's Archive Warehouse	1	1	1	2	2	2	0	0	8

Tax Collector Tville	1	1	1	17	6	2	0	0	17
Moore Justice Center	1	3	3	28	23	13	2	20	92
	2	1	1	16	7	11	1	4	41
	3	1	1	16	7	18	1	4	48
	4	1	1	16	7	19	1	4	49
Melbourne Courthouse	1	1	1	11	8	9	0	9	39
	2	1	1	5	3	0	0	0	10
Timothy J. Mills Public Safety Center	1	1	1	8	7	5	2	0	24
	2	1	1	5	4	0	0	0	11
Vassar B. Carlton Historic Courthouse (includes Annex A & B)	2	4	4	39	33	7	2	9	98
Natural Resources Annex, Melbourne	1	1	1	2	2	0	0	0	4
Asset Management, Wenner Way	1	1	1	2	2	0	0	0	4
District 3 Commission Office	1	1		1	1	0	0	0	2
Barbara Pill Law Enforcement Facility	1	3	3	16	16	1	5	0	44

PRICING SHEETS

Award - Contractors must bid all buildings in each Area for bids to be considered. As the best interest of the County may require, the right is reserved to make award(s) by geographical basis and/or on a countywide basis with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received.

The **County** reserves the right to unilaterally add locations, either collectively or individually, at the **County's** sole option, at any time after the Notice to Proceed has been issued as may be deemed necessary or in the best interests of the **County**. In such case, the successful bidder will be required to provide services to these buildings in accordance with the terms, conditions, and specifications of this contract at an annual square foot rate comparable to the prices submitted by the successful bidder for the locations.

Deletions. Although this solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that the County may delete or reduce service(s) for any facility when such service is no longer required during the Contract period upon fifteen (15) calendar days written notice to the successful Contractor. Upon notification and at the expiration of the fifteen (15) day notice period an automatic adjustment to the Contract price shall be made by subtracting the remaining balance of the cost per year for the facility(s) deleted, and a calculated reduction for service(s) deleted or reduced based upon square footage of the building or area.

The following table contains information that will aid in accurate bidding/pricing of the contract:

FACILITIES TO BE SERVICED

The following buildings shall be included in this contract with custodial services provided for the specified periods and special conditions identified for each building. **All measurements are approximates** only and are subject to change at any time throughout the term of this contract.

AREA A- MONTHLY PAYMENT SCHEDULE PRICING

BUILDING NAME	DESIGNATED SQUARE FEET	UNIT PRICE PER SQUARE FOOT	CONTRACTED MONTHLY BILLING	CONTRACTED MONTHLY BILLING FOR NIGHT CLEANING
County Service Complex Titusville 700 Park Ave Titusville, FL	135,000	\$ 0.0350	\$ 4,725.00	\$ 4,725.00
Historic Titusville Courthouse (including Annex A and B) 506 S. Palm Ave Titusville, FL	35,230	\$ 0.0350	\$ 1,233.05	\$ 1,233.05
Brevard County Government Complex - North 400 South Street Titusville, FL	127,330	\$ 0.0350	\$ 4,456.55	\$ 4,456.55
Clerk's Archive Warehouse 790 S. Park Ave Titusville, FL	14,964	\$ 0.0350	\$ 523.74	\$ 523.74
Tax Collector 800 S. Park Ave Titusville, FL	7,920	\$ 0.0350	\$ 277.20	\$ 277.20

Barbara Pill Law Enf Facility 2290 Columbia Blvd, Titusville, FL	18,453	\$ 0.0350	\$ 645.86	\$ 645.86
			\$11,861.39 X12	\$11,861.39 X12
TOTAL Square Footage and TOTAL Annual Amount	338,897		\$142,336.68	\$142,336.68

AREA B - MONTHLY PAYMENT SCHEDULE PRICING

BUILDING NAME	DESIGNATED SQUARE FEET	UNIT PRICE PER SQUARE FOOT	CONTRACTED MONTHLY BILLING	CONTRACTED MONTHLY BILLING FOR NIGHT CLEANING
Merritt Island Service Complex 2575 N. Courtenay Parkway Merritt Island, FL	54,170	\$ 0.0400	\$ 2,166.80	\$ 1,895.95
TJ Mills Public Safety Center 1040 S. Florida Avenue Rockledge, FL	25,800	\$ 0.0350	\$ 903.00	\$ 903.00
Asset Management Office, 345 Wenner Way, Cocoa, FL	4,746	\$0.0350	\$ 166.11	\$166.11
			\$ 3,235.91 x 12	\$ 2,965.06 x 12
TOTAL Square Footage and TOTAL Annual Amount	84,716		\$ 38,830.92	\$ 35,580.72

AREA C - MONTHLY PAYMENT SCHEDULE PRICING

BUILDING NAME	DESIGNATED SQUARE FEET	UNIT PRICE PER SQUARE FOOT	CONTRACTED MONTHLY BILLING	CONTRACTED MONTHLY BILLING FOR NIGHT CLEANING
Govt. Center Building A 2725 Judge Fran Jamieson Way Viera, FL	88,000	\$ 0.0350	\$ 3,080.00	\$ 3,080.00
Govt. Center Building B 2725 Judge Fran Jamieson Way Viera, FL	33,000	\$ 0.0350	\$ 1,155.00	\$ 1,155.00
Govt. Center Building C 2725 Judge Fran Jamieson Way Viera, FL	65,000	\$ 0.0350	\$ 2,275.00	\$ 2,275.00
Govt. Center Building D 2725 Judge Fran Jamieson Way Viera, FL	50,400	\$ 0.0350	\$ 1,764.00	\$ 1,764.00
Govt. Center Building E 2725 Judge Fran Jamieson Way Viera, FL	36,000	\$ 0.0350	\$ 1,260.00	\$ 1,260.00
Moore Justice Center 2825 Judge Fran Jamieson Way Viera, FL	203,000	\$ 0.0400	\$ 8,120.00	\$ 8,120.00
			\$ 17,654.00 x 12	\$17,654.000 x 12
TOTAL Square Footage and TOTAL Annual Amount	475,400		\$211,848.00	\$211,848.00

AREA D - MONTHLY PAYMENT SCHEDULE PRICING

BUILDING NAME	DESIGNATED SQUARE FEET	UNIT PRICE PER SQUARE FOOT	CONTRACTED MONTHLY BILLING	CONTRACTED MONTHLY BILLING FOR NIGHT CLEANING
Commissioner John Tobia's Office, District III 2539 Palm Bay Rd NE, Unit #4 Palm Bay, FL (2x per week)	1,050	\$0.0350	\$ 36.75	\$ 36.75
Melbourne Courthouse 51 Nieman Avenue Melbourne, FL	26,700	\$0.0350	\$ 934.50	\$ 934.50
County Service Complex Melbourne 1515 Sarno Road, A&B Melbourne, FL	39,500	\$0.0350	\$ 1,382.50	\$ 1,382.50
Natural Resources Annex 1311 New Haven Avenue Melbourne, FL (1x per week)	1,130	\$ 0.0350	\$ 39.55	\$ 39.55
County Service Complex Palm Bay 450 Cogan Drive SE Palm Bay, FL	14,600	\$0.0350	\$ 511.00	\$ 511.00
			\$2,904.30 × 12	\$2,904.30 x 12
TOTAL Square Footage and TOTAL Annual Amount	82,980		\$ 34,851.60	\$ 34,851.60

**CONTRACT
SECURITY SERVICES
BREVARD COUNTY GOVERNMENT COMPLEXES**

THIS CONTRACT by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "County"), and **GIDDENS SECURITY CORPORATION**, a business having its primary business location at 528 South Edgewood Avenue, Jacksonville, FL 32205, (hereinafter the "Contractor").

WITNESSETH:

WHEREAS, the County is desirous of obtaining security guard services; and,

WHEREAS, the County, after a competitive bidding process; made award to Contractor;

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 **Attachment A** (Scope of Services), attached hereto and made a part hereof by this reference.

2. **TERM:** The term of the Contract shall begin **March 01, 2020** and continue through **March 03, 2021**. This Contract may be renewed by both parties, in writing, for up to four (4) additional one-year terms.

Subsequent price adjustments may be requested annually by the last announced increase in the CPI Index for all Urban Consumers, Wage and Clerical Workers, Southeast Region. Contractor may submit a statement requesting an increase in prices at least thirty (30) days prior to expiration of the contract term. An approved increase would apply to the renewal term.

3. **PAYMENTS:** Invoices shall be submitted on a monthly basis. The Hourly Billing Rate for these services shall be **\$13.89 per hour** for guard services, **\$14.28 per hour** for lead works services, and **\$14.95 per hour** for supervisor services. The County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.

4. **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 Contract, 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 any of them may be liable, regardless of whether or not it is caused by in part 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 Contractor, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been

5. **MODIFICATIONS TO CONTRACT:** This Contract, 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 Contract and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

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

- 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 Certificates(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.

7. **ATTORNEY'S FEES:** 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.

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

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

10. **VENUE:** Venue for any legal action 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 and any trial shall be non-jury.

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

12. **TERMINATION:** The County may terminate this Contract for convenience at any time by giving written notice to the Contractor of such termination, specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. If the Contractor fails to perform the scope of work as set forth in Exhibit A, the County will provide Contractor a notice of same, and if the service is not provided, deduction will be made from payment due the Contractor as described in payments, paragraph 4, and the County will have the option to terminate the Contract with seven days (7) written notice to the Contractor. The County is only responsible for payment for work completed prior to the effective date of termination.

13. **INDEPENDENT CONTRACTOR:** The Contractor shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract 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.

14. **PUBLIC RECORDS LAW AND AUDIT REQUIREMENTS:** In the performance of this Contract, the Contractor shall keep books, records and accounts of all activities related to the Contract 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). 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 Contract. 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 five (5) years from the date of final payment under this Contract unless a shorter period is otherwise authorized in writing.

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 contract, are public records and Contractor agrees to comply with any request for such public records or documents made in accordance with section 119.07 Florida Statutes.

Records, documents, books and accounts ordinarily and necessarily required for the performance of this Contract shall be kept, maintained and open to inspection by the Owner, Owner's representative, and members of the public during regular business hours. 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 Contract. 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 five (5) years from the date of final payment under this Contract unless a shorter period is otherwise authorized in writing.

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 Florida Statute Chapter 119 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 Contract 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 Section, shall result in the County taking enforcement action against the Contractor, including as damages, 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(s) time expended 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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE FACILITIES DIVISION, MARY BOWERS AT (321) 633-2050, mary.bowers@brevardfl.gov, 2725 Judge Fran Jamieson Way, Suite A207, Viera, FL 32940.

15. **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 Contract.

16. **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.

17. **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 contract without written consent from the County.

18. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted contractor 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 Contractor list.

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

20. **NOTICE:** Notice under this Contract shall be given by certified mail or hand delivery as follows:

Brevard County Public Works Department/Facilities
Attn: Mary Bowers, Facilities Support Services Manager
2725 Judge Fran Jamieson Way, Building A-207
Viera, Florida 32940

and Notice shall be given to the Contractor by certified mail or hand delivery as follows:

Giddens Security Corporation
Attn: Mr. Adam Giddens, CFO
528 South Edgewood Avenue
Jacksonville, FL 32205

21. **WAIVER:** The waiver of the County of any of the Contractor's obligations or duties under this Contract shall not constitute a waiver of any other obligation or duty of the Contractor under this Contract, nor shall a waiver of any such obligation or duty constitute a continuing waiver of that obligation or duty.

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

a. The Contractor:

(1) 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 this Contract; and

(2) 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; and

(3) agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program.

b. 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.

c. 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.

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

23. SCRUTINIZED COMPANIES

a. The Contractor 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 Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor 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.

b. If this Contract is for more than one million dollars, the Contractor 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 Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, 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.

c. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.

d. As provided in Section 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

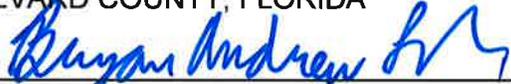
IN WITNESS WHEREOF, the County and Contractor have caused this Contract to be executed by its duly authorized representatives as of the date on which the last of the parties hereto executes this Contract.

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

By: 

Bryan Lober, Chair

Date:

2/25/2020

As approved by Board on: 08/06/2019

GIDDENS SECURITY CORPORATION

WITNESS:



By: 

Signature

Date:

2/19/20

Adam Giddens, CPA, CFO
Name & Title, Typed or Printed

**ATTACHMENT A
SCOPE OF SERVICES
B-6-20-12
SECURITY SERVICES FOR GOVERNMENT COMPLEXES**

POST ASSIGNMENTS

Harry T. & Harriette V. Moore Justice Center: Four (4) guards will provide entry control, screening, of all entrants and packages, and security in the lobby of the Harry T. & Harriette V. Moore Justice Center, Viera. One (1) of the four (4) guards shall be a designated "Lead" person on site. One (1) guard will report to the post at 7:00 a.m. and one (1) guard will remain until 5:30 p.m. One (1) guard will report to the post at 7:30 a.m. and depart at 5:00 p.m.; another will report at 7:30 a.m. and depart at 5:30 pm. A fourth guard will report to the post on Mondays, Tuesdays, and Wednesdays at 7.30 a.m. and will depart at 2:00 p.m. On Thursday the 4th guard will report 7:30 a.m. and depart at 12.00 p.m. On Friday's one (1) guard will report at 7:00 a.m. and depart at 5:00 p.m., 2nd guard will report at 7:30 a.m. and depart at 5:30 p.m. and the 3'd guard will report at 7:30 a.m. and depart at 1:30 p.m. This post will not be staffed on weekends and holidays unless specifically requested. These additional hours will be scheduled by the Facilities Department Contract Administrator as needed and the hours added to the monthly total invoice at the same hourly rate.

Vassar B. Carlton Historic Courthouse: Two (2) guards will provide entry control, screen of all entrants and packages, and security in the lobby of the Courthouse. One (1) of the guards shall be designated "Lead" person on site. Guards will report at 7:30 a.m. and depart at 5:30 p.m. Monday through Friday. One (1) guard shall patrol the employee and visitor parking lot located on the corner of South Street and Palm Avenue, making a perimeter sweep of the facility every hour or as entrant traffic allows. This post will not be staffed on weekends and holidays unless specifically requested as above.

Melbourne Courthouse: Two (2) guards will provide entry control, screening of all entrants and packages and security in the lobby of the Courthouse. One (1) guards shall be designated "Lead" person on site. One Guard will report at 7:30 a.m. and depart at 5:30 p.m. Monday through Friday and the 2nd guard will report at 8:00 a.m. and depart at 5:00 p.m. One (1) guard shall make a perimeter sweep of the facility every hour as entrant traffic allows. This post will not be staffed on weekends or holidays unless specifically requested as above.

Additional Coverage: One (1) guard will be required to remain on post at Courthouse(s) until court proceedings, Teen Court, Guardian Ad Litem, State Attorney's business, or special meetings are adjourned. These hours will be scheduled by the Facilities Department as needed. Overtime will be paid for hours worked beyond 5:30 p.m. at the Harry T. & Harriette V. Moore Justice Center and 5:30 p.m. at the Vassar B. Carlton Titusville Courthouse and Melbourne Courthouse.

Guards will be required (1 per site) to stand post at other County facilities on an as-needed basis (ie: after hour meetings, early voting and election day for Supervisor of Elections, etc). Eight (8) hour notice will be provided by the Contract Administrator and the additional hours will be billed at the regular hourly rate. If eight (8) hour notice is not provided hours may be billed at an overtime rate of 1 ½ times the regular hourly rate for the first day and regular hourly rate shall be charged thereafter.

TRAINING CRITERIA

Security guard(s) assigned to work at any Brevard County property must have completed the appropriate training required by the State of Florida pursuant to Chapter 493, Florida Statutes and have the appropriate license. Within five (5) working days of its execution of this Contract, the Contractor will provide to Brevard County representative(s) documentation of minimum training performed prior to guards standing at any Brevard County post. Prior to commencement, the Contractor will provide Brevard County representative(s) with copies of licenses for all guards working on Brevard County property. If at any time during the term of this contract a security guard is found to be unlicensed in compliance with Chapter 493, Florida Statutes, the Contractor shall immediately remove the guard from the premises and provide a replacement within one (1) hour.

The Contractor is required to provide this training to all field personnel to assure Brevard County said guards are capable of assuming the responsibilities of their assignments. The cost for the basic training program is to be borne by the Contractor. All security personnel must successfully complete and pass this training prior to assignment to a specific post under the contract. This basic training must include, but is not limited to, the following:

1. Courthouse Screening

- a.** Courthouse screening will be conducted in accordance with Brevard County Administrative Order 98-10.
- b.** The Contractor shall train, test, and supervise all guards performing screening functions in such a manner as to ensure effective, courteous screening and shall assure that all personnel performing screening functions are capable of performing such functions. All guards used to perform weapon screening functions shall be trained in proper screening techniques, physical inspection, use of metal detectors, and use of X-ray systems. The Contractor shall assure that all screening personnel operating X-ray systems possess sufficient eyesight proficiency to perform X-ray operator's duties. The Contractor shall assure that supervisory personnel assigned to the Brevard County Courthouses are thoroughly familiar with weapon screening and other screening related activities.
- c.** In addition to the primary security objectives, the training shall emphasize the need for courteous, cautious, and efficient application of screening procedures. The Contractor may include additional related security material with written notification to the Brevard County representative or designee. The training must be presented in a formal manner with ample opportunity for question and answer time.
- d.** The Contractor may invite local law enforcement officers performing a support function at the Brevard County Courthouses to attend the training classes at no additional cost to the County.
- e.** The Contractor's supervisory personnel will be responsible for providing training for security guards in the use of all post equipment. The Contractor will be responsible for all costs associated with their supervisory personnel attending the orientation class and the training of their security guards.
- f.** Current and accurate training records shall be maintained by the Contractor for each employee, reflecting the date and type of training received. The Contractor shall supply Brevard County with copies of all the above mentioned training documents within seven (7) days of completion of training. The records shall also be made available to the Brevard County representative or designee upon

request and shall be maintained for a period of at least five (5) years following the termination of this Contract. Failure to provide timely training documentation shall be cause to withhold payment for services rendered.

2. **Initial Training.** The Contractor shall assure that no person shall perform any screening function that requires the exercise of independent judgments regarding persons with property having access to the area beyond the screening point unless the person has:
 - a. Received a presentation covering the purpose and seriousness of the screening function with emphasis on special screening situations and screening equipment operation. Further, the presentation shall include weapons and dangerous device guidelines, X-ray screening guidelines, physical inspection guidelines, and training guidelines.
 - b. For guards assigned to E-SCAN x-ray systems, a viewing of the "E-SCAN Small Parcel Inspection" video and corresponding tests.
 - c. Detected all FAA/Brevard County approved type of test objects under realistic conditions.
3. **On-the-Job Training.** The Contractor shall have a formal on-the-job training (OJT) program. The program shall require:
 - a. All new-hires or transfers shall work initially with or under the close supervision of more experienced personnel for a period of forty (40) working hours. During this initial OJT period and prior to the new-hire/transfer guard making independent judgments regarding the persons or property having access to the area beyond the screening checkpoint, the Contractor shall test the new hire/transfer guard using the FAA/Brevard County approved test objects. Brevard County will pay the Contractor for these hours. However, OJT hours in excess of those required to cover a post will not be paid by the County.
 - b. Contractor's supervisory personnel shall frequently (at least 1x per month) observe and check the performance of screening personnel, paying particular attention to newly-hired personnel working as guards to assure each guard knows, understands, and demonstrates the job requirements and procedures and to provide instruction and practical guidance to them as appropriate. The Contractor will annotate each guard's training records with significant observations made and deficiencies noted.
4. **Contractor Testing.** To provide the required high level of assurance that adequate protection is being provided to the employees and general public at Brevard County Courthouses, the effectiveness of X-ray operators and other screening personnel must be tested. Accordingly, the Contractor shall conduct a series of recurring tests of screeners quarterly. When a screener fails to detect U.S. Marshall/FAA approved test object(s) provided by the Contractor and approved by Brevard County Representative pursuant to the conduct of a test as described above, the Contractor shall repeat the procedure as appropriate, counsel the screener regarding proper screening procedures and take corrective action as needed. Certification of completion of tests together with the results and corrective actions planned or taken will be retained in the personnel folder of each screener through the period of the person's employment and for one hundred eighty (180) days thereafter for the inspection by the Brevard County Representative or his designee. Any failed test will be documented and employee will be immediately retrained. If employee (screener) fails two consecutive quarterly tests in the use of the equipment, he/she shall be removed from screening duties.

a. Recurring tests shall be conducted as follows:

1. Place approved test object in the small of the back (under the belt) or otherwise secret the test object in other positions (in coat pocket, strapped to leg, etc.) and proceed through the walk through metal detector in the direction of normal public flow. In the case of an alarm, the tester will determine if the scanner identifies the test object by the use of a hand-held metal detector, physical research, or otherwise does not identify the object. In the case of no alarm, the person conducting the test shall contact Brevard County representative and other responsible Contractor. Contractor's personnel to assure that the walk through metal detector is operating correctly.
2. Randomly place the test object in a parcel with two or three other items such as a book, calculator, pen, etc. The tester should not try to hide the test object and should not place other metal objects in the parcel. The parcel should then be placed on the x-ray system's conveyor belt in a normal fashion. The tester will then determine whether or not the screener detected the test object and took appropriate action.

5. **Random Testing.** In order to ensure that appropriate protection is being provided to the employees and general public entering the Brevard County Courthouse, the Brevard County representative or his designee will conduct tests of screeners. Tests will be conducted by an employee designated by Brevard County representative and will be done with the consent of the Contractor's supervisory personnel at a specified time and date. However, the Contractor's screening personnel will not be advised of any test conducted by the Brevard County representative or his designee assuring that the test will be completely unannounced. Each test is conducted so that the following screening methods are examined: metal detectors (walk through metal detectors and hand-held), E-SCAN x-ray screening systems, and physical searches. The test objects will be used in rotation to ensure that screeners are tested on all objects.

When it is determined that a test object was not detected due to equipment failure, the Contractor shall immediately notify the Brevard County representative or his designee.

6. **Dosimeter Badges.** Brevard County will provide the Contractor with dosimetry badges for issue to each person working at a screening checkpoint where X-ray is used. The Contractor shall ensure that each person working wears a dosimetry badge while on duty. Brevard County will collect the badges and issue new ones periodically. Used badges will be evaluated by a radiation laboratory at the County's expense. Copies of the radiation report will be maintained by the County.
7. **Records.** All security guard training records shall be made available to Brevard County representatives upon request. The results of all training must be certified to the Contract Administrator or designated representative as part of each guard's personnel file.
8. **Hand searches.** Contractor's staff shall not search handbags, tote bags, carry cases and the like by putting their hands into the bags. If a suspicion arises after item has gone through the X-ray machine, the bag contents shall be emptied into a tray, by its owner, or owner may be asked to make all sections of bag visible to Contractor's staff. At no time is manual hand search to be conducted by means of inserting hands into the bag.
9. **After-Hours Contact.** Contractor shall provide a means for County personnel to reach its staff when they are on duty after hours or on weekends.

SECURITY GUARD MINIMUM QUALIFICATIONS

Contractor shall provide proof that all security personnel serving under this Contract are well trained and possess current security officer certification by the State of Florida. Prior to performing duties under this Contract, the Contractor shall certify that all personnel dispatched to County facilities have passed a background check, psychological and drug test, and have been fingerprinted. Personnel assigned to Courthouse security during business hours shall be required to complete training in the operation of security equipment as required.

1. **Pre-employment Check.** A comprehensive pre-employment check of each person will be conducted and maintained by the Contractor to determine suitability of employment. All costs associated with the pre-employment check will be the responsibility of the Contractor. All pre-employment records must be provided or made available for inspection by an authorized Brevard County representative or designee. The pre-employment check shall include at least the following:
 - a. Five (5) year employment background.
 - b. Fingerprinting.
 - c. FCIC/NCIC records check.
 - d. Urinalysis for detection of controlled substances.
2. **All security guards employed must meet the following minimum requirements:**
 - a. All employees must be twenty-one (21) years or older.
 - b. Criminal background investigation must reveal no criminal convictions.
 - c. Must pass the urinalysis for detection of controlled substances.
 - d. Must possess, at a minimum, a high school diploma or equivalent, (GED).
 - e. Must be a citizen of the United States, or possess the necessary authorization from the INS, pursuant to the Immigration Reform and Control Act of 1986 and regulations thereto.
 - f. Must be able to read identification badges, credentials, and labels.
 - g. Must be able to distinguish color used in visual displays or badges, specifically red, green, blue, and yellow.
 - h. Guards who perform hand-held metal detection searches of persons must be able to reach all parts of the person with a hand-held metal detection device.
 - i. Guards must be able to hear and respond to the spoken voice, audible alarms, and telephone calls in an operational setting.
 - j. Guards must be able to understand and carry out instructions in written or oral English regarding the proper performance of their position.
 - k. Guards must be able to read English-language identification badges, credentials, and labels on bottles, cans, and packages.
 - l. Guards must be able to sufficiently understand English to answer questions and give comprehensible directions in English.
 - m. Guards must be able to communicate clearly and concisely on all daily reports, incident reports, and other forms or reports associated with guard duties.

3. Each guard must be given a physical examination to determine suitability for hire prior to assignment to a Brevard County post. The Contractor shall pay for the cost of this physical examination. All personnel must meet the following physical requirements:
 - a. All employees must be well proportioned as to height and weight.
 - b. All employees must be in good health without physical disabilities that would interfere with the performance of duties.
 - c. All employees must possess binocular vision correctable to 20/30 (Snellen).
 - d. All employees must be capable of hearing ordinary conversation at fifteen (15) feet with either ear without benefit of a hearing aid.
 - e. All records of physical examinations must be made available upon request for inspection by an authorized County representative.

UNIFORMS

All security guards shall be in full and complete standard identical uniforms while on duty. Any security personnel reporting for duty in an unauthorized and unkept uniform, or who exhibits a poor personal appearance (as determined by Brevard County representative or Contractor supervisor) shall be replaced within one (1) hour by the Contractor, or a temporary replacement Contractor will be used and billed against the prime Contractor at the replacement security company's wage rate.

1. Complete uniform look (military or police type); between the hours of 7:30 AM and 6:00 PM. In Building C, Brevard County Government Center, Viera, the guard must be in professional business attire when on duty after 5 P.M. Guards will not be required to wear a tie except when requested by Brevard County representatives or during special functions.
2. All security guards must have and wear a photo identification badge with full name.
3. All uniforms must have logos identifying the individual as security personnel in accordance with Chapter 493 of the Florida Statutes.

SCHEDULES AND BREAKS

1. The Contractor will be responsible for hiring and dismissing any personnel hired to perform the work specified herein. Brevard County reserves the right to interview and approve of any personnel hired to perform security guard services prior to employment by Contractor or assignment to specific post. Brevard County also reserves the right to request the Contractor remove any employee from any facility at any time it deems necessary.
2. The Contractor will be responsible for preparing all work schedules in accordance with Brevard County site requirements and assuring that each posted shift is manned as required. Any unmanned posts filled by a Court Security person, Brevard County employee, or other Contractor will be billed against the Contractor at the substitute's wage rate. Failure to provide manning for all posted shifts as required may result in termination of contract.
3. All Contractor employees must submit an hours-worked voucher or other form of documentation to be used to verify payroll and billable hours. Each post will be billed and invoiced separately on a monthly basis and forwarded to the Brevard County Facilities Department.

4. All security guards who work continuous eight-hour shifts or longer will be guided by the Fair Labor Standards Act. All authorized breaks shall be taken in an area away from a public access area and out of the public view. Any breaks authorized by the Contractor away from the duty station shall be covered by the remaining security guards at the Contractor's expense.

QUALITY ASSURANCE

1. Each security guard is responsible for maintaining legible daily records reflecting hours of work performed. Daily records shall be maintained at each post location. Contractor supervisory staff shall maintain legible daily records reflecting hours of work performed and supervised. Supervisory staff daily records must be maintained by the Contractor using a time and location-based filing system for the period of the Contract. Supervisory staff daily records must be available to Brevard County representatives upon request.
2. Incident reports shall be generated by security guards for those events outside the normal operation of the specific site. These incident reports shall be maintained by the Contractor using a time and location-based filing system for the period of the Contract. The Contractor will be responsible for providing a monthly recap of all incident reports to Brevard County representatives or their designee. This recap shall include information including; Post locations, time of incident, nature of incident, involved parties, and resolution of incident. The monthly recap report shall be submitted by the 10th day of the month for the preceding month. In lieu of this monthly report, incident reports may be handed to the Contract Administrator the next business day after the incident. In any case, if incidents are of the nature that the Contract Administrator needs to be made aware of circumstances immediately, the Contractor shall call the Contract Administrator or other County contact, at once, or, depending on circumstances, the next business day. The Contractor shall promptly address any concerns raised by the Contract Administrator or using agency, pertaining to the administration of services under the Contract, including but not limited to the security guards provided to the using agencies, furnishing of supplies and equipment, and procedures for timely payment of personnel and subcontractors.
3. Throughout the term of the Contract, the Contractor shall keep fully informed of all federal, state, County and local laws, ordinances, codes, rules and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, affect services to be provided under the terms of the contract.

USE OF PREMISES

1. In the case of damage to Brevard County owned equipment or facilities caused by the Contractor's negligence during the performance of the work under the Contract, the Contractor shall repair, replace, or reimburse for such damage at the option of Brevard County. Security guards are not permitted to use Brevard County phones for personal calls. Any unauthorized calls made by guards that involve long distance costs will be reimbursed to Brevard County during the next pay period of the Contractor.

Security guards are not permitted to use Brevard County computer equipment or network facilities unless required as part of their specific post requirements. Any security guard found using unauthorized computer time or equipment may be removed from that post at the discretion of Brevard County representatives.



Central Services Department

2725 Judge Fran Jamieson Way
Building C, Suite 303
Viera, Florida 32940

TO: Bryan Lober, Chair, Board of County Commissioners
THRU: Frank Abbate, County Manager *[Signature]*
THUR: Matthew Wallace, Director, Public Safety Group
FROM: Craig Engelson, Manager, Medical Examiner Office
DATE: January 7, 2020
SUBJECT: Deceased Transport Contract Renewal

On January 11, 2018, Casket Gallery of Florida, Inc., was awarded a one-year contract for removal and transportation of deceased persons to the Brevard County Medical Examiner Office. The original contract was awarded for a one-year term with five one-year renewals. The first one-year renewal is set to expire on January 10, 2020 and the Medical Examiner Office intends to renew for a second one-year term.

It is requested that you execute both copies of the enclosed contract renewal for Removal and Transportation of Deceased Bodies.

Should you have any questions or concerns, please contact the Medical Examiner Office at (321) 633-1981.

call for pickup

Thank you.

Enclosures:

1. Contract Renewal Form
2. Signed AO-29 Initial Contract Form
3. Notice of Award, dated December 18, 2017
4. First Amendment to Agreement Dated January 8, 2019
5. Memorandum of Board Approval dated August 7, 2019

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**



INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Casket Gallery of Florida, Inc		
2. Fund/Account #: 0001/5340000	3. Department Name: PSG	
4. Contract Description: Deceased transport		
5. Contract Monitor: Julie McLeod	7. Contract Type:	
6. Dept/Office Director: Matthew Wallace	SERVICES	

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

COUNTY OFFICE	APPROVAL		SIGNATURE
	YES	NO	
User Agency	<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

COUNTY OFFICE	APPROVAL		SIGNATURE
	YES	NO	
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	Wallace, Matthew <small>Digitally signed by Wallace, Matthew Date: 2020.01.07 09:06:27 -05'00'</small>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt <small>Digitally signed by Lairsey, Matt Date: 2019.12.11 07:45:38 -05'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Powers, Melissa <small>Digitally signed by Powers, Melissa Date: 2019.12.26 08:46:21 -05'00'</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	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Data (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management 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"/>



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

NOTICE OF AWARD
 DATE: December 18, 2017
 BID#/TITLE: B2-18-06 / Deceased Removal & Transport

PROCUREMENT ANALYST: K. Phillips, PA II

<u>VENDOR</u>	<u>VENDOR CITY AND STATE</u>	<u>MEETS MINIMUM REQUIREMENTS</u>	<u>ITEMS AWARDED</u>	<u>ESTIMATED AWARD AMOUNT</u>
Casket Gallery of Florida, Inc. dba B&B Enterprise	Oviedo, FL	Yes	All	\$166,335.00

BOARD AWARD--AGENDA ATTACHED

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

Leslie Rothering

 Leslie Rothering, Purchasing Manager

- Award to overall lowest, most responsive bidder, minimum three responses received.
- Award to other than low, with low bid being non-responsive: (copy to Manager)

REASON FOR NON-RESPONSIVENESS:

- Award to low bid, less than three responses received:
REASON FOR LESS THAN THREE RESPONSES: 47 suppliers solicited through OnVia DemandStar, resulting in 18 planholders. Limited responses due to specialized scope and restricted vendor pool.

AWARDED BY A COMMITTEE CONSISTING OF: C. Engelson, Investigator-Medical Examiner's Office (MEO); J. Mcleod, Administrative Secretary-MEO; J. McLester, Supervisor-Procurement Services; K. Phillips, Procurement Analyst II.

FOR PURCHASING USE ONLY:

ONE TIME PURCHASE

ANNUAL BID:

EFFECTIVE DATE: 01/11/2018 ENDING DATE: 01/10/2019

RENEWAL OPTION One year with five (5) additional one (1) year optional extensions.

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.
- OTHER: Current Copy of W-9

[Handwritten signature]

CONTRACT
BETWEEN OWNER AND CONSTRUCTION MANAGER

THIS CONTRACT made the 17th day of July in the year Two Thousand Twenty between the **BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940 (hereinafter referred to as "Owner"), **Ivey's Construction, Inc.** (hereinafter referred to as "Construction Manager"), 4060 N. Courtenay Parkway, Merritt Island, Florida 32953, a company licensed to do business in the State of Florida.

ARTICLE 1

THE CONSTRUCTION TEAM AND EXTENT OF CONTRACT

The Construction Manager accepts the relationship of trust and confidence established between him and the Owner by this Contract. The Construction Manager covenants with the Owner to furnish the best skill and judgment and to cooperate with the Architect/Engineer in furthering the interests of the Owner. The Construction Manager agrees to furnish efficient business administration and superintendence and use its best efforts to complete the Project in the best and soundest way, and in the most expeditious and economical manner consistent with the interest of the Owner.

- 1.1 The Construction Team - The Construction Manager, the Owner and the Architect/Engineer, called the "Construction Team", shall work jointly during design and through final construction completion and shall be available thereafter should additional services be required. The Architect/Engineer will provide leadership during the Design Phase, with support from the Construction Manager, and the Construction Manager shall provide leadership to the Construction Team on all matters relating to construction.

The specific representatives of the Construction Team are shown in **Attachment "A"** attached.

- 1.2 Scope of Work – A general description of the Work/Project to be built/constructed/installed under this Contract (**Attachment "B"**).
- 1.3 Definitions:

Project - The Project is the total work to be performed under this Contract. The Project consists of planning, design review, permitting, construction (which includes all labor, equipment, material and supervision) and code inspection necessary to build/construct and complete the Scope of Work identified in Attachment "B" (Scope of Work).

Owner - Brevard County Board of County Commissioners, Public Works

Department - Facilities, 2725 Judge Fran Jamieson Way, Building A, 2nd Floor, Viera, Florida 32940, (321) 633-2050; facsimile (321) 633-2101. For the purposes of this contract, the Owner may also include the County Manager or the Project Director with regard to the performance of designated functions and duties specified for each under the terms and provisions of this contract.

Contract Documents - Consist of this Contract with attachments, Scope of Work, the drawings, the specifications, the GMP, any Conditions of the Contract between the Owner and the Construction Manager (General, Special, Supplementary and other conditions), permit conditions, if any, grant specifications, any addenda to the foregoing listed documents and all change orders, amendments or modifications as provided in Article 10, whether or not any of the foregoing listed documents have been attached hereto.

Permitting Authority - All applicable Federal, State, County and local agencies responsible for permitting and code inspections on projects administered by the Owner.

Construction Manager – Ivey's Construction, Inc.

Architect/Engineer – Construction Engineering Group

Project Director - The person designated by the Owner to provide direct interface with the Construction Manager with respect to the Owner's responsibilities. Tim Lawry is the designated Project Director, and George Clark is the designated Construction Coordinator.

Owner's Representatives - The Project Director and his/her supervisors and/or designees.

Estimate - The Construction Manager's latest estimate of probable Project construction cost.

Guaranteed Maximum Price (GMP) - The Guaranteed Maximum Price for the construction of the project, which shall be subject to adjustments only as provided herein. GMP includes Cost of the Work and Construction Manager's fee for Construction Phase services. The Guaranteed Maximum Price does include the cost for Owner direct purchases; however, all Owner direct purchases will be deducted in one deductive change order in accordance with **Attachment "C"** (Direct Purchasing Procedure) at the end of the project.

Substantial Completion - the point in the construction where all essential elements of the Project are sufficiently complete in conformance with the Contract, that the OWNER has both the occupancy of the Project, as evidenced by a Certificate of Occupancy issued by the governmental authority with jurisdiction and the beneficial use of the Project for its intended purpose where

only minor punch list items are required for final completion. Substantial Completion shall not be deemed to have occurred where 1) latent defects are revealed subsequent to use and occupation of the project by the OWNER or 2) where the scope of substantial defects in workmanship or materials are not readily observable or discoverable when use and occupancy of the project commenced or 3) the failure to meet grant specifications, if any.

- 1.4 Extent of Contract - This Contract for Construction Management between the Owner and the Construction Manager supersedes any prior negotiations, representations or contracts. The drawings, specifications and other descriptive documents defining the work to be included under this construction contract are identified in **Attachment "D"**. The Construction Manager shall obtain from the Owner three (3) sets of signed, sealed and dated drawings, specifications and other documents upon which the GMP is based; shall acknowledge on the face of each document of each set that it is the set upon which he based his GMP; and shall send one (1) set of the documents to the Project Director along with his GMP proposal, while keeping one (1) set for himself and returning one (1) set to the Architect/Engineer.

This Contract shall not be superseded by any provisions of the documents for construction and may be amended only by written instrument signed by both Owner and Construction Manager.

ARTICLE 2

CONSTRUCTION MANAGER'S RESPONSIBILITIES

Construction Manager shall perform all services described in this Article. The services to be provided under Paragraph 2.1 constitute the Pre-Construction Phase services. The services to be provided under Paragraph 2.2 thru 2.9 constitute the Construction Phase services. The parties acknowledge the Construction Phase shall commence before the Pre-Construction Phase is completed, and to a certain extent both phases shall proceed concurrently.

2.1 PRE-CONSTRUCTION PHASE

2.1.1 Preliminary Evaluation - Construction Manager shall provide a preliminary evaluation of Owner's program and Project budget requirements, each in terms of the other.

2.1.2 Consultation - Construction Manager will provide Design Disciplines Construction Documents Plans and Specifications review at all design milestones and a final constructability review. The review at each milestone will identify areas of omission, overlapping and identify documents to be modified in order to clarify the construction details. The review will also include the coordination and interface of the contract document's General Conditions, Special Conditions,

trade contractor bid packages and site utilization planning during construction. Reviews shall be completed and comments provided within five (5) business days. As part of the design review, Construction Manager will provide Value Engineering and construction alternatives, identifying to the Owner and Architect options for systems and components that are cost effective, ease of maintainability and efficiency to be considered.

Construction Manager, with Architect, has scheduled and attended, and will continue to jointly schedule and attend, **weekly** progress meetings (*or as determined by the Project Director or Project Manager*) with Owner and Architect. Construction Manager has and will continue to consult with Owner and Architect regarding site use and improvements, and the selection of materials, building systems and equipment. Construction Manager has provided and will continue to provide recommendations on construction feasibility; actions designated to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost including estimates of alternative designs or materials, preliminary budgets and possible economies.

- 2.1.3 Preliminary Project Schedule - Construction Manager has prepared a Preliminary Construction Schedule, a copy of which is attached as **Attachment "E"**. Construction Manager shall coordinate and integrate the Preliminary Project Schedule with the services and activities of Owner, Architect and Construction Manager. The Construction Manager shall provide current scheduling information and provide direction and coordination regarding milestones, beginning and finishing dates, responsibilities for performance and the relationships of the Construction Manager's work to the work of his subcontractors and suppliers to enable them to perform their respective tasks so that the development of construction progresses in a smooth and efficient manner in conformance with the overall Total Project Schedule. The schedule shall include all phases of construction work, material supplies, long lead procurement, approval of shop drawings, change orders in progress, schedules for change orders, and performance of testing requirements. The Construction Manager shall advise the Owner, its representatives and the Architect/Engineer of their required participation in any meeting or inspection giving each at least one (1) week notice unless such notice is made impossible by conditions beyond the Construction Manager's control. The Construction Manager shall hold jobsite meetings at least once each week with the Construction Team and at least once each week with the subcontractors and the Architect/Engineer field representatives, and Owner or more frequently as required by work progress, to review progress, discuss problems and their solutions and coordinate future work with all subcontractors.
- 2.1.4 Subcontractors and Suppliers - Construction Manager shall continue to develop subcontractor interest in the Project and shall furnish to Owner and Architect for their information a list of possible subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom

proposals will be requested for each principal portion of the Project. Owner will promptly reply in writing to Construction Manager if Owner has an objection to any such subcontractor or supplier. The receipt of such list shall not require Owner to investigate the qualifications of proposed subcontractors or suppliers, nor shall it waive the rights of Owner to later object to or reject any proposed subcontractor or supplier.

- 2.1.5 Long Lead and Owner Direct Procurement - The Construction Manager shall review the design for the purpose of identifying long lead and Owner direct procurement items (machinery, equipment, materials and supplies). When each item is identified the Construction Manager shall notify the subcontractors, the Project Director, and the Owner of the required procurement and schedule. Such information shall be included in the bid documents and made a part of all affected subcontracts. As soon as the Architect/Engineer has completed drawings and technical specifications and the Construction Manager has obtained permitting approval, the Construction Manager shall prepare Invitation for Bids. The Construction Manager shall keep informed of the progress of the respective subcontractors and/or suppliers, manufacturing or fabricating such items and notify the Project Director, Owner and Architect/Engineer of any problems or prospective delay in delivery.
- 2.1.6 Extent of Responsibility - The recommendations and advice of Construction Manager concerning design alternatives shall be subject to the review and approval of Owner and Owner's professional consultants. It is not Construction Manager's responsibility to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if Construction Manager recognizes that portions of the Drawings and Specifications are at variance therewith, Construction Manager shall promptly notify Owner and Architect in writing.
- 2.1.7 Equal Employment Opportunity and Affirmative Action - Construction Manager shall comply with applicable laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs.
- 2.1.8 Separate Contracts Planning - The Construction Manager shall review the design with the Architect/Engineer and make recommendations to the Owner and to the Architect/Engineer with respect to dividing the work in such manner as will permit the Construction Manager to take bids and award separate construction subcontracts on the current schedule while the design is being completed. The Construction Manager shall take into consideration such factors as natural and practical lines of severability, sequencing, effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and cost by overlapping design and construction that are authorized by the Owner.

2.2 CONSTRUCTION PHASE

2.2.1 Interfacing -

- (1) The Construction Manager shall take such measures as are appropriate to provide that all construction requirements will be covered in the separate subcontracts for procurement of long lead items, the separate construction subcontracts and the general conditions items performed without duplication or overlap, sequenced to maintain completion of all work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the work included in that particular separate subcontract, its schedule for start and completion and its relationship to other separate subcontractors.

- (b) Subcontractor Interfacing - The Construction Manager shall be the single point of interface with all Subcontractors for the Owner, and all of its agents and representatives, including the Architect/Engineer. The Construction Manager shall negotiate all change orders, field orders and request for proposals, with all affected Subcontractors and shall review the costs of those proposals and advise the Owner and Architect/Engineer of their validity and reasonableness, acting in the Owner's best interest prior to requesting approval of each change order from the Owner. Before any work is begun on any change order, an executed Authorization to Initiate Work form from the Owner must be issued. However, when health and safety are threatened, the Construction Manager shall act immediately to remove the threat to health and safety. The Construction Manager shall also carefully review all shop drawings and then forward the same to the Architect/Engineer for review and actions. The Architect/Engineer will transmit them back to the Construction Manager who will then issue the shop drawings to the affected Subcontractor for fabrication or revision. The Construction Manager shall maintain a suspense control system to promote expeditious handling. The Construction Manager shall request the Architect/Engineer to make interpretations of the drawings or specifications requested of the Construction Manager by the Subcontractors and shall maintain a suspense control system to promote timely response. The Construction Manager shall advise the Project Director and Architect/Engineer when timely response is not occurring on any of the above.

2.2.2 Solicitation of Bids

- (1) Without assuming responsibilities of the Architect/Engineer, the Construction Manager shall prepare Invitations for Bids (or Request For Proposals, when applicable) for all procurements of long lead times, materials and services for Subcontractor contracts and for site utilities.

- (2) As part of such preparation, the Construction Manager shall review the specifications and drawings prepared by the Architect/Engineer. Ambiguities, conflicts or lack of clarity of language, use of illegally restrictive requirements, and any other defects in the specifications or in the drawings noted by the Construction Manager shall be brought to the attention of the Project Director and Architect/Engineer in written form.
- (3) For each separate subcontractor or construction trade contract used in this project, the Construction Manager shall, unless waived by the Owner, conduct a pre-bid conference with prospective bidders, the Architect/Engineer and Project Director. In the event questions are raised which require an interpretation of the bidding documents or otherwise indicate a need for clarification or correction of the invitation, the Construction Manager shall transmit these to the Architect/Engineer and upon receiving clarification or correction in writing shall prepare an addendum to the bidding document, and issue same to all of the prospective bidders.
- (4) In accordance with Article 2.4.2 the Construction Manager shall open and review all bids and enter into contract(s) with those low bidders determined to be most qualified by the Construction Manager. The Construction Manager shall make every effort to follow the County's Pre-Qualification Ordinance 98-37 (**Attachment "F"**) for applicable subcontract trades.

2.2.3 Bonds - For those projects where the cost will exceed \$100,000.00, in accordance with the provisions of Section 255.05, Florida Statutes, the Construction Manager shall provide to the Owner, on forms furnished by the Owner (**Attachment "G" Payment & Performance Bond**), certified copies of the recorded Bond in an amount not less than the total construction cost (GMP) as defined in Article 9 and inclusive of the construction fee. *Payment and Performance Bonds shall be recorded (by the Construction Manager) in the official record of the County in which the project is located.* The Contractor must provide a copy of the bond(s) to all subcontractors and notify them of deadlines to make claims under the bonds.

2.2.4 Quality Control - The Construction Manager shall develop and maintain a program, acceptable to the Owner and Architect/Engineer, to assure quality control of the construction (*this may include personnel if approved by the Owner*). The Construction Manager shall have a qualified and competent Superintendent to supervise the work of all Subcontractors providing instructions to each when their work does not conform to the requirements of the plans and specifications and shall continue to exert influence and control over each Subcontractor to ensure that corrections are made in a timely manner so as to not affect the

efficient progress of the work. Should disagreement occur between the Construction Manager and Architect/Engineer over acceptability of work and conformance with the requirements of the specifications and plans, the Owner shall be the final judge of performance and acceptability.

2.3 Guaranteed Maximum Price (GMP) and Contract Time

2.3.1 Construction Manager acknowledges and agrees the Drawings and Specifications are sufficiently complete for Construction Manager to propose a Guaranteed Maximum Price (GMP), which is the total not to exceed sum of the Construction Manager's Fee and the Cost of the Project. Accordingly, the Guaranteed Maximum Price (GMP) is hereby established at **\$130,813.00**. *The final approved GMP spread sheet is hereby attached as **Attachment "I"** to and shall become a part of this Contract between Owner and Construction Manager.*

2.3.2 The Cost of the Work shall include Construction Manager's contingency, a sum agreed to by all parties for the Manager's use to cover costs arising from unforeseen conditions in the project. Construction Manager's contingency is hereby established as a separate line item of **\$5,000.00** within the Guaranteed Maximum Price.

2.3.3 Basis of Guaranteed Maximum Price (GMP)

The Guaranteed Maximum Price, herein established is based upon the following:

- .1 The list of the Drawings and Specifications, including all addenda thereto, and the Conditions of the Contract, which are identified in the Attachments to this Contract.
- .2 The list of clarifications and assumptions made by Construction Manager in the preparation of its Guaranteed Maximum Price proposal to supplement the information contained in the Drawings and Specifications.
- .3 The Preliminary Construction Schedule (**Attachment "E"**). As reflected in said Schedule, Construction Manager is to achieve Substantial Completion of the Work within **one hundred one (101) calendar days** from issuance of Notice to Proceed. Final Completion shall be achieved within an additional **thirty (30) calendar days**.

2.3.4 Included within the Guaranteed Maximum Price is the Construction Manager's fee. The Construction Manager's Fee is hereby established as **\$17,192.50** for services provided in this Contract. The sum of the Cost of the Project and the Construction Manager's Fee shall not exceed the Guaranteed Maximum Price. The Construction Manager's Fee shall constitute Construction Manager's total compensation for profit. All costs in excess of the final approved GMP (as reduced by Owner direct purchases, if any, in accordance with **Attachment "C"**) are the responsibility of the Construction Manager. Any savings between the

GMP (as reduced by Owner direct purchases) and the sum of the actual cost of the Project plus the Construction Manager's fee will be returned to the Owner.

2.3.5 Prior to issuance of the Construction Phase Notice to Proceed, Construction Manager shall not incur any costs to be reimbursed as part of the Cost of the Project, except as Owner may specifically authorize in writing.

2.3.6 The Guaranteed Maximum Price and date of Substantial Completion shall be subject to additions and deductions by a Change Order as provided in the Contract Documents.

2.3.7 The Guaranteed Maximum Price shall include in the Cost of the Project only those taxes which are enacted and in effect at the time the GMP was determined.

2.4 Construction Phase

2.4.1 General

2.4.1.1 The Construction Phase shall commence on the date identified in the Notice to Proceed to be issued by the Owner.

2.4.1.2 The Construction Manager shall cause all Work required by the Contract Documents to be properly completed in accordance with the terms of the Contract Documents and within the Contract Time.

2.4.1.3 Construction Manager's Staff - The Construction Manager shall maintain sufficient off-site support staff, and competent full-time staff at the Project site authorized to act on behalf of the Construction Manager and to coordinate, inspect and provide general direction of the work and progress of the subcontractors, and the Construction Manager shall provide no less than those personnel during the respective phases of construction. The Construction Manager shall not change any of those designated persons unless mutually agreed to by the Owner and Construction Manager. In such case, the Owner shall have the right of approval of the qualifications of replacement personnel. Such approval will not be reasonably withheld.

2.4.1.3.1 The Construction Manager shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the work. The superintendent shall represent the Construction Manager and all communications given to the superintendent shall be as binding as if given to the Construction Manager.

2.4.1.3.2 The superintendent shall be in attendance at the Project site not less than eight (8) hours per day, five (5) days per week, and any time work is being performed at the jobsite, unless the job is closed down due to a general

strike or conditions beyond the control of the Construction Manager or until completion or termination of the Contract. It is understood that such superintendent shall be acceptable to the Owner and the Architect and shall be the one who will be continued in that capacity for the duration of the project, unless the Owner otherwise agrees. The superintendent shall not be employed on any other project for or by Construction Manager or any other entity during the course of the work.

2.4.1.4 Lines of Authority - The Construction Manager shall establish and maintain lines of authority for its personnel, and shall provide this description/definition to the Owner and all other affected parties such as the code inspectors of the permitting authorities, the subcontractors, the Architect/Engineer and the Owner's representatives, to provide general direction of the work and progress of the various phases and subcontractors. The Owner and the Architect/Engineer may attend meetings between the Construction Manager and subcontractors, however, such attendance shall not diminish either the authority or responsibility of the Construction Manager to administer the subcontractor.

2.4.2 Administration

2.4.2.1 Those portions of the Project that Construction Manager does not customarily perform with Construction Manager's own personnel shall be performed under subcontracts or by other appropriate written contracts with Construction Manager. Construction Manager shall obtain bids from subcontractors and from suppliers of materials or equipment fabricated to a special design for the Project from the list previously reviewed and, after analyzing such bids, shall deliver such bids to the Owner and Architect for review and comment. Based upon that review and comment, Construction Manager shall then determine, subject to the reasonable objection of Architect or Owner, which bids will be accepted. Construction Manager shall not be required to contract with anyone to whom Construction Manager has reasonable objection. Notwithstanding anything herein to the contrary, Construction Manager covenants and agrees that it shall competitively bid all subcontracts. Further, with respect to all such subcontracts, Construction Manager covenants and agrees that it shall select and contract with the lowest, responsive and qualified bidder, unless otherwise consented to in writing by Owner.

2.4.2.2 Subcontracts and contracts with suppliers furnishing materials or equipment fabricated to a special design shall conform with payment provisions and shall not be awarded on the basis of cost plus a fee without prior written consent of Owner.

2.4.2.3 Construction Manager shall schedule and conduct weekly meetings at which Owner, Architect, Construction Manager and appropriate

Subcontractors can discuss the status of the Project. Construction Manager shall prepare and promptly distribute meeting minutes within two (2) business days after any such meeting is held.

2.4.2.4 Promptly after Owner's issuance of the Notice to Proceed, Construction Manager shall prepare a more detailed Project Schedule, based upon the preliminary Project Construction Schedule attached as **Attachment "E"**, including Owner's occupancy requirements. Construction Manager will submit monthly updates to the Schedule until the project is completed.

2.4.2.5 Construction Manager shall provide Monthly Written Reports to Owner on the progress of the entire Work. Construction Manager shall maintain a daily log containing a record of weather, subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as Owner may require. The log shall be available to Owner at all times.

2.5 Professional Services - Construction Manager shall not be required to provide professional services which constitute the practice of architecture or engineering, unless such services are specifically required by the Contract Documents for a portion of the Project, or unless Construction Manager has specifically agreed in writing to provide such services. In such event, Construction Manager shall cause such services to be performed by appropriately licensed professionals.

2.6 Unsafe Materials - If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered but not created or brought on the site Construction Manager shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to Owner and Architect in writing. Owner shall be responsible for obtaining the services of a licensed laboratory to verify the presence or absence of the material or substance reported by Construction Manager and, in the event such material or substance is found to be present, to verify that it has been rendered harmless.

In accordance with Florida Statute 255.40, the Owner will require that the Contractor certify (at project completion) that to the best of his/her knowledge and ability no asbestos-containing materials and/or supplies have been purchased and/or installed on this Project.

(Florida Statute 255.40 Use of asbestos in new public buildings or buildings newly constructed for lease to governmental agencies; prohibition - The use of asbestos or asbestos-based fiber materials is prohibited in any building, construction of which is commenced after September 30, 1983, which is financed with public funds or is constructed for the express purpose of being leased to any governmental entity.)

2.7 Weather Protection - The Construction Manager will be responsible to ascertain what temporary enclosures, if any, of building areas should be provided for and may be provided as a practical matter, in order to assure orderly progress of the work in periods when extreme weather conditions are likely to be experienced. All costs associated with this shall be the responsibility of the Construction Manager.

2.8 Job Site Requirements

- (1) The Construction Manager shall provide for each of the following activities as a part of the Construction Manager's Construction Phase services:
 - a. Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc. and require the same of subcontractors
 - b. Maintain a directory of companies on the Project with names, addresses, telephone numbers, emergency telephone numbers and fax numbers of key personnel.
 - c. Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.
 - d. Provide labor relations management for a harmonious, productive Project.
 - e. Provide a safety program for the Project to meet OSHA requirements. Monitor for Subcontractor compliance without relieving them of responsibilities to perform work in accordance with the best acceptable practice.
 - f. Provide a quality control program.
 - g. Miscellaneous office supplies that support the construction efforts which are consumed by his own forces.

2.9 Job Site Administration - The Construction Manager shall provide as part of the Construction Manager's Construction Phase services, administrative functions during construction, including but not limited to, the following:

- (1) Job Meetings - Hold weekly progress and coordination meetings to provide for an easy flowing Project. Implement procedures and assure timely submittals, expedite processing approvals and return of shop drawings, samples, etc. Coordinate and expedite critical ordering and delivery of materials, work sequences, inspection and testing, labor allocations, etc. Review and coordinate each Subcontractor's work. Review and implement revisions to the Schedule. Monitor and promote safety requirements.

Use the job site meeting as a tool for preplanning of work and enforcing schedules and for establishing procedures, responsibilities, and

identification of authority for all to clearly understand.

Identify party or parties responsible for follow-up on any problems, delay items or questions and document and implement the course for solution. Revisit each pending item at each subsequent meeting until resolution is achieved. Require all present to make any problems or delaying event known to those present for appropriate attention and resolution.

- (2) Shop Drawing Submittals/Approvals - Check Shop Drawings and implement procedures for submittal and transmittal to the Architect/Engineer of such drawings for action, and closely monitor their submittal and approval process. Provide copy of all correspondence to Owner. Construction Manager will provide one (1) approved Submittal or Shop Drawing to Owner.
- (3) Material and Equipment Expediting - Closely monitor material and equipment deliveries; implement inspection and follow-up procedures on commitments of all Suppliers and Subcontractors.
- (4) Payments to Subcontractor - Develop and implement a procedure for review, processing, and payment of applications by Subcontractors for progress and final payments.
- (5) Document Interpretation - Refer all questions for interpretation of the documents prepared by the Architect/Engineer to the Architect/Engineer.
- (6) Reports and Project Site Documents - Record the progress of the Project. Submit written progress reports to the Owner and the Architect/Engineer including information on the Subcontractor's work, and the percentage of completion. Keep a daily log available to the Owner, the Architect/Engineer and the Permitting Authority inspectors.
- (7) Substantial Completion - The Construction Manager shall secure the Certificate of Occupancy and notify the Owner and Architect/Engineer, in writing, that the Project will be ready for inspection to determine if it is substantially complete and ready for inspection on or after a specific date, which date shall be stated in the notice. The notice shall be given at least seven (7) calendar days in advance of said date. Inspection and testing shall take place at time(s) mutually agreeable to the Construction Manager, Architect/Engineer and Owner. The inspection will be conducted jointly between the Architect/Engineer, Owner and Construction Manager's representative. The inspection shall determine if substantial completion has been accomplished and the Architect/Engineer shall produce a Certificate of Substantial Completion (**Attachment "J"**) and a written list of unfinished Work and defective work, commonly referred to as a "Punch List", which must be finished and corrected to obtain final completion.

At the Owner's option a specific area or segment of the project may be inspected and/or determined substantially complete.

- (8) Final Completion - The Construction Manager shall notify the Architect/Engineer and Owner, in writing, that the Project will be ready for final inspection on or after a specific date, which date shall be stated in the notice. This notice shall be given at least seven (7) calendar days in advance. That inspection and any necessary testing shall be conducted in the same manner as the inspection for Substantial Completion. When the Project is finally and totally complete, including the elimination of all defects, a Certificate of Final Completion (**Attachment "K"**) will be issued by the Architect/Engineer and the Project shall be submitted to the Owner for final acceptance.

The Owner and Architect/Engineer shall conduct the inspections. The Owner may elect to have other persons of its choosing also participate in the inspections. If one or more re-inspections are required, the Construction Manager shall reimburse the Owner for all costs of re-inspection or, at the Owner's option, the costs may be deducted from payments due to the Construction Manager. The Total Project Schedule shall include these notices and inspections as activities.

The Construction Manager shall secure and transmit to the Architect/Engineer all required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings, and maintenance books as part of final completion (in triplicate) unless stated otherwise in the Project specifications.

- (9) Start-Up - With the Owner's personnel, direct the checkout of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing by the subcontractors.
- (10) Record Drawings - The Construction Manager shall monitor the progress of Work on marked-up field prints which, at Substantial Completion, shall be submitted to the Architect/Engineer who will prepare the final record drawings.
- (11) Administrative Records - The Construction Manager will maintain at the job site on a current basis, files and records such as, but not limited to the following:

Contracts and Purchase Orders
Shop Drawing Submittal/Approval Logs
Equipment Purchase/Delivery Logs
Contract Drawings and Specifications with Addenda

Cost Proposal Requests
Meeting Minutes
Lab Test Reports
Contract Changes
Material Purchase Delivery Logs
"As-Built" Marked Prints
Monthly Progress Reports
Correspondence Files
Transmittal Records
Inspection Reports
Punch Lists

The Project records shall be available at all times to the Owner and Architect/Engineer for reference or review.

(12) Owner Occupancy:

The Construction Manager shall provide services during the Construction Phase which will provide a smooth and successful Owner occupancy of the Project. The Construction Manager shall provide consultation and project management to facilitate Owner occupancy and provide transitional services to get the work, as completed by the contractors "on line" in such conditions as will satisfy Owner operational requirements.

The Construction Manager shall conduct the Construction Manager's preliminary punch list inspection and coordinate the completion of all punch list work to be done with Owner occupancy requirements in mind.

The Construction Manager shall catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey these to the Owner in such a manner as to promote their usability (in triplicate). The Construction Manager shall provide operational training, in equipment use, for building operators to a maximum of eight (8) hours.

The Construction Manager shall secure required guarantees and warranties, assembled and organized (in a binder) and deliver same, in triplicate, to the Owner in a manner that will facilitate their maximum enforcement and assure their meaningful implementation.

The Construction Manager shall continuously review "As-Built" Drawings and mark-up progress prints to provide as much accuracy as possible.

- (13) Warranty - Where any work is performed by the Construction Manager's own forces or by Subcontractors under contract with the Construction Manager, the Construction Manager shall warrant that all materials and equipment included in such Work will be new except where indicated otherwise in Contract Documents, and that such Work will be of good

quality, free from improper workmanship and defective materials and in conformance with the Drawings and Specifications. With respect to the same Work, the Construction Manager further agrees to correct all work found by the Owner to be defective in material and workmanship or not in conformance with the Drawings and Specifications for a period of one (1) year from the Date of Final Completion or as may be set forth with respect to specific warranties contained in the trade sections of the Specifications. The Construction Manager shall collect and deliver to the Owner any specific written warranties given by others as required by the Contract Documents. **Also, the Construction Manager shall conduct, jointly with the Owner and the Architect/Engineer, a warranty inspection nine (9) months after the date of Owner Occupancy. This warranty inspection will be scheduled by a representative of the Owner.**

ARTICLE 3

OWNER'S RESPONSIBILITIES

- 3.1 Owner's Information - The Owner shall provide full information regarding Owner's requirements for the Project.
- 3.2 Owner's Representative/Project Director - The Owner shall designate a representative who shall be fully acquainted with the Project and shall define the lines of Owner authority to approve Project Construction Budgets, and changes in Project. The Owner's representative shall render decisions promptly and furnish information expeditiously.
- 3.3 Architect and Engineer's Contract - The Owner shall retain an Architect/Engineer for design and to prepare construction documents for the Project. The Architect/Engineer's services, duties and responsibilities are described in the Contract between the Owner and the Architect/Engineer, a copy of which will be furnished to the Construction Manager upon request.
- 3.4 Approvals and Easements - The Owner shall pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- 3.5 Legal Services - The Owner shall furnish such legal services as may be necessary for providing the items set forth in Article 3 and such auditing services as the Owner may require.
- 3.6 Drawings and Specifications - The Owner will provide to the Construction Manager a reproducible set of all drawings and specifications reasonably necessary and ready for printing.

- 3.7 Cost of Surveys & Reports - The services, information, surveys and reports required by the above paragraphs shall be furnished with reasonable promptness in accordance with the approved schedule at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy and completeness thereof.
- 3.8 Project Fault or Defects - If the Owner becomes aware of any fault or defect in the Project or non-conformance with the drawings and specifications, the Owner shall give prompt written notice thereof to the Construction Manager and Architect/Engineer.
- 3.9 Funding - The Owner shall furnish, in accordance with the established schedule, reasonable evidence satisfactory to the Construction Manager that sufficient funds will be available and committed for the cost of each part of the Project.
- 3.10 Lines of Communication - The Owner and Architect/Engineer shall communicate with the Subcontractors or Suppliers only through the Construction Manager while such method of communication is effective in maintaining Project schedules and quality.
- 3.11 Lines of Authority - The Owner shall establish and maintain lines of authority for Owner's personnel and shall provide this definition to the Construction Manager and all other affected parties.
- 3.12 Permitting & Code Inspections - The Owner recognizes and coordinates with the Permitting Authority and expects the Construction Manager to do the same.

ARTICLE 4

PERMITTING AND INSPECTION

- 4.1 Permits, Fees and Notices - Unless otherwise provided in the Contract Documents, the Construction Manager shall secure and the Owner shall pay for any Brevard County building permit or other County permits and governmental fees and licenses necessary for proper execution of the Contract and which are legally required. Any other entity/jurisdiction permits (i.e.: City of Titusville, City of Melbourne, etc.) shall be included in the Guaranteed Maximum Price and secured and paid for by the Construction Manager. County Impact and Solid Waste fees will also be paid by the Owner. Copies of all permits shall be submitted to the Owner.
- 4.2 The Construction Manager shall comply with and give notices required by laws, ordinances, rules and regulations and lawful orders of public authorities bearing on performance of the work required for the Project.
- 4.3 It is not the Construction Manager's responsibility to ascertain that the Contract

Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Construction Manager observes that portions of the Contract Documents are at variance therewith, and such variance was not discoverable during the Construction Manager's review of these documents for the purpose of determining the GMP, the Construction Manager shall promptly notify the Architect and Owner, in writing, and necessary changes shall be accomplished by appropriate modification.

- 4.4 If the Construction Manager performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, the Construction Manager shall assume full responsibility for such Work and shall bear the attributable costs.

ARTICLE 5

SUBCONTRACTS

- 5.1 Definition - A Subcontractor is a person or organization who has a direct contract with the Construction Manager to perform any of the work. Nothing contained in the Contract Document shall create any contractual relation between the Owner or Architect/Engineer and any Subcontractor.

- 5.2 Bids/Proposals - The Construction Manager shall request and make every attempt to receive, at a minimum, three (3) bids/proposals from Subcontractors and Suppliers and will award those contracts to the most qualified and responsive low bidder after the Construction Manager and Owner have reviewed each bid/proposal and agree that the Subcontractor is qualified to perform the work.

- 5.3 Required Subcontractor and Subcontract Conditions.

- 5.3.1 Subcontractual Relations - By an appropriate written contract, the Construction Manager shall require each Subcontractor to the extent of the work to be performed by the Subcontractor, to be bound to the Construction Manager by the terms of the Contract Documents, and to assume toward the Construction Manager all the obligations and responsibilities which the Construction Manager by this Contract, assumes toward the Owner and the Architect/Engineer. Said contracts shall preserve and protect the rights of the Owner and Architect/Engineer under the Contract Documents with respect to the work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Construction Manager shall require each Subcontractor to enter into similar contracts with his Subcontractor's Subcontractor.

The Construction Manager shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Article 5.3 and identify to the

Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to his Sub-subcontractor.

- (1) Subcontractors must submit a complete pre-qualification form demonstrating their work experience, financial condition, and adherence to schedule. The Subcontractors financial condition must demonstrate that adequate fixed and liquid assets and equipment are available to properly perform the subcontract.
- (2) Workforce - The Subcontractor must agree to perform no less than fifty (50%) percent of the Project construction work utilizing its own forces.
- (3) All subcontracts shall provide:

- a. **LIMITATION OF REMEDY - NO DAMAGES FOR DELAY**
That the Subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the Owner or Architect/Engineer or attributable to the Owner or Architect/Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time.

In the event of a change in the work the Subcontractor's claim for adjustments in the contract sum are limited exclusively to its actual cost for such change, plus, no more than five percent (5%) for profit, and five percent (5%) for overhead.

The subcontract shall require the Subcontractor expressly agree that the foregoing constitute its sole and exclusive remedies for delays and changes in the work and thus eliminate any other remedies for claim for increase in the contract price, damages, loss or additional compensation.

- b. Each subcontract shall require that any claims by Subcontractor for delays or additional cost must be submitted to Construction Manager within the time and in the manner in which the Construction Manager must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

5.4 Responsibilities for Acts and Omissions - The Construction Manager shall be responsible to the Owner for the acts and omissions of its employees and agents and its Subcontractors, agents and employees, and all other persons performing any of the work or supplying materials under this contract to the Construction Manager.

ARTICLE 6

SCHEDULE, TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

6.1 At the time a Guaranteed Maximum Price (GMP) is established, as provided for in Article 7, a Project Substantial Completion Date, a Project Final Completion Date and an Owner Occupancy Date for completion of the Project in accordance with the master Project schedule, shall also be established by the Construction Team. The Construction Manager agrees to complete the construction in accordance with the agreed upon Substantial Completion Date, Final Completion Date and Owner Occupancy Date. The Construction Manager acknowledges that failure to complete the Project within the construction time set forth in the approved schedule will result in substantial damages to the Owner.

It is specifically agreed by and between the parties that the Owner may deduct a sum in the amount scheduled below from the amount of compensation to be paid the Construction Manager, Sundays and Holidays included, that the Project remains uncompleted. This amount as scheduled and agreed upon as a proper measure of liquidated damages, which the Owner will sustain per day by failure of the Construction Manager to complete the Project by the time stipulated in this Contract, is not to be construed in any sense as a penalty provision.

Project Substantial Completion	\$500 per day
Project Final Completion	\$250 per day

Liquidated Damages will be assessed for each day beyond the contracted project Substantial Completion date, until actual project Substantial Completion is achieved. From the date of Substantial Completion, the Construction Manager shall be granted thirty (30) days for completion of punch list items, associated inspections and approvals, and submission and approval of required closeout documentation, at which time Final Completion shall be obtained. Final Completion liquidated damages will be assessed for each day beyond the thirty (30) days period from actual Substantial Completion.

6.2 The date of Owner Occupancy shall occur as described in Article 2.9(7) and Article 1.3, hereinabove. Warranties called for by this Contract or by the Drawings and Specifications shall commence on the Date of Final Completion of the Project unless specified otherwise in the Project Specifications.

ARTICLE 7

GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION

7.1 The Construction Manager will establish and submit in writing a Guaranteed Maximum Price to the Owner for its approval, guaranteeing the maximum price to

the Owner, for the construction cost of the Project or designated part thereof, based on a review of the contract drawings and specifications. Such Guaranteed Maximum Price will be subject to increase or deduction for changes in the Project as provided in Article 10 and for Owner direct purchases, if any, in accordance with **Attachment "C"**. All costs in excess of the final approved GMP, as adjusted up or down in accordance with the terms of this contract, are the responsibility of the Construction Manager. Any savings between the GMP, as adjusted, and the sum of the actual cost of the Project plus the Construction Manager's fees, will be returned to the Owner. The GMP includes all taxes in the Cost of the Project which were legally enacted and in effect at the time the GMP was established.

- 7.2 Owner-Direct Purchases - In the event the Owner opts to make Owner Direct Purchases, as outlined in **Attachment "C"**, the Guaranteed Maximum Price shall be reduced by the cost of the materials plus applicable sales tax so that all sales tax savings accrue to the benefit of the project contingency. The Construction Manager shall diligently process all Owner Direct Purchase invoices for the project in order for the Owner to benefit from applicable vendor discounts. The Construction Manager will be required to submit all invoices to Owner in sufficient amount of time in order for the project to benefit from the vendor discount. All costs associated with missed discounts by the Construction Manager will be deducted from the Construction Manager's contract via deductive change order at project completion. Owner reserves the right to waive the Construction Manager's responsibility for missing discounts.
- 7.3 At the time of execution of the contract, the Construction Manager will verify the time schedule for activities and work which is adopted by the Construction Team and used to determine the Construction Manager's cost of work. Surplus funds from bids received below the applicable line items, including line items within the General Conditions₁, in the GMP will be set aside for contingency. Construction contingency funds will be used for the purpose of defraying the expenses due to unforeseen circumstances relating to construction. The Construction Manager will be required to furnish documentation evidencing expenditures charged to this contingency prior to the release of funds by the Owner. Documentation for use of the Contingency shall be determined by the Construction Team. The Architect/Owner shall verify and approve the actual costs.

If bids are received above the applicable line item in the GMP the deficiency will be taken from the contingency via an approved Authorization to Initiate Work/GMP Realignment form; however, such events shall not be cause to increase the GMP. If bids are not received for a portion of the work at or below the applicable line item amount in the GMP, the Construction Manager reserves the right to perform that portion of the work or negotiate for its performance for the specified line item lump sum amount or less.

ARTICLE 8

CONSTRUCTION MANAGER'S FEE

8.1 In consideration of the performance of the contract, the Owner agrees to pay the Construction Manager as compensation for his services fees as set forth in Subparagraphs 8.1.2 and 8.1.3. subject to the retainage specified in 8.1.1 below.

8.1.1 Construction Phase Fee - Prior to commencement of the Construction Phase, the Owner will direct the Construction Manager in writing to proceed into the Construction Phase. The Owner retains the right to review the need and effectiveness of any employee or employees assigned by the Construction Manager, should the Project Director question the need for the employee or employees. A percentage of the agreed upon Construction Phase Fee shall be paid monthly based on percentage (%) of work completed, less retainage, in accordance with subsection 12.1 below. The Construction Manager's first monthly Certificate for Payment shall be submitted no earlier than thirty (30) days following the issuance of the Notice to Proceed, and the final monthly payment shall be paid only when construction of the Project is finally completed, all original, final release of liens are received, closeout documentation has been submitted and occupancy of the Project accepted by the Owner. If construction is authorized only for a part of the Project, the fee paid shall be proportionate to the amount of work authorized by the Owner.

- (1) Adjustments in Fee - For changes in the Project as provided in Article 10, the Construction Phase fee shall be adjusted as follows:
 - (a) The Construction Manager shall be paid an additional fee subject to negotiation if the Construction Manager is placed in charge of reconstruction of an insured or uninsured loss excluding any condition that may have been caused from negligent acts by the Construction Manager, subcontractors or others for whose acts the Construction Manager is responsible.
- (2) Costs and Expenses Included in Construction Manager's Construction Phase Fee - The following are included in the Construction Manager's fee for services during the Construction Phase and are included in the GMP (See **Attachment "L"** for Allowable Costs, Overhead associated with the Construction Manager's Construction Phase Fee referenced in Article 8):
 - (a) Corporate costs including expenses and overhead and profit related to this project by the Construction Manager's principal and branch offices.
 - (b) Costs of all data processing, accounting, purchasing and associated staff which is performed at the home office.

- (c) General operating expenses incurred in the management and supervision of the project, except as expressly included in Article 9.
- (d) Salaries or other compensation of the Construction Manager's employees at his principal and branch offices.
- (e) Those services set forth in Paragraph 2.1, 2.2, 2.3 and 2.4; except as expressly included in Article 9.
- (f) Relocation expenses for Construction Manager's personnel.
- (g) Costs of all project estimating, safety, scheduling and accounting staff.

8.1.3 The Construction Manager will establish and submit in writing to the Owner for his approval a Guaranteed Maximum Price, guaranteeing the maximum price to the Owner, for the construction cost of the Project or designated part thereof, based on a review of the contract drawings and specifications. Such Guaranteed Maximum Price will be subject to modification for changes in the Project as provide in Article 10. However, the actual price paid for the Work by the Owner shall be (1) the Cost of the Project as defined in Article 9, plus the Construction Manager's fees, or (2) the GMP, whichever is less, when the Work is complete. All costs in excess of the final approved GMP are the responsibility of the Construction Manager.

ARTICLE 9

COST OF THE PROJECT

9.1 Definition - The term Cost of the Project shall mean costs reasonably and necessarily incurred in the Project during the Construction Phase for construction services and paid by the Construction Manager which are included in the Construction Phase Fee, less Owner direct purchases made in accordance with **Attachment "C"** upon completion of the Project. Such costs shall include the items set forth below in this Article, and shall also include, but are not limited to, those set forth in **Attachment "M"** - "Allowable General Conditions".

The Owner agrees to pay the Construction Manager for the Cost of the Project subject to the limits set forth in Articles 9.2 and 9.3 plus the Construction Manager's fees stipulated in Article 8, provided the total does not to exceed the GMP.

9.2 Direct Cost Items (See **Attachment "M"** - "Allowable General Conditions")

- (1) Labor wages paid for the on-site Project Superintendent directly responsible for the operation and supervision of the project, clerical and Quality Control personnel (as opposed to wages paid to management or supervisory personnel who are not part of the on-site project management) in the direct employ of the Construction Manager in the

performance of the Construction Manager's work under this Contract, acceptable salary or wage schedules and such fringe benefits, if any, as may be payable with respect thereto (labor burden not to exceed 40% for payroll and 15% for per diem).

- (2) Payments due to Subcontractors from the Construction Manager or made by the Construction Manager to Subcontractors for their work performed pursuant to contract under this Contract.
- (3) Cost of the premiums for insurance above and beyond the minimum required by Brevard County (\$1 million) and cost of premiums for bonds which the Construction Manager is required to procure by this Contract specifically for the construction of this project.
- (4) Sales, use, gross receipts or similar taxes related to allowable direct costs of the Project imposed by a governmental authority, and for which the Construction Manager is liable. No costs shall be paid by the Owner to the Construction Manager for any expenses made necessary to correct defective workmanship or to correct any work not in conformance with the Plans and Specifications or to correct any deficiency or damage caused by negligent acts by the Construction Manager.
- (5) If approved by the Owner, the Construction Manager, when qualified, may self-perform all or a portion of the work for any item listed on the estimate or GMP breakdown where it is deemed advantageous due to schedule or economic benefit for the direct cost of the work.
- (6) Legal costs reasonably and properly resulting from prosecution of the Project for the Owner, including handling claims for changes by subcontractors and vendors, subject to the following limitations:
 - (a) The Owner approved incurring such costs in advance, which approval shall not be unreasonably denied; and
 - (b) The legal costs were not incurred as result of the Construction Manager's own negligence or default.
- (7) Costs for such temporary facilities during construction, as approved by the Owner, including temporary water, heat, power, sanitary facilities, telephones, radios and computers with software.

9.3 Allowances

Within the GMP, there may be specific items which the Construction Manager and Owner have agreed to include as allowances in the estimates until such time as the cost and schedule impact of these items can be more specifically ascertained. At the time that the Costs of the Work of allowance items becomes known (either through a subcontract price or by virtue of either (A) scope of work

and cost agreed to by Construction Manager and Owner or (B) an actual buyout of the item), the GMP and Scheduled Completion Date will be adjusted (either increased or decreased) by the actual Costs of the Work and schedule impact of the item. With respect to increases and decreases to the amount of an allowance item, Construction Manager shall be entitled to the Construction Manager's fee, subject to the limits set forth in Article 8, on the adjusted amount of such allowance, and the GMP shall be adjusted by reason thereof, by Change Order. Allowances must be agreed to by both parties. Allowances included within the GMP constitute approval of said allowances at the time the Guaranteed Maximum Price is approved.

9.4 Public Records Law and Audit Requirements

In the performance of this Contract, the Construction Manager shall keep books, records and accounts of all activities related to the Contract 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 Construction Manager or provided to Construction Manager by the County in connection with the activities or services provided by Construction Manager under the terms of this contract, are public records and Construction Manager agrees to comply with any request for such public records or documents made in accordance with section 119.07 Florida Statutes.

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

The Construction Manager 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 Florida Statute Chapter 119 or as otherwise provided by law (see also County Administrative Order, AO-47).

The Construction Manager 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 Contract shall be subject to copyright by Construction Manager in the United States or any other country.

The Construction Manager shall meet all requirements for retaining public records and shall transfer, at no cost, to the Owner/County all public records in possession of the Construction Manager 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 Owner/County in a format that is compatible with the information technology systems of the Owner/County.

Failure to comply with the provisions of this Section 9.4, shall result in the Owner taking enforcement action against the Construction Manager including the cost to the Owner for gaining the Construction Manager's compliance which will include, but are not limited to, the gross hourly rate of the Owner's employee(s) contacts to the Construction Manager 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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE FACILITIES DIVISION, MARY BOWERS AT (321) 633-2050, mary.bowers@brevardfl.gov, 2725 Judge Fran Jamieson Way, Suite A207, Viera, FL 32940.

ARTICLE 10

CHANGES IN THE PROJECT

- 10.1** Change Orders - The Owner, without invalidating this Contract, may order Changes in the Project within the general scope of this Contract consisting of additions, deletions or other revisions which may cause an increase or decrease in the GMP, and/or the Construction Completion Date. All changes in the Project GMP or Construction Completion Date not covered by an authorized contingency, as described in Article 7.3 must be authorized by a written Change Order or Construction Change Directive, and signed by the Owner, Architect and Construction Manager before the change is implemented. It shall be the Owner's discretion as to whether each change order requires the A/E signature. **Maximum allowable mark-up on any change order is 5% Profit, 5% Overhead, and a 2% Bond.**
- 10.1.1** A Construction Change Directive is a change directive signed by the Project Director and the County Manager directing an addition, deletion, or

revision in the scope of work and/or schedule. The Construction Change Directive is necessary when no Contract exists among the Architect/Engineer of record, Brevard County and the Construction Manager on the dollar amount of a necessary change in the scope of work and/or an extension of time to the construction contract. The Construction Change Directive is used (1) when an unsafe, hazardous or other similar condition exists, (2) when failure to achieve prompt resolution of the change will result in a demobilization of the Construction Manager, its subcontractors and/or agents, (3) when failure to achieve prompt resolution will result in additional cost, and/or a significant delay in completing the project. A Construction Change Directive does not change the contract price or the contract time, but is evidence that the parties expect that the change will be incorporated in a subsequently issued Change Order or be covered by an authorized contingency.

10.1.2 A Change Order is a written order to the Construction Manager signed by the Owner, Architect, and Construction Manager, issued after the execution of this Contract, authorizing a change in the Project and/or an adjustment in the construction authorization, the Construction Manager's fee, or the Construction Completion date. Each adjustment in the GMP resulting from a change order shall be documented clearly to separate the amount attributable to the cost of the change in the Project from the original cost of the Project.

10.1.3 The increase or decrease in the Guaranteed Maximum Price resulting from Change Orders in the Project shall be determined by one of the following ways:

- (1) by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Architect/Engineer and Owner;
- (2) by unit prices stated in the Contract or subsequently agreed upon;
- (3) by cost as defined in Article 9 plus a mutually acceptable fixed or percentage fee; or
- (4) by the method provided in Subparagraph 10.1.4.

10.1.4 If none of the methods set forth in Clause 10.1.3 is agreed upon, the Construction Manager, provided he receives a written order signed by the Owner, shall promptly proceed with the work required by the Construction Change Directive involved. The cost of such work shall then be determined on the basis of the reasonable expenditures and savings of those performing the work attributed to the change. However, in the event a Change Order is issued under these conditions, the Architect/Engineer will establish an estimated cost of the work and the Construction Manager shall not perform any work whose cost exceeds that estimate without prior written approval by the Owner. In such case, and also under Article 10.1.3

above, the Construction Manager shall keep and present, in such forms as the Owner may prescribe, an itemized accounting together with appropriate supporting data of the increase in the Cost of the Project as outlined in Article 9. The amount of decrease in the Guaranteed Maximum Price to be allowed by the Construction Manager to the Owner for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease in the Cost of the Project and the Construction Manager's fee subject to the limits set forth in Article 7.

10.1.5 If unit prices are stated in the Contract or subsequently agreed upon and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or the Construction Manager, the applicable unit prices and Guaranteed Maximum Price shall be equitably adjusted.

10.1.6 Should the Construction Manager or his contracted subcontractors encounter:

- (1) concealed conditions in the performance of the Work below the surface of the ground; or
- (2) concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Drawings, Specifications, or Owner furnished information; or
- (3) unknown physical conditions below the surface of the ground; or
- (4) concealed or unknown conditions in an existing structure of an unusual nature;

differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, then the Guaranteed Maximum Price and the Construction Completion date shall be equitably adjusted by Change Order upon a request for Change Order in accordance with Article 10.2. and Article 11.

Upon discovery of concealed or unknown conditions, the Construction Manager shall notify the Owner and Architect/Engineer within twenty-four (24) hours of discovery, and not proceed with Work until such notice has been given and a response is issued by the Owner. The Architect/Engineer will evaluate the alleged unknown or concealed condition and, if warranted, recommend to the Owner that the GMP and schedule be increased or decreased accordingly. No claim under this Article may be made unless notice, as herein provided, is given prior to Work being performed. No equitable adjustment shall be permitted if this notice provision is not complied with.

Within ten (10) calendar days of submitting its Notice, the Construction

Manager shall submit to the Owner its Request for Change Order, which shall include a written statement of all details of the claim, including a description of the work affected. Within thirty (30) days from Notice, the Construction Manager shall submit detailed schedule impact and detailed cost analysis indicating quantities, unit prices, etc.

- 10.1.7 The Construction Manager shall review any Owner directed change and shall respond in writing within seven (7) calendar days after receipt of the proposed change (or such other reasonable time as the Owner may direct), stating the effect of the proposed change upon the Construction Manager's Work, including any increase or decrease in the contract time or price. The Construction Manager shall furnish to the Owner an itemized breakdown of the quantities and prices used in computing the change in Contract price.

The Owner and Architect/Engineer shall review the Construction Manager's proposal and respond to the Construction Manager within seven (7) calendar days of receipt. If a change to the Contract price and time for performance are agreed upon, both parties shall sign the Change Order. Changes to the Contract time and/or price shall be effective when signed by both parties. It shall be the Owner's discretion as to whether each change order requires the A/E signature.

10.2 Claims for Additional Cost or Time

All claims for additional cost or time shall be made by request for a change order submitted as provided in Article 16.

- 10.2.1 If the Construction Manager is delayed at any time in the progress of the work by any act or neglect of the Owner or the Architect or of any employee of either or by any separate Construction Manager employed by the Owner or by any changes ordered in the work by labor disputes, fire, or unusual delay in transportation, unavoidable casualties or any causes beyond the Construction Manager's control or by delay authorized by the Owner pending resolution or disputes, and such delay extends the completion date, the Substantial Completion shall be extended by Change Order for such reasonable time as the Construction Team may determine.
- 10.2.2 All change orders must indicate that the Contract Time for Completion is not changed or is either increased or decreased by a specific number of days. The previous Time for Completion and, if there is one, the new Time for Completion must be stated. The Construction Manager must provide written justification for an extension of the Time for Completion to the Architect/Engineer and to the Owner. The written justification must demonstrate an anticipated actual increase in the time required to complete the Work beyond that allowed by the Contract as adjusted by prior change orders or amendments to the Contract, not just an increase

or decrease in the time needed to complete some portion of the total Work. No increase to the Time for Completion shall be allowed unless the additional or changed Work increases the length of the critical path. Approved increases in time required to complete the Work shall be added to the Time for Completion. Decreases in time as a result of the change order shall be demonstrated by a decrease in the critical path of the Work if CPM scheduling is properly used and updated by the Construction Manager. If no CPM is used the Owner shall determine the appropriate decrease by the best means possible. Approved decreases in the time needed to complete the Work shall be deducted from the Contract completion date. The change to time and Contract price allowed by each change order shall include all time and monetary impacts of the change, whether the change order is considered alone or with all other changes during the course of the project. Failure to include a change to time and Contract price in a change order shall waive any change to the time and Contract price unless the parties mutually agree in writing to postpone a determination of the change to time and price resulting from the change order. Such a determination may be postponed not more than forty-five (45) days to give the Construction Manager an opportunity to demonstrate a change in the time and price needed to complete the Work.

Only delays which are determined to extend the critical path for the schedule for constructing the Project will result in a time extension. Neither the Owner nor the Construction Manager shall be considered to own the schedule float time.

10.3 Minor Changes in the Project (Realignment of Work)

The Owner and/or Architect/Engineer will have authority to order minor changes in the Project not involving an adjustment in the Guaranteed Maximum Price or an extension of the Construction Completion Date and not inconsistent with the intent of the Drawings and Specifications. Such changes shall be affected by written order. Documentation of changes shall be determined by the Construction Team, and included in the Project Manual. Changes shall be approved by the Project Director, Architect/Engineer. It shall be the Owner's discretion as to whether a Realignment of Work requires the A/E signature. All changes or realignments of work performed within the Guaranteed Maximum Price will not include overhead, profit or General Condition additional costs, since costs are absorbed within the Guaranteed Maximum Price (GMP).

- 10.4 In any emergency affecting the safety of persons or property, the Construction Manager shall act at his discretion, to prevent threatened damage, injury or loss. Any increase in the Guaranteed Maximum Price or extension of time claimed by the Construction Manager on account of emergency work shall be determined as provided in Article 10.

ARTICLE 11

DISCOUNTS

- 11.1 All discounts for prompt payment shall accrue to the Owner to the extent the Cost of the Project is paid directly by the Owner or from a fund made available by the Owner to the Construction Manager for such payments.

To the extent the Cost of the Project is paid with funds of the Construction Manager, all cash discounts shall accrue to the Construction Manager. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Project.

ARTICLE 12

PAYMENTS TO THE CONSTRUCTION MANAGER

- 12.1 Monthly Statements - The Construction Manager shall submit to the Owner a sworn statement along with the Certificate for Payment, showing in detail all monies paid out, cost accumulated or costs incurred on account of the Cost of the Project during the previous period and the amount of the Construction Manager's fees due as provided in Article 8. This data shall be attached to the Certificate for Payment Form shown in **Attachment "N"**, and shall include, but not be limited, to the following:

- Daily Reports;
- Updated Project Schedule;
- Daily Red line As-Builts review;
- Provide a billing report with each payment application that shows a breakdown of costs incurred by line item. This report should correspond with the amounts being charged on the Schedule of Values.
- Provide backup copies of all invoices that the County is being billed for, including vendor invoices, payments to subcontractors, cell phone statements, insurance, petty cash receipts, etc. These invoices should be coded by the line item that they correspond to on the billing report and Schedule of Values.
- Provide backup copies and documentation of all costs incurred under General Conditions.
- Provide backup copies of all payroll that details which labor amounts were paid to whom on a weekly basis.
- Provide copies of all subcontractor contracts.
* The amounts charged on the Payment Application must be accurate and correspond with the total dollar amount of backup provided by the Construction Manager.

Payment by the Owner to the Construction Manager of the statement amount shall be made in accordance with Florida Statute 218.735.

Ten percent of each payment shall be held by the OWNER as retainage until 50-percent completion of such Project, which shall be deemed to have occurred when 50% of the GMP, as increased or decreased from time to time, has been expended. At that time, the retainage shall be reduced to 5% and the Construction Manager shall be entitled to request payment or release of up to 50% of the previously withheld retainage amounts, provided the retainage is not the subject of a good faith dispute, the subject of a claim brought pursuant to s. 255.05, Florida Statutes or otherwise the subject of a claim or demand by the OWNER.

Owner may refuse to certify payment and withhold a Certificate for Payment in whole or in part, in accordance with subsection(s) above, to such extent as may be reasonably necessary to protect the Owner from loss because of:

- (1) defective work not remedied;
- (2) third party claims filed or reasonable evidence indicating probably filing of such claims;
- (3) failure of Construction Manager to make payments properly to subcontractors, consultants, or for labor, materials or equipment;
- (4) evidence that the Project cannot be completed for the unpaid balance of the GMP, as adjusted;
- (5) evidence that the Work will not be completed by the Scheduled Completion Date, as adjusted, and that the unpaid balance would not be adequate to cover the liquidated damages for the anticipated delay;
- (6) failure to carry out the Work of the Project in accordance with the Contract Documents; or

If the Owner is unwilling to certify payment in the amount of the Application for Payment submitted by the Construction Manager, Owner will provide Construction Manager with written reasons for its refusal, within three (3) calendar days. If Construction Manager and Owner cannot agree on a revised amount, Owner will, within one (1) day of the aforesaid notification, promptly issue a Certificate for Payment as to the undisputed amount with respect to which Owner concurs.

- 12.2 **Final Payment** - Final payment constituting the unpaid balance of the Cost of the Project and the Construction Manager's fee, shall be due and payable in accordance with Florida Statutes after an *acceptable* Certificate of Final Completion has been issued **and all contractual closeout obligations have been met by the Construction Manager**. Before issuance of final payment, the Construction Manager, subcontractors and agents shall submit original, sworn,

notarized statements that all payrolls, material bills, and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, Final As-Builts in AutoCad format acceptable to the Owner, have been submitted and instruction and documentation for the Owner's operating and maintenance personnel is complete.

- 12.3 Payments for Materials and Equipment - Payments will be made for material and equipment not incorporated in the work but insured, itemized, delivered and suitably stored at the site or another location subject to prior approval and acceptance by the Owner on each occasion.
- 12.4 Withholding Payments to Subcontractors - The Construction Manager shall not withhold payments to Subcontractors if such payments have been made to the Construction Manager. Should this occur for any reason, the Construction Manager shall immediately return such monies to the Owner, adjusting pay requests and project bookkeeping, as required.

ARTICLE 13

INSURANCE, INDEMNITY WAIVER OF SUBROGATION

- 13.1 (1) Indemnification - The Construction Manager agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, arising out of or resulting from the performance of the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death or personal injury, or to property damage, including loss of use resulting therefrom, (but not loss of use for which liquidated damages are assessed under the Contract) and (2) is caused in whole or in part by any negligent act or omission of the Construction Manager, any subcontractor, any of their employees and/or agents in the performance of this contract. The Construction Manager agrees that it will pay the costs of the County's legal defense, including fees of attorneys as may be selected by the County, and shall defend, satisfy, and pay any judgments which may be rendered against the County in connection with the above hold harmless contract. The Construction Manager acknowledges specific consideration has been received for this hold harmless/indemnification provision.
- (2) The Owner shall cause any other Construction Manager who may have a contract with the Owner to perform construction or installation work in the area where work will be performed under this Contract, to agree to indemnify the Owner and the Construction Manager and hold them harmless from all claims for bodily injury and property damage (other than property insured under Paragraph 13.2(3)) that may arise from the Construction Manager's operations.

Loss Deductible Clause - Brevard County Board of County Commissioners shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Construction Manager and/or Subcontractor providing such insurance.

13.2 Insurance

- (1) The Construction Manager shall not commence any construction work in connection with this Contract until the Construction Manager has obtained all of the following types of insurance and such insurance certificate(s) have been submitted to the Owner and have been approved by the Owner, nor shall the Construction Manager allow any Subcontractor to commence work on his subcontract until all insurance required of the Subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida.
 - a. Workers' Compensation and Employer's 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, vendor or supplier.
 - b. Commercial General Liability - Including but not limited to bodily injury, property damage and personal injury with limits of not less than \$1,000,000.00 combined single limit per occurrence, including products and completed operations, to include:
 1. "XCU" (Explosion, Collapse, Underground Damage) - The Construction Manager's Liability Policy shall provide "XCU" coverage.
 2. Broad Form Property Damage Coverage, Products and Completed Operations Coverage - The Construction Manager's Liability Policy shall include Broad Form Property Damage Coverage, Products and Completed Operations Coverages.
 3. Contractual Liability Work Contracts - The Construction Manager's Liability Policy shall include Contractual Liability

Coverage designed to protect the Construction Manager for contractual liabilities assumed by the Construction Manager in the performance of this Contract.

- c. Automobile Liability - Including bodily injury, property damage liability for all vehicles owned, hired, leased and non-owned with limits of not less than \$1,000,000.00 combined single limit, per accident.
- d. Performance and Payment Bonds - With limits of not less than 100% of the total construction cost of this project. Payment and Performance Bond shall be recorded in the official record of the County in which the project is located. These bonds shall remain in effect at least until one (1) year after the date when the final payment is approved. Any bonding company submitting a Bid Bond, Performance Bond or Payment Bond to Brevard County must be licensed to transact a fidelity and surety business in the State of Florida, and hold a Certificate of Authority from the Secretary of the Treasury under Act of Congress, approved by July 30, 1947 (U.S.C. 613), and approved by Brevard County. Acceptable surety companies shall be licensed to do business in Florida and shall have an A.M. Best Rating of "A-" and financial size V or higher.
- e. Builder's Risk Coverage - The Construction Manager shall take out and maintain during the life of this Contract a "Builder's Risk Policy" completed value form as a cost of the Project, issued to provide coverages on an "all risk" basis including theft. This coverage shall not be lapsed or canceled because of partial occupancy by the Owner prior to final acceptance of the Project.

The Construction Manager shall require each of his Subcontractors to procure and maintain insurance during the life of the respective subcontracts.

- (2) Certificate of Insurance - The Owner shall be furnished proof of coverage of Insurance as follows:

Certificate(s) of Insurance will be furnished to the Owner within five (5) days of Notice to Proceed. These shall be completed and signed by the authorized Resident Agent, and shall be dated and show:

- (1) The name of the insured Construction Manager, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.
- (2) The General Liability and Auto Liability certificates of insurance

shall indicate that the policies have been endorsed to cover the County as an additional insured to the extent of liability assumed by the Construction Manager under this Contract, and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

- (3) The insurance coverages enumerated above constitute the minimum requirements and shall in no way lessen or limit the liability of the Construction Manager under the terms of the Contract.

*Certificates of Insurance shall be submitted to the Owner within five (5) days of Notice to Proceed, and no work shall commence on site until all submitted Certificates of Insurance are acceptable to the Owner.

13.3 Waiver of Subrogation

- 13.3.1 The Owner and the Construction Manager waive all rights against each other, for damages caused by perils covered by insurance provided under Article 13.2 to the extent covered by such insurance except such rights as they may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all Subcontractors and their Sub-subcontractors.
- 13.3.2 The Owner and Construction Manager waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.
- 13.3.3 The Owner waives subrogation against the Construction Manager on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.
- 13.3.4 If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Owner of such policies will cause them to be so endorsed. Failure to obtain proper endorsement nullifies the waiver of subrogation.

ARTICLE 14

TERMINATION OF THE CONTRACT AND OWNER'S

RIGHT TO PERFORM CONSTRUCTION MANAGER'S OBLIGATION

- 14.1 Termination by the Construction Manager - If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Construction Manager, or if the Project should be stopped for a period of thirty (30) days by the Owner, then the Construction Manager may, upon seven (7) days written notice to the Owner, request undisputed payment for all work executed, the Construction Manager's fee earned to date, and for any proven loss sustained upon any materials, equipment, tools, construction equipment, and machinery, including reasonable profit, damages and terminal expenses incurred by the Construction Manager.
- 14.2 Owner's Right to Perform Construction Manager's Obligations and Termination by Owner for Cause -
- (1) If the Construction Manager fails to perform any of its obligations under this Contract, the Owner may, after seven (7) days written notice during which period the Construction Manager fails to perform such obligations, make good such deficiencies. The GMP, or the actual cost of the Project, whichever is less, shall be reduced by the cost to the Owner to making good such deficiencies and the Construction Manager's Construction Phase Fee shall be reduced by an amount required to manage the making good of such deficiencies.
 - (2) If the Construction Manager is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials and fails to maintain an established schedule (failure to maintain schedule shall be defined as any activity on the critical path that falls forty-five (45) days or more behind schedule) which has been adopted by the Construction Team, or if he fails to make prompt payment to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract, then the Owner may, without prejudice to any right or remedy and after giving the Construction Manager and his surety, if any, seven (7) days written notice, during which period Construction Manager fails to cure the violation, terminate the employment of the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Construction Manager, and may finish the Project by whatever method he may deem expedient. In such case, the Construction Manager shall not be entitled to receive

any further payment until the Project is finished nor shall he be relieved from his obligations assumed under Article 7. Reasonable termination expenses incurred by the Owner may be deducted from any payments left owing the Construction Manager (excluding monies owed the Construction Manager for subcontract work).

14.3 Termination by Owner for Convenience

- (1) If the Owner terminates this Contract other than pursuant to Article 14.2(2) or Article 14.3(2), he shall reimburse the Construction Manager for any unpaid cost of the Project due him under Article 9, plus that part of the unpaid balance of the Construction Phase Fee in an amount as will increase the payment on account of his fee to a sum which bears the same ratio to the Construction Phase Fee as the Cost of the Project at the time of termination bears to the Guaranteed Maximum Price, if established, otherwise to the Owner's Construction Budget. The Owner shall also pay to the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained. In case of such termination of Contract the Owner shall reimburse the Construction Manager for obligations and commitments made before notice of termination was received by the Construction Manager.
- (2) After the establishment of the Guaranteed Maximum Price or at the completion of the Construction Phase, if the final cost estimates or lack of legislative funding make the Project no longer feasible from the standpoint of the Owner, the Owner may terminate this Contract and pay the Construction Manager his proportionate fee due in accordance with Article 8.1, plus any costs incurred pursuant to Articles 9 and 10.
- (3) Any termination by Owner for cause which is later determined to be invalid shall be considered a termination by Owner for convenience.

14.4 Termination for Prohibition Against Contracting With Scrutinized Companies

- (1) The Construction Manager certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Owner may immediately terminate this Contract at its sole option if the Construction Manager or its subcontractors are found to have submitted a false certification; or if the Construction Manager, 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 Construction Manager 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. Pursuant to Section 287.135, F.S., the Owner may immediately terminate this Contract at its sole option if the Construction Manager, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Construction Manager, 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 Construction Manager agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.

(2) As required by § 287.135(5), Florida Statutes, prior to entering into an contract/contract (formal contract or purchase order in excess of \$1 million dollars to provide goods or services to Owner/Brevard County, individual with authority to execute this Contract for the Construction Manager shall file a sworn statement with the contracting officer or Purchasing Director, as applicable verifying that none of the three conditions above exist. If the Construction Manager is found to have falsified the affidavit attached as **Attachment "O"**, the County/Owner may terminate the contract.

(3) If subsequent to the submittal of the attached affidavit, the Construction Manager (1) has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; (2) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or (3) is engaged in business operations in Cuba or Syria, the County/Owner may terminate the contract.

ARTICLE 15

ASSIGNMENT AND GOVERNING LAW

- 15.1 Neither the Owner nor the Construction Manager shall assign his interest in this Contract without the written consent of the other except as to the assignment of proceeds.
- 15.2 This Contract shall be governed by the Laws of the State of Florida.
- 15.3 Venue and Attorney's Fees: 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. 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 and any trial shall be non-jury.

- 15.4 Severability: If any provision of this Contract is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired.

ARTICLE 16

NOTICE OF CLAIM: WAIVER OF REMEDIES; NO DAMAGES FOR DELAY; DISPUTE RESOLUTION

- 16.1 The Owner's liability to Construction Manager for any claims arising out of or related to the subject matter of this contract, whether in contract or tort, including, but not limited to, claims for extension of construction time, for payment by the Owner of the costs, damages or losses because of changed conditions under which the work is to be performed, or for additional work, shall be governed by the following provisions:

- (a) All claims must be submitted as a Request for Change Order in the manner as provided herein;
- (b) If the Construction Manager claims that any instructions given to him by the Architect/Engineer or by the Owner, by drawings or otherwise, involve extra Work not covered by the Contract and not discoverable with a review of the plans and specifications, then, except in emergencies endangering life or property, Construction Manager shall give the Architect/Engineer and the Owner written notice thereof before proceeding to execute the Work. Said notice shall be given promptly enough to avoid delaying the Work and in no instance later than twenty (20) calendar days after the receipt of such instructions.

The Construction Manager must submit a Notice of Claim to the Owner and to the Architect/Engineer within twenty (20) days of when the Construction Manager was or should have been aware of the occurrence of the event giving rise to the claim; and

- (c) Within ten (10) days of submitting its Notice of Claim, the Construction Manager shall submit to the Owner its Request For Change Order, which shall include a written statement of all details of the claim, including a description of the work affected. Within thirty (30) days from the Notice of Claim the Construction Manager shall submit a detailed schedule impact and detailed cost analysis indicating quantities, unit prices, etc. establishing the basis for the amount of the claim.

The Construction Manager agrees that the Owner shall not be liable for any claim that the Construction Manager fails to submit as a Request for Change Order as provided in this section.

- 16.2 After receipt of a Request for Change Order, the Owner, in consultation with the Architect/Engineer, shall deliver to the Construction Manager its written determination of the claim. As to disputed matters subject to the determination by final Owner action (not actions for breach of contract or tort) the Owner's written decision following compliance with the dispute resolution procedure set forth in sections 16.4 through 16.6 below shall be final Owner action.
- 16.3 For work the Construction Manager performs with its own forces, and in addition to the adjustments provided for in Article 8, the Construction Manager's exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or the Architect/Engineer, including claims based on breach of contract or negligence, shall be a claim submitted in compliance with Article 16.1 above, for an extension of the scheduled construction time. In the event of a change in such work that will modify the GMP, the Construction Manager's claim for adjustment in contract sum are limited exclusively to its actual costs for such changes, including costs involved in claim preparation, plus five percent (5%) overhead, five percent (5%) profit and a two percent (2%) bond in the General Conditions. The Construction Manager expressly agrees that the foregoing constitute its sole and exclusive remedies for delays and changes in such work, and eliminate any other remedies for claim for increase in the contract price, delays, changes in the work, damages, losses or additional compensation.
- 16.4 In the event of any dispute over a proposed change order or any other matter arising out of the implementation or interpretation of this contract the following dispute resolution process shall apply.
- (a) Within three (3) days after denial of a contractor's change order or contract modification request in an amount, individually or in total, less than the authorized purchasing level approved for the County Manager by the County Commission (currently at \$100,000) the contractor may submit to the County Manager or a designee with experience in the oversight of construction projects for a department or business other than the department responsible for monitoring the disputed request, documentation of the contractor's position in the dispute or disagreement. The County Manager or designee, within five (5) days after the receipt of the contractor's documentation, shall review the request and make a final determination as to whether denial was arbitrary or capricious based upon the sufficiency of the work under the terms of the contract, applicable regulations and relevant construction standards. Based upon the sufficiency and degree of completion, as well as any defects in the work and the amount reasonably required, if any, to correct or repair defective

work, the reviewer shall make the final determination as to whether a written change order or contract modification should be approved by the County Manager.

- (b) If the denied request or disputed amount exceeds the County Manager's purchasing authority, the County Manager shall present a report, recommendation and the contractor's claim and documentation, to the County Commission for a final determination within thirty (30) days after receiving the contractor's documentation for the claim. The Commission shall make its decision using the standards specified in subparagraph (a) above.

- 16.5 Within thirty (30) days after denial of a request for a change order or contract modification by the project manager or engineer involving (1) an amount in excess of the County Manager's expenditure authority or (2) for the amount the contractor claims to be due at the time the project is ready for beneficial use or occupation, the County may, at the County's option in lieu of the procedure specified in subparagraph 16.4, submit the dispute to a mediator with knowledge or experience in construction management, as agreed upon by the parties. Upon referral to a mediator, the County and contractor shall each pay half the estimated cost of the mediator, up front. Within fifteen (15) days after the date of submittal, the mediator, applying the standards set forth in subparagraph 16.4, shall investigate the dispute and submit a written recommendation for disposition of the dispute to the County Manager or a designee with the qualifications specified in subparagraph 16.4. Within fifteen (15) days after receiving the mediator's recommendation, the County Manager shall submit the recommendation to the County Commission, along with a staff report analyzing the dispute and mediator's recommendation. Based on the standards set forth in subparagraph 16.4 above, the Commission shall decide whether to grant or deny, in whole or in part, the amounts recommended by the mediator. The Commission's decision will be deemed final action on the disputed claim for the purposes of ripening the decision for judicial review. If the mediator recommends that no change order or contract modification be granted, the contractor shall reimburse the county for any amounts paid by the county to the mediator.
- 16.6 The deadlines for completing the dispute resolution process described in subparagraphs 16.4 and 16.5 may be extended by mutual agreement of the contractor and the county.

ARTICLE 17

OWNER'S RIGHT TO PERFORM CONSTRUCTION

AND TO AWARD SEPARATE CONTRACTS

- 17.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Construction Manager claims that a delay or additional cost is involved because of such action by the Owner, the Construction Manager shall make such claim as provided in this Contract.
- 17.2 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Construction Manager, who shall cooperate with them. The Construction Manager shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Construction Manager shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Construction Manager, separate contractors and the Owner until subsequently revised.
- 17.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Construction Manager under the Conditions of the Contract.
- 17.4 The Construction Manager shall afford the Owner, and separate contractors, reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with the Construction Manager, as required.
- 17.5 If part of the Construction Manager's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Construction Manager shall, prior to proceeding with that portion of the Work, promptly report to the Architect/Engineer or Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Construction Manager to report shall constitute an acknowledgment that the Owner's or separate contractors completed or partially completed construction is fit and proper to receive the Construction Manager's Work, except as to defects not then reasonably discoverable.
- 17.6 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible thereof.

- 17.7 The Construction Manager shall promptly remedy damage wrongfully caused by the Construction Manager to completed or partially completed construction or to property of the Owner or separate contractors.

ARTICLE 18

MISCELLANEOUS

- 18.1 Interest - Any monies not paid when due to either party under this contract shall not bear interest except as may be required by Section 218.70 et seq., Florida Statutes, ("The Florida Prompt Payment Act").
- 18.2 Harmony - Construction Manager is advised and hereby agrees to exert every reasonable and diligent effort to assure that all labor employed by Construction Manager and his Subcontractors for work on the Project shall work in harmony with and be compatible with all other labor being used by building and Construction Managers now or hereafter on the site of the Project.

Construction Manager further agrees that this provision will be included in all subcontracts of the Subcontractors as well as the Construction Manager's own contract; provided, however, that this provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

- 18.3 Apprentices - If the Construction Manager employs apprentices on the project, the behavior of the Construction Manager and the Owner shall be governed by the provision of Chapter 446, Florida Statutes, and by applicable standards and policies governing apprentice programs and agreements established by the Division of Labor of the State of Florida Department of Labor and Employment Security. The Construction Manager will include a provision similar to the foregoing sentence in each subcontract.
- 18.4 Minority Participation - The Construction Manager shall *diligently attempt* to award his material contracts, subcontracts and sub-subcontracts to firms having a letter of certification as a minority business from the "Office of Minority Business Assistance, Department of General Services, or any other Federal, Florida County or City certification.
- 18.5 Minority Employment Information - The Board of County Commissioners requires construction contracts, who would otherwise be required to file and EEO Form 1 Report under Federal Law (currently Federal law requires filing for employers with more than 15 employees), to submit an EEO Form 1 Report with the submission of their GMP. This requirement extends to any subcontractors who are required to submit the EEO Form 1 Report (over 15 employees) under Federal law. Failure to submit an EEO Form 1 Report with your GMP will be reason to declare your proposal "non-responsive" to the proposal requirements.

However, the information will be used for statistical purposes only and will not be used in any way as a basis to award a contract. See **Attachment "P"**.

- 18.6 Public Entity Crime Affidavit attached as **Attachment "P"**.
- 18.7 Non-Collusion Affidavit of Prime Bidder attached as **Attachment "Q"**.
- 18.8 Copyright Clause No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the Owner, under this contract shall be subject to copyright by Contractor in the United States or any other Country.
- 18.9 Employment Eligibility Verification (E-Verify)
- (a) The Construction Manager:
- (1) 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 Construction Manager during the term of this Agreement; and
- (2) shall expressly require any subcontractors performing work or providing services pursuant to this Agreement 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 Agreement; and
- (3) agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Owner consistent with the terms of the Construction Manager's enrollment in the program. This includes maintaining a copy of proof of the Construction Manager's and subcontractors' enrollment in the E-Verify Program.
- (b) Compliance with the terms of this section is made an express condition of this Contract and the Owner may treat a failure to comply as a material breach of this Agreement.
- (c) 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.
- (d) Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first written above.

ATTEST:

[Signature]
Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
COUNTY COMMISSIONERS, BREVARD
COUNTY, FL

[Signature]
Bryan Andrew Lober, Chair

As Approved by the Board on: 7/21/2020

Date Signed: July 21, 2020

Reviewed for legal form and content:

[Signature]
Christine Valliere, Assistant County
Attorney

IVEY'S CONSTRUCTION, INC.

[Signature]

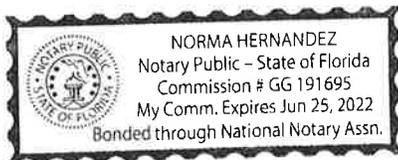
Print Name: Kevin W. Ivey

Title: President

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this July 17, 2020 by Kevin W. Ivey of Ivey's Construction, Inc., a Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

(Notary Seal)



[Signature]
Notary Public

Norma Hernandez
Name Typed, Printed or Stamped

My Commission Expires 06/25/2022

ATTACHMENT "A"

CONSTRUCTION TEAM ASSIGNED REPRESENTATIVES

Owner

Brevard County Facilities Department

Tim Lawry
George Clark
Mary Bowers
Sherry Collett

Project Director
Construction Coordinator
Support Services Manager/Contracts
Special Projects Coordinator II

Architect-Engineer

Construction Engineering Group

Construction Manager

Kevin Ivey
Steve Sergis
Steve Sergis
Steve Sergis
Taylor Mears
Jason Cummings
Mike Koons

President
Vice President/Principal-In-Charge
Vice President of Operations
Project Manager
Project Administrator
Project Superintendents
Estimator/Cost Control

ATTACHMENT "B"

PROJECT SCOPE OF WORK

Scope of work to replace the lift station at Fire Station 83

- Demolish existing lift station and controls;
- Furnish and install new lift station and controls;
- Dewatering to perform the work;
- Bypass pumping, while lift station is inactive, for change out;
- Remove existing wiring to existing to the lift station;
- Install new breaker, wiring in existing conduit, disconnect and equipment rack.-

ATTACHMENT "C"

DIRECT PURCHASING PROCEDURE CONSTRUCTION MANAGEMENT CONTRACT

INTENT: The Owner of this Project, Brevard County, Florida, intends that these procedures govern the County's direct purchases of selected materials so that the County may take advantage of its tax-exempt status. All monies which would have been payable as taxes, if not for Owner direct purchase under these procedures, will inure solely to the benefit of the Owner. The Owner's direct purchase of materials will not minimize or conflict with the Construction Manager's responsibility for the purchase, installation, coordination, storage, protection, warranty, etc. of the materials as described herein and in the plans and specifications of the Contract.

Definitions: For the purpose of these Procedures, the following words have the following definitions.

- a) Contract: Construction Management Contract by and between Construction Manager and Brevard County Board of County Commissioners, Viera, Florida for the Fire Station #83 Lift Station Replacement.
- b) County Purchased Materials: Materials purchased directly by the Owner through execution and delivery of a Purchase Order.
- c) GMP - Guaranteed Maximum Price established under the Contract.
- d) Materials: Tangible Personal Property necessary for completion of the Project.
- e) Materials Deduction Summary: Written document signed by Owner's representative and Construction Manager setting forth the amounts of County Purchased Materials, plus applicable taxes were the purchase not exempt from such taxes, as reflected in the parti previously executed deductive change order(s) to the Contract showing deduction of such Materials from the GMP.
- f) Owner: See Definition in Article I, section 1.3.
- g) Owner's Representative: See Definition in Article I, section 1.3.
- h) Project: See Definition in Article I, section 1.3.
- i) Purchase Order: The Owner's request for Materials from a particular vendor or supplier when fully executed and delivered to the Construction Manager, and the Owner's promise to pay for the Material specified upon delivery and acceptance at the Project Site, and presentation of an invoice by the Construction Manager to the Owner certifying payment of same.
- j) Material Requisition: A request by the Construction Manager to the Owner that the Owner directly purchase specific items described in sufficient detail, including quantity, grade, brand, etc., along with the vendor or material supplier and that

vendor or material supplier's quoted price for the Materials.

Overview: The Owner requires the Construction Manager (hereinafter, "Manager") to notify the Owner's Representative of Materials needed for the Project exceeding \$5,000.00 in value, through a Material Requisition form. For the purpose of these Procedures, the Manager will assign to the Owner any rights the Manager may have under quotes, contracts or commitments received from the particular vendor or supplier for the Materials described in the Material Requisition. Any Materials purchased by Owner pursuant to these Procedures shall be referred to as "County Purchased Materials", and the responsibilities of the Owner and Manager relating to such County Purchased Materials shall be governed by the terms and conditions of these Procedures, which shall take precedence over other conditions and terms of the Contract Documents where inconsistencies or conflicts exist. The invoiced amount of County Purchased Materials and applicable sales tax had the purchases not been tax exempt, once finalized through the Owner's Purchase Order and after confirmation of completed delivery and acceptance pursuant to this Procedure, will be deducted from the GMP, as defined in the Contract, by deductive change order.

Owner Direct Purchasing Requirements and Procedures: When a Materials purchase for the Project is estimated to be \$5,000 or greater and time will allow for an Owner Direct Purchase, Manager shall prepare a Material Requisition form, *(to be provided by the Owner)*, acceptable to Owner, and which specifically identifies the Materials which Owner may, in its discretion, elect to purchase directly. The Material Requisition form shall be complete when submitted, and all information requested provided. Along with the Material Requisition the Construction Manager must provide:

- a) The name, address, telephone and fax number and contact person for the material supplier;
- b) Manufacturer or brand, model or specification number of the item;
- c) Quantity needed as estimated by Manager;
- d) The price quoted by the supplier for the Materials identified therein;
- e) Any sales tax associated with such quote if it were not purchased by a tax exempt entity;
- f) Shipping and handling cost, including associated insurance;
- g) Delivery dates as established by the Manager;
- h) Subcontractor's written acknowledgment of these Procedures for Owner Direct Purchase of Materials.

After receipt of the Material Requisition, the Owner's Representative will determine whether the Owner will directly purchase the Materials described in the Material Requisition, and communicate consent or decline to purchase the materials to the Manager within twenty four (24) hours. Brevard County's Purchasing Division shall be the Owner's approving authority on Purchase Orders of County Purchased Materials. If the Owner consents to purchase the Materials, the Owner shall issue a Purchase Order for same. The Owner shall issue the original Purchase Order, and the Manager shall deliver the Purchase Order to the subcontractor. The Purchase Order shall require (1) that the supplier provide the required shipping, (2) that the supplier provide the required shipping and handling insurance, and (3) delivery of the County Purchased Materials on the delivery dates provided by the Manager in the Material Requisition.

The Manager shall be fully responsible for all matters relating to the receipt of County Purchased Materials under these Procedures, including, but not limited to, preparation of shop

drawings and submittals, verifying correct quantities, verifying documents of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss or damage to equipment and materials due to the negligence of the Manager. The Manager shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Manager for the Materials furnished. The Manager shall provide all services required for the unloading, handling and storage of Materials through installation. The Manager agrees to indemnify and hold the Owner harmless from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions of Manager.

The Manager shall insure that County Purchased Materials conform to the Specifications, and determine prior to incorporation into the Work, if such Materials are patently defective, and whether such Materials are identical to the Material ordered and match the description on the bill of lading. As County Purchased Materials are delivered to the job site, the Manager shall inspect all shipments from the suppliers, and, if in conformance with the Purchase Order, approve the vendor's invoice for materials delivered. The Manager shall assure that each delivery of County Purchased Material is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of an itemized delivery ticket, packing slip or invoice from the supplier conforming to the Purchase Order against which the purchase is made, together with such additional information as the Owner may require. The Manager will then forward the documentation to the Owner.

If the Manager discovers defective or non-conformities in County Purchased Material upon inspection, the Manager shall not use such non-conforming or defective Materials in the Work and instead shall promptly notify the Owner of the defective or non-conforming conditions and coordinate the repair or replacement of those Materials without any undue delay or interruption to the Project. All repair, maintenance or damage-repair calls shall be forwarded to the Manager for resolution with the appropriate supplier, vendor, or subcontractor. If the Manager fails to perform such inspection, the condition of which the Manager either knew or should have known by performance of an inspection, Manager shall be responsible for all damages to the County resulting from Manager's incorporation of such Materials into the Project, including liquidated or delay damages.

On a bi-weekly basis, Manager shall be required to review invoices submitted by all suppliers of County Purchased Materials delivered to the Project Site during that month and either concur or object to the Owner's issuance of payment to the suppliers, based on Manager's records of materials delivered to the site. In order to arrange for the prompt payment to the supplier, the Manager shall provide to the Owner a list indicating the acceptance of the goods or materials within fifteen (15) days of receipt of said invoice for goods or materials. The list shall reference the applicable purchase order and include a copy of the invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the Owner. Upon receipt of the appropriate documentation in duplicate, the Owner shall prepare a check drawn to the supplier based upon the receipt of data provided. This check will be delivered directly to the supplier. If any discounts are available from the supplier or vendor, they shall accrue to the benefit of the Owner, and the amount quoted by the vendor, plus applicable tax, shall be deducted from the GMP. The Manager agrees to assist the Owner to immediately obtain partial or final releases or waivers as appropriate.

Following performance of the Purchase Orders by the suppliers, and submittal of documentation confirming same to Owner with an invoice for payment by Owner, the Manager shall execute

and deliver to the Owner at the end of each month along with the Manager's regular pay requests, a Materials Deduction Summary setting forth the full value of all County Purchased Materials, plus all taxes which would have been payable on the purchase of the Materials had they not been Owner purchased. The Materials Deduction Summary shall show all sums to be deducted by an appropriate deductive change order, and ultimately the GMP, to date. The Board of County Commissioners, or their authorized representative, shall be the approving authority for the Owner on the Materials Deduction Summary for County Purchased Materials.

The Manager shall maintain records of all County Purchased Materials incorporated into the Work. These records shall be available for inspection by the Owner upon request.

Notwithstanding the delivery of County Purchased Materials to the Project Site for the Manager's inspection, custody and incorporation into the Work, the Owner shall retain legal and equitable title to any and all County Purchased Materials. The transfer of possession of County Purchased Materials from the Owner to the Manager shall constitute a bailment for the mutual benefit of the owner and the Manager solely for the purposes set forth herein. The Owner shall be considered the bailer and the Manager the bailee of the County Purchased Materials. County Purchased Materials shall be considered returned to the Owner for purposes of their bailment at such time as they are incorporated into the Project or are returned to the vendor or supplier at the discretion of the Manager prior to payment for the Purchase Order by Owner.

The Owner shall purchase and maintain Builder's Risk Insurance sufficient to protect against any loss or damage to County Purchased Materials. Such insurance shall cover the full value of any County Purchased Materials not yet incorporated into the Project from the time the Owner first takes title to any of such County Purchased Materials and the time when the last of such County Purchased Materials is incorporated into the Project, or are returned to the vendor at the Manager's discretion prior to Owner's payment for same.

The Owner shall in no way be liable for any interruption or delay in the Project, for any defects or other problems with the Project, or any extra costs or time resulting from any delay in the delivery of, or defects in, County Purchased Materials.

ATTACHMENT "D"

DRAWINGS AND SPECIFICATIONS

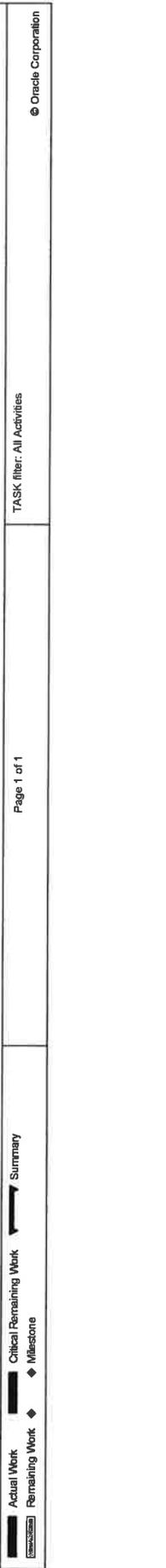
E-1	Electrical Plan and Notes
C-1	Civil Site and Utility Plan

ATTACHMENT "E"

**CONSTRUCTION MANAGER'S
PRELIMINARY CONSTRUCTION SCHEDULE**

See Attached

Activity ID	Activity Name	Original Duration	Remaining Duration	Activity % Complete	Start	Finish	Actual Start	Actual Finish
Project: 220, Station 83 Lift Station								
WBS: 220.1 General Conditions								
A1000	Notice to Proceed	10	10	100%	20-Jul-20	07-Dec-20		
A1150	Permitting Provided by Brevard Co. Fac.	20	20	100%	20-Jul-20*	14-Aug-20		
WBS: 220.2 Submittals								
A1010	Site Specific Safety and Health Plan	10	10	100%	20-Jul-20	31-Jul-20		
A1040	Lift Station	10	10	100%	20-Jul-20	31-Jul-20		
A1050	Electrical	10	10	100%	20-Jul-20	31-Jul-20		
A1320	Concrete and Rebar	10	10	100%	20-Jul-20	31-Jul-20		
WBS: 220.3 Submittal Review								
A1020	Site Specific Safety and Health Plan	10	10	100%	03-Aug-20	14-Aug-20		
A1060	Lift Station	10	10	100%	03-Aug-20	14-Aug-20		
A1070	Electrical	10	10	100%	03-Aug-20	14-Aug-20		
A1300	Concrete and Rebar	10	10	100%	03-Aug-20	14-Aug-20		
WBS: 220.4 Fabrication / Delivery								
A1080	Lift Station	40	40	100%	17-Aug-20	09-Oct-20		
A1090	Electrical Rough in Materials	20	20	100%	17-Aug-20	11-Sep-20		
A1140	Lift Station Control Panel	5	5	100%	17-Aug-20	21-Aug-20		
A1310	Concrete and Rebar	40	40	100%	17-Aug-20	09-Oct-20		
WBS: 220.5 Construction								
A1030	Mobilization	25	25	100%	25-Sep-20	28-Oct-20		
A1100	Electrical Disconnect, FM Services Shut Down & Lift Station Pump Down	3	3	100%	25-Sep-20	28-Sep-20		
A1110	Cap Existing Sanitary Service & Foremain	2	2	100%	30-Sep-20	01-Oct-20		
A1160	Remove Existing Lift Station	3	3	100%	02-Oct-20	06-Oct-20		
A1170	Remove Existing Control Panel	3	3	100%	07-Oct-20	09-Oct-20		
A1120	Rough in New Electrical	2	2	100%	07-Oct-20	08-Oct-20		
A1210	Install Concrete Bases / Rebar	2	2	100%	09-Oct-20	12-Oct-20		
A1130	Installation of New Control Panel	2	2	100%	12-Oct-20	13-Oct-20		
A1180	Install new Lift Station	4	4	100%	13-Oct-20	16-Oct-20		
A1220	New Lift Station Tie in	5	5	100%	14-Oct-20	20-Oct-20		
A1190	Lift Station Start Up	2	2	100%	19-Oct-20	20-Oct-20		
A1200	Pump Testing	1	1	100%	21-Oct-20	21-Oct-20		
A1250	Site Restoration	1	1	100%	22-Oct-20	22-Oct-20		
WBS: 220.6 Project Closeout								
A1240	Final Inspection	5	5	100%	30-Oct-20	07-Dec-20		
A1260	Substantial Completion	1	1	100%	30-Oct-20	05-Nov-20		
A1270	Punch list	5	5	100%	06-Nov-20	06-Nov-20		
A1280	Closeout Documents	15	15	100%	08-Nov-20	13-Nov-20		
A1290	Final Completion	1	1	100%	16-Nov-20	04-Dec-20		



ATTACHMENT "F"

ORDINANCE 98-37

AN ORDINANCE AMENDING CHAPTER 2 OF THE BREVARD COUNTY CODE TO CREATE ARTICLE VII, A PROCEDURE FOR PREQUALIFYING CONSTRUCTION CONTRACTORS, FOR COMPETITIVE BIDDING CRITERIA AND FOR DEBARMENT OF CONSTRUCTION CONTRACTORS AND SURETIES; PROVIDING FOR ALTERNATIVE CONSTRUCTION DELIVERY METHODS; PROVIDING FOR PREQUALIFICATION AND COMPETITIVE BIDDING CRITERIA, PROCEDURE, AND FOR A STANDARD OF PROOF; PROVIDING FOR EDITING OF THE ORDINANCE FOR INCLUSION WITHIN THE BREVARD COUNTY CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 255.20, Fla. Stat. (1997) requires that standards and procedures for determining the lowest qualified and responsive bidder or award of a construction contract under any delivery method be established if a bidder is selected for any reason other than price; and

WHEREAS, the Board has determined that it is in the public's best interest to provide such standards and procedures so that the Board may select the most qualified and responsive bidder; and

WHEREAS, the Board has determined that it is in the public's best interest to prevent construction firms and sureties who have defaulted on a previous contract with the County from future bidding on County projects through a debarment procedure;

THEREFORE, be it ordained by the Board of County Commissioners of Brevard County, Florida as follows:

Section 1: Chapter 2 of the Brevard County Code shall be amended to create Article VII as follows:

1. **DEFINITIONS:** The following words shall have these meanings throughout this article:

"AFFECTED PARTY" means an individual or business which has submitted a bid, offer, proposal, quotation, or response which is rejected, or is found unqualified under the provisions of this article, or which would be selected if a low bidder was found unqualified or nonresponsive.

"BOARD" means the Board of County Commissioners of Brevard County, Florida.

“COMMITTEE” means two or more persons designated to evaluate prequalification and responsiveness criteria. Committees established by the County Manager may be intradepartmental, or include representatives of several departments interested in the administration and success of the construction project.

“DEBARMENT” means the exclusion for cause of a vendor or contractor, or subcontractor from bidding or doing business with the County on a temporary or permanent basis.

“MINOR IRREGULARITY” means a variation from the Invitation to Bid which does not affect the price of the bid, or give the bidder an advantage or benefit not enjoyed by other bidders, or does not adversely impact the interests of the agency.

“QUALIFIED BIDDER” means an individual or business which has submitted a bid, offer, proposal, quotation, or response, which has the capability in all respects to fully perform the contract requirements, and has the financial stability, honesty, integrity, skill, business judgement, experience, facilities and reliability necessary to give reasonable assurance of good faith and performance.

“REQUEST FOR QUALIFICATION” (“RFQ”) means the process by which the County may prequalify individuals or businesses for a particular project before requesting bids for the project, thereby limiting the pool of bidders to these prequalified.

“RESPONSIVE BIDDER” means an individual or business which has submitted a bid, offer, proposal, quotation, or response, which conforms in all material respects to the solicitation, including but not limited to compliance with the submittal of specified insurance and bond requirements.

1. Any County contract for the construction or improvement of a public building, structure, or other public construction work that is estimated in accordance with general accounting principles to have construction costs of more than fifty thousand dollars (\$50,000.00) shall be competitively awarded to the lowest, qualified and responsive bidder in accordance with this article, unless the project (1) fits within exceptions set forth in s. 255.20, Fla. Stat., as amended from time to time, (2) is a contract governed by the Consultant’s Competitive Negotiation Act, or (3) is awarded under another contract delivery method authorized by this article. Nothing in this article shall be construed to require competitive award of every County construction work, nor to prohibit the Board from rejecting all bids if competitively bid, or to prevent the Board from waiving minor irregularities in any bid.
2. (a) Potential lump sum bidders responding to a request for qualifications are required to submit information required by this article and as identified in the RFQ

package. A committee identified in the RFQ package will determine whether a potential bidder is qualified and responsive as defined in this article.

(b) For projects advertised for lump sum bid without prior prequalification, the apparent low bidder, after the formal bid opening, will be required to submit the following prequalification information identified in the bid package within five (5) business days after the bid opening. Failure to provide prequalification information within this time frame may be considered as grounds for finding the apparent low bidder nonresponsive. If the apparent low bidder cannot provide adequate documents for review, or the submitted documents indicate the apparent low bidder or any subcontractors are not qualified, or if the bidder's package is determined to be nonresponsive, the Committee will reject the bidder or any of its subcontractors. In the event the bidder is found unqualified or non-responsive, the apparent second low bidder will be contacted and afforded the previous mentioned five (5) days to submit pre-qualification documents. This process will continue until the lowest qualified and responsive bidder is established. In the event that a subcontractor is found unqualified or non-responsive, the potential bidder or prime contractor will have five (5) business days to submit a substitute subcontractor for the same bid price or withdraw the original bid.

(c) In addition to lump sum contracts for construction, the Board may use the following delivery methods for construction or improvement of a public building, structure, or other public construction work: construction manager, design/build, or continuing contracts based on unit prices. The Board may also enter into continuing contracts with construction managers using the pre-qualification procedure set forth herein for potential lump sum bidders. The individual projects shall be awarded under a continuing contract using the following criteria:

Ability of professional personnel given project's special characteristics; past performance; willingness to meet time and budget requirements; location; recent, current and projected workloads of the firms available under continuing contract; volume of work previously awarded to each firm under a continuing contract provided distribution does not violate the principle of selection of the most qualified firm for the project; previous experience on County projects.

The County Manager will establish procedures for the Board to hear any affected party with a complaint or appeal as to any recommendation or finding made pursuant to this article. Any affected party's complaint or appeal must be presented, in writing, to the County Manager's office within five (5) business days of the posting of a committee's decision.

(d) At the completion of each competitively awarded County construction project, the County department which administered the construction contract shall

complete an evaluation of the contractor's performance on a form to be established by the County Manager. The department may also complete evaluations of critical subcontractors using the same form. All such records shall be copied to the party evaluated and maintained by County Purchasing. Any party evaluated may submit a written response of any length, which response shall be filed with the evaluation.

3. Potential bidders, the apparent lowest bidder, or the person providing services under any other contract delivery method, and applicable subcontractors identified in the bid or request for qualification package for any County construction project which is to be competitively awarded shall be evaluated to determine whether the bidder and its subcontractors are qualified. In evaluating qualifications, the County shall consider the following information:

- A Contractor's Pre-Qualification Statement for the prime contractor and subcontractors performing parts of work identified in the bidding documents as critical to the project's success. The Pre-Qualification Statement shall be provided on a form to be established by the County Manager;
- Most current financial statement, but not more than one (1) year old, indication of bondability, or, if project is under \$100,000, other evidence of financial capability as identified in the bid documents;
- Resumes of Contractor and Subcontractor's key personnel, including project manager and superintendent levels, showing job history, education related to work to be performed and any license, training, and experience related to the work which that individual will perform;
- List of subcontractors and suppliers, and items of work to be performed by the Contractor's own work force;
- County evaluations of the performance on County projects;
- References obtained from individuals or businesses with whom the contractor or subcontractor has performed work or conducted business;
- Any other relevant qualifications, data or information identified in the bidding documents to be critical to the success of the project.

4. The County Manager will establish committees which may debar a contractor, contractor's key personnel, contractor's surety, subcontractor and subcontractor's key personnel, or any entity which key personnel are later employed or retained by in a supervisory position, from bidding on any County project under the circumstances enumerated below. The decision to debar is

discretionary, the seriousness of the offense and all mitigating factors should be considered in making the decision to disbar. The notice of debarment shall state the time when such debarment will be lifted, if ever, and the contractor's right to appeal such debarment to the Board of County Commissioners under the Board's regular agenda. The Board reserves the power to waive or lift any committee imposed suspension or debarment.

An individual or business may be *permanently* debarred for any of the following reasons:

- Conviction or a judgment obtained in a court of competent jurisdiction for:
- Commission of a fraud or a criminal offense as an incident to obtaining, attempting to obtain, or in the performance of a public contract
- Violation of any Federal or State of Florida anti-trust or anti-racketeering statutes arising out of submission of bids or proposals;
- Commission of embezzlement, theft, forgery, bribery, falsification of or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which seriously and directly affects the question of present responsibility as a County contractor, subcontractor or vendor;
- If the conviction or judgment is reversed on appeal, the debarment shall be removed upon receipt of notification thereof.

Competent and substantial evidence of a violation of a County contract provision, as set forth below, when the violation is of a character so as to justify debarment action such as:

- Failure to perform in accordance with the specifications or delivery requirements in a contract;
- A history of failure to perform, or of unsatisfactory performance, in accordance with the terms of one or more contracts; provided, that such failure or unsatisfactory performance is within a reasonable period of time preceding the determination to debar. Failure to perform for unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered as a basis of debarment.

Upon adequate evidence, an individual or business may be *temporarily* debarred for a period up to three (3) years based upon substantial evidence of involvement in any of the causes cited in paragraph (b) above.

Section 2: Inclusion in Code: It is the intention of the Board of County Commissioners that the provisions of this ordinance shall become and be made a part of the Brevard County Code; and that the sections of this ordinance may be renumbered or relettered to accomplish such intentions.

Section 3: Severability: If any provision of this ordinance is held to be illegal or invalid,

the other provisions shall remain in full force and effect.

Section 4: Effective Date: This ordinance shall become effective upon filing as provided by law. A certified copy of the ordinance shall be filed with the Office of the Secretary of State, State of Florida within ten (10) days of enactment.

ATTACHMENT "G"

PUBLIC CONSTRUCTION BOND

(Payment and Performance)

BY THIS BOND, We _____, having its principal place of
business at _____,
() _____, herein called Principal, and _____,
having its principal place of business at _____,
() _____, a corporation as Surety, are bound to Board of County
Commissioners of Brevard County, Florida, 2725 Judge Fran Jamieson Way, Viera,
Florida, 32940, (321) 633-2000, herein called Owner, in the sum of
_____. (\$_____.00) for payment of which we
bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and
severally.

THE CONDITIONS OF THIS BOND are that if Principal:

1. Performs the contract number _____ dated _____ between
Principal and Owner for construction of (project description)
_____, the
contract being made a part of this bond by reference, at the times and in
the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section
255.05(1), Florida Statutes, supplying Principal with labor, materials, or
supplies, used directly or indirectly by Principal in the prosecution of the
work provided for in the contract; and

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

Signed and sealed this _____ day of _____, 20__.

Witness:

_____ (Principal) (Seal)

_____ Its: _____
(Title)

Witness:

_____ (Surety) (Seal)

_____ Its _____
(Title)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____ who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know the Principal, and the Principal's signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

_____(Seal)
Secretary

STATE OF FLORIDA)

ss

COUNTY OF)

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared _____ to me well known, who being by me first duly sworn upon oath, says that this individual is the Attorney-in-Fact, for the _____ and that said individual has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of Board of County Commissioners of Brevard County, Florida.

Subscribed and sworn to before me this _____ day of _____, 20____,
A.D.

(Attach Power of Attorney)

Notary Public
State of Florida-at-Large

My Commission Expires: _____

My Commission Number is: _____

ATTACHMENT "H"

reserved

ATTACHMENT "I"

**CONSTRUCTION MANAGER'S
GUARANTEED MAXIMUM PRICE**

Attached

Ivey's Construction, Inc.

4060 N. Courtenay Pkwy • Merritt Island, FL 32953 • CGC 038685 • (321) 453-3812 • FAX: 459-0398

May 12, 2020

George Clark
Brevard County Facilities
2725 Judge Fran Jamieson Way
Viera, FL 32940

Reference: Fire Station 83 Lift Station Replacement

Subject: GMP Proposal

George:

Ivey's Construction, Inc. respectfully submits the following GMP Proposal for work associated with replacing the lift station at Fire Station #83, located at 5148 Minton Road, Palm Bay. The scope was derived from drawings by CEG, titled "Brevard County Fire Station #83", dated January 23, 2020.

GMP **\$130,813.00**

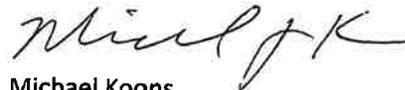
This GMP includes labor, equipment and materials to perform the following scope for the Pump Building:

- Demolish existing lift station and control panel.
- Furnish and install new lift station and control panel.
- Dewatering to perform the work.
- Bypass pumping, while lift station is inactive, for change out.
- Repairs to curb and asphalt, damaged during change out.
- Remove existing wiring to existing lift station.
- Install new breaker, wiring in existing conduit, disconnect and equipment rack.
- Temporary protection and barricades.
- Builder's Risk Insurance.
- Dumpster, port-a-let and handwash station.
- Contingency of \$5,000.
- Full time Supervision.

Exclusions:

- Material testing.
- Permitting or the cost of permitting.
- Working hours, other than normal working hours, 7:00am-3:30pm, Mon-Fri.

Thank you,
IVEY'S CONSTRUCTION, INC.



Michael Koons
Senior Estimator

Line	Division	Activity/Scope	Breakdown	Division Totals
1	01	General Requirements		\$11,325
2		Supervision	\$7,560	
3		Cell Phone	\$65	
4		Dumpster and Fees	\$450	
5		Temporary Toilet and Hand Wash	\$400	
6		Temporary Signage/Barricades	\$500	
7		Temporary Protection	\$500	
8		Certified As-builts	\$1,200	
9		Permitting	Excluded	
10		General Consumptive Use Permit	Excluded	
11		Builders Risk Insurance	\$500	
12		Small Tools	\$150	
13	16	Electrical		\$5,350
14		Electrical Scope	\$5,350	
15	32	Exterior Site Improvements		\$750
16		Site Restoration & Sodding	\$750	
17	33	Utilities		\$89,900
18		Lift Station Replacement	\$78,700	
19		Additional Dewatering, over excavation and additional backfill	\$11,200	
20	00	Contingency		\$5,000
21		Contingency	\$5,000	
22		Column Subtotals	\$112,325.00	\$112,325.00
23		CM Fee	15.31%	\$17,192.50
24		Subtotal		\$129,517.50
25		Bond	1%	\$1,295.18
26		Total GMP		\$130,813

EXHIBIT K
OVERHEAD AND PROFIT

Fire Station #83 Lift Station Replacement

	Unit	Unit Price	Est Qty	Total
Office Phone	MO	\$40	1	\$40
Office Supplies	MO	\$30	1	\$30
Postage	MO	\$10	1	\$10
Gas/Oil	MO	\$400	1	\$400
Autos/Trucks & Insurance	MO	\$850	1	\$850
Project Manager	HR	\$95	36	\$3,420
Estimating Costs	HR	\$65	6	\$390
Executive Labor	HR	\$105	0	\$0
Project Engineer	HR	\$55	8	\$440
Safety Director	HR	\$50	2	\$100
In-house Secretary	HR	\$35	8	\$280
Travel Expenditures	LS	\$0	0	\$0
Warranty Expense	LS	\$0	0	\$0
CM Fee	%	10%	\$112,325	\$11,233
			Total Fee	\$17,193
			Fee %	15.31%



PROPOSAL # 2009

Ryan Utilities

2541 Stratford Pointe
West Melbourne, FL 32904
(321) 626-6521 johnpgmnc@gmail.com

PROPOSAL	
TO: Ivey's Construction	JOB: Fire Station #83
ATTENTION: Mike Koons	ENGINEER: CEG
DATE: 5-5-2020	DATE OF PLANS: 1-23-2020

ITEM	AMOUNT
Mobilization:	\$3,500.00
Demo existing lift station and control panel. Install new lift station and control panel. Includes dewatering, by pass pumping, curb, asphalt repair, irrigation, sod, start up and punch out.	\$75,200.00
Total	\$78,700.00

Exclusions

Anything not specifically outlined in this proposal.
Electric, testing, permits and fee's.

Low Bid

I hereby accept the terms and conditions of this proposal.

Signature: _____ Date: _____

Underground Utility Contractor # CUCO53969 Class V Fire Protection Contractor # FPC16-000047

PROJECT NAME: Fire Station #83 - Palm Bay
 REVISED PROPOSAL

Date: May 1, 2020

Attn: Ivey's Construction - Mike Koons

SCOPE OF SERVICE

Description	Estimated Quantities	Unit	Unit Cost	RCM Total
A. Mobilization	1	LS		<u>\$4,500.00</u>
B. General Conditions	1	LS		<u>\$3,430.00</u>
C. Site Work				
1. Demo / remove existing lift station	<u>1</u>	LS	<u>9,500.00</u>	<u>\$9,500.00</u>
2. H-20 Ginder pac	<u>1</u>	LS	<u>48,000.00</u>	<u>\$48,000.00</u>
3. Line stop	<u>1</u>	LS	<u>15,500.00</u>	<u>\$15,500.00</u>
4. Dewatering	<u>1</u>	LS	<u>4,000.00</u>	<u>\$4,000.00</u>
5. Restoration	<u>1</u>	LS	<u>1,000.00</u>	<u>\$1,000.00</u>
6. Shoring	<u>1</u>	LS	<u>7,500.00</u>	<u>\$7,500.00</u>
Sitework Subtotal				<u>\$85,500.00</u>

BID TOTAL

\$93,430.00

2nd Low Bid

Notes:

1. No permits, fees, bonds, or testing included. Bond is available upon request at additional cost.
2. Prices are based on Work to be done in 1 mobilization. Any additional mobilizations required will be an additional charge.
3. If dewatering is required there will be an extra charge.
4. Construction layout and certified asbuilts by others.
5. Concrete flumes by others.
6. Price does not include obtaining and / or responsibility for any delays should a SJWMD consumptive use permit be required for dewatering.
7. All items affected by cost of petroleum products, fuel, base rock, steel, PVC and cement are subject to any future price escalations of said petroleum, steel, PVC & cement products.
8. Due to shortages of steel, PVC, base rock, cement and petroleum products, ABC LANDCLEARING & DEVELOPMENT, INC. WILL NOT BE RESPONSIBLE FOR JOB DELAYS OR OTHER PROBLEMS BEYOND OUR CONTROL.

Proposal also does not include:

Removal of unsuitable materials (rock, gumbo, muck, buried, contaminated soil); Certified as-builts; Rough grading defined as plus or minus 2 inches; Striping or signs; Seeding, sodding or grassing; Relocation of utilities or power poles; Tree and wetlands area fencing; Concrete root barriers; Construction layout and compacting tests; Density testing; Mitigation or littoral planting; Re-grading after Plumber or concrete foundation dug. No hauling off trash No finish grading of property.

Unless a lump sum price is to be paid for the foregoing work and is clearly so stated, it is understood and agreed that the quantities referred to above are estimates only. Payments shall be made at the stated unit prices on the actual quantities of work performed by the company as determined upon completion of the work.

If the foregoing meets with your acceptance, kindly sign and return a copy of our proposal. Upon its receipt, it is understood, the foregoing, including terms and conditions set forth on the reverse side hereof, will constitute the full and complete agreement between us.

This proposal expires thirty (30) days from the date hereof, but may be accepted at any later date at the sole option of the Company.

Accepted:

BY: _____

BY: James A. Goins, President

DATE: _____

DATE: May 1, 2020

BID PROPOSAL



DP Development of the Treasure Coast LLC

1014 S. Congress Ave.
 Palm Springs, Fl. 33406
Contact: Paul King
Phone: (484) 892-1288

Quote To: Ivey's Construction
 Courtney Pkwy.
 Merritt Island, FL
Attention: Mike Koons
Phone: (321) 453-3812
Email: mkoons@iveycon.org

Job Name: Brevard Fire House #83 Lift Station
Date of Plans: 1/23/20
Revision Date:
Proposal Date: 5/6/20

ITEM	DESCRIPTION	QUANTITY	UNIT	AMOUNT
5	General Conditions	1.00	LS	14,000.00
10	Removals / Clearing	1.00	EA	1,400.00
20	Install Line Stop	1.00	EA	14,500.00
30	Install Valves & Vault	1.00	EA	12,500.00
40	Temporary Bypass from Existing Wet Well	1.00	EA	5,485.00
50	Remove Existing Valve Box and Panel	1.00	EA	4,260.00
60	Install Fiberglass Lift Station and Control Panel	1.00	EA	48,700.00
70	Reroute Laterals to New Wet Well	1.00	EA	9,895.00
80	Demo Existing Wet Well	1.00	EA	4,700.00
GRAND TOTAL				\$115,440.00

3rd Low Bid

NOTES:

Plans by: Construction Engineering Group

- Client shall provide "POTABLE" water source at project at "no charge", Including meter Install and Fees.
- Client to provide adequate staging area on site for DP Development use during construction.
- Permits, licenses, impact, or other similar fees are excluded. (If required: fees are reimbursed @ fee + 10% administration fee).
- All materials and workmanship is warranted for (1) year from the date of completion.
- Restoration and/or additional work beyond line items of this specific proposal that the Client, Engineer or Municipality requires will be subsequently billed in addition to this proposal.
- All Maintenance of traffic is NOT included.
- All material and density testing, engineering inspections including QC, is the responsibility of the client.
- DP Development (DP) is not responsible for design surface flows with less than 1% fall.
- Quote is valid for 30 days from the above date.
- DP schedule is under a typical 40 HR week M-F. No escalation, overtime, or downtime is included and shall be considered extra should project be accelerated, escalated, or delayed due to no fault of DP. Examples shall include, but not be limited to; adverse weather, strikes, material shortages,

- owner, client constraints, force majeure, or other factors reasonably beyond DP control.
11. This is a unit price proposal. Scope includes only the items specifically listed within the breakdown of line items attached within this proposal.
 12. Fuel rates & material supplies are based upon current market rates of date proposal is offered. We reserve rights to additional compensation should market conditions beyond DP Development's reasonable control exceeds 10% of the current bid condition as proposed.
 13. Project is bid as (1) mobilization. Additional mobilizations or delays to construction beyond DP's control are considered extra and shall be negotiated at that time.
 14. Bond is not included in the above prices.
 15. This proposal must be incorporated into any agreement made for the project.
 16. Payment due net 15 days from invoice.
 17. No restoration to Curb or Asphalt.



EC13008627

April 21, 2020

Page 1 of 2

Project: BC FIRE STATION 83 LIFT STATION REPLACEMENT Quote #20-171

Randall Electrical Contractors, Inc. has compiled a complete and accurate proposal for the above referenced project. Our scope of work covers all labor and materials necessary to provide a complete electrical installation. To assist with your evaluation of our proposal, we have included the following clarifications. If we have excluded an item that you feel should be included in our scope, please let us know and we will be happy to have it added. Thank you for the opportunity to provide you and your company with a proposal and good luck with the bid.

Our bid is prepared in complete compliance with the following specifications, drawings, addendum's, and work specifically stated in the following scope.

Specification Section: E1

Drawings: E1

Addendum(s): NONE

Included:

- Applicable sales tax.
- Electrical Permit. Fees by GC.
- Clean up to a designated, central on-site location.
- One-year warranty on labor and materials, other than lamps, fuses, or other consumable products.
- Demo existing wiring. Retain conduit for re-use.
- Provide and install new 40A 2P breaker as shown.
- Provide and install new wiring from Panel B to lift station in existing conduit as shown.
- Provide and install new galvanized equipment rack as shown on C2.
- Provide and install new N3R disconnect on equipment rack as shown.
- Provide and install (3) 2" rigid conduits with seal offs from control panel to wet well as shown.
- Install control on equipment rack. Control panel is provided by others.



EC13008627

April 21, 2020

Page 2 of 2

Excluded:

- All fees to bring either temporary or permanent utilities to site.
- Housekeeping pads
- Dewatering, stump, or rock removal.
- Painting - including conduit, boxes, enclosures, etc...
- All motors and motor settings.
- HVAC/building management controls, terminations, wire, or conduit (If Required).
- Cutting, patching, or sealing roof, walls, concrete slab or parking areas.
- Payment and performance bond. (A bond can be provided at additional cost.)
- Restoration of sidewalks, paved areas, and walls.
- Provisions for prevailing wage or Davis Bacon Act.
- Temporary power and hookups for trailers or offices.
- Surveying
- Underground Utilities Locator Service
- Seeding or sodding.
- Trash removal – We will place our trash in GCs dumpster.
- Permit Fees
- Lift Station Control Panel.
- Lift Station pump wire and control wire terminations.

Clarifications:

- All work is to be performed during normal hours. (Mon.-Fri. 7:00 A.M. - 3:30 P.M.)
- Acceptance of this proposal shall be within thirty (30) days of bid opening.

Base Bid

\$ 5,350

Respectfully:

Brian Trumble

Low Bid



04/20/2020
Ivey's Construction
Attn. Mike Koons

Re: Brevard County Fire Station 83

Price for electrical work per plans.

Total labor and material.....\$7,590.00*

2nd Low Bid

Notes

Price includes nema 4x disconnect

Price includes seal offs and chico sealant

Price includes using galvanized rigid posts and galvanized strut

Price includes sched 80 pvc from lift station to control box

Price includes mounting customer supplied control box

Price does not include the connections to the lift station (supplied by others

Price does not include any permit fees.

Price does not include cutting or patching any existing concrete or asphalt.

Price does not include Davis Bacon wages or overtime.

Pump control panel to be supplied by others.

Kurt Marcello

ATTACHMENT "J"

CERTIFICATE OF SUBSTANTIAL COMPLETION

Attached

CERTIFICATE OF SUBSTANTIAL COMPLETION

AIA DOCUMENT G704

- Owner
- Architect
- Contractor
- Field
- Other

PROJECT:
*BCA Office Renovation
Merritt Island Service Center*

PROJECT NO: PO# 4500105520

CONTRACT FOR: \$58,396.16
CONTRACT DATE: 1/27/2020

TO OWNER:
Brevard County Board of County Commissioners
Facilities Department/Facilities Engineering & Construction
2725 Judge Fran Jamieson Way, Building "A"
Viera, Florida 32940

TO CONTRACTOR:
Heard Construction Inc.

DATE OF ISSUANCE:

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The work performed under this contract has been reviewed and found, to the Architect=s best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

In accordance with Florida Statute 255.40, the Owner requires that the Contractor certify that to the best of his/her knowledge and ability no asbestos-containing materials and/or supplies have been purchased and/or installed on this Project. By signing below, the Contractor acknowledges this.

The date of Substantial Completion of the Project or portion thereof designated above is hereby established as _____

which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Engineer By _____ Date _____

The Contractor will complete or correct the Work on the list of items attached hereto within _____ days from the above date of Substantial Completion.

Contractor By _____ Date _____

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at 8:00 a.m. (time) on June 25, 2004 (date).

Brevard County B.O.C.C.
Facilities Engineering & Construction
Owner By _____ Date _____

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note B Owner=s and Contractor=s legal and insurance counsel should determine and review insurance requirements and coverage.)

ATTACHMENT "K"

CERTIFICATE OF FINAL COMPLETION

PROJECT NO. & TITLE:

ARCHITECT:

CONTRACT DATE:

CONTRACTOR:

DATE OF FINAL COMPLETION:

CERTIFICATE OF ARCHITECT/ENGINEER

Based on my inspections and investigation of the Contractor's work under the above referenced contract, I certify that the work, in general, has been completed in accordance with the contract documents, that all matters previously brought to the Contractor's attention as incomplete or defective have been resolved pursuant to my direction, and that the Contractor has submitted the attached sworn affidavit as evidence that the Contractor has paid all labor, materials, and other charges against the project in accordance with the terms of the Contract.

A/E Firm Name: _____

By: _____

TO BE COMPLETED BY ARCHITECT/ENGINEER:

DATE:

DAYS:

THROUGH THE SUBSTANTIAL COMPLETION PHASE

1. Notice to Proceed (N.T.P.)
2. Time Specified in Original Contract for Substantial Completion (S.C.)
3. Extension Granted By Change Orders (Days Between Original Contract S.C. and Final Contract S.C.)
4. Total Days Allowable to Substantial Completion (Add Lines 2 and 3)
5. Project Substantially Completed as Certified by A/E (Total Days from NTP through Date Certified by A/E)
6. Substantial Completion Overrun (Subtract Line 4 from 5 and Enter Overrun)

THROUGH THE FINAL COMPLETION PHASE

1. Time Specified in Contract, Between Substantial and Final Completion
2. Extensions Granted by Change Orders (Days Between S.C. and Final Completion)
3. Total Days Allowable Between Substantial Completion and Final Completion (Add Lines 1 and 2)
4. Date Actually Completed and Total Days Between and Date Certified by A/E as Actually being Finally Completed).
5. Final Completion Overrun (Subtract Line)

Architect: _____ Date: _____

Project Manager: _____ Date: _____

Facilities Construction Manager: _____ Date: _____

ATTACHMENT "L"

ALLOWABLE COSTS, OVERHEAD

DESCRIPTION	EST QUANTITY	UNITS	UNIT COST	BUDGET VALUE	QUANTITY TO DATE	QUANTITY TO COMP
OFFICE PHONES						
OFFICE SUPPLIES						
POSTAGE						
GAS/OIL/LUBRICATION						
AUTOMOBILES/TRUCKS						
PROJECT MANAGER						
ESTIMATING COSTS						
EXECUTIVE LABOR COST						
ASST PROJECT MANAGER						
IN HOUSE SECRETARY						
TRAVEL						
EXPENDITURES						
WARRANTY EXPENSE						

ATTACHMENT "M"
(Direct Cost Items)
GENERAL CONDITIONS

SUPERINTENDENT
JOB SITE SECRETARY/CLERK
QUALITY CONTROL
SURVEY
PERMITS
IMPACT/CONNECTION FEES
CONSTRUCTION DRAWINGS/SPECS
PROGRESS PHOTOGRAPHS *(IF REQUESTED BY THE OWNER)*
JOB SITE SIGN *(IF REQUESTED BY THE OWNER)*
SPECIAL SECURITY *(IF REQUESTED BY THE OWNER)*
PAYMENT & PERFORMANCE BONDS
BUILDERS RISK INSURANCE
JOBSITE TRAILER AND SUPPORT *(IF REQUESTED BY THE OWNER)*
TEMPORARY UTILITIES *(AS APPROVED BY THE OWNER)*
TEMPORARY JOBSITE FENCING *(INITIAL INSTALLATION ONLY)*
TRASH REMOVAL/DUMP FEES, AND RECYCLING *(AS APPROVED BY THE OWNER)*

ATTACHMENT "N"

CERTIFICATE FOR PAYMENT

Attached

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE ONE OF PAGES

TO (OWNER):

PROJECT:

APPLICATION NO:

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM (CONTRACTOR):

VIA (ARCHITECT):

PERIOD TO:

ARCHITECT'S

PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number	Date Approved		
TOTALS			
Net change by Change Orders			

1. ORIGINAL CONTRACT SUM \$
2. Net change by Change Orders \$
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$
4. TOTAL COMPLETED & STORED TO DATE \$
(Column G on G703)

5. RETAINAGE:
 - a. — % of Completed Work \$
(Column D + E on G703)
 - b. — % of Stored Material \$
(Column F on G703)

Total Retainage (Line 5a + 5b or Total in Column I of G703) \$

6. TOTAL EARNED LESS RETAINAGE \$
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$
8. CURRENT PAYMENT DUE \$
9. BALANCE TO FINISH, PLUS RETAINAGE \$
(Line 3 less Line 6)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

State of: _____ County of: _____
 Subscribed and sworn to before me this _____ day of _____, 19____
 Notary Public:
 My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$
 (Attach explanation if amount certified differs from the amount applied for.)
 ARCHITECT:

By: _____ Date: _____
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side) PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					

ATTACHMENT "O"

VENDOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Pursuant to § 287.135(2), Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of \$1 million or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company: (1) is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; (2) is 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; or (3) is engaged in business operations in Cuba or Syria.

If the bidder or contractor is found to have falsified the attached affidavit, the Board of County Commissioners of Brevard County may terminate the contract or reject the bid.

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared Kevin W. Wey, who, being by me first duly sworn, made the following statement:

1. The Business address of Wey's Construction, Inc. (name of bidder or contractor) is 4160 N. Courtenay Pkwy., Merritt Island, FL 32953
2. My relationship to Wey's Construction, Inc. (name of bidder or contractor) is President (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. _____ (name of the bidder or 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. _____ (name of the bidder or 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. _____ (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.



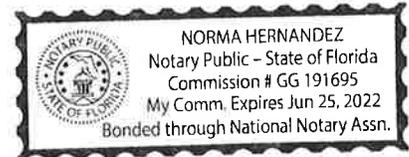
Signature

Sworn to and subscribed before me in the state and county first mentioned above on the 17th day of July, 2020.



Notary Public

(affix seal)



My commission expires: 06/25/2022

ATTACHMENT "P"

MINORITY EMPLOYMENT INFORMATION

The Board of County Commissioners requires construction contracts, who would otherwise be required to file and EEO Form 1 Report under Federal Law (currently Federal law requires filing for employers with more than 15 employees), to submit an EEO Form 1 Report with the submission of their GMP. This requirement extends to any subcontractors who are required to submit the EEO Form 1 Report (over 15 employees) under Federal law. Failure to submit an Acknowledgment and/or EEO Form 1 Report with your GMP will be reason to declare your proposal "non-responsive" to the proposal requirements. However, the information will be used for statistical purposes only and will not be used in any way as a basis to award a contract.

Please fill out and sign one (1) of the following statements:

1. My Company or subcontractors are required to submit the EEO Form 1 Report and they are attached.

Company Name: _____
Signature: _____ Date: _____

2. My Company or subcontractors are not required to submit the EEO Form 1 Report.

Company Name: WEY'S CONSTRUCTION, INC.
Signature: [Signature] Date: 7/17/2020

PUBLIC ENTITY CRIME ACKNOWLEDGMENT

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/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two (\$15,000) for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

Company Name: _____
Printed Name _____ Signature _____

ATTACHMENT "Q"

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida
County of Brevard

Kevin W. Wey, being duly sworn, deposes and says that:

- (1) Affiant is PRESIDENT of Wey's Construction, Inc., the Bidder that has submitted a bid/quote/proposal;
- (2) Affiant is fully informed respecting the preparation and contents of the bid/quote/proposal and of all pertinent circumstances respecting such bid/quote/proposal;
- (3) Such bid/quote/proposal is genuine and is not a collusive or sham bid/quote/proposal;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid/quote/proposal in connection with the Contract for which the bid/quote/proposal has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by Contract, or has in any manner, directly or indirectly, sought by the contract or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the bid/quote/proposal or of any other Bidder, or to fix any overhead, profit or cost element of the bid/quote/proposal price or the bid/quote/proposal price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of County Commissioners of Brevard County, Florida, or any person interested in the Contract; and
- (5) The price or prices negotiated for the bid/quote/proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

[Handwritten Signature]

Signature

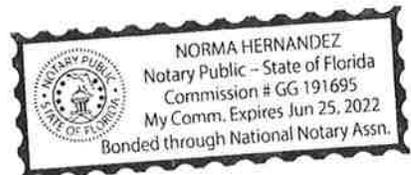
PRESIDENT

Title

Subscribed and sworn to before me this 17th day of July, 2020.

Norma Hernandez, Notary Public

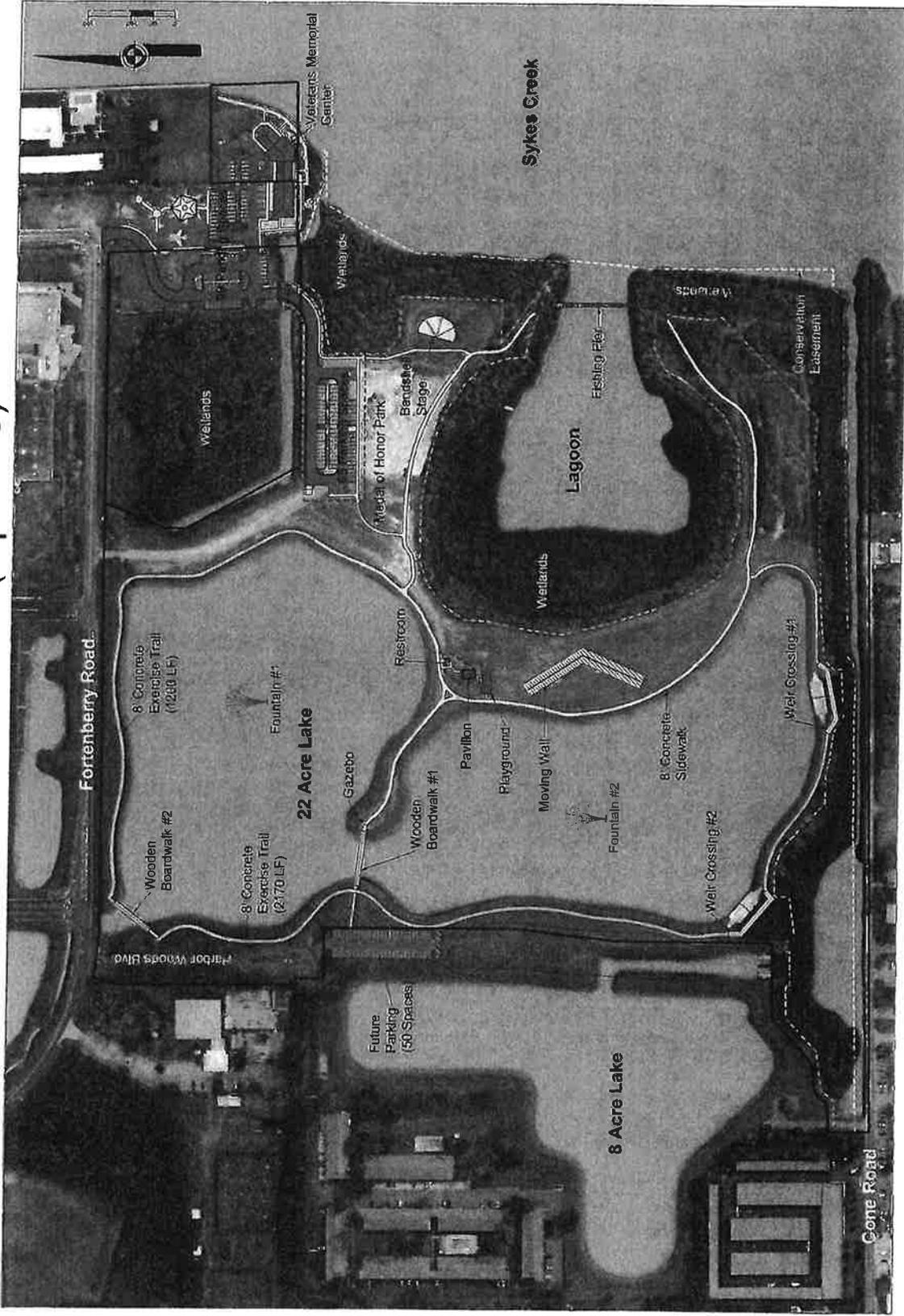
My Commission expires: 06/25/2022



Merritt Island Downtown Redevelopment Project**Approved Items**

Project Rank	Item Description	Cost
1	Phase 2 Concrete Exercise Trail (3370 LF)	\$175,000
2	Site Lighting / Electrical Service	\$120,000
3	Wooden Boardwalks for Trail (2) — 230 LF total	\$100,000
4	Wooden Weir Crossings (2) — 340 LF total	\$140,000
5	Irrigation (Medal of Honor Park / Parking areas / Playground area)	\$75,000
6	Shade Cover for Playground	\$30,000
7	West side Grassed Parking (50 spaces)	\$60,000
8	Landscaping / Trees	\$150,000
9	Park Signage	\$100,000
	Total for all 9 projects	\$950,000

Master Site Plan (Option 3)



Bussen - Major Engineering Group, Inc.

CONTRACT
BETWEEN OWNER AND CONSTRUCTION MANAGER

THIS CONTRACT made the 20 day of July in the year Two Thousand Twenty between the **BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940 (hereinafter referred to as "Owner"), **RUSH Construction, Inc.** (hereinafter referred to as "Construction Manager"), 6285 Vector Space Boulevard, Titusville, Florida 32780, a company licensed to do business in the State of Florida.

ARTICLE 1

THE CONSTRUCTION TEAM AND EXTENT OF CONTRACT

The Construction Manager accepts the relationship of trust and confidence established between him and the Owner by this Contract. The Construction Manager covenants with the Owner to furnish the best skill and judgment and to cooperate with the Architect/Engineer in furthering the interests of the Owner. The Construction Manager agrees to furnish efficient business administration and superintendence and use its best efforts to complete the Project in the best and soundest way, and in the most expeditious and economical manner consistent with the interest of the Owner.

- 1.1 The Construction Team - The Construction Manager, the Owner and the Architect/Engineer, called the "Construction Team", shall work jointly during design and through final construction completion and shall be available thereafter should additional services be required. The Architect/Engineer will provide leadership during the Design Phase, with support from the Construction Manager, and the Construction Manager shall provide leadership to the Construction Team on all matters relating to construction.

The specific representatives of the Construction Team are shown in **Attachment "A"** attached.

- 1.2 Scope of Work – A general description of the Work/Project to be built/constructed/installed under this Contract (**Attachment "B"**).

- 1.3 Definitions:

Project - The Project is the total work to be performed under this Contract. The Project consists of planning, design review, permitting, construction (which includes all labor, equipment, material and supervision) and code inspection necessary to build/construct and complete the Scope of Work identified in Attachment "B" (Scope of Work).

Owner - Brevard County Board of County Commissioners, Public Works

Department - Facilities, 2725 Judge Fran Jamieson Way, Building A, 2nd Floor, Viera, Florida 32940, (321) 633-2050; facsimile (321) 633-2101. For the purposes of this contract, the Owner may also include the County Manager or the Project Director with regard to the performance of designated functions and duties specified for each under the terms and provisions of this contract.

Contract Documents - Consist of this Contract with attachments, Scope of Work, the drawings, the specifications, the GMP, any Conditions of the Contract between the Owner and the Construction Manager (General, Special, Supplementary and other conditions), permit conditions, if any, grant specifications, any addenda to the foregoing listed documents and all change orders, amendments or modifications as provided in Article 10, whether or not any of the foregoing listed documents have been attached hereto.

Permitting Authority - All applicable Federal, State, County and local agencies responsible for permitting and code inspections on projects administered by the Owner.

Construction Manager – RUSH Construction, Inc.

Architect/Engineer – Bussen-Mayer Engineering, Group, Inc.

Project Director - The person designated by the Owner to provide direct interface with the Construction Manager with respect to the Owner's responsibilities. Tim Lawry is the designated Project Director, and George Clark is the designated Construction Coordinator.

Owner's Representatives - The Project Director and his/her supervisors and/or designees.

Estimate - The Construction Manager's latest estimate of probable Project construction cost.

Guaranteed Maximum Price (GMP) - The Guaranteed Maximum Price for the construction of the project, which shall be subject to adjustments only as provided herein. GMP includes Cost of the Work and Construction Manager's fee for Construction Phase services. The Guaranteed Maximum Price does include the cost for Owner direct purchases; however, all Owner direct purchases will be deducted in one deductive change order in accordance with **Attachment "C"** (Direct Purchasing Procedure) at the end of the project.

Substantial Completion - the point in the construction where all essential elements of the Project are sufficiently complete in conformance with the Contract, that the OWNER has both the occupancy of the Project, as evidenced by a Certificate of Occupancy issued by the governmental authority with jurisdiction and the beneficial use of the Project for its intended purpose where

only minor punch list items are required for final completion. Substantial Completion shall not be deemed to have occurred where 1) latent defects are revealed subsequent to use and occupation of the project by the OWNER or 2) where the scope of substantial defects in workmanship or materials are not readily observable or discoverable when use and occupancy of the project commenced or 3) the failure to meet grant specifications, if any.

- 1.4 Extent of Contract - This Contract for Construction Management between the Owner and the Construction Manager supersedes any prior negotiations, representations or contracts. The drawings, specifications and other descriptive documents defining the work to be included under this construction contract are identified in **Attachment "D"**. The Construction Manager shall obtain from the Owner three (3) sets of signed, sealed and dated drawings, specifications and other documents upon which the GMP is based; shall acknowledge on the face of each document of each set that it is the set upon which he based his GMP; and shall send one (1) set of the documents to the Project Director along with his GMP proposal, while keeping one (1) set for himself and returning one (1) set to the Architect/Engineer.

This Contract shall not be superseded by any provisions of the documents for construction and may be amended only by written instrument signed by both Owner and Construction Manager.

ARTICLE 2

CONSTRUCTION MANAGER'S RESPONSIBILITIES

Construction Manager shall perform all services described in this Article. The services to be provided under Paragraph 2.1 constitute the Pre-Construction Phase services. The services to be provided under Paragraph 2.2 thru 2.9 constitute the Construction Phase services. The parties acknowledge the Construction Phase shall commence before the Pre-Construction Phase is completed, and to a certain extent both phases shall proceed concurrently.

2.1 PRE-CONSTRUCTION PHASE

2.1.1 Preliminary Evaluation - Construction Manager shall provide a preliminary evaluation of Owner's program and Project budget requirements, each in terms of the other.

2.1.2 Consultation - Construction Manager will provide Design Disciplines Construction Documents Plans and Specifications review at all design milestones and a final constructability review. The review at each milestone will identify areas of omission, overlapping and identify documents to be modified in order to clarify the construction details. The review will also include the coordination and interface of the contract document's General Conditions, Special Conditions,

trade contractor bid packages and site utilization planning during construction. Reviews shall be completed and comments provided within five (5) business days. As part of the design review, Construction Manager will provide Value Engineering and construction alternatives, identifying to the Owner and Architect options for systems and components that are cost effective, ease of maintainability and efficiency to be considered.

Construction Manager, with Architect, has scheduled and attended, and will continue to jointly schedule and attend, **weekly** progress meetings (*or as determined by the Project Director or Project Manager*) with Owner and Architect. Construction Manager has and will continue to consult with Owner and Architect regarding site use and improvements, and the selection of materials, building systems and equipment. Construction Manager has provided and will continue to provide recommendations on construction feasibility; actions designated to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost including estimates of alternative designs or materials, preliminary budgets and possible economies.

- 2.1.3 Preliminary Project Schedule - Construction Manager has prepared a Preliminary Construction Schedule, a copy of which is attached as **Attachment "E"**. Construction Manager shall coordinate and integrate the Preliminary Project Schedule with the services and activities of Owner, Architect and Construction Manager. The Construction Manager shall provide current scheduling information and provide direction and coordination regarding milestones, beginning and finishing dates, responsibilities for performance and the relationships of the Construction Manager's work to the work of his subcontractors and suppliers to enable them to perform their respective tasks so that the development of construction progresses in a smooth and efficient manner in conformance with the overall Total Project Schedule. The schedule shall include all phases of construction work, material supplies, long lead procurement, approval of shop drawings, change orders in progress, schedules for change orders, and performance of testing requirements. The Construction Manager shall advise the Owner, its representatives and the Architect/Engineer of their required participation in any meeting or inspection giving each at least one (1) week notice unless such notice is made impossible by conditions beyond the Construction Manager's control. The Construction Manager shall hold jobsite meetings at least once each week with the Construction Team and at least once each week with the subcontractors and the Architect/Engineer field representatives, and Owner or more frequently as required by work progress, to review progress, discuss problems and their solutions and coordinate future work with all subcontractors.
- 2.1.4 Subcontractors and Suppliers - Construction Manager shall continue to develop subcontractor interest in the Project and shall furnish to Owner and Architect for their information a list of possible subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom

proposals will be requested for each principal portion of the Project. Owner will promptly reply in writing to Construction Manager if Owner has an objection to any such subcontractor or supplier. The receipt of such list shall not require Owner to investigate the qualifications of proposed subcontractors or suppliers, nor shall it waive the rights of Owner to later object to or reject any proposed subcontractor or supplier.

- 2.1.5 Long Lead and Owner Direct Procurement - The Construction Manager shall review the design for the purpose of identifying long lead and Owner direct procurement items (machinery, equipment, materials and supplies). When each item is identified the Construction Manager shall notify the subcontractors, the Project Director, and the Owner of the required procurement and schedule. Such information shall be included in the bid documents and made a part of all affected subcontracts. As soon as the Architect/Engineer has completed drawings and technical specifications and the Construction Manager has obtained permitting approval, the Construction Manager shall prepare Invitation for Bids. The Construction Manager shall keep informed of the progress of the respective subcontractors and/or suppliers, manufacturing or fabricating such items and notify the Project Director, Owner and Architect/Engineer of any problems or prospective delay in delivery.
- 2.1.6 Extent of Responsibility - The recommendations and advice of Construction Manager concerning design alternatives shall be subject to the review and approval of Owner and Owner's professional consultants. It is not Construction Manager's responsibility to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if Construction Manager recognizes that portions of the Drawings and Specifications are at variance therewith, Construction Manager shall promptly notify Owner and Architect in writing.
- 2.1.7 Equal Employment Opportunity and Affirmative Action - Construction Manager shall comply with applicable laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs.
- 2.1.8 Separate Contracts Planning - The Construction Manager shall review the design with the Architect/Engineer and make recommendations to the Owner and to the Architect/Engineer with respect to dividing the work in such manner as will permit the Construction Manager to take bids and award separate construction subcontracts on the current schedule while the design is being completed. The Construction Manager shall take into consideration such factors as natural and practical lines of severability, sequencing, effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and cost by overlapping design and construction that are authorized by the Owner.

2.2 CONSTRUCTION PHASE

2.2.1 Interfacing -

- (1) The Construction Manager shall take such measures as are appropriate to provide that all construction requirements will be covered in the separate subcontracts for procurement of long lead items, the separate construction subcontracts and the general conditions items performed without duplication or overlap, sequenced to maintain completion of all work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the work included in that particular separate subcontract, its schedule for start and completion and its relationship to other separate subcontractors.
- (b) Subcontractor Interfacing - The Construction Manager shall be the single point of interface with all Subcontractors for the Owner, and all of its agents and representatives, including the Architect/Engineer. The Construction Manager shall negotiate all change orders, field orders and request for proposals, with all affected Subcontractors and shall review the costs of those proposals and advise the Owner and Architect/Engineer of their validity and reasonableness, acting in the Owner's best interest prior to requesting approval of each change order from the Owner. Before any work is begun on any change order, an executed Authorization to Initiate Work form from the Owner must be issued. However, when health and safety are threatened, the Construction Manager shall act immediately to remove the threat to health and safety. The Construction Manager shall also carefully review all shop drawings and then forward the same to the Architect/Engineer for review and actions. The Architect/Engineer will transmit them back to the Construction Manager who will then issue the shop drawings to the affected Subcontractor for fabrication or revision. The Construction Manager shall maintain a suspense control system to promote expeditious handling. The Construction Manager shall request the Architect/Engineer to make interpretations of the drawings or specifications requested of the Construction Manager by the Subcontractors and shall maintain a suspense control system to promote timely response. The Construction Manager shall advise the Project Director and Architect/Engineer when timely response is not occurring on any of the above.

2.2.2 Solicitation of Bids

- (1) Without assuming responsibilities of the Architect/Engineer, the Construction Manager shall prepare Invitations for Bids (or Request For Proposals, when applicable) for all procurements of long lead times, materials and services for Subcontractor contracts and for site utilities.

- (2) As part of such preparation, the Construction Manager shall review the specifications and drawings prepared by the Architect/Engineer. Ambiguities, conflicts or lack of clarity of language, use of illegally restrictive requirements, and any other defects in the specifications or in the drawings noted by the Construction Manager shall be brought to the attention of the Project Director and Architect/Engineer in written form.
- (3) For each separate subcontractor or construction trade contract used in this project, the Construction Manager shall, unless waived by the Owner, conduct a pre-bid conference with prospective bidders, the Architect/Engineer and Project Director. In the event questions are raised which require an interpretation of the bidding documents or otherwise indicate a need for clarification or correction of the invitation, the Construction Manager shall transmit these to the Architect/Engineer and upon receiving clarification or correction in writing shall prepare an addendum to the bidding document, and issue same to all of the prospective bidders.
- (4) In accordance with Article 2.4.2 the Construction Manager shall open and review all bids and enter into contract(s) with those low bidders determined to be most qualified by the Construction Manager. The Construction Manager shall make every effort to follow the County's Pre-Qualification Ordinance 98-37 (**Attachment "F"**) for applicable subcontract trades.

2.2.3 Bonds - For those projects where the cost will exceed \$100,000.00, in accordance with the provisions of Section 255.05, Florida Statutes, the Construction Manager shall provide to the Owner, on forms furnished by the Owner (**Attachment "G" Payment & Performance Bond**), certified copies of the recorded Bond in an amount not less than the total construction cost (GMP) as defined in Article 9 and inclusive of the construction fee. *Payment and Performance Bonds shall be recorded (by the Construction Manager) in the official record of the County in which the project is located.* The Contractor must provide a copy of the bond(s) to all subcontractors and notify them of deadlines to make claims under the bonds.

2.2.4 Quality Control - The Construction Manager shall develop and maintain a program, acceptable to the Owner and Architect/Engineer, to assure quality control of the construction (*this may include personnel if approved by the Owner*). The Construction Manager shall have a qualified and competent Superintendent to supervise the work of all Subcontractors providing instructions to each when their work does not conform to the requirements of the plans and specifications and shall continue to exert influence and control over each Subcontractor to ensure that corrections are made in a timely manner so as to not affect the

efficient progress of the work. Should disagreement occur between the Construction Manager and Architect/Engineer over acceptability of work and conformance with the requirements of the specifications and plans, the Owner shall be the final judge of performance and acceptability.

2.3 Guaranteed Maximum Price (GMP) and Contract Time

2.3.1 Construction Manager acknowledges and agrees the Drawings and Specifications are sufficiently complete for Construction Manager to propose a Guaranteed Maximum Price (GMP), which is the total not to exceed sum of the Construction Manager's Fee and the Cost of the Project. Accordingly, the Guaranteed Maximum Price (GMP) is hereby established at **\$1,323,852.00**. *The final approved GMP spread sheet is hereby attached as Attachment "I" to and shall become a part of this Contract between Owner and Construction Manager.*

2.3.2 The Cost of the Work shall include Construction Manager's contingency, a sum agreed to by all parties for the Manager's use to cover costs arising from unforeseen conditions in the project. Construction Manager's contingency is hereby established as a separate line item of **\$0.00** within the Guaranteed Maximum Price.

2.3.3 Basis of Guaranteed Maximum Price (GMP)

The Guaranteed Maximum Price, herein established is based upon the following:

- .1 The list of the Drawings and Specifications, including all addenda thereto, and the Conditions of the Contract, which are identified in the Attachments to this Contract.
- .2 The list of clarifications and assumptions made by Construction Manager in the preparation of its Guaranteed Maximum Price proposal to supplement the information contained in the Drawings and Specifications.
- .3 The Preliminary Construction Schedule (**Attachment "E"**). As reflected in said Schedule, Construction Manager is to achieve Substantial Completion of the Work within **one hundred forty nine (149) calendar days** from issuance of Notice to Proceed. Final Completion shall be achieved within an additional **thirty (30) calendar days**.

2.3.4 Included within the Guaranteed Maximum Price is the Construction Manager's fee. The Construction Manager's Fee is hereby established as **\$169,320.00** for services provided in this Contract. The sum of the Cost of the Project and the Construction Manager's Fee shall not exceed the Guaranteed Maximum Price. The Construction Manager's Fee shall constitute Construction Manager's total compensation for profit. All costs in excess of the final approved GMP (as reduced by Owner direct purchases, if any, in accordance with **Attachment "C"**)

are the responsibility of the Construction Manager. Any savings between the GMP (as reduced by Owner direct purchases) and the sum of the actual cost of the Project plus the Construction Manager's fee will be returned to the Owner.

2.3.5 Prior to issuance of the Construction Phase Notice to Proceed, Construction Manager shall not incur any costs to be reimbursed as part of the Cost of the Project, except as Owner may specifically authorize in writing.

2.3.6 The Guaranteed Maximum Price and date of Substantial Completion shall be subject to additions and deductions by a Change Order as provided in the Contract Documents.

2.3.7 The Guaranteed Maximum Price shall include in the Cost of the Project only those taxes which are enacted and in effect at the time the GMP was determined.

2.4 Construction Phase

2.4.1 General

2.4.1.1 The Construction Phase shall commence on the date identified in the Notice to Proceed to be issued by the Owner.

2.4.1.2 The Construction Manager shall cause all Work required by the Contract Documents to be properly completed in accordance with the terms of the Contract Documents and within the Contract Time.

2.4.1.3 Construction Manager's Staff - The Construction Manager shall maintain sufficient off-site support staff, and competent full-time staff at the Project site authorized to act on behalf of the Construction Manager and to coordinate, inspect and provide general direction of the work and progress of the subcontractors, and the Construction Manager shall provide no less than those personnel during the respective phases of construction. The Construction Manager shall not change any of those designated persons unless mutually agreed to by the Owner and Construction Manager. In such case, the Owner shall have the right of approval of the qualifications of replacement personnel. Such approval will not be reasonably withheld.

2.4.1.3.1 The Construction Manager shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the work. The superintendent shall represent the Construction Manager and all communications given to the superintendent shall be as binding as if given to the Construction Manager.

2.4.1.3.2 The superintendent shall be in attendance at the Project site not less than eight (8) hours per day, five (5) days per week, and any time work is being

performed at the jobsite, unless the job is closed down due to a general strike or conditions beyond the control of the Construction Manager or until completion or termination of the Contract. It is understood that such superintendent shall be acceptable to the Owner and the Architect and shall be the one who will be continued in that capacity for the duration of the project, unless the Owner otherwise agrees. The superintendent shall not be employed on any other project for or by Construction Manager or any other entity during the course of the work.

- 2.4.1.4 Lines of Authority - The Construction Manager shall establish and maintain lines of authority for its personnel, and shall provide this description/definition to the Owner and all other affected parties such as the code inspectors of the permitting authorities, the subcontractors, the Architect/Engineer and the Owner's representatives, to provide general direction of the work and progress of the various phases and subcontractors. The Owner and the Architect/Engineer may attend meetings between the Construction Manager and subcontractors, however, such attendance shall not diminish either the authority or responsibility of the Construction Manager to administer the subcontractor.

2.4.2 Administration

- 2.4.2.1 Those portions of the Project that Construction Manager does not customarily perform with Construction Manager's own personnel shall be performed under subcontracts or by other appropriate written contracts with Construction Manager. Construction Manager shall obtain bids from subcontractors and from suppliers of materials or equipment fabricated to a special design for the Project from the list previously reviewed and, after analyzing such bids, shall deliver such bids to the Owner and Architect for review and comment. Based upon that review and comment, Construction Manager shall then determine, subject to the reasonable objection of Architect or Owner, which bids will be accepted. Construction Manager shall not be required to contract with anyone to whom Construction Manager has reasonable objection. Notwithstanding anything herein to the contrary, Construction Manager covenants and agrees that it shall competitively bid all subcontracts. Further, with respect to all such subcontracts, Construction Manager covenants and agrees that it shall select and contract with the lowest, responsive and qualified bidder, unless otherwise consented to in writing by Owner.
- 2.4.2.2 Subcontracts and contracts with suppliers furnishing materials or equipment fabricated to a special design shall conform with payment provisions and shall not be awarded on the basis of cost plus a fee without prior written consent of Owner.
- 2.4.2.3 Construction Manager shall schedule and conduct weekly meetings at

which Owner, Architect, Construction Manager and appropriate Subcontractors can discuss the status of the Project. Construction Manager shall prepare and promptly distribute meeting minutes within two (2) business days after any such meeting is held.

2.4.2.4 Promptly after Owner's issuance of the Notice to Proceed, Construction Manager shall prepare a more detailed Project Schedule, based upon the preliminary Project Construction Schedule attached as **Attachment "E"**, including Owner's occupancy requirements. Construction Manager will submit monthly updates to the Schedule until the project is completed.

2.4.2.5 Construction Manager shall provide Monthly Written Reports to Owner on the progress of the entire Work. Construction Manager shall maintain a daily log containing a record of weather, subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as Owner may require. The log shall be available to Owner at all times.

2.5 Professional Services - Construction Manager shall not be required to provide professional services which constitute the practice of architecture or engineering, unless such services are specifically required by the Contract Documents for a portion of the Project, or unless Construction Manager has specifically agreed in writing to provide such services. In such event, Construction Manager shall cause such services to be performed by appropriately licensed professionals.

2.6 Unsafe Materials - If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered but not created or brought on the site Construction Manager shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to Owner and Architect in writing. Owner shall be responsible for obtaining the services of a licensed laboratory to verify the presence or absence of the material or substance reported by Construction Manager and, in the event such material or substance is found to be present, to verify that it has been rendered harmless.

In accordance with Florida Statute 255.40, the Owner will require that the Contractor certify (at project completion) that to the best of his/her knowledge and ability no asbestos-containing materials and/or supplies have been purchased and/or installed on this Project.

(Florida Statute 255.40 Use of asbestos in new public buildings or buildings newly constructed for lease to governmental agencies; prohibition - The use of asbestos or asbestos-based fiber materials is prohibited in any building, construction of which is commenced after September 30, 1983, which is financed with public funds or is constructed for the express purpose of being leased to any

governmental entity.)

2.7 Weather Protection - The Construction Manager will be responsible to ascertain what temporary enclosures, if any, of building areas should be provided for and may be provided as a practical matter, in order to assure orderly progress of the work in periods when extreme weather conditions are likely to be experienced. All costs associated with this shall be the responsibility of the Construction Manager.

2.8 Job Site Requirements

(1) The Construction Manager shall provide for each of the following activities as a part of the Construction Manager's Construction Phase services:

- a. Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc. and require the same of subcontractors
- b. Maintain a directory of companies on the Project with names, addresses, telephone numbers, emergency telephone numbers and fax numbers of key personnel.
- c. Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.
- d. Provide labor relations management for a harmonious, productive Project.
- e. Provide a safety program for the Project to meet OSHA requirements. Monitor for Subcontractor compliance without relieving them of responsibilities to perform work in accordance with the best acceptable practice.
- f. Provide a quality control program.
- g. Miscellaneous office supplies that support the construction efforts which are consumed by his own forces.

2.9 Job Site Administration - The Construction Manager shall provide as part of the Construction Manager's Construction Phase services, administrative functions during construction, including but not limited to, the following:

- (1) Job Meetings - Hold weekly progress and coordination meetings to provide for an easy flowing Project. Implement procedures and assure timely submittals, expedite processing approvals and return of shop drawings, samples, etc. Coordinate and expedite critical ordering and delivery of materials, work sequences, inspection and testing, labor allocations, etc. Review and coordinate each Subcontractor's work. Review and implement revisions to the Schedule. Monitor and promote safety requirements.

Use the job site meeting as a tool for preplanning of work and enforcing schedules and for establishing procedures, responsibilities, and

identification of authority for all to clearly understand.

Identify party or parties responsible for follow-up on any problems, delay items or questions and document and implement the course for solution. Revisit each pending item at each subsequent meeting until resolution is achieved. Require all present to make any problems or delaying event known to those present for appropriate attention and resolution.

- (2) Shop Drawing Submittals/Approvals - Check Shop Drawings and implement procedures for submittal and transmittal to the Architect/Engineer of such drawings for action, and closely monitor their submittal and approval process. Provide copy of all correspondence to Owner. Construction Manager will provide one (1) approved Submittal or Shop Drawing to Owner.
- (3) Material and Equipment Expediting - Closely monitor material and equipment deliveries; implement inspection and follow-up procedures on commitments of all Suppliers and Subcontractors.
- (4) Payments to Subcontractor - Develop and implement a procedure for review, processing, and payment of applications by Subcontractors for progress and final payments.
- (5) Document Interpretation - Refer all questions for interpretation of the documents prepared by the Architect/Engineer to the Architect/Engineer.
- (6) Reports and Project Site Documents - Record the progress of the Project. Submit written progress reports to the Owner and the Architect/Engineer including information on the Subcontractor's work, and the percentage of completion. Keep a daily log available to the Owner, the Architect/Engineer and the Permitting Authority inspectors.
- (7) Substantial Completion - The Construction Manager shall secure the Certificate of Occupancy and notify the Owner and Architect/Engineer, in writing, that the Project will be ready for inspection to determine if it is substantially complete and ready for inspection on or after a specific date, which date shall be stated in the notice. The notice shall be given at least seven (7) calendar days in advance of said date. Inspection and testing shall take place at time(s) mutually agreeable to the Construction Manager, Architect/Engineer and Owner. The inspection will be conducted jointly between the Architect/Engineer, Owner and Construction Manager's representative. The inspection shall determine if substantial completion has been accomplished and the Architect/Engineer shall produce a Certificate of Substantial Completion (**Attachment "J"**) and a written list of unfinished Work and defective work, commonly referred to as a "Punch List", which must be finished and corrected to obtain final

completion.

At the Owner's option a specific area or segment of the project may be inspected and/or determined substantially complete.

- (8) Final Completion - The Construction Manager shall notify the Architect/Engineer and Owner, in writing, that the Project will be ready for final inspection on or after a specific date, which date shall be stated in the notice. This notice shall be given at least seven (7) calendar days in advance. That inspection and any necessary testing shall be conducted in the same manner as the inspection for Substantial Completion. When the Project is finally and totally complete, including the elimination of all defects, a Certificate of Final Completion (**Attachment "K"**) will be issued by the Architect/Engineer and the Project shall be submitted to the Owner for final acceptance.

The Owner and Architect/Engineer shall conduct the inspections. The Owner may elect to have other persons of its choosing also participate in the inspections. If one or more re-inspections are required, the Construction Manager shall reimburse the Owner for all costs of re-inspection or, at the Owner's option, the costs may be deducted from payments due to the Construction Manager. The Total Project Schedule shall include these notices and inspections as activities.

The Construction Manager shall secure and transmit to the Architect/Engineer all required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings, and maintenance books as part of final completion (in triplicate) unless stated otherwise in the Project specifications.

- (9) Start-Up - With the Owner's personnel, direct the checkout of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing by the subcontractors.
- (10) Record Drawings - The Construction Manager shall monitor the progress of Work on marked-up field prints which, at Substantial Completion, shall be submitted to the Architect/Engineer who will prepare the final record drawings.
- (11) Administrative Records - The Construction Manager will maintain at the job site on a current basis, files and records such as, but not limited to the following:

Contracts and Purchase Orders
Shop Drawing Submittal/Approval Logs
Equipment Purchase/Delivery Logs

Contract Drawings and Specifications with Addenda
Cost Proposal Requests
Meeting Minutes
Lab Test Reports
Contract Changes
Material Purchase Delivery Logs
"As-Built" Marked Prints
Monthly Progress Reports
Correspondence Files
Transmittal Records
Inspection Reports
Punch Lists

The Project records shall be available at all times to the Owner and Architect/Engineer for reference or review.

(12) Owner Occupancy:

The Construction Manager shall provide services during the Construction Phase which will provide a smooth and successful Owner occupancy of the Project. The Construction Manager shall provide consultation and project management to facilitate Owner occupancy and provide transitional services to get the work, as completed by the contractors "on line" in such conditions as will satisfy Owner operational requirements.

The Construction Manager shall conduct the Construction Manager's preliminary punch list inspection and coordinate the completion of all punch list work to be done with Owner occupancy requirements in mind.

The Construction Manager shall catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey these to the Owner in such a manner as to promote their usability (in triplicate). The Construction Manager shall provide operational training, in equipment use, for building operators to a maximum of eight (8) hours.

The Construction Manager shall secure required guarantees and warranties, assembled and organized (in a binder) and deliver same, in triplicate, to the Owner in a manner that will facilitate their maximum enforcement and assure their meaningful implementation.

The Construction Manager shall continuously review "As-Built" Drawings and mark-up progress prints to provide as much accuracy as possible.

(13) Warranty - Where any work is performed by the Construction Manager's own forces or by Subcontractors under contract with the Construction Manager, the Construction Manager shall warrant that all materials and equipment included in such Work will be new except where indicated

otherwise in Contract Documents, and that such Work will be of good quality, free from improper workmanship and defective materials and in conformance with the Drawings and Specifications. With respect to the same Work, the Construction Manager further agrees to correct all work found by the Owner to be defective in material and workmanship or not in conformance with the Drawings and Specifications for a period of one (1) year from the Date of Final Completion or as may be set forth with respect to specific warranties contained in the trade sections of the Specifications. The Construction Manager shall collect and deliver to the Owner any specific written warranties given by others as required by the Contract Documents. **Also, the Construction Manager shall conduct, jointly with the Owner and the Architect/Engineer, a warranty inspection nine (9) months after the date of Owner Occupancy. This warranty inspection will be scheduled by a representative of the Owner.**

ARTICLE 3

OWNER'S RESPONSIBILITIES

- 3.1 Owner's Information - The Owner shall provide full information regarding Owner's requirements for the Project.
- 3.2 Owner's Representative/Project Director - The Owner shall designate a representative who shall be fully acquainted with the Project and shall define the lines of Owner authority to approve Project Construction Budgets, and changes in Project. The Owner's representative shall render decisions promptly and furnish information expeditiously.
- 3.3 Architect and Engineer's Contract - The Owner shall retain an Architect/Engineer for design and to prepare construction documents for the Project. The Architect/Engineer's services, duties and responsibilities are described in the Contract between the Owner and the Architect/Engineer, a copy of which will be furnished to the Construction Manager upon request.
- 3.4 Approvals and Easements - The Owner shall pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- 3.5 Legal Services - The Owner shall furnish such legal services as may be necessary for providing the items set forth in Article 3 and such auditing services as the Owner may require.
- 3.6 Drawings and Specifications - The Owner will provide to the Construction Manager a reproducible set of all drawings and specifications reasonably necessary and ready for printing.

- 3.7 Cost of Surveys & Reports - The services, information, surveys and reports required by the above paragraphs shall be furnished with reasonable promptness in accordance with the approved schedule at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy and completeness thereof.
- 3.8 Project Fault or Defects - If the Owner becomes aware of any fault or defect in the Project or non-conformance with the drawings and specifications, the Owner shall give prompt written notice thereof to the Construction Manager and Architect/Engineer.
- 3.9 Funding - The Owner shall furnish, in accordance with the established schedule, reasonable evidence satisfactory to the Construction Manager that sufficient funds will be available and committed for the cost of each part of the Project.
- 3.10 Lines of Communication - The Owner and Architect/Engineer shall communicate with the Subcontractors or Suppliers only through the Construction Manager while such method of communication is effective in maintaining Project schedules and quality.
- 3.11 Lines of Authority - The Owner shall establish and maintain lines of authority for Owner's personnel and shall provide this definition to the Construction Manager and all other affected parties.
- 3.12 Permitting & Code Inspections - The Owner recognizes and coordinates with the Permitting Authority and expects the Construction Manager to do the same.

ARTICLE 4

PERMITTING AND INSPECTION

- 4.1 Permits, Fees and Notices - Unless otherwise provided in the Contract Documents, the Construction Manager shall secure and the Owner shall pay for any Brevard County building permit or other County permits and governmental fees and licenses necessary for proper execution of the Contract and which are legally required. Any other entity/jurisdiction permits (i.e.: City of Titusville, City of Melbourne, etc.) shall be included in the Guaranteed Maximum Price and secured and paid for by the Construction Manager. County Impact and Solid Waste fees will also be paid by the Owner. Copies of all permits shall be submitted to the Owner.
- 4.2 The Construction Manager shall comply with and give notices required by laws, ordinances, rules and regulations and lawful orders of public authorities bearing on performance of the work required for the Project.
- 4.3 It is not the Construction Manager's responsibility to ascertain that the Contract

Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Construction Manager observes that portions of the Contract Documents are at variance therewith, and such variance was not discoverable during the Construction Manager's review of these documents for the purpose of determining the GMP, the Construction Manager shall promptly notify the Architect and Owner, in writing, and necessary changes shall be accomplished by appropriate modification.

- 4.4 If the Construction Manager performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, the Construction Manager shall assume full responsibility for such Work and shall bear the attributable costs.

ARTICLE 5

SUBCONTRACTS

- 5.1 Definition - A Subcontractor is a person or organization who has a direct contract with the Construction Manager to perform any of the work. Nothing contained in the Contract Document shall create any contractual relation between the Owner or Architect/Engineer and any Subcontractor.
- 5.2 Bids/Proposals - The Construction Manager shall request and make every attempt to receive, at a minimum, three (3) bids/proposals from Subcontractors and Suppliers and will award those contracts to the most qualified and responsive low bidder after the Construction Manager and Owner have reviewed each bid/proposal and agree that the Subcontractor is qualified to perform the work.
- 5.3 Required Subcontractor and Subcontract Conditions.
- 5.3.1 Subcontractual Relations - By an appropriate written contract, the Construction Manager shall require each Subcontractor to the extent of the work to be performed by the Subcontractor, to be bound to the Construction Manager by the terms of the Contract Documents, and to assume toward the Construction Manager all the obligations and responsibilities which the Construction Manager by this Contract, assumes toward the Owner and the Architect/Engineer. Said contracts shall preserve and protect the rights of the Owner and Architect/Engineer under the Contract Documents with respect to the work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Construction Manager shall require each Subcontractor to enter into similar contracts with his Subcontractor's Subcontractor.
- The Construction Manager shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Article 5.3 and identify to the

Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to his Sub-subcontractor.

- (1) Subcontractors must submit a complete pre-qualification form demonstrating their work experience, financial condition, and adherence to schedule. The Subcontractors financial condition must demonstrate that adequate fixed and liquid assets and equipment are available to properly perform the subcontract.
- (2) Workforce - The Subcontractor must agree to perform no less than fifty (50%) percent of the Project construction work utilizing its own forces.
- (3) All subcontracts shall provide:

a. **LIMITATION OF REMEDY - NO DAMAGES FOR DELAY**

That the Subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the Owner or Architect/Engineer or attributable to the Owner or Architect/Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time.

In the event of a change in the work the Subcontractor's claim for adjustments in the contract sum are limited exclusively to its actual cost for such change, plus, no more than five percent (5%) for profit, and five percent (5%) for overhead.

The subcontract shall require the Subcontractor expressly agree that the foregoing constitute its sole and exclusive remedies for delays and changes in the work and thus eliminate any other remedies for claim for increase in the contract price, damages, loss or additional compensation.

- b. Each subcontract shall require that any claims by Subcontractor for delays or additional cost must be submitted to Construction Manager within the time and in the manner in which the Construction Manager must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

- 5.4 Responsibilities for Acts and Omissions - The Construction Manager shall be responsible to the Owner for the acts and omissions of its employees and agents and its Subcontractors, agents and employees, and all other persons performing any of the work or supplying materials under this contract to the Construction Manager.

ARTICLE 6

SCHEDULE, TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 6.1 At the time a Guaranteed Maximum Price (GMP) is established, as provided for in Article 7, a Project Substantial Completion Date, a Project Final Completion Date and an Owner Occupancy Date for completion of the Project in accordance with the master Project schedule, shall also be established by the Construction Team. The Construction Manager agrees to complete the construction in accordance with the agreed upon Substantial Completion Date, Final Completion Date and Owner Occupancy Date. The Construction Manager acknowledges that failure to complete the Project within the construction time set forth in the approved schedule will result in substantial damages to the Owner.

It is specifically agreed by and between the parties that the Owner may deduct a sum in the amount scheduled below from the amount of compensation to be paid the Construction Manager, Sundays and Holidays included, that the Project remains uncompleted. This amount as scheduled and agreed upon as a proper measure of liquidated damages, which the Owner will sustain per day by failure of the Construction Manager to complete the Project by the time stipulated in this Contract, is not to be construed in any sense as a penalty provision.

Project Substantial Completion	\$500 per day
Project Final Completion	\$250 per day

Liquidated Damages will be assessed for each day beyond the contracted project Substantial Completion date, until actual project Substantial Completion is achieved. From the date of Substantial Completion, the Construction Manager shall be granted thirty (30) days for completion of punch list items, associated inspections and approvals, and submission and approval of required closeout documentation, at which time Final Completion shall be obtained. Final Completion liquidated damages will be assessed for each day beyond the thirty (30) days period from actual Substantial Completion.

- 6.2 The date of Owner Occupancy shall occur as described in Article 2.9(7) and Article 1.3, hereinabove. Warranties called for by this Contract or by the Drawings and Specifications shall commence on the Date of Final Completion of the Project unless specified otherwise in the Project Specifications.

ARTICLE 7

GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION

- 7.1 The Construction Manager will establish and submit in writing a Guaranteed Maximum Price to the Owner for its approval, guaranteeing the maximum price to

the Owner, for the construction cost of the Project or designated part thereof, based on a review of the contract drawings and specifications. Such Guaranteed Maximum Price will be subject to increase or deduction for changes in the Project as provided in Article 10 and for Owner direct purchases, if any, in accordance with **Attachment "C"**. All costs in excess of the final approved GMP, as adjusted up or down in accordance with the terms of this contract, are the responsibility of the Construction Manager. Any savings between the GMP, as adjusted, and the sum of the actual cost of the Project plus the Construction Manager's fees, will be returned to the Owner. The GMP includes all taxes in the Cost of the Project which were legally enacted and in effect at the time the GMP was established.

7.2 Owner-Direct Purchases - In the event the Owner opts to make Owner Direct Purchases, as outlined in **Attachment "C"**, the Guaranteed Maximum Price shall be reduced by the cost of the materials plus applicable sales tax so that all sales tax savings accrue to the benefit of the project contingency. The Construction Manager shall diligently process all Owner Direct Purchase invoices for the project in order for the Owner to benefit from applicable vendor discounts. The Construction Manager will be required to submit all invoices to Owner in sufficient amount of time in order for the project to benefit from the vendor discount. All costs associated with missed discounts by the Construction Manager will be deducted from the Construction Manager's contract via deductive change order at project completion. Owner reserves the right to waive the Construction Manager's responsibility for missing discounts.

7.3 At the time of execution of the contract, the Construction Manager will verify the time schedule for activities and work which is adopted by the Construction Team and used to determine the Construction Manager's cost of work. Surplus funds from bids received below the applicable line items, including line items within the General Conditions, in the GMP will be set aside for contingency. Construction contingency funds will be used for the purpose of defraying the expenses due to unforeseen circumstances relating to construction. The Construction Manager will be required to furnish documentation evidencing expenditures charged to this contingency prior to the release of funds by the Owner. Documentation for use of the Contingency shall be determined by the Construction Team. The Architect/Owner shall verify and approve the actual costs.

If bids are received above the applicable line item in the GMP the deficiency will be taken from the contingency via an approved Authorization to Initiate Work/GMP Realignment form; however, such events shall not be cause to increase the GMP. If bids are not received for a portion of the work at or below the applicable line item amount in the GMP, the Construction Manager reserves the right to perform that portion of the work or negotiate for its performance for the specified line item lump sum amount or less.

ARTICLE 8

CONSTRUCTION MANAGER'S FEE

- 8.1 In consideration of the performance of the contract, the Owner agrees to pay the Construction Manager as compensation for his services fees as set forth in Subparagraphs 8.1.2 and 8.1.3. subject to the retainage specified in 8.1.1 below.
- 8.1.1 Construction Phase Fee - Prior to commencement of the Construction Phase, the Owner will direct the Construction Manager in writing to proceed into the Construction Phase. The Owner retains the right to review the need and effectiveness of any employee or employees assigned by the Construction Manager, should the Project Director question the need for the employee or employees. A percentage of the agreed upon Construction Phase Fee shall be paid monthly based on percentage (%) of work completed, less retainage, in accordance with subsection 12.1 below. The Construction Manager's first monthly Certificate for Payment shall be submitted no earlier than thirty (30) days following the issuance of the Notice to Proceed, and the final monthly payment shall be paid only when construction of the Project is finally completed, all original, final release of liens are received, closeout documentation has been submitted and occupancy of the Project accepted by the Owner. If construction is authorized only for a part of the Project, the fee paid shall be proportionate to the amount of work authorized by the Owner.
- (1) Adjustments in Fee - For changes in the Project as provided in Article 10, the Construction Phase fee shall be adjusted as follows:
- (a) The Construction Manager shall be paid an additional fee subject to negotiation if the Construction Manager is placed in charge of reconstruction of an insured or uninsured loss excluding any condition that may have been caused from negligent acts by the Construction Manager, subcontractors or others for whose acts the Construction Manager is responsible.
- (2) Costs and Expenses Included in Construction Manager's Construction Phase Fee - The following are included in the Construction Manager's fee for services during the Construction Phase and are included in the GMP (See **Attachment "L"** for Allowable Costs, Overhead associated with the Construction Manager's Construction Phase Fee referenced in Article 8):
- (a) Corporate costs including expenses and overhead and profit related to this project by the Construction Manager's principal and branch offices.
 - (b) Costs of all data processing, accounting, purchasing and associated staff which is performed at the home office.

- (c) General operating expenses incurred in the management and supervision of the project, except as expressly included in Article 9.
- (d) Salaries or other compensation of the Construction Manager's employees at his principal and branch offices.
- (e) Those services set forth in Paragraph 2.1, 2.2, 2.3 and 2.4; except as expressly included in Article 9.
- (f) Relocation expenses for Construction Manager's personnel.
- (g) Costs of all project estimating, safety, scheduling and accounting staff.

8.1.3 The Construction Manager will establish and submit in writing to the Owner for his approval a Guaranteed Maximum Price, guaranteeing the maximum price to the Owner, for the construction cost of the Project or designated part thereof, based on a review of the contract drawings and specifications. Such Guaranteed Maximum Price will be subject to modification for changes in the Project as provide in Article 10. However, the actual price paid for the Work by the Owner shall be (1) the Cost of the Project as defined in Article 9, plus the Construction Manager's fees, or (2) the GMP, whichever is less, when the Work is complete. All costs in excess of the final approved GMP are the responsibility of the Construction Manager.

ARTICLE 9

COST OF THE PROJECT

9.1 Definition - The term Cost of the Project shall mean costs reasonably and necessarily incurred in the Project during the Construction Phase for construction services and paid by the Construction Manager which are included in the Construction Phase Fee, less Owner direct purchases made in accordance with **Attachment "C"** upon completion of the Project. Such costs shall include the items set forth below in this Article, and shall also include, but are not limited to, those set forth in **Attachment "M"** - "Allowable General Conditions".

The Owner agrees to pay the Construction Manager for the Cost of the Project subject to the limits set forth in Articles 9.2 and 9.3 plus the Construction Manager's fees stipulated in Article 8, provided the total does not to exceed the GMP.

9.2 Direct Cost Items (See **Attachment "M"** - "Allowable General Conditions")

- (1) Labor wages paid for the on-site Project Superintendent directly responsible for the operation and supervision of the project, clerical and Quality Control personnel (as opposed to wages paid to management or supervisory personnel who are not part of the on-site project management) in the direct employ of the Construction Manager in the

performance of the Construction Manager's work under this Contract, acceptable salary or wage schedules and such fringe benefits, if any, as may be payable with respect thereto (labor burden not to exceed 40% for payroll and 15% for per diem).

- (2) Payments due to Subcontractors from the Construction Manager or made by the Construction Manager to Subcontractors for their work performed pursuant to contract under this Contract.
- (3) Cost of the premiums for insurance above and beyond the minimum required by Brevard County (\$1 million) and cost of premiums for bonds which the Construction Manager is required to procure by this Contract specifically for the construction of this project.
- (4) Sales, use, gross receipts or similar taxes related to allowable direct costs of the Project imposed by a governmental authority, and for which the Construction Manager is liable. No costs shall be paid by the Owner to the Construction Manager for any expenses made necessary to correct defective workmanship or to correct any work not in conformance with the Plans and Specifications or to correct any deficiency or damage caused by negligent acts by the Construction Manager.
- (5) If approved by the Owner, the Construction Manager, when qualified, may self-perform all or a portion of the work for any item listed on the estimate or GMP breakdown where it is deemed advantageous due to schedule or economic benefit for the direct cost of the work.
- (6) Legal costs reasonably and properly resulting from prosecution of the Project for the Owner, including handling claims for changes by subcontractors and vendors, subject to the following limitations:
 - (a) The Owner approved incurring such costs in advance, which approval shall not be unreasonably denied; and
 - (b) The legal costs were not incurred as result of the Construction Manager's own negligence or default.
- (7) Costs for such temporary facilities during construction, as approved by the Owner, including temporary water, heat, power, sanitary facilities, telephones, radios and computers with software.

9.3 Allowances

Within the GMP, there may be specific items which the Construction Manager and Owner have agreed to include as allowances in the estimates until such time as the cost and schedule impact of these items can be more specifically ascertained. At the time that the Costs of the Work of allowance items becomes known (either through a subcontract price or by virtue of either (A) scope of work

and cost agreed to by Construction Manager and Owner or (B) an actual buyout of the item), the GMP and Scheduled Completion Date will be adjusted (either increased or decreased) by the actual Costs of the Work and schedule impact of the item. With respect to increases and decreases to the amount of an allowance item, Construction Manager shall be entitled to the Construction Manager's fee, subject to the limits set forth in Article 8, on the adjusted amount of such allowance, and the GMP shall be adjusted by reason thereof, by Change Order. Allowances must be agreed to by both parties. Allowances included within the GMP constitute approval of said allowances at the time the Guaranteed Maximum Price is approved.

9.4 Public Records Law and Audit Requirements

In the performance of this Contract, the Construction Manager shall keep books, records and accounts of all activities related to the Contract 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 Construction Manager or provided to Construction Manager by the County in connection with the activities or services provided by Construction Manager under the terms of this contract, are public records and Construction Manager agrees to comply with any request for such public records or documents made in accordance with section 119.07 Florida Statutes.

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

The Construction Manager 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 Florida Statute Chapter 119 or as otherwise provided by law (see also County Administrative Order, AO-47).

The Construction Manager 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 Contract shall be subject to copyright by Construction Manager in the United States or any other country.

The Construction Manager shall meet all requirements for retaining public records and shall transfer, at no cost, to the Owner/County all public records in possession of the Construction Manager 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 Owner/County in a format that is compatible with the information technology systems of the Owner/County.

Failure to comply with the provisions of this Section 9.4, shall result in the Owner taking enforcement action against the Construction Manager including the cost to the Owner for gaining the Construction Manager's compliance which will include, but are not limited to, the gross hourly rate of the Owner's employee(s) contacts to the Construction Manager 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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE FACILITIES DIVISION, MARY BOWERS AT (321) 633-2050, mary.bowers@brevardfl.gov, 2725 Judge Fran Jamieson Way, Suite A207, Viera, FL 32940.

ARTICLE 10

CHANGES IN THE PROJECT

- 10.1 Change Orders - The Owner, without invalidating this Contract, may order Changes in the Project within the general scope of this Contract consisting of additions, deletions or other revisions which may cause an increase or decrease in the GMP, and/or the Construction Completion Date. All changes in the Project GMP or Construction Completion Date not covered by an authorized contingency, as described in Article 7.3 must be authorized by a written Change Order or Construction Change Directive, and signed by the Owner, Architect and Construction Manager before the change is implemented. It shall be the Owner's discretion as to whether each change order requires the A/E signature. **Maximum allowable mark-up on any change order is 5% Profit, 5% Overhead, and a 2% Bond.**
- 10.1.1 A Construction Change Directive is a change directive signed by the Project Director and the County Manager directing an addition, deletion, or

revision in the scope of work and/or schedule. The Construction Change Directive is necessary when no Contract exists among the Architect/Engineer of record, Brevard County and the Construction Manager on the dollar amount of a necessary change in the scope of work and/or an extension of time to the construction contract. The Construction Change Directive is used (1) when an unsafe, hazardous or other similar condition exists, (2) when failure to achieve prompt resolution of the change will result in a demobilization of the Construction Manager, its subcontractors and/or agents, (3) when failure to achieve prompt resolution will result in additional cost, and/or a significant delay in completing the project. A Construction Change Directive does not change the contract price or the contract time, but is evidence that the parties expect that the change will be incorporated in a subsequently issued Change Order or be covered by an authorized contingency.

10.1.2 A Change Order is a written order to the Construction Manager signed by the Owner, Architect, and Construction Manager, issued after the execution of this Contract, authorizing a change in the Project and/or an adjustment in the construction authorization, the Construction Manager's fee, or the Construction Completion date. Each adjustment in the GMP resulting from a change order shall be documented clearly to separate the amount attributable to the cost of the change in the Project from the original cost of the Project.

10.1.3 The increase or decrease in the Guaranteed Maximum Price resulting from Change Orders in the Project shall be determined by one of the following ways:

- (1) by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Architect/Engineer and Owner;
- (2) by unit prices stated in the Contract or subsequently agreed upon;
- (3) by cost as defined in Article 9 plus a mutually acceptable fixed or percentage fee; or
- (4) by the method provided in Subparagraph 10.1.4.

10.1.4 If none of the methods set forth in Clause 10.1.3 is agreed upon, the Construction Manager, provided he receives a written order signed by the Owner, shall promptly proceed with the work required by the Construction Change Directive involved. The cost of such work shall then be determined on the basis of the reasonable expenditures and savings of those performing the work attributed to the change. However, in the event a Change Order is issued under these conditions, the Architect/Engineer will establish an estimated cost of the work and the Construction Manager shall not perform any work whose cost exceeds that estimate without prior written approval by the Owner. In such case, and also under Article 10.1.3

above, the Construction Manager shall keep and present, in such forms as the Owner may prescribe, an itemized accounting together with appropriate supporting data of the increase in the Cost of the Project as outlined in Article 9. The amount of decrease in the Guaranteed Maximum Price to be allowed by the Construction Manager to the Owner for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease in the Cost of the Project and the Construction Manager's fee subject to the limits set forth in Article 7.

10.1.5 If unit prices are stated in the Contract or subsequently agreed upon and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or the Construction Manager, the applicable unit prices and Guaranteed Maximum Price shall be equitably adjusted.

10.1.6 Should the Construction Manager or his contracted subcontractors encounter:

- (1) concealed conditions in the performance of the Work below the surface of the ground; or
- (2) concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Drawings, Specifications, or Owner furnished information; or
- (3) unknown physical conditions below the surface of the ground; or
- (4) concealed or unknown conditions in an existing structure of an unusual nature;

differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, then the Guaranteed Maximum Price and the Construction Completion date shall be equitably adjusted by Change Order upon a request for Change Order in accordance with Article 10.2. and Article 11.

Upon discovery of concealed or unknown conditions, the Construction Manager shall notify the Owner and Architect/Engineer within twenty-four (24) hours of discovery, and not proceed with Work until such notice has been given and a response is issued by the Owner. The Architect/Engineer will evaluate the alleged unknown or concealed condition and, if warranted, recommend to the Owner that the GMP and schedule be increased or decreased accordingly. No claim under this Article may be made unless notice, as herein provided, is given prior to Work being performed. No equitable adjustment shall be permitted if this notice provision is not complied with.

Within ten (10) calendar days of submitting its Notice, the Construction

Manager shall submit to the Owner its Request for Change Order, which shall include a written statement of all details of the claim, including a description of the work affected. Within thirty (30) days from Notice, the Construction Manager shall submit detailed schedule impact and detailed cost analysis indicating quantities, unit prices, etc.

10.1.7 The Construction Manager shall review any Owner directed change and shall respond in writing within seven (7) calendar days after receipt of the proposed change (or such other reasonable time as the Owner may direct), stating the effect of the proposed change upon the Construction Manager's Work, including any increase or decrease in the contract time or price. The Construction Manager shall furnish to the Owner an itemized breakdown of the quantities and prices used in computing the change in Contract price.

The Owner and Architect/Engineer shall review the Construction Manager's proposal and respond to the Construction Manager within seven (7) calendar days of receipt. If a change to the Contract price and time for performance are agreed upon, both parties shall sign the Change Order. Changes to the Contract time and/or price shall be effective when signed by both parties. It shall be the Owner's discretion as to whether each change order requires the A/E signature.

10.2 Claims for Additional Cost or Time
All claims for additional cost or time shall be made by request for a change order submitted as provided in Article 16.

10.2.1 If the Construction Manager is delayed at any time in the progress of the work by any act or neglect of the Owner or the Architect or of any employee of either or by any separate Construction Manager employed by the Owner or by any changes ordered in the work by labor disputes, fire, or unusual delay in transportation, unavoidable casualties or any causes beyond the Construction Manager's control or by delay authorized by the Owner pending resolution or disputes, and such delay extends the completion date, the Substantial Completion shall be extended by Change Order for such reasonable time as the Construction Team may determine.

10.2.2 All change orders must indicate that the Contract Time for Completion is not changed or is either increased or decreased by a specific number of days. The previous Time for Completion and, if there is one, the new Time for Completion must be stated. The Construction Manager must provide written justification for an extension of the Time for Completion to the Architect/Engineer and to the Owner. The written justification must demonstrate an anticipated actual increase in the time required to complete the Work beyond that allowed by the Contract as adjusted by prior change orders or amendments to the Contract, not just an increase

or decrease in the time needed to complete some portion of the total Work. No increase to the Time for Completion shall be allowed unless the additional or changed Work increases the length of the critical path. Approved increases in time required to complete the Work shall be added to the Time for Completion. Decreases in time as a result of the change order shall be demonstrated by a decrease in the critical path of the Work if CPM scheduling is properly used and updated by the Construction Manager. If no CPM is used the Owner shall determine the appropriate decrease by the best means possible. Approved decreases in the time needed to complete the Work shall be deducted from the Contract completion date. The change to time and Contract price allowed by each change order shall include all time and monetary impacts of the change, whether the change order is considered alone or with all other changes during the course of the project. Failure to include a change to time and Contract price in a change order shall waive any change to the time and Contract price unless the parties mutually agree in writing to postpone a determination of the change to time and price resulting from the change order. Such a determination may be postponed not more than forty-five (45) days to give the Construction Manager an opportunity to demonstrate a change in the time and price needed to complete the Work.

Only delays which are determined to extend the critical path for the schedule for constructing the Project will result in a time extension. Neither the Owner nor the Construction Manager shall be considered to own the schedule float time.

10.3 Minor Changes in the Project (Realignment of Work)

The Owner and/or Architect/Engineer will have authority to order minor changes in the Project not involving an adjustment in the Guaranteed Maximum Price or an extension of the Construction Completion Date and not inconsistent with the intent of the Drawings and Specifications. Such changes shall be affected by written order. Documentation of changes shall be determined by the Construction Team, and included in the Project Manual. Changes shall be approved by the Project Director, Architect/Engineer. It shall be the Owner's discretion as to whether a Realignment of Work requires the A/E signature. All changes or realignments of work performed within the Guaranteed Maximum Price will not include overhead, profit or General Condition additional costs, since costs are absorbed within the Guaranteed Maximum Price (GMP).

- 10.4 In any emergency affecting the safety of persons or property, the Construction Manager shall act at his discretion, to prevent threatened damage, injury or loss. Any increase in the Guaranteed Maximum Price or extension of time claimed by the Construction Manager on account of emergency work shall be determined as provided in Article 10.

ARTICLE 11

DISCOUNTS

- 11.1 All discounts for prompt payment shall accrue to the Owner to the extent the Cost of the Project is paid directly by the Owner or from a fund made available by the Owner to the Construction Manager for such payments.

To the extent the Cost of the Project is paid with funds of the Construction Manager, all cash discounts shall accrue to the Construction Manager. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Project.

ARTICLE 12

PAYMENTS TO THE CONSTRUCTION MANAGER

- 12.1 Monthly Statements - The Construction Manager shall submit to the Owner a sworn statement along with the Certificate for Payment, showing in detail all monies paid out, cost accumulated or costs incurred on account of the Cost of the Project during the previous period and the amount of the Construction Manager's fees due as provided in Article 8. This data shall be attached to the Certificate for Payment Form shown in **Attachment "N"**, and shall include, but not be limited, to the following:

- Daily Reports;
 - Updated Project Schedule;
 - Daily Red line As-Builts review;
 - Provide a billing report with each payment application that shows a breakdown of costs incurred by line item. This report should correspond with the amounts being charged on the Schedule of Values.
 - Provide backup copies of all invoices that the County is being billed for, including vendor invoices, payments to subcontractors, cell phone statements, insurance, petty cash receipts, etc. These invoices should be coded by the line item that they correspond to on the billing report and Schedule of Values.
 - Provide backup copies and documentation of all costs incurred under General Conditions.
 - Provide backup copies of all payroll that details which labor amounts were paid to whom on a weekly basis.
 - Provide copies of all subcontractor contracts.
- * The amounts charged on the Payment Application must be accurate and correspond with the total dollar amount of backup provided by the Construction Manager.

Payment by the Owner to the Construction Manager of the statement amount shall be made in accordance with Florida Statute 218.735.

Ten percent of each payment shall be held by the OWNER as retainage until 50-percent completion of such Project, which shall be deemed to have occurred when 50% of the GMP, as increased or decreased from time to time, has been expended. At that time, the retainage shall be reduced to 5% and the Construction Manager shall be entitled to request payment or release of up to 50% of the previously withheld retainage amounts, provided the retainage is not the subject of a good faith dispute, the subject of a claim brought pursuant to s. 255.05, Florida Statutes or otherwise the subject of a claim or demand by the OWNER.

Owner may refuse to certify payment and withhold a Certificate for Payment in whole or in part, in accordance with subsection(s) above, to such extent as may be reasonably necessary to protect the Owner from loss because of:

- (1) defective work not remedied;
- (2) third party claims filed or reasonable evidence indicating probably filing of such claims;
- (3) failure of Construction Manager to make payments properly to subcontractors, consultants, or for labor, materials or equipment;
- (4) evidence that the Project cannot be completed for the unpaid balance of the GMP, as adjusted;
- (5) evidence that the Work will not be completed by the Scheduled Completion Date, as adjusted, and that the unpaid balance would not be adequate to cover the liquidated damages for the anticipated delay;
- (6) failure to carry out the Work of the Project in accordance with the Contract Documents; or

If the Owner is unwilling to certify payment in the amount of the Application for Payment submitted by the Construction Manager, Owner will provide Construction Manager with written reasons for its refusal, within three (3) calendar days. If Construction Manager and Owner cannot agree on a revised amount, Owner will, within one (1) day of the aforesaid notification, promptly issue a Certificate for Payment as to the undisputed amount with respect to which Owner concurs.

- 12.2 Final Payment - Final payment constituting the unpaid balance of the Cost of the Project and the Construction Manager's fee, shall be due and payable in accordance with Florida Statutes after an *acceptable* Certificate of Final Completion has been issued **and all contractual closeout obligations have been met by the Construction Manager**. Before issuance of final payment, the Construction Manager, subcontractors and agents shall submit original, sworn,

notarized statements that all payrolls, material bills, and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, Final As-Builts in AutoCad format acceptable to the Owner, have been submitted and instruction and documentation for the Owner's operating and maintenance personnel is complete.

- 12.3 Payments for Materials and Equipment - Payments will be made for material and equipment not incorporated in the work but insured, itemized, delivered and suitably stored at the site or another location subject to prior approval and acceptance by the Owner on each occasion.
- 12.4 Withholding Payments to Subcontractors - The Construction Manager shall not withhold payments to Subcontractors if such payments have been made to the Construction Manager. Should this occur for any reason, the Construction Manager shall immediately return such monies to the Owner, adjusting pay requests and project bookkeeping, as required.

ARTICLE 13

INSURANCE, INDEMNITY WAIVER OF SUBROGATION

- 13.1 (1) Indemnification - The Construction Manager agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, arising out of or resulting from the performance of the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death or personal injury, or to property damage, including loss of use resulting therefrom, (but not loss of use for which liquidated damages are assessed under the Contract) and (2) is caused in whole or in part by any negligent act or omission of the Construction Manager, any subcontractor, any of their employees and/or agents in the performance of this contract. The Construction Manager agrees that it will pay the costs of the County's legal defense, including fees of attorneys as may be selected by the County, and shall defend, satisfy, and pay any judgments which may be rendered against the County in connection with the above hold harmless contract. The Construction Manager acknowledges specific consideration has been received for this hold harmless/indemnification provision.
- (2) The Owner shall cause any other Construction Manager who may have a contract with the Owner to perform construction or installation work in the area where work will be performed under this Contract, to agree to indemnify the Owner and the Construction Manager and hold them harmless from all claims for bodily injury and property damage (other than property insured under Paragraph 13.2(3)) that may arise from the Construction Manager's operations.

Loss Deductible Clause - Brevard County Board of County Commissioners shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Construction Manager and/or Subcontractor providing such insurance.

13.2 Insurance

- (1) The Construction Manager shall not commence any construction work in connection with this Contract until the Construction Manager has obtained all of the following types of insurance and such insurance certificate(s) have been submitted to the Owner and have been approved by the Owner, nor shall the Construction Manager allow any Subcontractor to commence work on his subcontract until all insurance required of the Subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida.
 - a. Workers' Compensation and Employer's 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, vendor or supplier.
 - b. Commercial General Liability - Including but not limited to bodily injury, property damage and personal injury with limits of not less than \$1,000,000.00 combined single limit per occurrence, including products and completed operations, to include:
 1. "XCU" (Explosion, Collapse, Underground Damage) - The Construction Manager's Liability Policy shall provide "XCU" coverage.
 2. Broad Form Property Damage Coverage, Products and Completed Operations Coverage - The Construction Manager's Liability Policy shall include Broad Form Property Damage Coverage, Products and Completed Operations Coverages.
 3. Contractual Liability Work Contracts - The Construction Manager's Liability Policy shall include Contractual Liability

Coverage designed to protect the Construction Manager for contractual liabilities assumed by the Construction Manager in the performance of this Contract.

- c. Automobile Liability - Including bodily injury, property damage liability for all vehicles owned, hired, leased and non-owned with limits of not less than \$1,000,000.00 combined single limit, per accident.
- d. Performance and Payment Bonds - With limits of not less than 100% of the total construction cost of this project. Payment and Performance Bond shall be recorded in the official record of the County in which the project is located. These bonds shall remain in effect at least until one (1) year after the date when the final payment is approved. Any bonding company submitting a Bid Bond, Performance Bond or Payment Bond to Brevard County must be licensed to transact a fidelity and surety business in the State of Florida, and hold a Certificate of Authority from the Secretary of the Treasury under Act of Congress, approved by July 30, 1947 (U.S.C. 613), and approved by Brevard County. Acceptable surety companies shall be licensed to do business in Florida and shall have an A.M. Best Rating of "A-" and financial size V or higher.
- e. Builder's Risk Coverage - The Construction Manager shall take out and maintain during the life of this Contract a "Builder's Risk Policy" completed value form as a cost of the Project, issued to provide coverages on an "all risk" basis including theft. This coverage shall not be lapsed or canceled because of partial occupancy by the Owner prior to final acceptance of the Project.

The Construction Manager shall require each of his Subcontractors to procure and maintain insurance during the life of the respective subcontracts.

- (2) Certificate of Insurance - The Owner shall be furnished proof of coverage of Insurance as follows:

Certificate(s) of Insurance will be furnished to the Owner within five (5) days of Notice to Proceed. These shall be completed and signed by the authorized Resident Agent, and shall be dated and show:

- (1) The name of the insured Construction Manager, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.
- (2) The General Liability and Auto Liability certificates of insurance

shall indicate that the policies have been endorsed to cover the County as an additional insured to the extent of liability assumed by the Construction Manager under this Contract, and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

- (3) The insurance coverages enumerated above constitute the minimum requirements and shall in no way lessen or limit the liability of the Construction Manager under the terms of the Contract.

*Certificates of Insurance shall be submitted to the Owner within five (5) days of Notice to Proceed, and no work shall commence on site until all submitted Certificates of Insurance are acceptable to the Owner.

13.3 Waiver of Subrogation

- 13.3.1 The Owner and the Construction Manager waive all rights against each other, for damages caused by perils covered by insurance provided under Article 13.2 to the extent covered by such insurance except such rights as they may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all Subcontractors and their Sub-subcontractors.
- 13.3.2 The Owner and Construction Manager waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.
- 13.3.3 The Owner waives subrogation against the Construction Manager on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.
- 13.3.4 If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Owner of such policies will cause them to be so endorsed. Failure to obtain proper endorsement nullifies the waiver of subrogation.

ARTICLE 14

TERMINATION OF THE CONTRACT AND OWNER'S RIGHT TO PERFORM CONSTRUCTION MANAGER'S OBLIGATION

- 14.1 Termination by the Construction Manager - If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Construction Manager, or if the Project should be stopped for a period of thirty (30) days by the Owner, then the Construction Manager may, upon seven (7) days written notice to the Owner, request undisputed payment for all work executed, the Construction Manager's fee earned to date, and for any proven loss sustained upon any materials, equipment, tools, construction equipment, and machinery, including reasonable profit, damages and terminal expenses incurred by the Construction Manager.
- 14.2 Owner's Right to Perform Construction Manager's Obligations and Termination by Owner for Cause -
- (1) If the Construction Manager fails to perform any of its obligations under this Contract, the Owner may, after seven (7) days written notice during which period the Construction Manager fails to perform such obligations, make good such deficiencies. The GMP, or the actual cost of the Project, whichever is less, shall be reduced by the cost to the Owner to making good such deficiencies and the Construction Manager's Construction Phase Fee shall be reduced by an amount required to manage the making good of such deficiencies.
 - (2) If the Construction Manager is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials and fails to maintain an established schedule (failure to maintain schedule shall be defined as any activity on the critical path that falls forty-five (45) days or more behind schedule) which has been adopted by the Construction Team, or if he fails to make prompt payment to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract, then the Owner may, without prejudice to any right or remedy and after giving the Construction Manager and his surety, if any, seven (7) days written notice, during which period Construction Manager fails to cure the violation, terminate the employment of the Construction Manager and take

possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Construction Manager, and may finish the Project by whatever method he may deem expedient. In such case, the Construction Manager shall not be entitled to receive any further payment until the Project is finished nor shall he be relieved from his obligations assumed under Article 7. Reasonable termination expenses incurred by the Owner may be deducted from any payments left owing the Construction Manager (excluding monies owed the Construction Manager for subcontract work).

14.3 Termination by Owner for Convenience

- (1) If the Owner terminates this Contract other than pursuant to Article 14.2(2) or Article 14.3(2), he shall reimburse the Construction Manager for any unpaid cost of the Project due him under Article 9, plus that part of the unpaid balance of the Construction Phase Fee in an amount as will increase the payment on account of his fee to a sum which bears the same ratio to the Construction Phase Fee as the Cost of the Project at the time of termination bears to the Guaranteed Maximum Price, if established, otherwise to the Owner's Construction Budget. The Owner shall also pay to the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained. In case of such termination of Contract the Owner shall reimburse the Construction Manager for obligations and commitments made before notice of termination was received by the Construction Manager.
- (2) After the establishment of the Guaranteed Maximum Price or at the completion of the Construction Phase, if the final cost estimates or lack of legislative funding make the Project no longer feasible from the standpoint of the Owner, the Owner may terminate this Contract and pay the Construction Manager his proportionate fee due in accordance with Article 8.1, plus any costs incurred pursuant to Articles 9 and 10.
- (3) Any termination by Owner for cause which is later determined to be invalid shall be considered a termination by Owner for convenience.

14.4 Termination for Prohibition Against Contracting With Scrutinized Companies

- (1) The Construction Manager certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Owner may immediately terminate this Contract at its sole option if the Construction Manager or its subcontractors are found to have submitted a false certification; or if the Construction Manager, 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 Construction Manager 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. Pursuant to Section 287.135, F.S., the Owner may immediately terminate this Contract at its sole option if the Construction Manager, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Construction Manager, 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 Construction Manager agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.

(2) As required by § 287.135(5), Florida Statutes, prior to entering into a contract/contract (formal contract or purchase order in excess of \$1 million dollars to provide goods or services to Owner/Brevard County, individual with authority to execute this Contract for the Construction Manager shall file a sworn statement with the contracting officer or Purchasing Director, as applicable verifying that none of the three conditions above exist. If the Construction Manager is found to have falsified the affidavit attached as **Attachment "O"**, the County/Owner may terminate the contract.

(3) If subsequent to the submittal of the attached affidavit, the Construction Manager (1) has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; (2) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or (3) is engaged in business operations in Cuba or Syria, the County/Owner may terminate the contract.

ARTICLE 15

ASSIGNMENT AND GOVERNING LAW

- 15.1 Neither the Owner nor the Construction Manager shall assign his interest in this Contract without the written consent of the other except as to the assignment of proceeds.

- 15.2 This Contract shall be governed by the Laws of the State of Florida.
- 15.3 Venue and Attorney's Fees: 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. 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 and any trial shall be non-jury.
- 15.4 Severability: If any provision of this Contract is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired.

ARTICLE 16

NOTICE OF CLAIM; WAIVER OF REMEDIES; NO DAMAGES FOR DELAY; DISPUTE RESOLUTION

- 16.1 The Owner's liability to Construction Manager for any claims arising out of or related to the subject matter of this contract, whether in contract or tort, including, but not limited to, claims for extension of construction time, for payment by the Owner of the costs, damages or losses because of changed conditions under which the work is to be performed, or for additional work, shall be governed by the following provisions:
- (a) All claims must be submitted as a Request for Change Order in the manner as provided herein;
 - (b) If the Construction Manager claims that any instructions given to him by the Architect/Engineer or by the Owner, by drawings or otherwise, involve extra Work not covered by the Contract and not discoverable with a review of the plans and specifications, then, except in emergencies endangering life or property, Construction Manager shall give the Architect/Engineer and the Owner written notice thereof before proceeding to execute the Work. Said notice shall be given promptly enough to avoid delaying the Work and in no instance later than twenty (20) calendar days after the receipt of such instructions.

The Construction Manager must submit a Notice of Claim to the Owner and to the Architect/Engineer within twenty (20) days of when the Construction Manager was or should have been aware of the occurrence of the event giving rise to the claim; and

- (c) Within ten (10) days of submitting its Notice of Claim, the Construction Manager shall submit to the Owner its Request For Change Order, which shall include a written statement of all details of the claim, including a description of the work affected. Within thirty (30) days from the Notice of

Claim the Construction Manager shall submit a detailed schedule impact and detailed cost analysis indicating quantities, unit prices, etc. establishing the basis for the amount of the claim.

The Construction Manager agrees that the Owner shall not be liable for any claim that the Construction Manager fails to submit as a Request for Change Order as provided in this section.

- 16.2 After receipt of a Request for Change Order, the Owner, in consultation with the Architect/Engineer, shall deliver to the Construction Manager its written determination of the claim. As to disputed matters subject to the determination by final Owner action (not actions for breach of contract or tort) the Owner's written decision following compliance with the dispute resolution procedure set forth in sections 16.4 through 16.6 below shall be final Owner action.
- 16.3 For work the Construction Manager performs with its own forces, and in addition to the adjustments provided for in Article 8, the Construction Manager's exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or the Architect/Engineer, including claims based on breach of contract or negligence, shall be a claim submitted in compliance with Article 16.1 above, for an extension of the scheduled construction time. In the event of a change in such work that will modify the GMP, the Construction Manager's claim for adjustment in contract sum are limited exclusively to its actual costs for such changes, including costs involved in claim preparation, plus five percent (5%) overhead, five percent (5%) profit and a two percent (2%) bond in the General Conditions. The Construction Manager expressly agrees that the foregoing constitute its sole and exclusive remedies for delays and changes in such work, and eliminate any other remedies for claim for increase in the contract price, delays, changes in the work, damages, losses or additional compensation.
- 16.4 In the event of any dispute over a proposed change order or any other matter arising out of the implementation or interpretation of this contract the following dispute resolution process shall apply.
- (a) Within three (3) days after denial of a contractor's change order or contract modification request in an amount, individually or in total, less than the authorized purchasing level approved for the County Manager by the County Commission (currently at \$100,000) the contractor may submit to the County Manager or a designee with experience in the oversight of construction projects for a department or business other than the department responsible for monitoring the disputed request, documentation of the contractor's position in the dispute or disagreement. The County Manager or designee, within five (5) days after the receipt of the contractor's documentation, shall review the request and make a final determination as to whether denial was arbitrary or capricious based upon

the sufficiency of the work under the terms of the contract, applicable regulations and relevant construction standards. Based upon the sufficiency and degree of completion, as well as any defects in the work and the amount reasonably required, if any, to correct or repair defective work, the reviewer shall make the final determination as to whether a written change order or contract modification should be approved by the County Manager.

- (b) If the denied request or disputed amount exceeds the County Manager's purchasing authority, the County Manager shall present a report, recommendation and the contractor's claim and documentation, to the County Commission for a final determination within thirty (30) days after receiving the contractor's documentation for the claim. The Commission shall make its decision using the standards specified in subparagraph (a) above.

16.5 Within thirty (30) days after denial of a request for a change order or contract modification by the project manager or engineer involving (1) an amount in excess of the County Manager's expenditure authority or (2) for the amount the contractor claims to be due at the time the project is ready for beneficial use or occupation, the County may, at the County's option in lieu of the procedure specified in subparagraph 16.4, submit the dispute to a mediator with knowledge or experience in construction management, as agreed upon by the parties. Upon referral to a mediator, the County and contractor shall each pay half the estimated cost of the mediator, up front. Within fifteen (15) days after the date of submittal, the mediator, applying the standards set forth in subparagraph 16.4, shall investigate the dispute and submit a written recommendation for disposition of the dispute to the County Manager or a designee with the qualifications specified in subparagraph 16.4. Within fifteen (15) days after receiving the mediator's recommendation, the County Manager shall submit the recommendation to the County Commission, along with a staff report analyzing the dispute and mediator's recommendation. Based on the standards set forth in subparagraph 16.4 above, the Commission shall decide whether to grant or deny, in whole or in part, the amounts recommended by the mediator. The Commission's decision will be deemed final action on the disputed claim for the purposes of ripening the decision for judicial review. If the mediator recommends that no change order or contract modification be granted, the contractor shall reimburse the county for any amounts paid by the county to the mediator.

16.6 The deadlines for completing the dispute resolution process described in subparagraphs 16.4 and 16.5 may be extended by mutual agreement of the contractor and the county.

ARTICLE 17

OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

- 17.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Construction Manager claims that a delay or additional cost is involved because of such action by the Owner, the Construction Manager shall make such claim as provided in this Contract.
- 17.2 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Construction Manager, who shall cooperate with them. The Construction Manager shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Construction Manager shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Construction Manager, separate contractors and the Owner until subsequently revised.
- 17.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Construction Manager under the Conditions of the Contract.
- 17.4 The Construction Manager shall afford the Owner, and separate contractors, reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with the Construction Manager, as required.
- 17.5 If part of the Construction Manager's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Construction Manager shall, prior to proceeding with that portion of the Work, promptly report to the Architect/Engineer or Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Construction Manager to report shall constitute an acknowledgment that the Owner's or separate contractors completed or partially completed construction is fit and proper to receive the

Construction Manager's Work, except as to defects not then reasonably discoverable.

- 17.6 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible thereof.
- 17.7 The Construction Manager shall promptly remedy damage wrongfully caused by the Construction Manager to completed or partially completed construction or to property of the Owner or separate contractors.

ARTICLE 18

MISCELLANEOUS

- 18.1 Interest - Any monies not paid when due to either party under this contract shall not bear interest except as may be required by Section 218.70 et seq., Florida Statutes, ("The Florida Prompt Payment Act").
- 18.2 Harmony - Construction Manager is advised and hereby agrees to exert every reasonable and diligent effort to assure that all labor employed by Construction Manager and his Subcontractors for work on the Project shall work in harmony with and be compatible with all other labor being used by building and Construction Managers now or hereafter on the site of the Project.

Construction Manager further agrees that this provision will be included in all subcontracts of the Subcontractors as well as the Construction Manager's own contract; provided, however, that this provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.
- 18.3 Apprentices - If the Construction Manager employs apprentices on the project, the behavior of the Construction Manager and the Owner shall be governed by the provision of Chapter 446, Florida Statutes, and by applicable standards and policies governing apprentice programs and agreements established by the Division of Labor of the State of Florida Department of Labor and Employment Security. The Construction Manager will include a provision similar to the foregoing sentence in each subcontract.
- 18.4 Minority Participation - The Construction Manager shall *diligently attempt* to award his material contracts, subcontracts and sub-subcontracts to firms having a letter of certification as a minority business from the "Office of Minority Business Assistance, Department of General Services, or any other Federal, Florida County or City certification.
- 18.5 Minority Employment Information - The Board of County Commissioners requires construction contracts, who would otherwise be required to file and

EEO Form 1 Report under Federal Law (currently Federal law requires filing for employers with more than 15 employees), to submit an EEO Form 1 Report with the submission of their GMP. This requirement extends to any subcontractors who are required to submit the EEO Form 1 Report (over 15 employees) under Federal law. Failure to submit an EEO Form 1 Report with your GMP will be reason to declare your proposal "non-responsive" to the proposal requirements.

However, the information will be used for statistical purposes only and will not be used in any way as a basis to award a contract. See **Attachment "P"**.

- 18.6 Public Entity Crime Affidavit attached as **Attachment "P"**.
- 18.7 Non-Collusion Affidavit of Prime Bidder attached as **Attachment "Q"**.
- 18.8 Copyright Clause No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the Owner, under this contract shall be subject to copyright by Contractor in the United States or any other Country.
- 18.9 Employment Eligibility Verification (E-Verify)

(a) The Construction Manager:

(1) 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 Construction Manager during the term of this Agreement; and

(2) shall expressly require any subcontractors performing work or providing services pursuant to this Agreement 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 Agreement; and

(3) agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Owner consistent with the terms of the Construction Manager's enrollment in the program. This includes maintaining a copy of proof of the Construction Manager's and subcontractors' enrollment in the E-Verify Program.

(b) Compliance with the terms of this section is made an express condition of this Contract and the Owner may treat a failure to comply as a material breach of this Agreement.

(c) 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.

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

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first written above.

ATTEST:

[Signature]
Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
COUNTY COMMISSIONERS, BREVARD
COUNTY, FL

[Signature]
Bryan Andrew Lober, Chair

Reviewed for legal form and context:

AO-29 attached
Christine Valliere, Assistant County
Attorney

As Approved by the Board on: M.I.R.A. CIP

Date Signed: July 21, 2020

RUSH
[Redacted] CONSTRUCTION, INC.
[Signature]

Print Name: William Chivers

Title: President & CEO

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this July 14, 2020 by William Chivers of RUSH CONSTRUCTION, a S corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

(Notary Seal)

[Signature]
Notary Public



Kimberly A. Wecker
COMMISSION # 00269338
EXPIRES: October 18, 2022
Bonded Thru Aaron Notary

My Commission Expires Oct. 18, 2022

ATTACHMENT "A"

CONSTRUCTION TEAM ASSIGNED REPRESENTATIVES

Owner

Brevard County Facilities Department

Tim Lawry

George Clark

Mary Bowers

Sherry Collett

Project Director

Construction Coordinator

Support Services Manager/Contracts

Special Projects Coordinator II

Architect-Engineer

Bussen-Mayer Engineering Group

Construction Manager

William Chivers

Mike Lapinski

Justin Grantham

Laurie Solis

Steven Keefer

Conrad Wilson

President

Vice President/Principal-In-Charge

Project Manager

Project Administrator

Project Superintendents

Estimator/Cost Control

ATTACHMENT "B"

PROJECT SCOPE OF WORK

Veteran's Memorial Park Merritt Island Redevelopment Agency Improvements

Scope of work consists of removing of 3 trees, removal of 40 LF of chain link fence, removal of a section of asphalt, removal of the concrete barricades, install 29,988 SF of sidewalk 8-foot-wide by 6 inches deep, install 547 LF of boardwalk 8-foot-wide with split rail hand rail, install 98 LF of pedestrian railing, install 870 feet of curbing, install 48 parking spaces with 2 handicap spaces with signs and 2-wheel stops, install 6,392 SF of stabilized grass parking, install irrigation pump and piping for the medal of honor park, install 49,722 sf. sod for the medal of honor park and 5 feet on each side of the sidewalk, per the drawing from Bussen-Mayer Engineering Group dated 2/26/2020.

ATTACHMENT "C"

DIRECT PURCHASING PROCEDURE CONSTRUCTION MANAGEMENT CONTRACT

INTENT: The Owner of this Project, Brevard County, Florida, intends that these procedures govern the County's direct purchases of selected materials so that the County may take advantage of its tax-exempt status. All monies which would have been payable as taxes, if not for Owner direct purchase under these procedures, will inure solely to the benefit of the Owner. The Owner's direct purchase of materials will not minimize or conflict with the Construction Manager's responsibility for the purchase, installation, coordination, storage, protection, warranty, etc. of the materials as described herein and in the plans and specifications of the Contract.

Definitions: For the purpose of these Procedures, the following words have the following definitions.

- a) **Contract:** Construction Management Contract by and between Construction Manager and Brevard County Board of County Commissioners, Viera, Florida for the Veteran's Park – Merritt Island Redevelopment Agency Improvements.
- b) **County Purchased Materials:** Materials purchased directly by the Owner through execution and delivery of a Purchase Order.
- c) **GMP** - Guaranteed Maximum Price established under the Contract.
- d) **Materials:** Tangible Personal Property necessary for completion of the Project.
- e) **Materials Deduction Summary:** Written document signed by Owner's representative and Construction Manager setting forth the amounts of County Purchased Materials, plus applicable taxes were the purchase not exempt from such taxes, as reflected in the parti previously executed deductive change order(s) to the Contract showing deduction of such Materials from the GMP.
- f) **Owner:** See Definition in Article I, section 1.3.
- g) **Owner's Representative:** See Definition in Article I, section 1.3.
- h) **Project:** See Definition in Article I, section 1.3.
- i) **Purchase Order:** The Owner's request for Materials from a particular vendor or supplier when fully executed and delivered to the Construction Manager, and the Owner's promise to pay for the Material specified upon delivery and acceptance at the Project Site, and presentation of an invoice by the Construction Manager to the Owner certifying payment of same.
- j) **Material Requisition:** A request by the Construction Manager to the Owner that the Owner directly purchase specific items described in sufficient detail, including quantity, grade, brand, etc., along with the vendor or material supplier and that

vendor or material supplier's quoted price for the Materials.

Overview: The Owner requires the Construction Manager (hereinafter, "Manager") to notify the Owner's Representative of Materials needed for the Project exceeding \$5,000.00 in value, through a Material Requisition form. For the purpose of these Procedures, the Manager will assign to the Owner any rights the Manager may have under quotes, contracts or commitments received from the particular vendor or supplier for the Materials described in the Material Requisition. Any Materials purchased by Owner pursuant to these Procedures shall be referred to as "County Purchased Materials", and the responsibilities of the Owner and Manager relating to such County Purchased Materials shall be governed by the terms and conditions of these Procedures, which shall take precedence over other conditions and terms of the Contract Documents where inconsistencies or conflicts exist. The invoiced amount of County Purchased Materials and applicable sales tax had the purchases not been tax exempt, once finalized through the Owner's Purchase Order and after confirmation of completed delivery and acceptance pursuant to this Procedure, will be deducted from the GMP, as defined in the Contract, by deductive change order.

Owner Direct Purchasing Requirements and Procedures: When a Materials purchase for the Project is estimated to be \$5,000 or greater and time will allow for an Owner Direct Purchase, Manager shall prepare a Material Requisition form, *(to be provided by the Owner)*, acceptable to Owner, and which specifically identifies the Materials which Owner may, in its discretion, elect to purchase directly. The Material Requisition form shall be complete when submitted, and all information requested provided. Along with the Material Requisition the Construction Manager must provide:

- a) The name, address, telephone and fax number and contact person for the material supplier;
- b) Manufacturer or brand, model or specification number of the item;
- c) Quantity needed as estimated by Manager;
- d) The price quoted by the supplier for the Materials identified therein;
- e) Any sales tax associated with such quote if it were not purchased by a tax-xempt entity;
- f) Shipping and handling cost, including associated insurance;
- g) Delivery dates as established by the Manager;
- h) Subcontractor's written acknowledgment of these Procedures for Owner Direct Purchase of Materials.

After receipt of the Material Requisition, the Owner's Representative will determine whether the Owner will directly purchase the Materials described in the Material Requisition, and communicate consent or decline to purchase the materials to the Manager within twenty-four (24) hours. Brevard County's Purchasing Division shall be the Owner's approving authority on Purchase Orders of County Purchased Materials. If the Owner consents to purchase the Materials, the Owner shall issue a Purchase Order for same. The Owner shall issue the original Purchase Order, and the Manager shall deliver the Purchase Order to the subcontractor. The Purchase Order shall require (1) that the supplier provide the required shipping, (2) that the supplier provide the required shipping and handling insurance, and (3) delivery of the County Purchased Materials on the delivery dates provided by the Manager in the Material Requisition.

The Manager shall be fully responsible for all matters relating to the receipt of County Purchased Materials under these Procedures, including, but not limited to, preparation of shop

drawings and submittals, verifying correct quantities, verifying documents of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss or damage to equipment and materials due to the negligence of the Manager. The Manager shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Manager for the Materials furnished. The Manager shall provide all services required for the unloading, handling and storage of Materials through installation. The Manager agrees to indemnify and hold the Owner harmless from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions of Manager.

The Manager shall insure that County Purchased Materials conform to the Specifications, and determine prior to incorporation into the Work, if such Materials are patently defective, and whether such Materials are identical to the Material ordered and match the description on the bill of lading. As County Purchased Materials are delivered to the job site, the Manager shall inspect all shipments from the suppliers, and, if in conformance with the Purchase Order, approve the vendor's invoice for materials delivered. The Manager shall assure that each delivery of County Purchased Material is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of an itemized delivery ticket, packing slip or invoice from the supplier conforming to the Purchase Order against which the purchase is made, together with such additional information as the Owner may require. The Manager will then forward the documentation to the Owner.

If the Manager discovers defective or non-conformities in County Purchased Material upon inspection, the Manager shall not use such non-conforming or defective Materials in the Work and instead shall promptly notify the Owner of the defective or non-conforming conditions and coordinate the repair or replacement of those Materials without any undue delay or interruption to the Project. All repair, maintenance or damage-repair calls shall be forwarded to the Manager for resolution with the appropriate supplier, vendor, or subcontractor. If the Manager fails to perform such inspection, the condition of which the Manager either knew or should have known by performance of an inspection, Manager shall be responsible for all damages to the County resulting from Manager's incorporation of such Materials into the Project, including liquidated or delay damages.

On a bi-weekly basis, Manager shall be required to review invoices submitted by all suppliers of County Purchased Materials delivered to the Project Site during that month and either concur or object to the Owner's issuance of payment to the suppliers, based on Manager's records of materials delivered to the site. In order to arrange for the prompt payment to the supplier, the Manager shall provide to the Owner a list indicating the acceptance of the goods or materials within fifteen (15) days of receipt of said invoice for goods or materials. The list shall reference the applicable purchase order and include a copy of the invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the Owner. Upon receipt of the appropriate documentation in duplicate, the Owner shall prepare a check drawn to the supplier based upon the receipt of data provided. This check will be delivered directly to the supplier. If any discounts are available from the supplier or vendor, they shall accrue to the benefit of the Owner, and the amount quoted by the vendor, plus applicable tax, shall be deducted from the GMP. The Manager agrees to assist the Owner to immediately obtain partial or final releases or waivers as appropriate.

Following performance of the Purchase Orders by the suppliers, and submittal of documentation confirming same to Owner with an invoice for payment by Owner, the Manager shall execute

and deliver to the Owner at the end of each month along with the Manager's regular pay requests, a Materials Deduction Summary setting forth the full value of all County Purchased Materials, plus all taxes which would have been payable on the purchase of the Materials had they not been Owner purchased. The Materials Deduction Summary shall show all sums to be deducted by an appropriate deductive change order, and ultimately the GMP, to date. The Board of County Commissioners, or their authorized representative, shall be the approving authority for the Owner on the Materials Deduction Summary for County Purchased Materials.

The Manager shall maintain records of all County Purchased Materials incorporated into the Work. These records shall be available for inspection by the Owner upon request.

Notwithstanding the delivery of County Purchased Materials to the Project Site for the Manager's inspection, custody and incorporation into the Work, the Owner shall retain legal and equitable title to any and all County Purchased Materials. The transfer of possession of County Purchased Materials from the Owner to the Manager shall constitute a bailment for the mutual benefit of the owner and the Manager solely for the purposes set forth herein. The Owner shall be considered the bailer and the Manager the bailee of the County Purchased Materials. County Purchased Materials shall be considered returned to the Owner for purposes of their bailment at such time as they are incorporated into the Project or are returned to the vendor or supplier at the discretion of the Manager prior to payment for the Purchase Order by Owner.

The Owner shall purchase and maintain Builder's Risk Insurance sufficient to protect against any loss or damage to County Purchased Materials. Such insurance shall cover the full value of any County Purchased Materials not yet incorporated into the Project from the time the Owner first takes title to any of such County Purchased Materials and the time when the last of such County Purchased Materials is incorporated into the Project, or are returned to the vendor at the Manager's discretion prior to Owner's payment for same.

The Owner shall in no way be liable for any interruption or delay in the Project, for any defects or other problems with the Project, or any extra costs or time resulting from any delay in the delivery of, or defects in, County Purchased Materials.

ATTACHMENT "D"

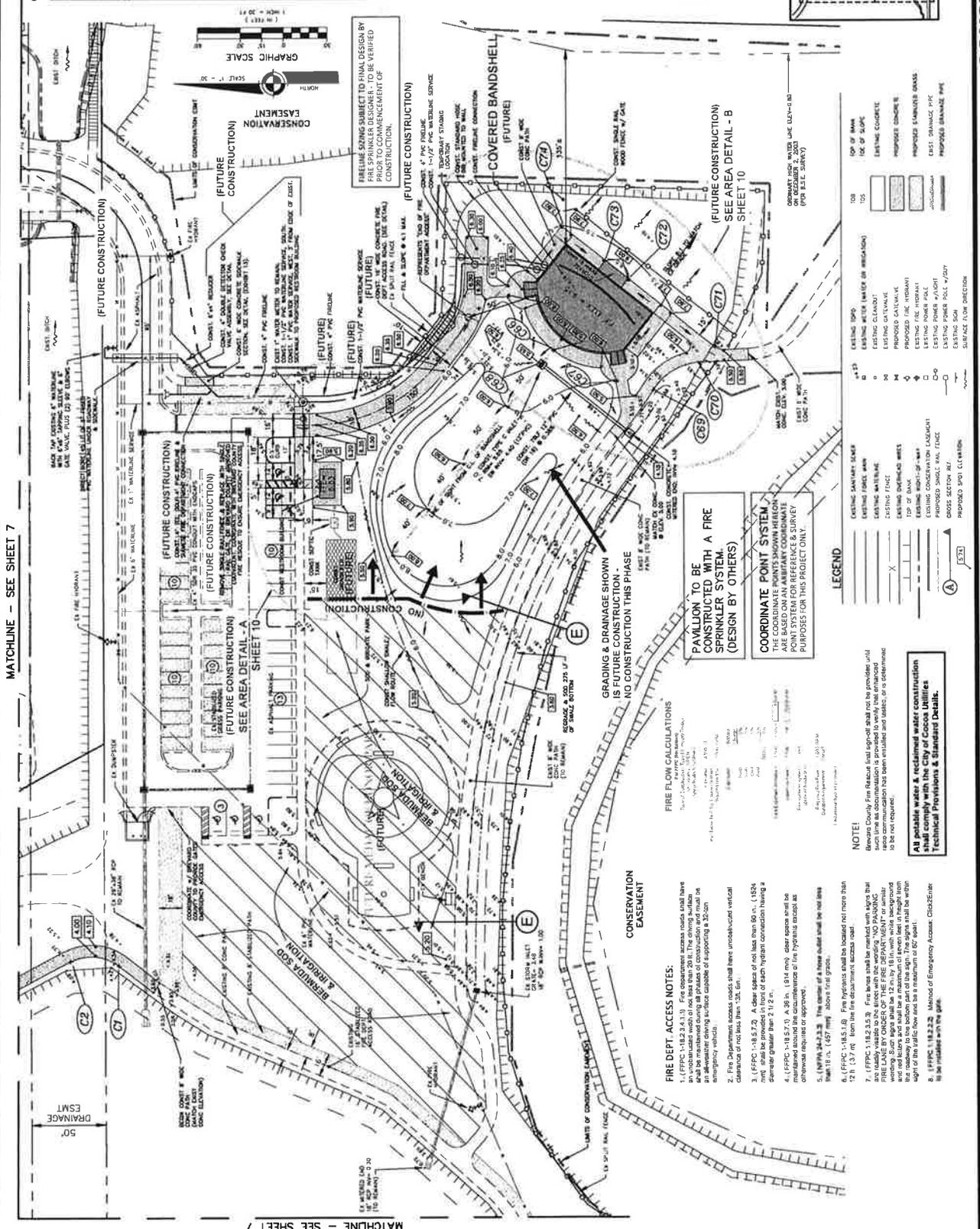
DRAWINGS AND SPECIFICATIONS

SHEET INDEX

SHEET	DESCRIPTION
1	COVER SHEET
2	SUMMARY OF PAY ITEMS & GENERAL NOTES
3	SURVEY CONTROL PLAN
4-6	EXISTING CONDITIONS PLAN
7-10	PAVING/GRADING/DRAINAGE & UTILITY PLAN
11	GUARDRAIL PLAN
12-15	CROSS SECTIONS/SITE DETAILS
16-18	CITY OF COCOA UTILITIES STANDARD WATER DETAILS
19-20	CITY OF COCOA UTILITIES TECHNICAL PROVISIONS
21	BREVARD COUNTY PUBLIC WORKS ENGINEERING STANDARD DEVELOPMENT NOTES
22-23	STORM WATER POLLUTION PREVENTION PLAN
L1-L8	LANDSCAPE PLAN (BY OTHERS)
E1-E7	SITE LIGHTING PLAN (BY OTHERS)

COORDINATE POINT TABLE

Point Number	Northing	Easting
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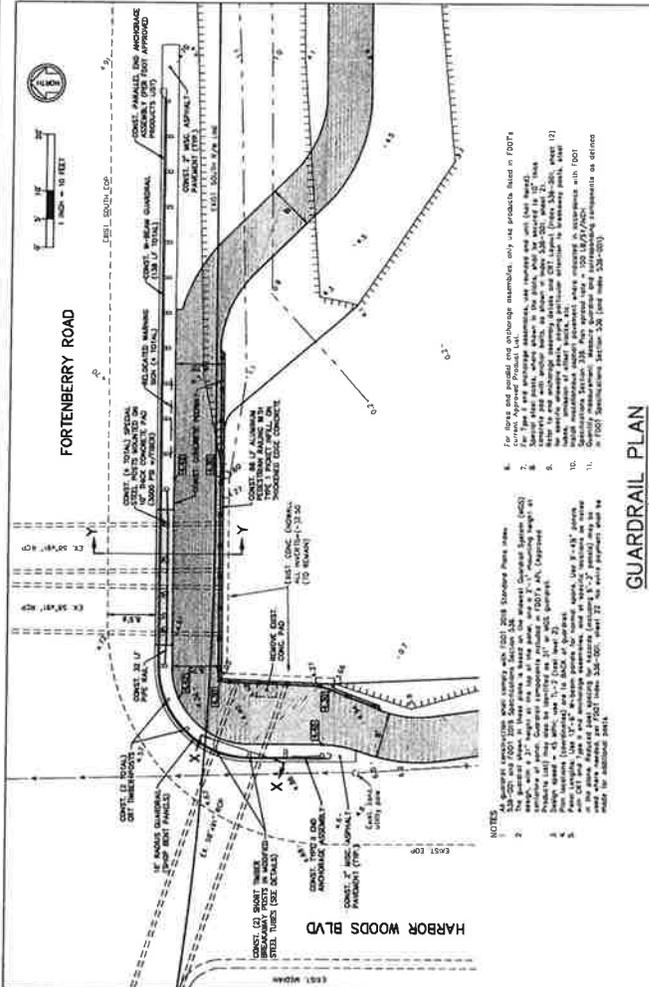


DATE	NO.	DESCRIPTION
07/27/18	1	ISSUE FOR BIDDING COUNTY COMMENTS
07/27/18	2	ISSUE FOR BIDDING COUNTY COMMENTS
07/27/18	3	ISSUE FOR BIDDING COUNTY COMMENTS
07/27/18	4	ISSUE FOR BIDDING COUNTY COMMENTS
07/27/18	5	ISSUE FOR BIDDING COUNTY COMMENTS
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07/27/18	9	ISSUE FOR BIDDING COUNTY COMMENTS
07/27/18	10	ISSUE FOR BIDDING COUNTY COMMENTS

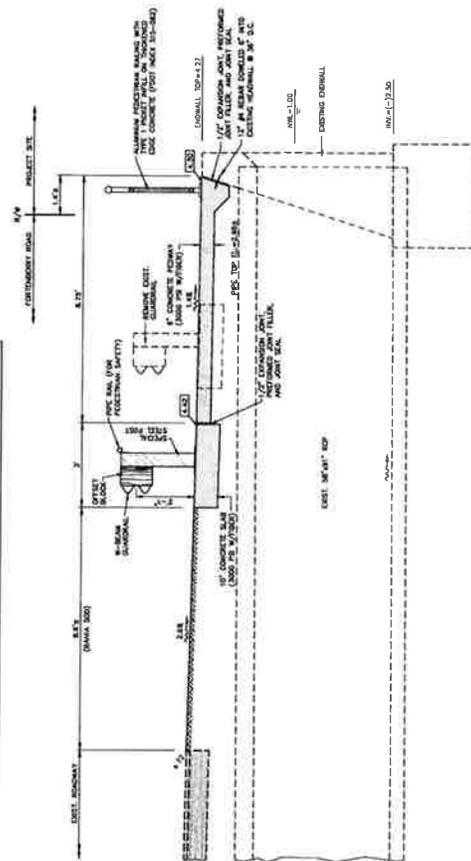
SHEET NO. 11 OF 23
 PROJECT NO. 18-001
 DATE: JUN 30 2018
 DRAWN BY: J. L. BROWN
 CHECKED BY: J. L. BROWN
 APPROVED BY: J. L. BROWN
 STATE OF TEXAS
 PROFESSIONAL ENGINEER
 LICENSE NO. 36835

M.R.A. IMPROVEMENTS
 Veteran's Memorial Park
 Fortenberry Road
 Harbor Woods Blvd
 Houston, Texas 77058
 Project No. 18-001

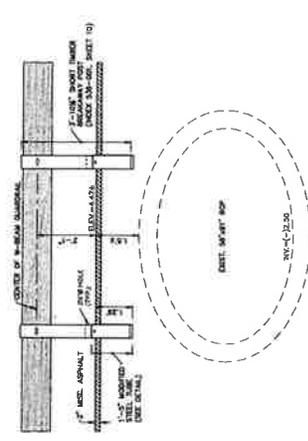
Bussen - Moyer Engineering Group, Inc.
 100 PENNELL STREET • HOUSTON TEXAS 77024
 P.O. BOX 121143 • HOUSTON TEXAS 77212
 PHONE: 281.441.1234
 FAX: 281.441.1235
 WWW: BUSSENGROUP.COM
 License No. 36835



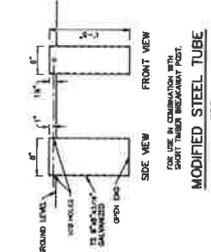
- NOTES:**
1. All guardrail construction shall comply with (DOT) 2018 Standard Plans, Item 332-022 and (DOT) 2018 Specifications Section 106 and Section 107.1.
 2. All guardrail construction shall be in accordance with the latest edition of the Texas Department of Transportation (TxDOT) Standard Plans, Item 332-022 and (DOT) 2018 Specifications Section 106 and Section 107.1.
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 11. All guardrail construction shall be in accordance with the latest edition of the Texas Department of Transportation (TxDOT) Standard Plans, Item 332-022 and (DOT) 2018 Specifications Section 106 and Section 107.1.



SECTION Y
(FACING EAST)
1"=2'



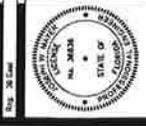
SECTION X
(FACING WEST)
1"=2'



MODIFIED STEEL TUBE
N.T.S.

NO. 1	DATE	BY	REVISION
1	02/27/20	MS	AS SHOWN
2	02/27/20	MS	REVISED PER BREAKING COUNTY COMMENTS
3	02/27/20	MS	REVISED PER BREAKING COUNTY COMMENTS
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DATE: 02/27/20
 TIME: 10:00 AM
 BY: MS



JOSEPH M. MAYER, P.E.
 LICENSE NO. 35555
 FLORIDA

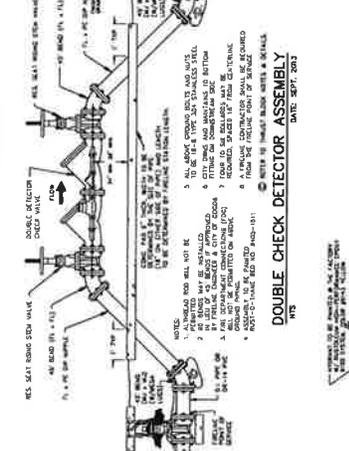
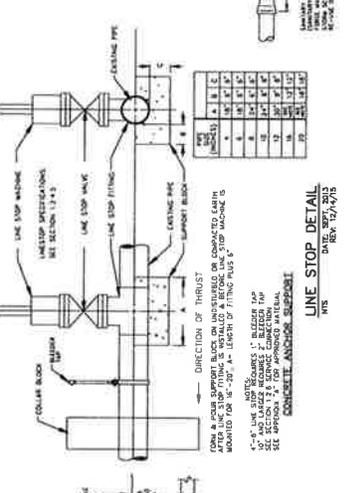
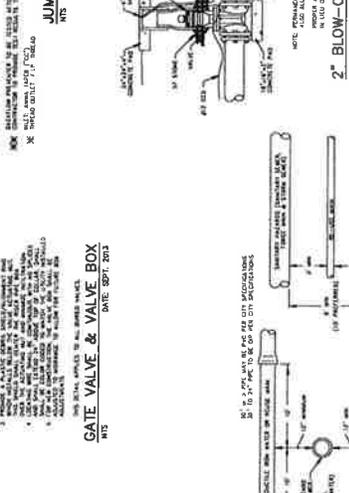
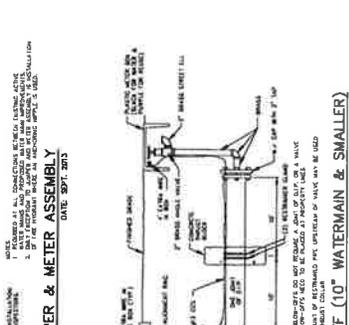
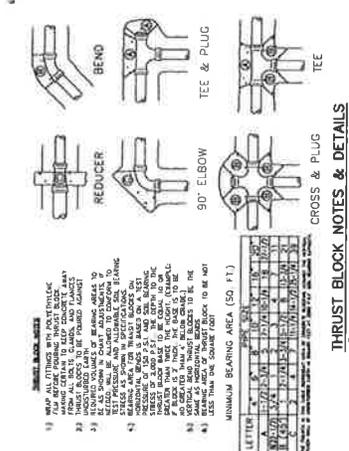
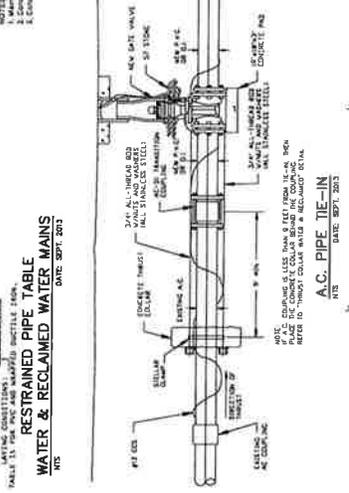
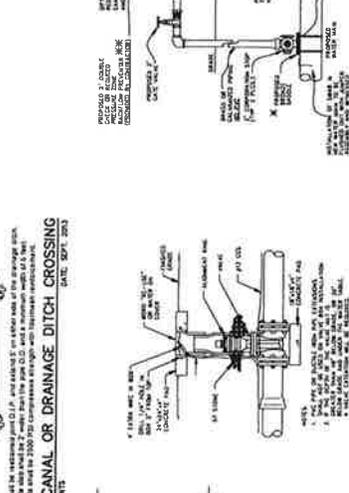
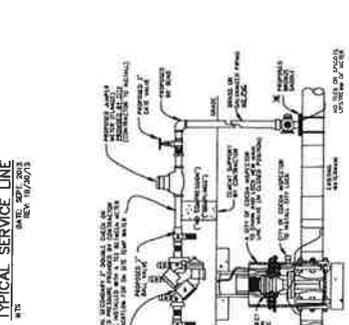
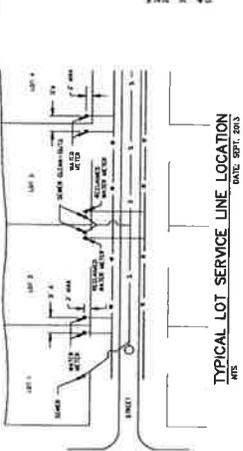
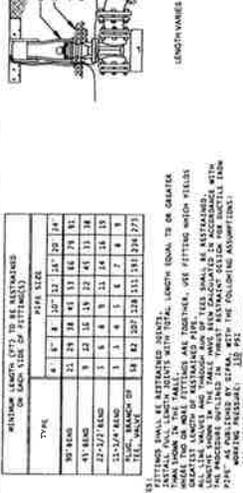
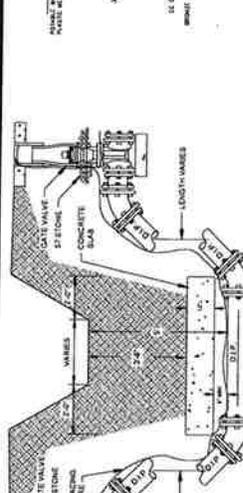
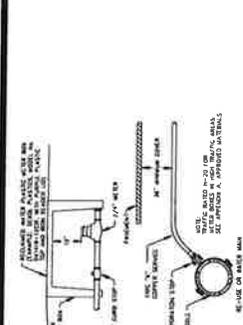
Bussen-Moyer Engineering Group, Inc.
 100 MARKET STREET, FLEMING, FLORIDA 32033
 PHONE: 904.337.4300 • FAX: 904.337.4305
 WWW.BUSSENGROUP.COM

M.R.A. IMPROVEMENTS
VETERAN'S MEMORIAL PARK
 BRADDOCK COUNTY

DATE: JAN. 13, 2018
 DRAWN BY: MS
 CHECKED BY: MS
 SCALE: AS SHOWN

City of Cocoa Utilities
 Standard Water
 Details

Sheet **16** of 23



NOTES:

- All potable water & reclaimed water construction shall comply with the City of Cocoa Utilities Technical Provisions & Standard Details, latest edition.
- Not all details may be required. Refer to the plan sheets for project specific requirements.
- All materials are to be in accordance with City of Cocoa Utilities Department Technical Provisions and Standard Details, Appendix A: Approved Materials, which can be found on the City of Cocoa website, www.cococafl.org/250/Engineering

TYPICAL REQUIRED SEPARATION
 DATE: 10/27/14

VERTICAL CLEARANCE (SEE SECTION 10-303.3)
 MIN. 18" CLEARANCE FROM TOP OF PIPE TO BOTTOM OF OVERHEAD WIRE.

HORIZONTAL CLEARANCE
 MIN. 18" CLEARANCE FROM SIDE OF PIPE TO CENTERLINE OF OVERHEAD WIRE.

MINIMUM BEARING AREA (50 P.S.F.)

DOUBLE CHECK DETECTOR ASSEMBLY
 DATE: 09/12/2013

LINE STOP DETAIL
 DATE: 09/12/2013

STORM DRAIN CROSSING
 DATE: 09/12/2013

FIRE HYDRANT ASSEMBLY
 DATE: 09/12/2013

WATER - POTABLE & RECLAIMED (continued)

15.1.1 LOCATING WIRE

All City of Cocoa water and reclaimed water lines shall be located by the City of Cocoa...

15.1.2 SERVICE LINE LOCATION

All service lines shall be located by the City of Cocoa...

15.1.3 BACKFILL MATERIAL AND INSULATION

Backfill material shall be placed in accordance with the following specifications...

15.1.4 VALVES AND FITTINGS

All valves and fittings shall be installed in accordance with the following specifications...

15.1.5 PIPE JOINTS

All pipe joints shall be installed in accordance with the following specifications...

15.1.6 THINSET BLOCKS AND COLLARS

Thinset blocks and collars shall be installed in accordance with the following specifications...

15.1.7 JACK AND BORE PIPE INSTALLED IN OASIS

Jack and bore pipe shall be installed in accordance with the following specifications...

JACK AND BORE

Jack and bore shall be performed in accordance with the following specifications...

15.1.3 HORIZONTAL DIRECTIONAL DRILLING

Horizontal directional drilling shall be performed in accordance with the following specifications...

ENGINEERING PROCEDURE HORIZONTAL DIRECTIONAL DRILLS

The engineering procedure for horizontal directional drilling shall be submitted to the City of Cocoa...

15.1.4 BLOWOUTS

Blowouts shall be performed in accordance with the following specifications...

15.1.5 TIE-INS TO EXISTING SYSTEMS

Tie-ins to existing systems shall be performed in accordance with the following specifications...

15.1.6 BIRMAL

Birmal shall be installed in accordance with the following specifications...

15.1.7 MATEL 90 and 120

Matel 90 and 120 shall be installed in accordance with the following specifications...

1.7 TESTING

1.7.1 GENERAL

All newly installed pipe systems shall have been tested in accordance with AWWA...

1.7.2 JUMPER METER ASSEMBLY

Jumper meter assemblies shall be installed in accordance with the following specifications...

1.7.3 PRESSURE TESTING

Pressure testing shall be performed in accordance with the following specifications...

1.7.4 DISINFECTION & BACTERIOLOGICAL TESTING

Disinfection and bacteriological testing shall be performed in accordance with the following specifications...

1.7.5 CLEAN-UP AND ACCEPTANCE

Clean-up and acceptance shall be performed in accordance with the following specifications...

1.7.6 HYDRAULIC TESTING

Hydraulic testing shall be performed in accordance with the following specifications...

1.7.7 FLUSHING AND SWABING

Flushing and swabbing shall be performed in accordance with the following specifications...

1.7.8 CLEAN-UP AND ACCEPTANCE

Clean-up and acceptance shall be performed in accordance with the following specifications...

1.7.9 LEAKAGE TEST

1.7.9.1 GENERAL

Leakage testing shall be performed in accordance with the following specifications...

1.7.9.2 ALLOWABLE LEAKAGE

Allowable leakage shall be determined in accordance with the following specifications...

1.7.9.3 PRESSURE TESTING

Pressure testing shall be performed in accordance with the following specifications...

1.7.9.4 DISINFECTION & BACTERIOLOGICAL TESTING

Disinfection and bacteriological testing shall be performed in accordance with the following specifications...

1.7.9.5 CLEAN-UP AND ACCEPTANCE

Clean-up and acceptance shall be performed in accordance with the following specifications...

1.7.9.6 HYDRAULIC TESTING

Hydraulic testing shall be performed in accordance with the following specifications...

1.7.9.7 FLUSHING AND SWABING

Flushing and swabbing shall be performed in accordance with the following specifications...

1.7.9.8 CLEAN-UP AND ACCEPTANCE

Clean-up and acceptance shall be performed in accordance with the following specifications...

1.1 FIRE SERVICE

1.1.1 GENERAL

Fire service shall be provided in accordance with the following specifications...

1.1.2 CONNECTION OF BUILDINGS OVER FOUR FLOORS

Buildings over four floors shall be connected to the fire service in accordance with the following specifications...

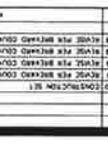
1.1.3 BACKFLOW PREVENTERS

Backflow preventers shall be installed in accordance with the following specifications...

1.1.4 RECORD DRAWINGS

Record drawings shall be submitted in accordance with the following specifications...

Table with columns for date, location, and project name.



JOSEPH W. HAVEN, P.E. LICENSE NO. 30886



City of Cocoa, Florida Utilities Department

Bussen-Mayer Engineering Group, Inc.

M.R.A. IMPROVEMENTS VETERAN'S MEMORIAL PARK

Sheet 20 of 22

NOTES: 1. All potable water & reclaimed water construction shall comply with the City of Cocoa Utilities Technical Provisions & Standard Details, latest edition. 2. Not all details may be required. Refer to the plan sheets for project specific requirements. 3. All materials are to be in accordance with City of Cocoa Utilities Department Technical Provisions and Standard Details, Appendix A, Approved Materials, which can be found on the City of Cocoa website: www.cococafl.org/250/Engineering

City of Cocoa, Florida Utilities Department Updated June 1, 2017

CONSTRUCTION SET

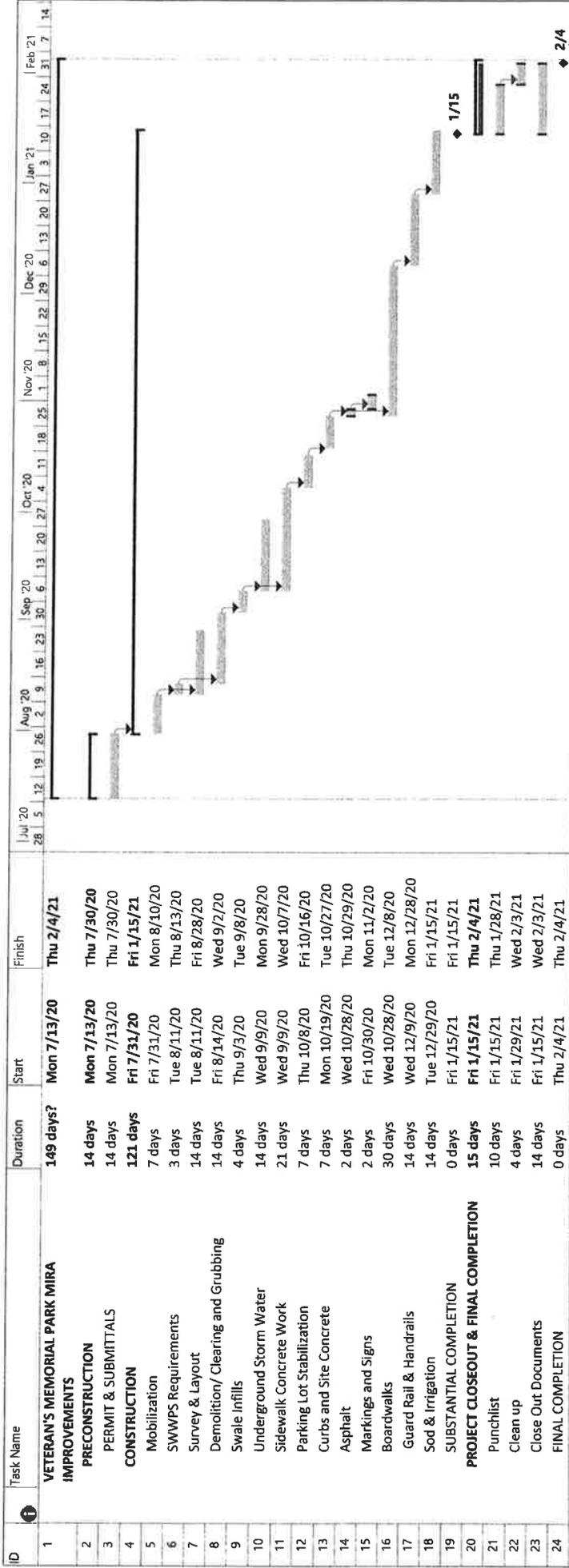
BREYARD COUNTY PUBLIC WORKS ENGINEERING STANDARD DEVELOPMENT NOTES

<p>GENERAL</p> <ol style="list-style-type: none"> ALL CONSTRUCTION SHALL CONFORM TO FOOT DESIGN STANDARDS (LATEST EDITION), FOOT STANDARD SPECIFICATIONS FOR ROADWAYS WITHIN THE COUNTY, AND THE STANDARD SPECIFICATIONS FOR ROADWAYS WITHIN THE COUNTY. THE CONTRACTOR SHALL NOTIFY BREYARD COUNTY PUBLIC WORKS ENGINEERING OF ANY CHANGES TO THE PROJECT PRIOR TO THE START DATE OF CONSTRUCTION WITHIN THE HIGHWAY-OWNED CONSTRUCTION PERIOD. ANY CHANGES TO THE PROJECT SHALL BE APPROVED BY THE COUNTY ENGINEER PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND TRAFFIC VOLUMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND TRAFFIC VOLUMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND TRAFFIC VOLUMES. ALL UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND TRAFFIC VOLUMES. ALL UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND TRAFFIC VOLUMES. 	<p>CONCRETE PAVING AND SIDEWALKS</p> <ol style="list-style-type: none"> ALL SIDEWALKS SHALL BE CONSTRUCTED PER FOOT DESIGN STANDARDS (LATEST EDITION) UNLESS OTHERWISE SPECIFIED. ALL SIDEWALKS SHALL BE CONSTRUCTED PER FOOT DESIGN STANDARDS (LATEST EDITION) UNLESS OTHERWISE SPECIFIED. ALL SIDEWALKS SHALL BE CONSTRUCTED PER FOOT DESIGN STANDARDS (LATEST EDITION) UNLESS OTHERWISE SPECIFIED. ALL SIDEWALKS SHALL BE CONSTRUCTED PER FOOT DESIGN STANDARDS (LATEST EDITION) UNLESS OTHERWISE SPECIFIED. ALL SIDEWALKS SHALL BE CONSTRUCTED PER FOOT DESIGN STANDARDS (LATEST EDITION) UNLESS OTHERWISE SPECIFIED. 	<p>CONCRETE BOX CULVERT NOTES</p> <ol style="list-style-type: none"> ALL CONSTRUCTION SHALL CONFORM TO FOOT DESIGN STANDARDS (LATEST EDITION), FOOT STANDARD SPECIFICATIONS FOR ROADWAYS WITHIN THE COUNTY, AND THE STANDARD SPECIFICATIONS FOR ROADWAYS WITHIN THE COUNTY. ALL CONSTRUCTION SHALL CONFORM TO FOOT DESIGN STANDARDS (LATEST EDITION), FOOT STANDARD SPECIFICATIONS FOR ROADWAYS WITHIN THE COUNTY, AND THE STANDARD SPECIFICATIONS FOR ROADWAYS WITHIN THE COUNTY. ALL CONSTRUCTION SHALL CONFORM TO FOOT DESIGN STANDARDS (LATEST EDITION), FOOT STANDARD SPECIFICATIONS FOR ROADWAYS WITHIN THE COUNTY, AND THE STANDARD SPECIFICATIONS FOR ROADWAYS WITHIN THE COUNTY. ALL CONSTRUCTION SHALL CONFORM TO FOOT DESIGN STANDARDS (LATEST EDITION), FOOT STANDARD SPECIFICATIONS FOR ROADWAYS WITHIN THE COUNTY, AND THE STANDARD SPECIFICATIONS FOR ROADWAYS WITHIN THE COUNTY. ALL CONSTRUCTION SHALL CONFORM TO FOOT DESIGN STANDARDS (LATEST EDITION), FOOT STANDARD SPECIFICATIONS FOR ROADWAYS WITHIN THE COUNTY, AND THE STANDARD SPECIFICATIONS FOR ROADWAYS WITHIN THE COUNTY.
<p>ASPHALT</p> <ol style="list-style-type: none"> ALL ASPHALT SHALL BE CONSTRUCTED PER FOOT DESIGN STANDARDS (LATEST EDITION) UNLESS OTHERWISE SPECIFIED. ALL ASPHALT SHALL BE CONSTRUCTED PER FOOT DESIGN STANDARDS (LATEST EDITION) UNLESS OTHERWISE SPECIFIED. ALL ASPHALT SHALL BE CONSTRUCTED PER FOOT DESIGN STANDARDS (LATEST EDITION) UNLESS OTHERWISE SPECIFIED. ALL ASPHALT SHALL BE CONSTRUCTED PER FOOT DESIGN STANDARDS (LATEST EDITION) UNLESS OTHERWISE SPECIFIED. ALL ASPHALT SHALL BE CONSTRUCTED PER FOOT DESIGN STANDARDS (LATEST EDITION) UNLESS OTHERWISE SPECIFIED. 	<p>CONCRETE BOX CULVERT NOTES</p> <ol style="list-style-type: none"> ALL CONSTRUCTION SHALL CONFORM TO FOOT DESIGN STANDARDS (LATEST EDITION), FOOT STANDARD SPECIFICATIONS FOR ROADWAYS WITHIN THE COUNTY, AND THE STANDARD SPECIFICATIONS FOR ROADWAYS WITHIN THE COUNTY. ALL CONSTRUCTION SHALL CONFORM TO FOOT DESIGN STANDARDS (LATEST EDITION), FOOT STANDARD SPECIFICATIONS FOR ROADWAYS WITHIN THE COUNTY, AND THE STANDARD SPECIFICATIONS FOR ROADWAYS WITHIN THE COUNTY. ALL CONSTRUCTION SHALL CONFORM TO FOOT DESIGN STANDARDS (LATEST EDITION), FOOT STANDARD SPECIFICATIONS FOR ROADWAYS WITHIN THE COUNTY, AND THE STANDARD SPECIFICATIONS FOR ROADWAYS WITHIN THE COUNTY. ALL CONSTRUCTION SHALL CONFORM TO FOOT DESIGN STANDARDS (LATEST EDITION), FOOT STANDARD SPECIFICATIONS FOR ROADWAYS WITHIN THE COUNTY, AND THE STANDARD SPECIFICATIONS FOR ROADWAYS WITHIN THE COUNTY. ALL CONSTRUCTION SHALL CONFORM TO FOOT DESIGN STANDARDS (LATEST EDITION), FOOT STANDARD SPECIFICATIONS FOR ROADWAYS WITHIN THE COUNTY, AND THE STANDARD SPECIFICATIONS FOR ROADWAYS WITHIN THE COUNTY. 	<p>CONCRETE BOX CULVERT NOTES</p> <ol style="list-style-type: none"> ALL CONSTRUCTION SHALL CONFORM TO FOOT DESIGN STANDARDS (LATEST EDITION), FOOT STANDARD SPECIFICATIONS FOR ROADWAYS WITHIN THE COUNTY, AND THE STANDARD SPECIFICATIONS FOR ROADWAYS WITHIN THE COUNTY. ALL CONSTRUCTION SHALL CONFORM TO FOOT DESIGN STANDARDS (LATEST EDITION), FOOT STANDARD SPECIFICATIONS FOR ROADWAYS WITHIN THE COUNTY, AND THE STANDARD SPECIFICATIONS FOR ROADWAYS WITHIN THE COUNTY. ALL CONSTRUCTION SHALL CONFORM TO FOOT DESIGN STANDARDS (LATEST EDITION), FOOT STANDARD SPECIFICATIONS FOR ROADWAYS WITHIN THE COUNTY, AND THE STANDARD SPECIFICATIONS FOR ROADWAYS WITHIN THE COUNTY. ALL CONSTRUCTION SHALL CONFORM TO FOOT DESIGN STANDARDS (LATEST EDITION), FOOT STANDARD SPECIFICATIONS FOR ROADWAYS WITHIN THE COUNTY, AND THE STANDARD SPECIFICATIONS FOR ROADWAYS WITHIN THE COUNTY. ALL CONSTRUCTION SHALL CONFORM TO FOOT DESIGN STANDARDS (LATEST EDITION), FOOT STANDARD SPECIFICATIONS FOR ROADWAYS WITHIN THE COUNTY, AND THE STANDARD SPECIFICATIONS FOR ROADWAYS WITHIN THE COUNTY.

ATTACHMENT "E"

**CONSTRUCTION MANAGER'S
PRELIMINARY CONSTRUCTION SCHEDULE**

See Attached



Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

ATTACHMENT "F"

ORDINANCE 98-37

AN ORDINANCE AMENDING CHAPTER 2 OF THE BREVARD COUNTY CODE TO CREATE ARTICLE VII, A PROCEDURE FOR PREQUALIFYING CONSTRUCTION CONTRACTORS, FOR COMPETITIVE BIDDING CRITERIA AND FOR DEBARMENT OF CONSTRUCTION CONTRACTORS AND SURETIES; PROVIDING FOR ALTERNATIVE CONSTRUCTION DELIVERY METHODS; PROVIDING FOR PREQUALIFICATION AND COMPETITIVE BIDDING CRITERIA, PROCEDURE, AND FOR A STANDARD OF PROOF; PROVIDING FOR EDITING OF THE ORDINANCE FOR INCLUSION WITHIN THE BREVARD COUNTY CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 255.20, Fla. Stat. (1997) requires that standards and procedures for determining the lowest qualified and responsive bidder or award of a construction contract under any delivery method be established if a bidder is selected for any reason other than price; and

WHEREAS, the Board has determined that it is in the public's best interest to provide such standards and procedures so that the Board may select the most qualified and responsive bidder; and

WHEREAS, the Board has determined that it is in the public's best interest to prevent construction firms and sureties who have defaulted on a previous contract with the County from future bidding on County projects through a debarment procedure;

THEREFORE, be it ordained by the Board of County Commissioners of Brevard County, Florida as follows:

Section 1: Chapter 2 of the Brevard County Code shall be amended to create Article VII as follows:

- 1. DEFINITIONS: The following words shall have these meanings throughout this article:**

"AFFECTED PARTY" means an individual or business which has submitted a bid, offer, proposal, quotation, or response which is rejected, or is found unqualified under the provisions of this article, or which would be selected if a low bidder was found unqualified or nonresponsive.

"BOARD" means the Board of County Commissioners of Brevard County, Florida.

“COMMITTEE” means two or more persons designated to evaluate prequalification and responsiveness criteria. Committees established by the County Manager may be intradepartmental, or include representatives of several departments interested in the administration and success of the construction project.

“DEBARMENT” means the exclusion for cause of a vendor or contractor, or subcontractor from bidding or doing business with the County on a temporary or permanent basis.

“MINOR IRREGULARITY” means a variation from the Invitation to Bid which does not affect the price of the bid, or give the bidder an advantage or benefit not enjoyed by other bidders, or does not adversely impact the interests of the agency.

“QUALIFIED BIDDER” means an individual or business which has submitted a bid, offer, proposal, quotation, or response, which has the capability in all respects to fully perform the contract requirements, and has the financial stability, honesty, integrity, skill, business judgement, experience, facilities and reliability necessary to give reasonable assurance of good faith and performance.

“REQUEST FOR QUALIFICATION” (“RFQ”) means the process by which the County may prequalify individuals or businesses for a particular project before requesting bids for the project, thereby limiting the pool of bidders to these prequalified.

“RESPONSIVE BIDDER” means an individual or business which has submitted a bid, offer, proposal, quotation, or response, which conforms in all material respects to the solicitation, including but not limited to compliance with the submittal of specified insurance and bond requirements.

1. Any County contract for the construction or improvement of a public building, structure, or other public construction work that is estimated in accordance with general accounting principles to have construction costs of more than fifty thousand dollars (\$50,000.00) shall be competitively awarded to the lowest, qualified and responsive bidder in accordance with this article, unless the project (1) fits within exceptions set forth in s. 255.20, Fla. Stat., as amended from time to time, (2) is a contract governed by the Consultant’s Competitive Negotiation Act, or (3) is awarded under another contract delivery method authorized by this article. Nothing in this article shall be construed to require competitive award of every County construction work, nor to prohibit the Board from rejecting all bids if competitively bid, or to prevent the Board from waiving minor irregularities in any bid.
2. (a) Potential lump sum bidders responding to a request for qualifications are required to submit information required by this article and as identified in the RFQ

package. A committee identified in the RFQ package will determine whether a potential bidder is qualified and responsive as defined in this article.

(b) For projects advertised for lump sum bid without prior prequalification, the apparent low bidder, after the formal bid opening, will be required to submit the following prequalification information identified in the bid package within five (5) business days after the bid opening. Failure to provide prequalification information within this time frame may be considered as grounds for finding the apparent low bidder nonresponsive. If the apparent low bidder cannot provide adequate documents for review, or the submitted documents indicate the apparent low bidder or any subcontractors are not qualified, or if the bidder's package is determined to be nonresponsive, the Committee will reject the bidder or any of its subcontractors. In the event the bidder is found unqualified or non-responsive, the apparent second low bidder will be contacted and afforded the previous mentioned five (5) days to submit pre-qualification documents. This process will continue until the lowest qualified and responsive bidder is established. In the event that a subcontractor is found unqualified or non-responsive, the potential bidder or prime contractor will have five (5) business days to submit a substitute subcontractor for the same bid price or withdraw the original bid.

(c) In addition to lump sum contracts for construction, the Board may use the following delivery methods for construction or improvement of a public building, structure, or other public construction work: construction manager, design/build, or continuing contracts based on unit prices. The Board may also enter into continuing contracts with construction managers using the pre-qualification procedure set forth herein for potential lump sum bidders. The individual projects shall be awarded under a continuing contract using the following criteria:

Ability of professional personnel given project's special characteristics; past performance; willingness to meet time and budget requirements; location; recent, current and projected workloads of the firms available under continuing contract; volume of work previously awarded to each firm under a continuing contract provided distribution does not violate the principle of selection of the most qualified firm for the project; previous experience on County projects.

The County Manager will establish procedures for the Board to hear any affected party with a complaint or appeal as to any recommendation or finding made pursuant to this article. Any affected party's complaint or appeal must be presented, in writing, to the County Manager's office within five (5) business days of the posting of a committee's decision.

(d) At the completion of each competitively awarded County construction project, the County department which administered the construction contract shall

complete an evaluation of the contractor's performance on a form to be established by the County Manager. The department may also complete evaluations of critical subcontractors using the same form. All such records shall be copied to the party evaluated and maintained by County Purchasing. Any party evaluated may submit a written response of any length, which response shall be filed with the evaluation.

3. Potential bidders, the apparent lowest bidder, or the person providing services under any other contract delivery method, and applicable subcontractors identified in the bid or request for qualification package for any County construction project which is to be competitively awarded shall be evaluated to determine whether the bidder and its subcontractors are qualified. In evaluating qualifications, the County shall consider the following information:
 - A Contractor's Pre-Qualification Statement for the prime contractor and subcontractors performing parts of work identified in the bidding documents as critical to the project's success. The Pre-Qualification Statement shall be provided on a form to be established by the County Manager;
 - Most current financial statement, but not more than one (1) year old, indication of bondability, or, if project is under \$100,000, other evidence of financial capability as identified in the bid documents;
 - Resumes of Contractor and Subcontractor's key personnel, including project manager and superintendent levels, showing job history, education related to work to be performed and any license, training, and experience related to the work which that individual will perform;
 - List of subcontractors and suppliers, and items of work to be performed by the Contractor's own work force;
 - County evaluations of the performance on County projects;
 - References obtained from individuals or businesses with whom the contractor or subcontractor has performed work or conducted business;
 - Any other relevant qualifications, data or information identified in the bidding documents to be critical to the success of the project.
4. The County Manager will establish committees which may debar a contractor, contractor's key personnel, contractor's surety, subcontractor and subcontractor's key personnel, or any entity which key personnel are later employed or retained by in a supervisory position, from bidding on any County project under the circumstances enumerated below. The decision to disbar is

discretionary, the seriousness of the offense and all mitigating factors should be considered in making the decision to disbar. The notice of debarment shall state the time when such debarment will be lifted, if ever, and the contractor's right to appeal such debarment to the Board of County Commissioners under the Board's regular agenda. The Board reserves the power to waive or lift any committee imposed suspension or debarment.

An individual or business may be *permanently* debarred for any of the following reasons:

- Conviction or a judgment obtained in a court of competent jurisdiction for:
- Commission of a fraud or a criminal offense as an incident to obtaining, attempting to obtain, or in the performance of a public contract
- Violation of any Federal or State of Florida anti-trust or anti-racketeering statutes arising out of submission of bids or proposals;
- Commission of embezzlement, theft, forgery, bribery, falsification of or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which seriously and directly affects the question of present responsibility as a County contractor, subcontractor or vendor;
- If the conviction or judgment is reversed on appeal, the debarment shall be removed upon receipt of notification thereof.

Competent and substantial evidence of a violation of a County contract provision, as set forth below, when the violation is of a character so as to justify debarment action such as:

- Failure to perform in accordance with the specifications or delivery requirements in a contract;
- A history of failure to perform, or of unsatisfactory performance, in accordance with the terms of one or more contracts; provided, that such failure or unsatisfactory performance is within a reasonable period of time preceding the determination to debar. Failure to perform for unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered as a basis of debarment.

Upon adequate evidence, an individual or business may be *temporarily* debarred for a period up to three (3) years based upon substantial evidence of involvement in any of the causes cited in paragraph (b) above.

Section 2: Inclusion in Code: It is the intention of the Board of County Commissioners that the provisions of this ordinance shall become and be made a part of the Brevard County Code; and that the sections of this ordinance may be renumbered or relettered to accomplish such intentions.

Section 3: Severability: If any provision of this ordinance is held to be illegal or invalid,

the other provisions shall remain in full force and effect.

Section 4: Effective Date: This ordinance shall become effective upon filing as provided by law. A certified copy of the ordinance shall be filed with the Office of the Secretary of State, State of Florida within ten (10) days of enactment.

ATTACHMENT "G"

PUBLIC CONSTRUCTION BOND

(Payment and Performance)

BY THIS BOND, We _____, having its principal place of business at _____, (____)____-____, herein called Principal, and _____, having its principal place of business at _____, (____)____-____, a corporation as Surety, are bound to Board of County Commissioners of Brevard County, Florida, 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, (321) 633-2000, herein called Owner, in the sum of _____ (\$____.00) for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS BOND are that if Principal:

1. Performs the contract number _____ dated _____ between Principal and Owner for construction of (project description) _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

Signed and sealed this _____ day of _____, 20__.

Witness:

(Principal) (Seal)

Its: _____
(Title)

Witness:

(Surety) (Seal)

Its _____
(Title)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____ who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know the Principal, and the Principal's signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

_____(Seal)
Secretary

STATE OF FLORIDA)

ss

COUNTY OF)

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared _____ to me well known, who being by me first duly sworn upon oath, says that this individual is the Attorney-in-Fact, for the _____ and that said individual has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of Board of County Commissioners of Brevard County, Florida.

Subscribed and sworn to before me this _____ day of _____, 20____
A.D.

(Attach Power of Attorney)

Notary Public
State of Florida-at-Large

My Commission Expires: _____

My Commission Number is: _____

ATTACHMENT "H"

reserved

ATTACHMENT "I"

**CONSTRUCTION MANAGER'S
GUARANTEED MAXIMUM PRICE**

Attached



RUSH CONSTRUCTION INC
General Contractors, Design/Build
Construction Managers

6285 VectorSpace Blvd.
Titusville, FL 32780
Voice 321.267.8100
Fax 321.267.9944
www.rushinc.com

April 22, 2020

Brevard County Facilities
ATTN: Mr. George Clark- Facilities Construction Coordinator

Ref: **Veteran's Memorial Park M.I.R.A. Improvements GMP**

RUSH Construction, Inc. per your request is pleased to present our proposal for the Veteran's Memorial Park MIRA Improvements Project. Our price is based on the plans generated by Bussen-Mayer Engineering Group, Inc., dated 1/31/19.

Base Bid Total Amount for Project: \$ 1,323,852 (One Million Three Hundred Twenty-Three Thousand, Eight Hundred Fifty-Two & 00/100 Dollars).

Please see the attached GMP on following pages for additional information and qualifications.

If you should have any further questions and/or require additional information, please do not hesitate to contact us.

Respectfully Submitted,
RUSH Construction, Inc.

Conrad Wilson

Douglas Conrad Wilson
Estimator

Integrity Since 1984

Subject: GMP Proposal

RUSH Construction, Inc. (RUSH) is pleased to offer the following GMP proposal statement of Clarifications and/or Qualifications pertaining to our proposal and are as follows:

SCOPE OF WORK:

- All scope per the Bussen-Mayer Engineering Group, Inc. plans, dated 1/31/19.
- Maintain a safe and clean jobsite.

QUALIFICATIONS:

1. Our proposal is based on normal working hours, Monday through Friday.
2. All documents required for permitting to be provided by Brevard County, except the boardwalk engineered drawings. Per the plans the contractor is to provide certified structural shop drawings and contractor is required to pull permits for all boardwalks. RUSH has incorporated CEG into our proposal to cover this scope.
3. All permits paid for by Brevard County, including boardwalk permit.
4. Full time RUSH supervision is included during all work activities on site.
5. Removal of all debris generated by RUSH construction activity is included.
6. This proposal carries an allowance of \$ 64,100 for the 50,000 SF future Medal of Honor Park area to be irrigated and sodded with Bermuda. No design was available at the time of this proposal. This allowance is based on drawing irrigation water off the top of the existing pond.
7. This proposal carries an allowance of \$2,500 for the relocation of the existing water meters. No new location or any information provided in the drawings.
8. This proposal excludes any and all "Future Work" noted on the plans.
9. Builders Risk is included in this proposal.
10. Performance & Payment Bond is included in this proposal.
11. General Liability Insurance is included in this proposal.
12. The cost of removal of any hazardous materials is excluded from this proposal.
13. Our proposal includes only the scope of work as indicated above.
14. This bid proposal is valid for (30) thirty days from the date of this proposal.

End of Document

Veteran's Memorial Park MIRA Improvements

Location: Merritt Island, FL

EST. NO. B20-24

CONSTRUCTION ROM

BID DATE: 4/22/2020

BID TIME: 3:00 P.M.

EST TOTAL \$1,323,852

S.F. 148000

\$/S.F. \$8.94

RUSH Construction, INC

6285 VectorSpace Blvd

Titusville, FL 32780

M.(321) 403-2734 Conrad Wilson- cwilson@rushinc.com

P.(321) 267-8100

www.rushinc.com

\$/S.F.

\$8.94



TAB	DIVISION OF WORK	CONST. GMP	LIST OF SUBCONTRACTORS	\$ /SF	%
1	GENERAL CONDITIONS	\$90,649	RUSH	\$0.61	6.85%
1A	ALLOWABLE OVERHEAD	\$24,281	RUSH	\$0.16	1.83%
3	CONCRETE	\$180,569	Kauffman	\$1.22	13.64%
6	BOARDWALKS/ SPLIT RAIL	\$412,699	Viking/ CEG/ East Coast Fence	\$2.79	31.17%
32	EXTERIOR IMPROVEMENTS	\$354,004	Kauffman	\$2.39	26.74%
32	MOH PARK SOD & IRRIGATION	\$64,100	Outdoor Services/ ALLOWANCE	\$0.43	4.84%
33	RELOCATE WATER METERS	\$2,500	RUSH/ ALLOWANCE	\$0.02	0.19%
TOTALS		\$1,128,802		\$0.00	0.00%

Bldg Permit	1.50%	\$0	Brevard County Provided	Permit	\$0.00	0.00%
SUBTOTAL		\$1,128,802		OH & FEE	\$1.14	12.79%
Home Office OH & Fee	15.00%	\$169,320		BOND	\$0.09	0.98%
SUBTOTAL		\$1,298,123		G/LINS	\$0.04	0.50%
BOND %	1.00%	\$12,981		BUILDER'S RISK	\$0.04	0.47%
SUBTOTAL		\$1,311,104		Contingency	\$0.00	0.00%
G/LINS %	0.50%	\$6,556		TOTAL	\$8.94	100.00%
SUBTOTAL		\$1,317,659				
BUILDER'S RISK %	0.47%	\$6,193				
SUBTOTAL		\$1,323,852				
CONTINGENCY	0%	\$0				
GRAND TOTAL		\$1,323,852				

RUSH Construction, Inc
 ATTACHMENT "M"
 TITLE: Veteran's Park MIRA Improvements
 LOCATION: Merritt Island, FL 0

COST ESTIMATE BREAKDOWN NO. 1
 TRADE: GENERAL CONDITIONS
 SCHEDULE: CONTRACT: 8 DAYS
 4

PAGE 2 OF 2
 TOTAL : \$ 90,649

LINE NO.	ITEM	UNIT	QTY.	MATER.	COST	LABOR COST			OTHER DIR.	LINE
				UNIT	TOTAL	HRS.	RATE	TOTAL	COST	TOTAL
29	TEMP. FENCING	LF	750	9.50	7,125	-	35.00	-	-	7,125
30	SITE SECURITY	WKS	-	-	-	-	0.00	-	-	-
33	REPRODUCTION	LOT	-	-	-	-	0.00	-	-	-
34	SMALL TOOLS & SAFETY EQUIPMENT	MOS	4.0	150.00	600	-	0.00	-	-	600
35	OFFICE TRAILER FURNITURE	LOT	-	-	-	-	0.00	-	-	-
36	OFFICE TRAILER EQUIPMENT	LOT	-	-	-	-	0.00	-	-	-
37	AS-BUILT DWGS (Red-lines)	LOT	-	-	-	-	42.00	-	-	-
38	AS-BUILT DWGS- Elect	LOT	-	-	-	-	0.00	-	-	-
39	CPM SCHEDULE	MOS	-	-	-	-	0.00	-	-	-
40	P.E. CERT. - PERMITS	LOT	-	-	-	-	0.00	-	-	-
41	MISC SITE RESTORE	LOT	-	-	-	-	0.00	-	-	-
42	GIS SURVEY (With Surveys/C. Points)	LOT	-	-	-	-	0.00	-	-	-
43	HURRICANE PREP	LOT	-	-	-	-	0.00	-	-	-
44	PARTNERING (Design Review Mtgs)	LOT	-	-	-	-	0.00	-	-	-
45	CLOSE OUT EXPENSE	LOT	-	-	-	-	42.00	-	-	-
47	PAINT JOB TRAILER	LOT	-	-	-	-	0.00	-	-	-
48	SAFETY COMPL.	LOT	1	300.00	300	-	0.00	-	-	300
49	COLOR BOARDS	LOT	-	-	-	-	0.00	-	-	-
50	I.D. BADGES	LOT	-	-	-	-	0.00	-	-	-
51	EQUIP LAYOUT DWGS	LOT	-	-	-	-	0.00	-	-	-
52	PROGRESS PHOTOS	MOS	-	-	-	-	0.00	-	-	-
53	BUILDERS RISK	LOT	IN BID SUMMARY			-	0.00	-	-	-
54	PERMIT ALLOWANCE	LOT	IN BID SUMMARY			-	0.00	-	-	-
55	P&P BOND	LOT	IN BID SUMMARY			-	0.00	-	-	-
56	G/L Insurance	LOT	IN BID SUMMARY			-	0.00	-	-	-
57	ACCESS ROAD	LOT	-	-	-	-	0.00	-	-	-
SUB TOTALS PAGES 1 & 2					\$ 21,765			\$ 39,004	\$ 14,705	\$ 75,474
SALES TAX %				7	1,524	PT&I %	35	13,651		15,175
TOTALS					\$ 23,289			\$ 52,655	\$ 14,705	\$ 90,649
									VERIFIED TOTAL	\$ 90,649

** 12/3/2017
 DISTRIBUTION: WC, AF, ML, TS
 RUSH FORM 102 (1/98): EX

RUSH Construction, Inc
 ATTACHMENT "L"
 TITLE: Veteran's Memorial Park MIRA Improvements
 LOCATION: Merritt Island, FL

COST ESTIMATE BREAKDOWN NO. 1A PAGE 1 OF 2
 B20-24 *Required per Specs 1,500 SF
 TRADE : ALLOWABLE OVERHEAD TOTAL : \$ 24,281
 SCHEDULE: CONTRACT: 8 DAYS
 WORK: 4 MOS 17.3 WKS

LINE NO.	ITEM	UNIT	QTY.	MATER.	COST	LABOR COST			OTHER DIR. COST	LINE TOTAL
				UNIT	TOTAL	HRS	RATE	TOTAL		
5	PROJECT MANAGER	WKS	17.3	35.00	606	277	45.00	12,465	-	13,071
7	ASST PM	WKS	-	-	-	-	40.00	-	-	-
8	EXECUTIVE LABOR COST	WKS	-	-	-	-	42.00	-	-	-
9	ESTIMATOR	WKS	17.3	-	-	69	42.00	2,898	-	2,898
10	OFFICE SECRETARY	WKS	-	-	-	-	0.00	-	-	-
11	SCHEDULER	WKS	-	-	-	-	0.00	-	-	-
12	AUTOMOBILES/ TRUCKS	WKS	17.3	70.00	1,211	-	0.00	-	-	1,211
17	GAS/ OIL/ LUBRICATION	WKS	17.3	40.00	692	-	0.00	-	-	692
32	PM TRAVEL	WKS	-	-	-	-	0.00	-	-	-
46	WARRANTY EXPENSE (incl. equip. I.D. tags)	LOT	1	200.00	200	8	42.00	-	-	200
31	POSTAGE	MOS	-	-	-	-	0.00	-	-	-
35	OFFICE SUPPLIES	LOT	1	200.00	200	-	0.00	-	-	200
36	OFFICE PHONES	MOS	4.0	100.00	400	-	0.00	-	-	400
55	MISC FEES	LOT	-	-	-	-	0.00	-	-	-
SUB TOTALS PAGES 1					\$ 3,309			\$ 15,363	\$ -	\$ 18,672
SALES TAX % 7					232	PT&I % 35		5,377		5,609
TOTALS					\$ 3,541			\$ 20,740	\$ -	\$ 24,281
									VERIFIED TOTAL \$	24,281

** 12/3/2017
 DISTRIBUTION: WC, AF, ML, TS
 RUSH FORM 102 (1/98): EX

PROJECT: Veteran's Memorial Park MIRA Improvements
 Location: Merritt Island, FL
 EST. NO. B20-24

BIDS DUE : 4/14/2020
 TIME: 3:00 P.M.

TAB 32
 ITEM: EXTERIOR IMPROVEMENTS

Spec.	SCOPE	Company: Phone # Contact:	RUSH	EAST COST FENCE	GREGORI	Kauffman	GUNNstruction	Jobear Warden	Ramage				
	PER PLANS & SPECS												
	SUBMITTALS, SHOP DWGS, FAB, & DELIVERY												
	AMENDMENTS												
		SF											
	UTILITY LOCATES		1,500										
	LAYOUT & ASBULTS		IN GCs		Their work only	22,127							
	TESTING		IN GCs		n	n							
	SITE PACKAGE												
	Mobilization				20,000	17,825		NO BID	NO BID	NO BID			
	Tracking Prevention device				y	2,875							
	Erosion control - silt fence (SWWPs Monitoring)				20,750	y							
	Turbidity barriers				y	y							
	Road barricades (FDOT/ MOT DETOUR/ Pedestrian & Traffic Control)				5,500	4,025							
	Demolition					46,619							
	Clear & grub				11,500	y							
	Demo existing guardrail and footer				y	y							
	Remove trees (3) total				y	y							
	Remove 40LF of chainlink fence and repair ends			1,018	y	y							
	Demo section of asphalt				y	y							
	Remove concrete barricades				y	y							
	Remove reflective barrier				y	y							
	Remove concrete small pad above existing RCP				y	y							
	Earthwork					y							
	Excavation				60,000	20,030							
	Embankment				95,000	29,200							
\$ 14.38	Infill existing swales on and sod- west and northwest corner	2,956	42,507		y	N							Carried number in RUSH column based on Kauffman Unit Price
	44CY					y							
	Grading and Drainage at Medal of Honor Park				y	y							
	Storm Water				35,310	32,400							
	North swale mes to P1 to lake mes				y	y							
	West Parking structures to lake S1 to P2 to S2 to P3 to mes				y	y							
	Type F Inlet				y	y							
	Asphalt/ Paving												
	Type B Stabilization	1170 SY			17,550	76,118							
	Optional Base, GR 06, 8"	1170 SY	21,645		29,250	N							Carried number in RUSH column based on Kauffman Unit Price
	Stabilized grass (WEST PARKING LOT ONLY)	6,396 SF			18,000	y							
	2" Misc Asphalt Paving at new guardrail	385 SF			2,250	y							
	6" curb	870 LF			IN TAB 3	IN TAB 3							
	Asphalt Parking on subbase	10,555 SF			29,900	y							
	Pavement Markings				y	y							
	Provide new signs per Sign Legend on Sheet 7				y	y							
	Provide pavement markings at parking lot and stop line				y	y							
	Relocate (4) existing warning sign Sheet 11				y	y							
	(2) wheel stops at ADA parking				y	y							
	Truncated dome at HC sidewalk West parking				IN TAB 3	IN TAB 3							
	DOT Barricade (138 LF)												
	3Wx 10'D x 24" 3000 PSI FiberMesh	2.22 yards			IN TAB 3	IN TAB 3							
	Wood and Metal Barricade				17,477	n							
	Handrail pipe on barricade 32LF				y	n							
	Grass and Irrigation		IN NEXT TAB										
	Sod and Irrigation at Medal of Honor Park	49,722 SF			N	N							
	5' of sod each side of new sidewalks and paving				21,000	y							
	REPAIR AREAS				y	y							
	TEMPORARY FENCING	750 LF	IN GCs										
	Aluminum Pedestrian Railing (Sheet 11)												
	88LF at NorthWest Corner					15,554							
	10LF at West Parking Sheet 12 Section D					3,176							
	CONCRETE SITE WORK (ALL CONCRETE 3,000 PSI FiberMesh)						IN TAB 3						IN TAB 3
	3x10 D x 24" L guardrail footer						IN TAB 3						IN TAB 3
	Down in to headwall/ expansion joint at headwall and guardrail footer						IN TAB 3						IN TAB 3
	6"Wx6" Deep Concrete Pathway	28,988 Total SF					IN TAB 3						IN TAB 3
	Thickened edge 90LF at Northwest corner for handrail						IN TAB 3						IN TAB 3
	Thickened edge 12LF at West parking ADA sidewalk						IN TAB 3						IN TAB 3
	6" curb	670 LF					IN TAB 3						IN TAB 3
\$500.00	CONCRETE WASHOUT	3					IN TAB 3						IN TAB 3
	Sub/Supplier Add-Ons		65,652	37,224	368,010	251,127	0	0	0	0	0	0	0
	Sub/Supplier fee		0	0	0	0	0	0	0	0	0	0	0
	SUB BID SUBTOTAL		65,652	37,224	368,010	251,127	0	0	0	0	0	0	0
	Sales Tax	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	SUB BID TOTAL		\$65,652	\$37,224	\$368,010	\$251,127	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

TAB 32 TOTAL \$354,004.11

ATTACHMENT "J"

CERTIFICATE OF SUBSTANTIAL COMPLETION

Attached

CERTIFICATE OF SUBSTANTIAL COMPLETION

AIA DOCUMENT G704

- Owner
- Architect
- Contractor
- Field
- Other

PROJECT:

PROJECT NO:

CONTRACT FOR:
CONTRACT DATE:

TO OWNER:

Brevard County Board of County Commissioners
Facilities Department/Facilities Engineering & Construction
2725 Judge Fran Jamieson Way, Building "A"
Viera, Florida 32940

TO CONTRACTOR:

DATE OF ISSUANCE:

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The work performed under this contract has been reviewed and found, to the Architect=s best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

In accordance with Florida Statute 255.40, the Owner requires that the Contractor certify that to the best of his/her knowledge and ability no asbestos-containing materials and/or supplies have been purchased and/or installed on this Project. By signing below, the Contractor acknowledges this.

The date of Substantial Completion of the Project or portion thereof designated above is hereby established as _____

which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Engineer By Date

The Contractor will complete or correct the Work on the list of items attached hereto within _____ days from the above date of Substantial Completion.

Contractor By Date

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at 8:00 a.m. (time) on June 25, 2004 (date).

Brevard County B.O.C.C.
Facilities Engineering & Construction
Owner By: _____ Date _____

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note B Owner=s and Contractor=s legal and insurance counsel should determine and review insurance requirements and coverage.)

ATTACHMENT "K"

CERTIFICATE OF FINAL COMPLETION

PROJECT NO. & TITLE:

ARCHITECT:

CONTRACT DATE:

CONTRACTOR:

DATE OF FINAL COMPLETION:

CERTIFICATE OF ARCHITECT/ENGINEER

Based on my inspections and investigation of the Contractor's work under the above referenced contract, I certify that the work, in general, has been completed in accordance with the contract documents, that all matters previously brought to the Contractor's attention as incomplete or defective have been resolved pursuant to my direction, and that the Contractor has submitted the attached sworn affidavit as evidence that the Contractor has paid all labor, materials, and other charges against the project in accordance with the terms of the Contract.

A/E Firm Name: _____ By: _____

TO BE COMPLETED BY ARCHITECT/ENGINEER: DATE: DAYS:

THROUGH THE SUBSTANTIAL COMPLETION PHASE

1. Notice to Proceed (N.T.P.)
2. Time Specified in Original Contract for Substantial Completion (S.C.)
3. Extension Granted By Change Orders (Days Between Original Contract S.C. and Final Contract S.C.)
4. Total Days Allowable to Substantial Completion (Add Lines 2 and 3)
5. Project Substantially Completed as Certified by A/E (Total Days from NTP through Date Certified by A/E)
6. Substantial Completion Overrun (Subtract Line 4 from 5 and Enter Overrun)

THROUGH THE FINAL COMPLETION PHASE

1. Time Specified in Contract, Between Substantial and Final Completion
2. Extensions Granted by Change Orders (Days Between S.C. and Final Completion)
3. Total Days Allowable Between Substantial Completion and Final Completion (Add Lines 1 and 2)
4. Date Actually Completed and Total Days Between and Date Certified by A/E as Actually being Finally Completed).
5. Final Completion Overrun (Subtract Line)

Architect: _____ Date: _____

Project Manager: _____ Date: _____

Facilities Construction Manager: _____ Date: _____

ATTACHMENT "L"

ALLOWABLE COSTS, OVERHEAD

DESCRIPTION	EST QUANTITY	UNITS	UNIT COST	BUDGET VALUE	QUANTITY TO DATE	QUANTITY TO COMP
OFFICE PHONES						
OFFICE SUPPLIES						
POSTAGE						
GAS/OIL/LUBRICATION						
AUTOMOBILES/TRUCKS						
PROJECT MANAGER						
ESTIMATING COSTS						
EXECUTIVE LABOR COST						
ASST PROJECT MANAGER						
IN HOUSE SECRETARY						
TRAVEL EXPENDITURES						
WARRANTY EXPENSE						

ATTACHMENT "M"
(Direct Cost Items)
GENERAL CONDITIONS

SUPERINTENDENT
JOB SITE SECRETARY/CLERK
QUALITY CONTROL
SURVEY
PERMITS
IMPACT/CONNECTION FEES
CONSTRUCTION DRAWINGS/SPECS
PROGRESS PHOTOGRAPHS *(IF REQUESTED BY THE OWNER)*
JOB SITE SIGN *(IF REQUESTED BY THE OWNER)*
SPECIAL SECURITY *(IF REQUESTED BY THE OWNER)*
PAYMENT & PERFORMANCE BONDS
BUILDERS RISK INSURANCE
JOBSITE TRAILER AND SUPPORT *(IF REQUESTED BY THE OWNER)*
TEMPORARY UTILITIES *(AS APPROVED BY THE OWNER)*
TEMPORARY JOBSITE FENCING *(INITIAL INSTALLATION ONLY)*
TRASH REMOVAL/DUMP FEES, AND RECYCLING *(AS APPROVED BY THE OWNER)*

ATTACHMENT "N"
CERTIFICATE FOR PAYMENT

Attached

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE ONE OF PAGES

TO (OWNER): PROJECT: APPLICATION NO: Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM (CONTRACTOR): VIA (ARCHITECT): PERIOD TO: ARCHITECT'S PROJECT NO: CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number	Date Approved		
TOTALS			
Net change by Change Orders			

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Application is made for Payment, as shown below, in connection with the Contract, Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ _____
2. Net change by Change Orders \$ _____
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ _____
4. TOTAL COMPLETED & STORED TO DATE \$ _____
(Column G on G703)
5. RETAINAGE:
 - a. _____ % of Completed Work \$ _____
(Column D + E on G703)
 - b. _____ % of Stored Material \$ _____
(Column F on G703)
 Total Retainage (Line 5a + 5b or Total in Column I of G703) \$ _____
6. TOTAL EARNED LESS RETAINAGE \$ _____
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ _____
8. CURRENT PAYMENT DUE \$ _____
9. BALANCE TO FINISH, PLUS RETAINAGE \$ _____
(Line 3 less Line 6)

State of: _____ County of: _____ day of _____, 19____
 Subscribed and sworn to before me this _____ day of _____, 19____
 Notary Public: _____
 My Commission expires: _____

AMOUNT CERTIFIED \$ _____
 (Attach explanation if amount certified differs from the amount applied for.)
 ARCHITECT: _____

By: _____ Date: _____
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

(Instructions on reverse side)

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						

ATTACHMENT "O"

VENDOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Pursuant to § 287.135(2), Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of \$1 million or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company: (1) is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; (2) is 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; or (3) is engaged in business operations in Cuba or Syria.

If the bidder or contractor is found to have falsified the attached affidavit, the Board of County Commissioners of Brevard County may terminate the contract or reject the bid.

STATE OF FLORIDA
COUNTY OF _____

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

1. The Business address of _____ (name of bidder or contractor) is _____.
2. My relationship to _____ (name of bidder or 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. _____ (name of the bidder or 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. _____ (name of the bidder or 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. _____ (name of the bidder or 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 _____ day of _____, 20____.

Notary Public

(affix seal)

My commission expires:

ATTACHMENT "P"

MINORITY EMPLOYMENT INFORMATION

The Board of County Commissioners requires construction contracts, who would otherwise be required to file and EEO Form 1 Report under Federal Law (currently Federal law requires filing for employers with more than 15 employees), to submit an EEO Form 1 Report with the submission of their GMP. This requirement extends to any subcontractors who are required to submit the EEO Form 1 Report (over 15 employees) under Federal law. Failure to submit an Acknowledgment and/or EEO Form 1 Report with your GMP will be reason to declare your proposal "non-responsive" to the proposal requirements. However, the information will be used for statistical purposes only and will not be used in any way as a basis to award a contract.

Please fill out and sign one (1) of the following statements:

1. My Company or subcontractors are required to submit the EEO Form 1 Report and they are attached.

Company Name: _____
Signature: _____ Date: _____

2. My Company or subcontractors are not required to submit the EEO Form 1 Report.

Company Name: _____
Signature: _____ Date: _____

PUBLIC ENTITY CRIME ACKNOWLEDGMENT

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/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two (\$15,000) for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

Company Name: _____
Printed Name _____ Signature _____

ATTACHMENT "Q"

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida
County of Brevard

_____, being duly sworn, deposes and says that:

- (1) Affiant is _____ of _____, the Bidder that has submitted a bid/quote/proposal;
- (2) Affiant is fully informed respecting the preparation and contents of the bid/quote/proposal and of all pertinent circumstances respecting such bid/quote/proposal;
- (3) Such bid/quote/proposal is genuine and is not a collusive or sham bid/quote/proposal;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid/quote/proposal in connection with the Contract for which the bid/quote/proposal has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by Contract, or has in any manner, directly or indirectly, sought by the contract or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the bid/quote/proposal or of any other Bidder, or to fix any overhead, profit or cost element of the bid/quote/proposal price or the bid/quote/proposal price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of County Commissioners of Brevard County, Florida, or any person interested in the Contract; and
- (5) The price or prices negotiated for the bid/quote/proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

Signature

Title

Subscribed and sworn to before me this ____ day of _____, 20____.

_____, Notary Public

My Commission expires: _____