



AGENDA REPORT
July 24, 2018

Approval, Re: FY 2018-2019 HOME Consortium Annual Action Plan

SUBJECT:

Final Public Hearing and Approval of the FY 2018-2019 Annual Action Plan for the Brevard County HOME Consortium.

FISCAL IMPACT:

FY – 2017-2018 – There will be no impact to the General Fund. Funds are budgeted in HOME Cost Center 1472-303052 and CDBG Cost Center 1470-303051.

FY – 2018-2019 – There will be no impact to the General Fund. Funds will be budgeted in HOME Cost Center 1472-303052 and CDBG Cost Center 1470-303051.

DEPT/OFFICE:

Housing and Human Services

REQUESTED ACTION:

It is requested that the Board of County Commissioners conduct the second and final Public Hearing and approve the FY 2018-2019 Annual Action Plan, authorize the Chair to execute the required certifications and SF-424 Applications for Federal Assistance from the U.S. Department of Housing and Urban Development (HUD). Additionally, it is requested that the County Manager or designee be authorized to execute the Community Development Block Grant (CDBG) Program and HOME Investments Partnership (HOME) Program Grant Agreements and Disbursement Agreements with the four Brevard County HOME Consortium member cities upon approval from HUD, and authorize the County Manager or his designee to sign contractual agreements and amendments for projects identified in the Action Plan, including any associated budgetary changes, after approval from Risk Management and the County Attorney's Office. Finally, authorize the Housing and Human Services Department, as contract administrators, to use competitive processes to secure contractors to complete proposed projects and services.

SUMMARY EXPLANATION and BACKGROUND:

On July 10, 2018, the Board of County Commissioners conducted a Public Hearing, as required by HUD, for the purpose of receiving public comments on the goals and priorities set forth in the one year Annual Action Plan. The Annual Action Plan period covers the period October 1, 2018 through September 30, 2019.

A public notice was published in the Florida TODAY on June 21, 2018 to solicit comments, outline the recommended allocation of funds, and notify residents of the Public Hearings and final adoption of the Annual Action Plan on July 24, 2018. The draft Annual Action Plan was available at three (3) public libraries, HOME Consortium partner municipalities (Titusville, Cocoa, Melbourne and Palm Bay), on the County website, and at Housing and Human Services office. As of July 15, 2018, the Department has received no public comments.

CLERK TO THE BOARD INSTRUCTIONS:

Please provide the original executed documents to the Department by July 31, 2018.

ATTACHMENTS:

- | | Description |
|---|------------------------------|
| ▢ | Ad for Public Hearing |
| ▢ | Certifications |
| ▢ | Action Plan |
| ▢ | SF424B CDBG |
| ▢ | SF424B Home |
| ▢ | SF424D CDBG |



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

July 25, 2018

MEMORANDUM

TO: Ian Golden, Housing and Human Services Director

RE: Item H.1., Final Public Hearing and Approval of the Fiscal Year 2018-2019 Annual Action Plan for HOME Consortium

The Board of County Commissioners, in regular session on July 24, 2018, conducted the second and final public hearing; approved the FY 2018-2019 Annual Action Plan; executed Certifications and the SF-424 Applications for Federal assistance from the U.S. Department of Housing and Urban Development (HUD); authorized the County Manager, or his designee, to execute the Community Development Block Grant (CDBG) Program and HOME Investments Partnership (HOME) Program Grant Agreements, and Disbursement Agreements with the four Brevard County HOME Consortium member cities upon approval from HUD; authorized the County Manager, or his designee, to sign contractual agreements and amendments for projects identified in the Action Plan, including any associated budgetary changes, and after approval from Risk Management and the County Attorney's Office; and authorized your Department, as contract administrators, to use the competitive processes to secure contractors to complete the proposed projects and services. Enclosed are the executed Annual Action Plan, Certifications, and SF-424 Applications for your action.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/ds

Encls. (a/s)

cc: County Manager
County Attorney
Finance
Budget



Florida's Space Coast

Facilities Department
2725 Judge Fran Jamieson Way, Suite A207
Viera, FL 32940-6605

(321) 633-2050
FAX: (321) 633-2051

Clear to the Board

TO: ~~Commissioner Kristine Isnardi, District V County Commissioner~~

FROM: Mary Bowers, Support Services Manager, Facilities

Mary Bowers

DATE: ~~January 23, 2019~~ *1/28/2019*

**SUBJECT: Cocoa West Community Center Renovations Phase 2
Contracts for Signature**

Enclosed please find three (3) Agreements Between Owner and Construction Manager for the above referenced project. Facilities is providing Contract Administration Services on behalf of Housing & Human Services.

Should you have any questions please contact our office at 633-2050.

Thank you.

/mb

Enclosures

FACILITIES

JAN 28 2019

RECEIVED

AP-35 Projects - 91.420, 91.220(d)

Introduction

The FY 2018 planned actions will address the County and Brevard County HOME Consortium priority housing and community development needs. The projects are outlined below.

#	Project Name
1	Administration
2	Cocoa West Addition
3	Demolition
4	Health Department
5	Mims Exercise Room
6	Street Lighting Projects
7	Water or Sewer Improvements - Connection Fees
8	West Canaveral Groves Water Main
9	AMIKids Space Coast
10	Boys and Girls Club
11	Central Brevard Sharing Center
12	Early Learning Coalition
13	Emma Jewel Charter Academy
14	Family Promise of Brevard
15	Grandparents Raising Grandchildren
16	Acquisition Rehabilitation New Construction Resale
17	Owner Occupied Rehabilitation
18	Purchase Assistance
19	Rental Housing
20	Tenant Based Rental Assistance (TBRA)

Table 4 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Allocation priorities are based on obstacles and underserved needs within the County identified from the surveys and the numerous public meetings and hearings.

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Ivey's Construction		
2. Fund/Account #:	3. Department Name: Housing & Human Services	
4. Contract Description: Cocoa West Community Center Building Renovations - Phase 2		
5. Contract Monitor: Mary Bowers	7. Contract Type:	
6. Dept/Office Director: Ian Golden	CONSTRUCTION	

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>
	<u>YES</u>	<u>NO</u>	
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

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>
	<u>YES</u>	<u>NO</u>	
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Bowers, Mary</u> <small>Digitally signed by Bowers, Mary Date: 2018.07.24 08:41:55 -04'00'</small>
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Powers, Melissa</u> <small>Digitally signed by Powers, Melissa Date: 2018.12.19 14:12:37 -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"/>

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

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<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>
	<u>YES</u>	<u>NO</u>	
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

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>
	<u>YES</u>	<u>NO</u>	
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bowers, Mary <small>Digitally signed by Bowers, Mary Date: 2018.07.24 08:41:55 -04'00'</small>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Matt Lairsey <small>Digitally signed by Matt Lairsey DN: cn=Matt Lairsey, o=Brevard County Board of County Commissioners, ou=Brevard County Risk Management Office, email=mlairsey@brevard.gov, c=US Date: 2018.07.24 08:41:55 -04'00'</small>
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____

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Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
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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"/>

PUBLIC COMMENT NOTICE: BREVARD COUNTY HOME CONSORTIUM FY 2018-2019 ANNUAL ACTION PLAN

NOTICE TO CITIZENS: Brevard County is the recipient of federal grants administered by the U.S. Department of Housing and Urban Development (HUD) including the Community Development Block Grant (CDBG) Program and the HOME Investments Partnership (HOME) Program. Brevard County receives and extends HOME funds through the Brevard County HOME Consortium (Consortium). The Consortium is comprised of the County and the cities of Titusville, Cocoa, Melbourne and Palm Bay; the County is the lead agency. These programs are designed to assist the County's low and moderate income residents.

2018-2019 - ANNUAL ACTION PLAN (Plan): Based on the information and analysis presented in the 2016-2020 Consolidated Plan and meetings held at different stages of the process, the County annually develops a one year Action Plan. The Plan sets priorities for the County's FY 2018-2019 CDBG funds and the Consortium's FY 2018-2019 HOME funds for activities designed primarily to assist low and moderate income residents. Each of the Consortium members receive CDBG funds directly from HUD and is individually responsible for developing their own CDBG Plan. The following are the proposed allocations and funding recommendations.

CDBG PROGRAM (Brevard County): total estimated allocation is \$1,384,316. The allocation breakdown is proposed as follows:

<u>PUBLIC SERVICE PROJECTS</u>	<u>ALLOCATION</u>	<u>CAPITAL IMPROVEMENT PROJECTS</u>	<u>ALLOCATION</u>
AMI Kids of the Space Coast	\$ 17,417	Cocoa West Addition	\$ 310,000
Boys and Girls Club	\$ 37,500	Demolition/Land Clearance	\$ 20,000
Central Brevard Sharing Center	\$ 37,500	Health Department - Section 108 Loan Repayment	\$ 102,051
Early Learning Coalition	\$ 37,500	Lighting Projects	\$ 80,000
Emma Jewel Charter Academy	\$ 37,500	Mims Exercise Room	\$ 192,642
Family Promise of Brevard	\$ 14,250	Water/Sewer Improvement and Connection Fees	\$ 90,000
Grandparents Raising Grandchildren	\$ 25,980	West Canaveral Groves – Section 108 Loan Repayment	\$ 105,113
		ADMINISTRATION:	\$ 276,863

HOME PROGRAM: The Consortium's FY 2018-2019 total estimated allocation is \$1,274,914. The allocation breakdown is as follows: Brevard County \$558,336; Titusville \$124,483; Cocoa \$71,828; Melbourne \$205,609; Palm Bay \$314,658.

<u>STRATEGY</u>	<u>COUNTY</u>	<u>CITIES</u>	<u>TOTAL</u>
CHDO 15% Set-Aside as Required by Regulation	\$ 250,000	\$ 162,794	\$ 412,794
Owner-Occupied Rehab/Repair/Replacement Programs	\$ 0	\$ 218,843	\$ 218,843
Acquisition/Rehabilitation/Resale/Rental Housing	\$ 238,421	\$ 92,287	\$ 330,708
Down Payment/Purchase Assistance	\$ 0	\$ 150,000	\$ 150,000
Fair Housing Administration	\$ 2,500	\$ 0	\$ 2,500
Tenant Based Rental Assistance	\$ 0	\$ 35,328	\$ 35,328
Administration	\$ 67,415	\$ 57,326	\$ 124,741

PUBLIC COMMENT PERIOD: There will be a 30 day public comment period from June 21, 2018 to July 23, 2018 at 5:00 p.m. regarding the Plan and proposed use of funds. During this period, a draft of the Plan will be available for public review on the Brevard County website: <http://www.brevardfl.gov/HumanServices/ReportsPlans> and at the following locations:

Brevard County Housing and Human Services 2725 Judge Fran Way; B-106 Viera, FL 32940 (321) 633-2076	City of Palm Bay Growth Management 120 Malabar Rd, SE Palm Bay, FL 32907 (321) 952-3400	City of Cocoa Community Development 65 Stone Street Cocoa, FL 32922 (321) 433-8500	City of Titusville Neighborhood Services Department 725 Deleon Avenue Titusville, FL 32780 (321) 567-3987
Titusville Public Library 2121 S. Hopkins Avenue Titusville, FL 32780 (321) 264-5026	City of Melbourne Housing and Urban Improvement 695 East University Blvd. Melbourne, FL 32901 (321) 674-5734	Franklin T. DeGroodt Public Library 6475 Minton Rd. S.W. Palm Bay, FL 32908 (321) 952-6317	Central Brevard Public Library 308 Forest Ave. Cocoa, FL 32922 (321) 633-1792

WRITTEN COMMENTS: Please address any written comments to: Brevard County Housing and Human Services Department, Attention: Dorenda Christian, Special Projects Coordinator, 2725 Judge Fran Jamieson Way, Building B, Suite B-106, Viera, FL 32940.

PUBLIC HEARINGS: The public hearings on the proposed FY 2018-2019 Plan are scheduled to be held at 5:00 p.m., July 10, 2018 and at 9:00 a.m., July 24, 2018 for final action and adoption. The public hearings will be held during the Brevard County Board of County Commissioners meeting, 1st floor Commission Chambers, Building C, 2725 Judge Fran Jamieson Way, Viera, FL 32940. The County will respond within fifteen (15) days when practicable, in writing, to the public comments and will include them in the Plan.

ADDITIONAL INFORMATION: To ensure accessibility to all interested persons, including those with disabilities as defined by the Americans with Disabilities Act (ADA) and the Florida Accessibility Code (FAC), provisions of this ad and documents listed above may be requested in an alternative format. If there is a need of assistance to participate at scheduled meetings please contact Mr. Brian Breslin, Housing and Human Services Department at (321) 633-2076 at least 48 hours before the meeting. If a person desires to appeal any decision made by this Board with respect to any matter considered at these public hearings, such a person will need a record of this proceeding and that, for such purposes, such person may need to ensure that a verbatim record of this proceeding is made, at his/her own expense, which record includes testimony and evidence upon which any such appeal is to be based. Equal Housing Opportunity Lender.

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

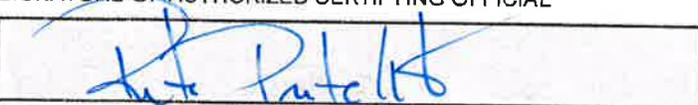
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Chair, Board of County Commissioners
APPLICANT ORGANIZATION Brevard County BOCC	DATE SUBMITTED July 24, 2018

ATTEST: , SCOTT ELLIS, CLERK

SF-424D (Rev. 7-97) Back

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

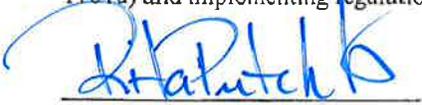
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.


Signature of Authorized Official
RITA PRITCHETT

7/24/18
Date

Chair, Board of County Commissioners
Title

ATTEST: 
SCOTT ELLIS, CLERK



Approved by Board July 24, 2018

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2018 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.



Signature of Authorized Official
RITA PRITCHETT

Chair, Board of County Commissioners

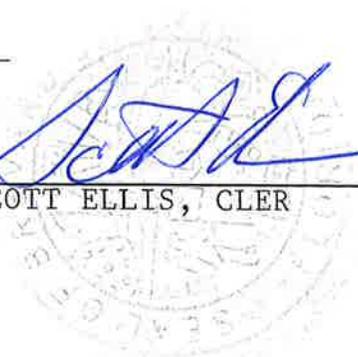
Title

Approved by Board July 24, 2018

7/24/18

Date

ATTEST:


SCOTT ELLIS, CLERK

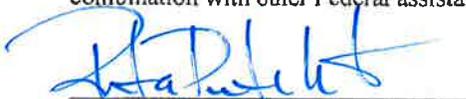
Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;



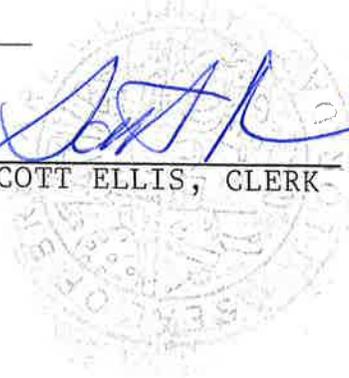
Signature of Authorized Official

7/24/18
Date

Chair, Board of County Commissioners
Title

ATTEST: 
SCOTT ELLIS, CLERK

Approved by Board July 24, 2018



APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Application for Federal Assistance SF-424

* 1. Type of Submission:

- Preapplication
 Application
 Changed/Corrected Application

* 2. Type of Application:

- New
 Continuation
 Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

N/A

5b. Federal Award Identifier:

M18-DC-12-0200

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

Brevard County Housing and Human Services (HOME)

* b. Employer/Taxpayer Identification Number (EIN/TIN):

59-6000523

* c. Organizational DUNS:

1065206660000

d. Address:

* Street1:

2725 Judge Fran Jamieson Way; Suite 106

Street2:

* City:

Viera

County/Parish:

* State:

FL: Florida

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

32940-8666

e. Organizational Unit:

Department Name:

Housing and Human Services

Division Name:

Brevard County BOCC

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

* First Name:

Ian

Middle Name:

* Last Name:

Golden

Suffix:

Title:

Director

Organizational Affiliation:

Housing and Human Services

* Telephone Number:

321-633-2007

Fax Number:

321-633-2026

* Email:

Ian.Golden@BrevardFl.Gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

United States Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.239

CFDA Title:

Entitlement Grant - HOME Investment Partnerships Program

*** 12. Funding Opportunity Number:**

N/A

* Title:

N/A

13. Competition Identification Number:

N/A

Title:

N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

This application includes Brevard County and cities of Titusville, Cocoa, Melbourne and Palm Bay's housing assistance programs.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="1,274,914.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="1,274,914.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E. O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:  * Date Signed:

ATTEST: 
SCOTT ELLIS, CLERK

Approved by Board July 24, 2018

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- Preapplication
- Application
- Changed/Corrected Application

*** 2. Type of Application:**

- New
- Continuation
- Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

*** 3. Date Received:**

4. Applicant Identifier:

5a. Federal Entity Identifier:

N/A

5b. Federal Award Identifier:

B18-UC-12-0011

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

Brevard County Housing and Human Services (CDBG)

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

59-600523

*** c. Organizational DUNS:**

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USA: UNITED STATES

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Division Name:

Brevard County BOCC

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

*** First Name:**

Ian

Middle Name:

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Golden

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Title:

Director

Organizational Affiliation:

Housing and Human Services

*** Telephone Number:**

321-633-2007

Fax Number:

321-633-2026

*** Email:**

Ian.Golden@BrevardFL.Gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

United States Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Entitlement Grant - Community Development Block Grant Program

*** 12. Funding Opportunity Number:**

N/A

* Title:

N/A

13. Competition Identification Number:

N/A

Title:

N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

This application includes Brevard County's community development, infrastructure, public facilities and public improvements, and public services' programs.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="1,384,316.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="1,384,316.00"/>

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*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

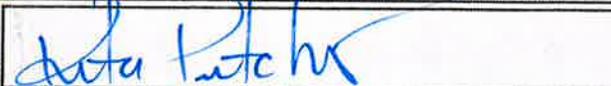
* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: 

* Date Signed:

ATTEST: 
SCOTT ELLIS, CLERK

Approved by Board July 24, 2018

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The Annual Action Plan for Fiscal Year (FY) 2018-2019 provides a description of the activities Brevard County will undertake between October 1, 2018 and September 30, 2019 utilizing the County's Community Development Block Grant (CDBG) Program and Home Investment Partnerships (HOME) Program funds awarded to the Brevard County HOME Consortium. These activities will address priority needs and objectives identified in the FY 2016-2020 Consolidated Plan.

The Brevard County HOME Consortium (Consortium) is a legal entity created through an intergovernmental agreement between Brevard County and the cities of Titusville, Cocoa, Melbourne and Palm Bay. Home funds are awarded through the Consortium using a predetermined formula. The Consortium's mission is to increase the supply of decent, safe and affordable housing for low to moderate income persons living in Brevard County. The Consortium provides leadership in preparing plans, reports, developing policies and procedures, and providing program solutions to address affordable housing challenges in Brevard County. As the lead entity, Brevard County (County) receives HOME funds on behalf of the Consortium and contracts with each City individually. HOME funds can be used for activities that promote affordable rental housing and homeownership for lower income households, including acquisition, new construction and reconstruction, moderate and substantial rehabilitation, homebuyer assistance and tenant-based rental assistance. Each municipality within the Consortium is a CDBG entitlement community and therefore develops individual plans and receives CDBG funds separately from the United States Department of Housing and Urban Development (HUD). HUD requires that both the HOME Consolidated Plan, Annual Action Plan (Action Plan), Consolidated Annual Performance and Evaluation Report, and CDBG Plans be submitted together.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The CDBG program has a primary objective of developing viable communities by providing decent housing, a suitable living environment, and economic opportunities that principally benefit persons of low and moderate income. Funds can be used for a wide array of activities including capital

improvements, lead-based paint detection and removal, demolition and land clearing, economic development, construction or rehabilitation of public facilities, and public services. The HOME program has a primary objective of providing affordable housing to low and moderate income persons. Funds can be used for affordable housing activities such as down payment and closing cost assistance, rental assistance, new construction development, site acquisition and rehabilitation, and owner occupied housing rehabilitation or reconstruction.

To the greatest extent feasible, the Annual Action Plan focuses on the goals of the Consortium as they pertain to the preservation and development of affordable housing in the Consortium service area, as well as community development projects and public service programs in the County's unincorporated CDBG strategy areas. The objectives and outcomes are:

- Improve access to affordable housing through purchase assistance; work with non-profit, for profits and Community Housing Development Organizations (CHDOs) to purchase and/or rehabilitate existing units for sale or rent.
- Improve access to affordable housing by promoting fair housing education.
- Improve access to affordable housing by offering rental assistance.
- Improve the quality of owner occupied housing through rehabilitation programs, which will provide sustainability to the resident and neighborhood.
- Increase the availability of community development in neighborhood strategy areas through projects which improve the quality of life and provide safer living environments.
- Increase accessibility through neighborhood public service programs to improve health care, educational opportunities and promote self-sufficiency.
- Increase performance and accountability through evaluation.
- Improve quality of life through client education about lead based paint and asbestos hazards (testing and mitigation will be done when necessary).
- Promote and support facilities and services for the homeless and those that are threatened with homelessness.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

In addition to receiving HOME and CDBG funds, the Consortium utilized additional resources to help address housing and community development needs. Last year, the Consortium focused on stabilizing neighborhoods and infrastructure, and promoting affordable housing in Brevard County's low income communities. The accomplishments included 4 newly constructed rental units, 1 rehabilitated rental unit, 28 fair housing tests, 4 rehabilitated owner occupied homes, and tenant based rental assistance to 6 families.

Additionally, the County completed construction on the Health Department using Section 108 Loan funds, demolished 1 unit and has several public facility and infrastructure improvement projects underway. County CDBG Public Service funds were used to provide 2,670 unduplicated clients (including 11 presumed benefit, such as elderly or homeless persons).

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Public outreach efforts were conducted, including several public meetings and public hearings to determine housing and non-housing community development needs, pursuant to the Citizen Participation Plan. Additionally, copies of the draft Annual Action Plan were available online, at three (3) libraries strategically located in the north, central and south part of county, and each Consortium member office during the public comment period.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

7. Summary

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	BREVARD COUNTY	Housing and Human Services
HOME Administrator	BREVARD COUNTY	Housing and Human Services
ESG Administrator		N/A

Table 1 – Responsible Agencies

Narrative

Brevard County Housing and Human Services Department is the lead agency for the preparation of the Annual Action Plan.

Consolidated Plan Public Contact Information

Ian Golden, Director

Linda Graham, Community Development and Resource Manager

Housing and Human Services, 2725 Judge Fran Jamieson Way; Building B-106, Viera, Florida 32940

Phone: (321) 633-2007

E-mail: Ian.Golden@BrevardFl.Gov or Linda.Graham@BrevardFl.Gov

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

The Consortium recognizes the benefit of citizen participation and consultation as an essential component in the implementation of the Annual Action Plan. The Consortium's participation process began with each member holding public meetings and/or hearings throughout their jurisdictions. This approach provides for a range of opportunities for citizens to participate in the process.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The Brevard County Housing and Human Services Department serves as the Consortium's lead agency for planning and coordinating the implementation of the Annual Action Plan. The Consortium will continue its effort to consult with other public and private agencies that provide assisted housing, health and social services, and fair housing services (including those focusing on services to children, elderly persons, persons with disabilities, and persons who are homeless or threatened by homelessness).

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Consortium will continue to work in collaboration with non-profit and for-profit partners to carry out the goals addressing the needs of homeless persons in this Annual Action Plan, as well as to strengthen partnerships and build capacity with programs and agencies. The Brevard Homeless Coalition (BHC) is a good example of developing and strengthening the Consortium's institutional structure. Each year, the BHC continues to expand their service area by including more agencies. There are now more than 50 non-profit and governmental agencies in Brevard County who belong to the BHC, including members of the Consortium. The BHC membership includes housing providers, health services, social service providers, and private/public agencies that address low income needs, as well as systems of care and correction programs. The BHC meets monthly to discuss issues that pertain to housing and non-housing needs of low income citizens and homeless individuals and families through networking and coordination of funding opportunities.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

N/A

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Brevard Homeless Coalition, Inc.
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Brevard Homeless Coalition (BHC) was consulted during the creation of the 2016-2020 Consolidated Plan and each subsequent Annual Action Plan in order to determine homeless needs and strategies. The draft strategies for the third year Annual Action Plan were presented and comments were requested. Participation by Consortium members in BHC meetings also allows for consistent consultation and participation to increase awareness between organizations about available resources. Enhanced coordination between the organization and the Consortium is the anticipated outcome.
2	Agency/Group/Organization	Housing Authority of the City of Cocoa
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Housing Authority of the City of Cocoa was consulted during the creation of the 2016-2020 Consolidated Plan and each subsequent Annual Action Plan in order to determine homeless needs and strategies. The draft strategies for the Annual Action Plan were presented and comments were requested. Enhanced coordination between the organization and the Consortium is the anticipated outcome.

3	Agency/Group/Organization	TITUSVILLE HOUSING AUTHORITY
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Titusville Housing Authority was consulted during the creation of the 2016-2020 Consolidated Plan and each subsequent Annual Action Plan in order to determine homeless needs and strategies. The draft strategies for the 2018 Annual Action Plan were presented and comments were requested. Enhanced coordination between the organization and the Consortium is the anticipated outcome.
4	Agency/Group/Organization	Melbourne Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Melbourne Housing Authority (Brevard Family of Housing) was consulted during the creation of the 2016-2020 Consolidated Plan and each subsequent Annual Action Plan in order to determine housing needs and strategies. The draft strategies for the Annual Action Plan were presented and comments were requested. Enhanced coordination between the organization and the Consortium is the anticipated outcome.

Identify any Agency Types not consulted and provide rationale for not consulting

All entities were considered for consultation.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Brevard Homeless Coalition (BHC)	The Strategic Plan's goals to address homelessness align with the BHC goals and strategies, such as the "Housing First" methodology adopted by the BHC.

Table 3 – Other local / regional / federal planning efforts

Narrative

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Brevard County and the Consortium sought input from residents, advisory boards and agencies during publicly noticed meetings and hearings to determine goals and strategies. Goals were obtained through input received from meetings, mailings and hearings held during the Consolidated Plan process.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Housing/community representatives	<p>On February 22, 2018 a publicly noticed meeting of the Affordable Housing Council (Council) was held to solicit input based on the 2016 CAPER and the needs and priorities outlined in the Consolidated Plan for HOME and CDBG. There were members of the Council and the general public in attendance, including representatives from each local housing authority. Estimates for 2017 were used since the 2018 estimated allocation was not yet available.</p>	There were no comments.	There were no comments not accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Meeting	Local neighborhood strategy area representatives	On February 20, 2018 a publicly noticed meeting of the CDBG Advisory Board was held to solicit input based on the 2016 CAPER and the needs and priorities outlined in the Consolidated Plan for HOME and CDBG. There were members of the Board and the general public in attendance. Estimates for 2017 were used since the 2018 estimated allocation was not yet available.	There were no comments.	There were no comments not accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Hearing	Non-targeted/ broad community	On July 10, 2018 a publicly noticed hearing solicited input on the 2018 allocation of HOME and CDBG funds will be held before the Board of County Commissioners.	No public comments were received	All input received in the public comment period will be accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Public Hearing	Non-targeted/ broad community	On July 24, 2018 a publicly noticed hearing before the Board of County Commissioners will be held to solicit final comments on the 2018 Annual Action Plan at the conclusion of the 30 day public comment period.		All input received in the public comment period will be accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Internet Outreach	Non-targeted/ broad community	The draft Annual Action Plan will be posted on the Brevard County website from June 21, 2018 through July 23, 2018 for comments during the public comment period and in anticipation of the final public hearing on July 24, 2018.		All input received in the public comment period will be accepted.	http://www.brevardfl.gov/HumanServices/ReportsPlans

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
6	Libraries: north, central and south county	Non-targeted/ broad community	Copies of the draft Annual Action Plan will be made available at three (3) locations throughout the County: Titusville Public Library in the north part of the County, Central Brevard Public Library in the central part of the County and DeGroodt Public Library in the south part of the County.		All input received in the public comment period will be accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
7	Each Consortium member's office	Non-targeted/ broad community	Copies of the draft Annual Action Plan will be made available at each of the five (5) Consortium member offices: Brevard County Housing and Human Services, City of Titusville Neighborhood Services, City of Cocoa Community Development Services, City of Melbourne Housing and Urban Improvement and City of Palm Bay Housing and Neighborhood Development Services from June 21- July 23, 2018 for public comment.		All input received in public comment period will be accepted.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The following table outlines the federal resources available in Program Year 2018 to address housing and non-housing community development needs in Brevard County. Currently, the County receives CDBG and HOME funds for owner-occupied rehabilitation/replacement, downpayment assistance, housing repair, public facility and infrastructure improvements, demolition and clearance, public services, and other eligible activities. These funding sources are expected to be available over the next five years.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,384,316	0	0	1,384,316	4,345,963	CDBG funds for non-housing community development, including demolition and land clearing.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	1,272,414	0	0	1,272,414	1,418,417	HOME funds for housing activities.
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	0	0	0	0	0	

Table 2 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The Consortium primarily utilizes State Housing Initiatives Partnership Program (SHIP) funds for the mandatory 25% local match requirement for HOME funds. If necessary, other non-federal funding sources may be used.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Titusville and Brevard County have municipal-owned properties that are suitable for housing and set aside for future infill housing units. When possible, lands are donated to affordable housing developer(s) and may be used with Community Housing Development Organization(s) to construct short term and/or long term affordable housing.

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Administration	2016	2020	Administration	Countywide	Administration	CDBG: \$276,863 HOME: \$127,241	Other: 1 Other
2	Public Facility Improvements: Suitable Living Env	2016	2020	Non-Housing Community Development	EAST MIMS TARGET AREA WEST COCOA TARGET AREA	Public Facility Imp-Suitable Living Environment	CDBG: \$502,642	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 8795 Persons Assisted
3	Public Infrastructure Imp: Suitable Living Env	2016	2020	Non-Housing Community Development	NORTH TROPICAL TRAIL TARGET AREA WEST CANAVERAL GROVES TARGET AREA	Public Infrastructure Imp-Suitable Living Env	CDBG: \$170,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 3540 Persons Assisted
4	Demolition	2016	2020	Non-Housing Community Development	Countywide	Blight Removal - Demolition	CDBG: \$20,000	Buildings Demolished: 4 Buildings

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Section 108 Loan Repayments	2016	2020	Non-Housing Community Development	WEST CANAVERAL GROVES TARGET AREA Melbourne	Public Facility Imp-Suitable Living Environment Public Infrastructure Imp-Suitable Living Env	CDBG: \$207,164	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 10710 Persons Assisted
6	Public Services	2016	2020	Homeless Non-Housing Community Development	Countywide	Public Services	CDBG: \$207,647	Public service activities other than Low/Moderate Income Housing Benefit: 1616 Persons Assisted
7	Acquisition/New Construction/Resale	2016	2020	Affordable Housing	Countywide	Affordable Housing-CHDO	HOME: \$441,488	Homeowner Housing Added: 6 Household Housing Unit
8	Owner occupied Rehabilitation	2016	2020	Affordable Housing	Countywide	Affordable Hsg-Owner-Occ. Hsg Rehab., Repair, Rep	HOME: \$218,843	Homeowner Housing Rehabilitated: 4 Household Housing Unit
9	Purchase Assistance	2016	2020	Affordable Housing	Countywide	Affordable Housing - Purchase Assistance	HOME: \$150,000	Direct Financial Assistance to Homebuyers: 5 Households Assisted
10	Rental Acquisition / Rehabilitation	2016	2020	Affordable Housing	Countywide	Affordable Housing-Rental Housing	HOME: \$299,514	Rental units constructed: 6 Household Housing Unit
11	Tenant Base Rental Assistance	2016	2020	Affordable Housing	Melbourne	Tenant Based Rental Assistance (TBRA)	HOME: \$35,328	Tenant-based rental assistance / Rapid Rehousing: 8 Households Assisted

Table 3 – Goals Summary

Goal Descriptions

1	Goal Name	Administration
	Goal Description	Administrative costs to successfully operate the CDBG and HOME programs
2	Goal Name	Public Facility Improvements: Suitable Living Environment
	Goal Description	Improve public facilities including community centers and public parks
3	Goal Name	Public Infrastructure Imp: Suitable Living Environment
	Goal Description	Improve infrastructure including road and drainage improvements, street lighting, water and sewer improvements and utility connection fees
4	Goal Name	Demolition
	Goal Description	The elimination and prevention of slum and blight by the removal of unsafe structures
5	Goal Name	Section 108 Loan Repayments
	Goal Description	Repayment of Section 108 loans by Brevard County
6	Goal Name	Public Services
	Goal Description	Public services that address the needs of seniors, youth, homeless persons and education

7	Goal Name	Acquisition/New Construction/Resale
	Goal Description	Assistance to eligible for profit, non-profit and/or CHDOs to purchase and/or rehabilitate existing or construct new housing units for sale
8	Goal Name	Owner occupied Rehabilitation
	Goal Description	Preservation and/or reconstruction of quality owner occupied affordable housing
9	Goal Name	Purchase Assistance
	Goal Description	Down payment and closing cost assistance to eligible homebuyers
10	Goal Name	Rental Acquisition / Rehabilitation
	Goal Description	The construction or rehabilitation of quality, non-luxury affordable rental housing, which may include acquisition
11	Goal Name	Tenant Base Rental Assistance
	Goal Description	Tenant Based Rental Assistance to assist qualified households with rental subsidy

AP-35 Projects - 91.420, 91.220(d)

Introduction

The FY 2018 planned actions will address the County and Brevard County HOME Consortium priority housing and community development needs. The projects are outlined below.

#	Project Name
1	Administration
2	Cocoa West Addition
3	Demolition
4	Health Department
5	Mims Exercise Room
6	Street Lighting Projects
7	Water or Sewer Improvements - Connection Fees
8	West Canaveral Groves Water Main
9	AMIKids Space Coast
10	Boys and Girls Club
11	Central Brevard Sharing Center
12	Early Learning Coalition
13	Emma Jewel Charter Academy
14	Family Promise of Brevard
15	Grandparents Raising Grandchildren
16	Acquisition Rehabilitation New Construction Resale
17	Owner occupied Rehabilitation
18	Purchase Assistance
19	Rental Housing
20	Tenant Based Rental Assistance (TBRA)

Table 4 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Allocation priorities are based on obstacles and underserved needs within the County identified from the surveys and the numerous public meetings and hearings.

AP-38 Project Summary
Project Summary Information

1	Project Name	Administration
	Target Area	Countywide
	Goals Supported	Administration
	Needs Addressed	Administration
	Funding	CDBG: \$276,863 HOME: \$127,241
	Description	Administrative cost to operate the HOME and CDBG Programs
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	N/A
	Planned Activities	Administrative cost to operate the HOME and CDBG Programs.
2	Project Name	Cocoa West Addition
	Target Area	WEST COCOA TARGET AREA
	Goals Supported	Public Facility Improvements: Suitable Living Environment
	Needs Addressed	Public Facility Imp-Suitable Living Environment
	Funding	CDBG: \$310,000
	Description	Renovation of existing community center to provide sewer installation, Porte Cochere, creating rooms for instruction along with kitchen and space for group activities.
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 4,795 households will benefit.
	Location Description	South Burnett Road, Cocoa
	Planned Activities	Renovation of existing community center to provide sewer installation, Porte Cochere, creating rooms for instruction along with kitchen and space for group activities.
3	Project Name	Demolition

	Target Area	SHARPES TARGET COMMUNITY EAST MIMS TARGET AREA CLEARLAKE/ALPINE TARGET AREA NORTH TROPICAL TRAIL TARGET AREA WEST COCOA TARGET AREA Micco NSA (Neighborhood Plan Underway WEST CANAVERAL GROVES TARGET AREA Countywide
	Goals Supported	Demolition
	Needs Addressed	Blight Removal - Demolition
	Funding	CDBG: \$20,000
	Description	The elimination and prevention of slum and blight by the removal of unsafe structures.
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 4 households will benefit from the removal of slum and blighted properties.
	Location Description	This Program is available for eligible multi-family structures in the Brevard County strategy areas and single family residential properties countywide, excluding areas which are not part of the Urban County (as defined by HUD).
	Planned Activities	Demolition and clearance of junk vehicles, scrap materials, debris and other hazardous or nuisance items from a property in order to place the property in a safe and sanitary condition.
4	Project Name	Health Department
	Target Area	Melbourne
	Goals Supported	Section 108 Loan Repayments
	Needs Addressed	Public Facility Imp-Suitable Living Environment
	Funding	CDBG: \$102,051
	Description	Repayment of loan used to construct a Health Department
	Target Date	9/30/2019

	Estimate the number and type of families that will benefit from the proposed activities	An estimated 7,580 households will benefit from the construction of the health department.
	Location Description	University Boulevard, Melbourne
	Planned Activities	Construction is complete on the 13,000 square foot clinic.
5	Project Name	Mims Exercise Room
	Target Area	EAST MIMS TARGET AREA
	Goals Supported	Public Facility Improvements: Suitable Living Environment
	Needs Addressed	Public Facility Imp-Suitable Living Environment
	Funding	CDBG: \$192,642
	Description	Renovation of an area for various exercises and activities.
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 4,000 households will benefit from an exercise area.
	Location Description	Harry T. Moore Avenue, Mims
	Planned Activities	Through renovation of existing space, create an area for various exercises and activities to help reduce life ending diseases within the community.
6	Project Name	Street Lighting Projects
	Target Area	NORTH TROPICAL TRAIL TARGET AREA
	Goals Supported	Public Infrastructure Imp: Suitable Living Environment
	Needs Addressed	Public Infrastructure Imp-Suitable Living Environment
	Funding	CDBG: \$80,000
	Description	To provide lighting in the low/mod community to enhance the safety of pedestrians and vehicle traffic.
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 3,510 households will benefit from this strategic lighting project.

	Location Description	North Tropical Trail Target Area, Merritt Island
	Planned Activities	To provide lighting in the low/mod community to enhance the safety of pedestrians and vehicle traffic.
7	Project Name	Water or Sewer Improvements - Connection Fees
	Target Area	WEST CANAVERAL GROVES TARGET AREA Countywide
	Goals Supported	Public Infrastructure Imp: Suitable Living Environment
	Needs Addressed	Public Infrastructure Imp-Suitable Living Environment
	Funding	CDBG: \$90,000
	Description	Improvements to residential households to improve water and/or sewer access.
	Target Date	9/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 30 households will benefit from the connection of water and/or sewer to residential property.
	Location Description	West Canaveral Groves target area and Countywide
	Planned Activities	Households will benefit from the connection of water and/or sewer directly to residential property.
8	Project Name	West Canaveral Groves Water Main
	Target Area	WEST CANAVERAL GROVES TARGET AREA
	Goals Supported	Section 108 Loan Repayments
	Needs Addressed	Public Infrastructure Imp-Suitable Living Environment
	Funding	CDBG: \$105,113
	Description	Repayment of loan for construction of 19,000 ft. 12" water main with fire hydrants.
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 3,130 persons will benefit
	Location Description	Satellite Boulevard, Cocoa

	Planned Activities	Loan repayment for the construction of 19,000 ft. 12" water main with fire hydrants.
9	Project Name	AMIKids Space Coast
	Target Area	Countywide
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$17,417
	Description	The Education Program will rehabilitate at-risk youth through academic instruction and service learning.
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 41 court ordered youth boys with substance abuse disorders.
	Location Description	1000 Inspiration Lane, Melbourne
	Planned Activities	The Education Program will rehabilitate at-risk youth through academic instruction and service learning.
10	Project Name	Boys and Girls Club
	Target Area	EAST MIMS TARGET AREA CLEARLAKE/ALPINE TARGET AREA
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$37,500
	Description	Positive youth development in academics, after-school and summer programs, character and leadership development, and life skill development.
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	There are 33 proposed unduplicated youth that will receive weekly positive development.
	Location Description	Dixon Boulevard, Cocoa Harry T. Moore Avenue, Mims

	Planned Activities	Positive youth development in academics, after-school and summer programs, character and leadership development, and life skills development.
11	Project Name	Central Brevard Sharing Center
	Target Area	SHARPES TARGET COMMUNITY CLEARLAKE/ALPINE TARGET AREA WEST COCOA TARGET AREA WEST CANAVERAL GROVES TARGET AREA
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$37,500
	Description	Community Kitchen Program
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 1087 unduplicated clients will receive access to a nutritional meal.
	Location Description	Aurora Street, Cocoa
	Planned Activities	Provide nutritious meals to low to moderate income qualified individuals/families in Brevard County.
12	Project Name	Early Learning Coalition
	Target Area	Countywide
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$37,500
	Description	Provide a School Readiness Program that provides child care subsidies to assist eligible families with high cost child care.
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 9 children will receive direct assistance and an estimated 144 children will receive indirect assistance.
	Location Description	Throughout low/moderate income areas in Brevard County.

	Planned Activities	A school readiness program that provides child care subsidies to assist eligible families with the high cost child care.
13	Project Name	Emma Jewel Charter Academy
	Target Area	Countywide
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$37,500
	Description	Transportation for school aged youth
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	An estimate 129 unduplicated scholars will receive transportation services.
	Location Description	Blake Avenue, Cocoa
	Planned Activities	Transportation for school aged youth.
14	Project Name	Family Promise of Brevard
	Target Area	Countywide
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$14,250
	Description	An Aftercare program available to families as they exit the Emergency Shelter Program into a permanent or transitional housing situation.
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 11 families or 33 individuals will receive community based housing case management.
	Location Description	Countywide
	Planned Activities	An Aftercare program available to families as they exit the Emergency Shelter Program into a permanent or transitional housing situation.
15	Project Name	Grandparents Raising Grandchildren

	Target Area	Countywide
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$25,980
	Description	The Child First Program
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 140 service units to low income senior relative caregivers and at-risk children
	Location Description	Countywide
	Planned Activities	The Child First Program provides assistance with access to food stability, health care and TANF as well as support services and training.
16	Project Name	Acquisition Rehabilitation New Construction Resale
	Target Area	Countywide
	Goals Supported	Acquisition/New Construction/Resale
	Needs Addressed	Affordable Housing-CHDO
	Funding	\$441,488
	Description	New construction and preservation of quality affordable housing. Including the production or preservation of affordable housing for sale or rent.
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 6 units of homeownership are proposed to be created.
	Location Description	Countywide
	Planned Activities	New construction homeownership units are proposed.
17	Project Name	Owner occupied Rehabilitation
	Target Area	Countywide
	Goals Supported	Owner occupied Rehabilitation
	Needs Addressed	Affordable Hsg- Owner-Occ. Hsg Rehab., Repair, Rep

	Funding	\$218,843
	Description	New construction and preservation of quality owner occupied affordable housing.
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	There are 4 units proposed for owner occupied rehabilitation.
	Location Description	Countywide
	Planned Activities	New construction and preservation of quality owner occupied affordable housing.
18	Project Name	Purchase Assistance
	Target Area	Countywide
	Goals Supported	Purchase Assistance
	Needs Addressed	Affordable Housing - Purchase Assistance
	Funding	\$150,000
	Description	Down payment and closing cost assistance to homebuyers.
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 5 families will receive down payment and closing cost assistance.
	Location Description	Countywide
	Planned Activities	Down payment and closing cost assistance to homebuyers.
19	Project Name	Rental Housing
	Target Area	Countywide
	Goals Supported	Rental Acquisition / Rehabilitation
	Needs Addressed	Affordable Housing-Rental Housing
	Funding	\$299,514
	Description	New construction and preservation of quality affordable rental housing.
	Target Date	9/30/2021

	Estimate the number and type of families that will benefit from the proposed activities	An estimated 6 rental units will be created.
	Location Description	Countywide
	Planned Activities	New construction and/or preservation of quality affordable rental housing.
20	Project Name	Tenant Based Rental Assistance (TBRA)
	Target Area	Melbourne
	Goals Supported	Tenant Base Rental Assistance
	Needs Addressed	Tenant Based Rental Assistance (TBRA)
	Funding	\$35,328
	Description	TBRA will be provided through the City of Melbourne for qualified households to assist with rental subsidy for up to 24 months.
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 8 households will receive rental assistance.
	Location Description	City of Melbourne
	Planned Activities	TBRA will be provided through the City of Melbourne for qualified households to assist with rental subsidy for up to 24 months.

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Brevard County's CDBG Program has targeted seven neighborhoods which meet the definition of low- to moderate- income areas and qualify for funding under "area benefit". The Sharpes neighborhood will be the final community to be surveyed to confirm eligibility.

Geographic Distribution

Target Area	Percentage of Funds
SHARPES TARGET COMMUNITY	0
EAST MIMS TARGET AREA	14
CLEARLAKE/ALPINE TARGET AREA	0
NORTH TROPICAL TRAIL TARGET AREA	6
WEST COCOA TARGET AREA	23
Micco NSA (Neighborhood Plan Underway)	0
WEST CANAVERAL GROVES TARGET AREA	14

Table 5 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Funding is targeted to maximize impact with limited resources. Assigning the priorities was based in large part on community input from the surveys and public meetings used to set priorities in developing the 2016-2020 Consolidated Plan and third year Annual Action Plan. When funding is available, the County has a Request for Proposal (RFP) process wherein eligible applicants submit a proposal (or proposals) for needed activities identified and prioritized in their communities.

Discussion

Affordable Housing

AP-55 Affordable Housing - 91.420, 91.220(g)

Introduction

The following are the one year goals for the number of households to be supported through various Brevard County and Brevard Home Consortium programs, including the following:

- Purchase Assistance/Homeownership
- Affordable "Owner-Occupied" Housing
- Affordable "Rental" Housing

One Year Goals for the Number of Households to be Supported	
Homeless	4
Non-Homeless	24
Special-Needs	1
Total	29

Table 6 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	8
The Production of New Units	12
Rehab of Existing Units	4
Acquisition of Existing Units	0
Total	24

Table 7 - One Year Goals for Affordable Housing by Support Type

Discussion

The remainder of housing units (5) will be provided through purchase assistance.

AP-60 Public Housing - 91.420, 91.220(h)

Introduction

Brevard County is served by three Public Housing Authorities (PHA): the Housing Authority of the City of Titusville, which serves the City of Titusville; City of Cocoa Housing Authority, which serves the City of Cocoa; and the Housing Authority of Brevard County (including the Melbourne Housing Authority), which serves the City of Melbourne and the unincorporated areas of Brevard County. All three Housing Authorities offer a variety of supportive activities. Residents are encouraged to participate in resident council meetings.

Actions planned during the next year to address the needs to public housing

The three PHAs anticipate ongoing building maintenance, modernization and repair in order to improve living environments in all of the PHA units throughout Brevard County. The PHAs continue to aggressively pursue grant opportunities in order to meet the needs of these housing units and increase the availability and/or improvement of public housing. Each of the PHAs are invited to and attend the County's Affordable Housing Council meetings. The three PHAs are also notified of current Request for Proposal processes, including funding opportunities for hurricane mitigation or repair. The PHAs have benefited from grants which were approved in previous fiscal years.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The Consortium members will support the Housing Authorities Annual Plans and provide a variety of activities during the year to encourage public housing residents to become more self-sufficient and participate in homeownership. These activities include: offering purchase assistance classes to promote homeownership, inviting housing authority staff to advisory council meetings, participate in consolidated and annual action planning activities, and notifying housing authority staff and residents of social service programs which would benefit residents.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

None of the three Housing Authorities have been deemed a "Troubled Agency".

Discussion

AP-65 Homeless and Other Special Needs Activities - 91.420, 91.220(i)

Introduction

Brevard County is a member agency of the newly formed 501(c)(3) Brevard Homeless Coalition (BHC). Coalition members are working collectively to implement the changes identified in the HEARTH Act. The BHC annually submits a response to the HUD Notification of Funding Availability (NOFA) for Continuum of Care Homeless Housing Assistance Programs, part of the McKinney-Vento Homeless Assistance Act. The Brevard Homeless Coalition's strategic planning statement was modeled on the 2010 U.S. Interagency Council on Homelessness' adopted plan "Opening Doors." This federal plan established four national goals: • Finish the job of ending chronic homelessness • Prevent and end homelessness among veterans • Prevent and end homelessness for families, youth and children, and • Set a path to end all types of homelessness.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Brevard County HOME Consortium will continue to utilize the CDBG program to fund public service activities that will address the needs of homeless persons. The Coordinated Assessment (CA) process for the BHC includes a Front-Line/Diversion Specialist and specialized crisis response and diversion assistance to individuals and families at risk of or experiencing homelessness. The Front-Line/Diversion Specialist provides the manpower for tracking frontline interactions and follow-up; and will assess with the Vulnerability Index & Service Prioritization Decision Assistance (VI-SPDAT) Tool and make referrals to an emergency shelter. The CA is responsible for coordinating frontline housing crisis response across Brevard County, including targeted street outreach, diversion, and discharge planning functions. The CA process also has a Coordinated Housing Assessment Team (CHAT) Leader that works with the Housing Outreach Team (HOT) Leader and together collaborate to house those with the highest priority housing need. Housing case managers meet weekly with the leaders for housing placement of those with the highest acuity on their assessment.

Addressing the emergency shelter and transitional housing needs of homeless persons

Short term emergency services such as food, shelter, utility assistance, and rental payments will be provided through various Consortium programs and partnerships with non-profit organizations. Programs will be funded and collaborations formed to address childcare needs, homeless prevention, safe, decent and affordable rental and homeownership assistance. Educational programs, job training, job placement services, and various other self-help programs will be in place to assist with providing necessary tools to meet self-sufficiency goals. In addition to supporting community-wide efforts as described above, the County and the Consortium will use CDBG and HOME funds to support a variety of activities that are specifically designed to help low- and moderate-income persons and families break the cycle of poverty. These activities may include the following support programs such as: youth services, an emergency food program, subsidized child care, and housing stabilization. In addition, the BHC engages the Outreach teams of National Homeless Veteran's Support, Volunteers of America, Crosswinds and the Veteran's Administration when they attend a weekly Coordinated Housing Assessment Team meeting to help engage and house those who are the highest acuity. Also, through HUD funding, Crosswinds Youth Services Inc. maintains staff that provides outreach for those youth who are homeless in Brevard. National Homeless Veterans Support provides outreach for all homeless in the northern part of Brevard County, Central Brevard Sharing Center for the central part of Brevard County, and Daily Bread along with South Brevard Sharing Center provide outreach for the southern end of Brevard County.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

In an effort to increase the number of permanent supportive housing beds, the BHC will review and implement a "Housing First" methodology as an alternative to the current system of emergency/transitional housing, which tends to prolong the length of time that families remain homeless. This methodology is premised on the belief that vulnerable and at risk families are more responsive to interventions and social services support after they are established in their own housing, rather than while living in temporary transitional or housing programs. This approach puts an emphasis on securing additional funding for permanent supportive housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

BHC includes in its membership institutional agencies with discharge policies. BHC leadership has contacted agencies such as the Brevard County jails and medical facilities who have discharge policies to initiate discussions on those policies. It has been determined that they all have discharge policies and have working relationships with various members of the BHC. In addition, the Brevard Reentry Task Force, a subcommittee of the BHC, has a mission to reduce crime and recidivism by educating the public, encouraging communication and engaging community resources for all persons whose lives have been affected by the criminal justice system.

BHC members in receipt of McKinney-Vento Act funds do not accept clients who are discharged from institutions into their transitional housing programs.

Discussion

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

The Consortium members will work with their respective Planning and Zoning Departments to review and improve policies which affect affordable housing in their respective Comprehensive Plans, as needed.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Actions to address barriers to affordable housing will include:

- Implementation of housing assistance programs more fully described in specific housing objectives in this Action Plan. These programs are designed to make housing more affordable, create new housing opportunities and improve access to housing for low-income persons.
- Continuation of neighborhood revitalization activities in target areas: demolition, infrastructure improvements, code enforcement activities to reduce neighborhood blight, create opportunities for affordable infill housing and improve the economic vitality of the affected areas,
- Implementation of expedited permitting for affordable housing, as required by the State Housing Initiatives Partnership Program (SHIP),
- Continuation of homebuyer education programs, fair housing education and related activities, and
- Community outreach activities in order to increase public awareness of fair housing laws, encourage the goal of homeownership, and provide general information on the dangers of predatory lending.

Discussion

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

In FY 2018, the County and the Consortium plan the following actions to help address the housing and community development needs of County residents, especially low/moderate income residents.

Actions planned to address obstacles to meeting underserved needs

Inadequate resources is a chief obstacle to meeting underserved needs-both financial and human (staffing). The County and the Consortium will continue to collaborate with human and social service agencies and the BHC to identify potential resources for meeting the needs of residents. During its FY 2018 program year the County will take the following actions: continue to provide funds for housing for both owner-occupied and rental units; participate in planning and coordination efforts to build better communication and understanding of agencies in the County; continue its support and cooperation with BHC; and provide assistance for residents who are at risk of becoming homeless.

Actions planned to foster and maintain affordable housing

The County will allocate FY 2018 HOME funds to foster and maintain affordable housing through the creation and maintenance of 29 units of housing.

Actions planned to reduce lead-based paint hazards

Each member of the Consortium utilizes qualified inspectors who have completed the online HUD lead based paint course "Healthy Homes and Lead Hazard Control" to be certified renovators, as defined in 40 CFR Part 745.225. This certification assists the inspectors with identifying the need for further inspection and abatement. All housing units built prior to 1978, regardless of the funding source, will be evaluated for lead-based paint. The housing inspectors will take note of flaking or chipping paint. If lead-based paint is found, a certified professional will be consulted.

Actions planned to reduce the number of poverty-level families

The County and the Consortium will use CDBG and HOME funds to support a variety of activities that are specifically designed to help low- and moderate-income persons and families break the cycle of poverty. These activities include the following support programs: youth services, senior nutrition, youth transportation, an emergency food program, subsidized child care, youth mentoring, and aftercare housing stabilization. Additionally, Brevard County Housing and Human Services Department and the Consortium work in partnership with many for profit and non-profit developers utilizing SHIP and federal HOME funding to expand housing opportunities for residents living in poverty.

Actions planned to develop institutional structure

Brevard County's Housing and Human Services Department serves as the Consortium's lead agency for planning and coordinating the implementation of the Annual Action Plan. The Consortium will continue its effort to consult with the BHC and other public and private agencies that provide assisted housing, health and social services, and fair housing services. The Consortium utilizes HOME and CDBG funds to promote fair housing throughout the county. The members of the Consortium partner with a local fair housing agency dedicated to the elimination of housing discrimination to ensure that Brevard County residents have equal access to housing opportunities. The Brevard County Space Coast Government Television runs two (2) ads titled "Wanted Everywhere Else", a public service announcement (PSA) and "7 Days in April", which chronicles the history of the Fair Housing Act. The PSAs rotate multiple times over a monthly basis.

Actions planned to enhance coordination between public and private housing and social service agencies

A public service agency priority needs survey was developed and mailed out to many social service, health, and housing organizations in the County to gather input as to the needs and gaps within existing services as part of the Consolidated Plan process. Those needs were summarized and used by the County to plan housing and social service programs. The County and the Consortium will continue efforts to enhance coordination and partnerships between public and private housing, health, and social services agencies throughout Brevard County. Through the regular meetings of the Affordable Housing Council and the CDBG Advisory Boards, there is an opportunity for interested citizens and agencies to make presentations and discuss issues concerning coordination of housing, health, and social service needs.

Discussion

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

Introduction

See below for Program Specific Requirements.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

**HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)**

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The Consortium does not use any other forms of investment not listed in 24CFR Part 92.205(b).

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

HOME funds invested in homeowner assistance will be subject to recapture provisions outlined in 24 CFR Part 92.254. Except when resale restrictive covenants are mandated by regulation, the Consortium will follow the recapture provisions described in these guidelines. The Consortium's purchase assistance programs are designed to assist eligible applicants with the purchase of decent, safe and sanitary housing by providing financial assistance for any combination of down payment, repairs, principal reduction and closing costs for new construction and/or existing housing. Both the potential HOME housing unit and the assisted client must be eligible for the program, following specific standards and requirements from HUD. Funds for assistance can be used in the form of amortized, non-amortized, forgivable or deferred payment loans. Recapture Provision • Program funds will be secured by a lien, primary or subordinate mortgage; and affordability restrictions enforced via a land use agreement or deed restriction. • If any uncured default occurs at any time during the period of affordability, the housing unit assisted with HOME funds ceases to be the principal residence of the eligible homeowner or any other terms of the mortgage or land use agreement are violated, then the mortgage balance will become due in full. If a quit-claim deed or any title transfer of ownership is exercised during the affordability period, the date of the transfer will be the default date and all proceeds due will be determined from that date. • The HOME-assisted housing unit must meet the affordability requirements for not less than the applicable period specified in the following table, beginning after project completion.

Homeownership assistance HOME amount per-unit	Minimum period of affordability in years
Under \$15,000	5
\$15,000 to \$40,000	10
Over \$40,000	15

See AD-25, Administration, Unique Appendices, for a full description of the guidelines.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

See the above responses. The guidelines will ensure the affordability of units acquired with HOME funds per 24 CFR 92.254(a)(4).

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The Consortium has no plans to use HOME funds to refinance existing debt secured by multifamily housing that is being rehabilitated with HOME funds.

Emergency Solutions Grant (ESG)

1. Include written standards for providing ESG assistance (may include as attachment)

N/A

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

N/A

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

N/A

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

N/A

5. Describe performance standards for evaluating ESG.

N/A

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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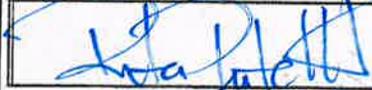
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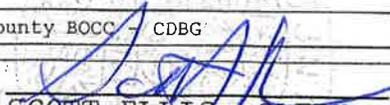
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As the duly authorized representative of the applicant, I certify that the applicant:

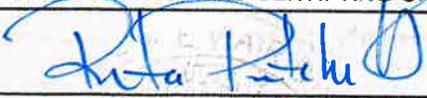
1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Chair, Board of County Commissioners
APPLICANT ORGANIZATION Brevard County BOCC - CDBG	DATE SUBMITTED July 24, 2018

ATTEST:  As approved Board 7/24/18 Standard Form 424B (Rev. 7-97) Back
SCOTT ELLIS, CLERK

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
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SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Chair, Board of County Commissioners
APPLICANT ORGANIZATION Brevard County BOCC - HOME	DATE SUBMITTED July 24, 2018

ATTEST:  As approved Board 7/24/18 Standard Form 424B (Rev. 7-97) Back
SCOTT ELLS, CLERK

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
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APPLICANT ORGANIZATION Brevard County BOCC CDBG	DATE SUBMITTED July 24, 2018

ATTEST:  As approved Board 7/24/18
SCOTT ELLIS, CLERK

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1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
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ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 01/31/2019

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2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
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AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER

THIS AGREEMENT made the **3rd** day of **December** in the year Two Thousand Eighteen 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"), and **IVEY'S CONSTRUCTION, INC.**, 4060 N. Courtenay Parkway, Merritt Island, FL 32953 (hereinafter referred to as "Construction Manager"), a company licensed to do business in the State of Florida.

ARTICLE 1

THE CONSTRUCTION TEAM AND EXTENT OF AGREEMENT

The Construction Manager accepts the relationship of trust and confidence established between him and the Owner by this Agreement. 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 Agreement (**Attachment "B"**).

- 1.3 Definitions:

Project - The Project is the total work to be performed under this Agreement. 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, Housing & Human

Services, 2725 Judge Fran Jamieson Way, Building B, Viera, FL 32940, (321) 633-2007. For the purposes of this agreement, 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 agreement.

Contract Documents - Consist of this Agreement 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 – Morgan and Associates

Project Director - The person designated by the Owner to provide direct interface with the Construction Manager with respect to the Owner's responsibilities. Michael McDonald 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 Agreement - This Agreement for Construction Management services for the construction of **Cocoa West Community Center – Phase II Building Renovations** between the Owner and the Construction Manager supersedes any prior negotiations, representations or agreements. 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 Agreement 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 Project 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" and "H"**), certified copies of the recorded 100% Public Construction Performance Bond and 100% Public Construction Payment Bond each 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 **\$587,342.00**. *The final approved GMP spread sheet is hereby attached as Attachment "I" to and shall become a part of this Agreement between Owner and Construction Manager. GMP shall be adjusted based on actual Site Plan approval and NTP beyond the October 22, 2018 date as noted in Ivey's GMP Proposal, Rev 1 (Phasing) dated June 18, 2018.*

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 **\$23,972.90**.

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 Agreement.
- .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 **105 calendar days** from issuance of Notice to Proceed. Final Completion shall be achieved within an additional **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 **\$78,096.00** for services provided in this Agreement. 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 agreements 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 agreements 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 Agreement - 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 Agreement 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 agreement, 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 Agreement, assumes toward the Owner and the Architect/Engineer. Said agreements 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 agreements 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 Agreement, 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 fourteen (14) 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 fourteen (14) 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 Agreement 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 agreement, 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 Agreement, 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 Agreement.

- (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 Agreement 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 agreement, 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.

ARTICLE 10

CHANGES IN THE PROJECT

- 10.1 Change Orders - The Owner, without invalidating this Agreement, may order Changes in the Project within the general scope of this Agreement 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 Agreement 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 Agreement, 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 Agreement 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 Agreement 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 Agreement, 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 agreements.
 - * 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 Agreement) 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 agreement. 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 Agreement, 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 Agreement 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. Worker's Compensation - 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 Agreement.
- 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 Agreement 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 Agreement, 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 County shall be named as an Additional Insured with a Waiver of Subrogation on all Certificates of Insurance.

ARTICLE 14

TERMINATION OF THE AGREEMENT 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 Agreement, 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 Agreement, 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 Agreement 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 Agreement 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 Agreement 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) 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.

- (2) As required by § 287.135(5), Florida Statutes, prior to entering into a contract (formal contract or purchase order in excess of \$1 million dollars to provide goods or services to Brevard County, individual with authority to execute this Agreement 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 "Q"**, the County/Owner may terminate the contract.
- (3) If subsequent to the submittal of the attached affidavit, the Contractor (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 Agreement without the written consent of the other except as to the assignment of proceeds.
- 15.2 This Agreement 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 Agreement to interpret, construe or enforce this Agreement 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 Agreement, 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 Agreement 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 Agreement.
- 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 contractor's 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 "O"**.
- 18.6 Public Entity Crime Affidavit attached as **Attachment "P"**.
- 18.7 Non-Collusion Affidavit of Prime Bidder attached as **Attachment "P"**.
- 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 agreement shall be subject to copyright by Contractor in the United States or any other Country.
- 18.9 Davis Bacon Wage Decision Special attention should be given to Federal Supplement Age Requirements. This is a federally funded Project where Davis-Bacon Act requirements are to be followed. Current Davis Bacon Wage Decisions are attached as **Attachment "R"**.

18.10 **E-Verify Participation**

In accordance with BCC Policy 25 all contractors that conduct business with Brevard County are required to be registered with and utilize the U.S. Department of Homeland Security's E-Verify System in accordance with the terms governing use of the system.

CONFIRMATION OF E-VERIFY PARTICIPATION FORM

In accordance with BCC Policy 25 all contractors that conduct business with Brevard County are required to be registered with and utilize the U.S. Department of Homeland Security's E-Verify System in accordance with the terms governing use of the system.

1. The County shall not enter into, or renew, a contract for goods or services with a Vendor/contractor that is not enrolled into E-Verify. Any Vendor/contractor providing goods or services to the County shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the term of the contract.
2. Vendors/contractors shall provide acceptable evidence of their enrollment at the time of the submission of the vendor's/contractor's bid/quote/proposal. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business and/or a signed copy of this affidavit.
3. All vendors/contractors must meet this requirement unless:
 - a. The contract is solely for goods-based procurement where no services are provided; or
 - b. Where the requirement is waived by the Board of County Commissioners.
4. A vendor/contractor who registers with and participates in the E-Verify program may not be barred or penalized under BCC Policy 25(3)(V) if, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment.
5. Vendors/contractors shall expressly require any contractor or subcontractor performing work or providing services pursuant to the County 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 contract term.
- 6. Nothing in BCC Policy 25(3) (V) may be construed to allow intentional discrimination of any class protected by law.

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the BCC-25. This form is in conjunction with Brevard County's General Conditions, Unauthorized Alien Workers.

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

ATTEST:

Scott Ellis
 Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
 OF BREVARD COUNTY, FLORIDA

Kristine Isnardi
 Kristine Isnardi, Chair
 Brevard County Commission

As Approved By the Brevard County Commission
 on: 7/24/2018

IVEY'S CONSTRUCTION, INC.

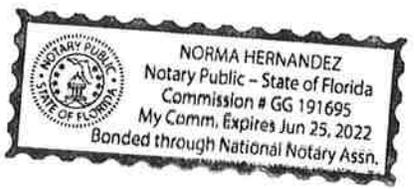
Kevin W. Ivey
 BY: Construction Manager
 Kevin W. Ivey, President

STATE OF FLORIDA
 COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 16 day of January 2018 by whose position is President with the firm of, a Florida Corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

(SEAL)

Norma Hernandez
 NOTARY PUBLIC
Norma Hernandez
 Typed, Printed or Stamped Name



ATTACHMENT "A"

CONSTRUCTION TEAM ASSIGNED REPRESENTATIVES

Owner

Brevard County Housing and Human Services Department

<u>Michael McDonald</u>	Project Director
<u>Michael McDonald</u>	Construction Coordinator
<u>Mary Bowers</u>	Support Services Manager/Contracts
<u>Sherry Collett</u>	Special Projects Coordinator II

Architect-Engineer

Morgan & Associates – Andy Kirbach

Construction Manager

<u>Kevin Ivey</u>	President
<u>Steve Sergis</u>	Vice President/Principal-In-Charge
<u>Steve Sergis</u>	Project Manager
<u>Steve Sergis</u>	Project Administrator
<u>Tim Regan</u>	Project Superintendent
<u>Mike Koons</u>	Estimator/Cost Control
<u>Ryan Ivey</u>	Schedules

ATTACHMENT "B"

PROJECT SCOPE OF WORK

Phase II of this project includes site work to include the installation of sewer system at the Cocoa West Community Center, reconstructing the parking lot and construction of a porte cochere.

ATTACHMENT "C"

DIRECT PURCHASING PROCEDURE CONSTRUCTION MANAGEMENT AGREEMENT

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 Agreement by and between Construction Manager and Brevard County Board of County Commissioners, Viera, Florida for the construction of a Cocoa West Community Center Building Renovations – Phase 2.
- 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 parties' 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

CIVIL	
C-1	COVER SHEET
C-2	NOTES
C-3	SITE PLAN
C-4	EXISTING CONDITIONS & DEMOLITION PLAN – ENLARGED
C-5	SITE & GEOMETRY PLAN – ENLARGED
C-6	PAVING, GRADING & DRAINAGE PLAN – ENLARGED
C-7	SITE UTILITY PLAN
C-8	OFF SITE UTILITY PLAN
C-9	CONSTRUCTION DETAILS
C-10	BREVARD COUNTY EXHIBITS
C-11	UTILITY DETAILS
C-12	LIFT STATION DETAILS
C-13	MAINTENANCE OF TRAFFIC PLAN
C-14	BREVARD COUNTY PUBLIC WORKS ENGINEERING STANDARD DEVELOPMENT NOTES
L-1	LANDSCAPE PLAN
ARCHITECTURAL	
A-2	LIFE SAFETY PLAN
A-3	FLOOR PLAN
A-7	ELEVATIONS
A-8	ROOF PLAN
A-9	REFLECTED CEILING PLAN

ATTACHMENT "E"
CONSTRUCTION MANAGER'S
PRELIMINARY CONSTRUCTION SCHEDULE

See attached

Activity ID	Activity Name	Activity % Complete	Original Entry Start Duration	Entry Finish	Actual Start	Actual Finish
218.39 - U1 West Cocoa Community Center PH 1 & 2 - Update #1						
218.39 - U1.1 General Conditions						
218.39 - U1.1.1 Phase 1						
A1820	NTP	100%	0	18-Oct-18	18-Oct-18	31-Jul-18
A1860	Contract Award	100%	10	18-Oct-18	18-Oct-18	31-Jul-18
A1960	Award Subcontracts	100%	10	18-Oct-18	18-Oct-18	27-Aug-18
A1970	Permitting	100%	25	18-Oct-18	18-Oct-18	14-Aug-18
218.39 - U1.1.2 Phase 2						
A1830	Anticipated NTP	0%	0	22-Oct-18		
A1860	Contract Award	0%	10	22-Oct-18		
A1990	Award Subcontracts	0%	10	05-Nov-18		
A2000	Permitting	0%	20	05-Nov-18		
218.39 - U1.2 Submittals						
218.39 - U1.2.1 Phase 1						
A1090	Plumbing	100%	10	18-Oct-18	18-Oct-18	13-Sep-18
A1090	Door, Frames and Hardware	100%	25	18-Oct-18	18-Oct-18	29-Aug-18
A1100	Stonefront	100%	25	18-Oct-18	18-Oct-18	09-Oct-18
A1110	Drywall Framing and Insulation	100%	15	18-Oct-18	18-Oct-18	13-Sep-18
A1120	Stucco	100%	15	18-Oct-18	18-Oct-18	27-Sep-18
A1130	Ceramic Tile	100%	25	18-Oct-18	18-Oct-18	12-Oct-18
A1140	VCT	100%	25	18-Oct-18	18-Oct-18	29-Aug-18
A1150	Vinyl Cove Base	100%	20	18-Oct-18	18-Oct-18	12-Oct-18
A1160	Paint	100%	20	18-Oct-18	18-Oct-18	03-Oct-18
A1170	Bath Accessories	100%	30	18-Oct-18	18-Oct-18	04-Oct-18
A1180	FE and Cabinets	100%	35	18-Oct-18	18-Oct-18	13-Sep-18
A1190	Fire Suppression Shop Drawings	100%	20	18-Oct-18	18-Oct-18	17-Oct-18
A1200	HVAC Package	100%	30	18-Oct-18	18-Oct-18	12-Oct-18
A1210	Fire Alarm Package	100%	15	18-Oct-18	18-Oct-18	05-Oct-18
A1220	Electrical Package	0%	10	18-Oct-18		
A1070	CMU	0%	10	18-Oct-18		
A1090	Concrete Mix Design and Rebar	0%	30	19-Nov-18		
218.39 - U1.2.2 Phase 2						
A2010	Electrical Package	0%	5	19-Nov-18		
A2040	Roof Drains	0%	5	19-Nov-18		
A2060	Concrete Mix Design and Rebar Shops	0%	5	19-Nov-18		
A2100	Asphalt	0%	5	19-Nov-18		
A2140	Header Curb	0%	5	19-Nov-18		
A2050	Structural Shop Drawings	0%	10	19-Nov-18		
A2080	Force Main	0%	10	19-Nov-18		
A2090	Sanitary Sewer Piping	0%	10	19-Nov-18		
A2110	Subgrade and Base	0%	15	19-Nov-18		
A2020	Fire Alarm Package	0%	10	19-Nov-18		
A2130	Lighting	0%	15	19-Nov-18		
A2150	Signage	0%	15	19-Nov-18		
A2180	Stone Structures	0%	15	19-Nov-18		
A2070	Duplex Lift Station and Valve Vault	0%	20	19-Nov-18		
A2160	Slipring	0%	20	19-Nov-18		
A2120	Landscaping	0%	25	19-Nov-18		

█ Actual Work
 █ Critical Remaining Work
 █ Remaining Work
 ◆ Milestone
 ◆ Summary

West Cocoa Community Center PH 1.2 - Update #1
 Construction Project Management (CPM) Schedule

Agency ID	Agency Name	Agency % Complete	Original Duration	Early Start	Early Finish	Actual Start	Actual Finish	2018	2019
A2190	Metal Roofing	0%	25	19-Nov-18	28-Dec-18			0	0
A2170	SealCoat	0%	30	19-Nov-18	03-Jan-19			0	0
218.39 - U1.3 Submittal Review									
218.39 - U1.3.1 Phase 1									
A1230	Plumbing	100%	42	18-Oct-18	07-Nov-18	05-Sep-18		0	0
A1280	Drywall Framing and Insulation	100%	5	18-Oct-18	18-Oct-18	13-Sep-18		0	0
A1290	Stucco	100%	5	18-Oct-18	18-Oct-18	27-Sep-18		0	0
A1360	Fire Suppression Shop Drawings	100%	5	18-Oct-18	18-Oct-18	13-Sep-18		0	0
A1370	HVAC Package	100%	5	18-Oct-18	18-Oct-18	08-Oct-18		0	0
A1340	Bath Accessories	90%	5	18-Oct-18	18-Oct-18	05-Sep-18		0	0
A1330	Paint	80%	5	18-Oct-18	18-Oct-18	03-Oct-18		0	0
A1390	Electrical Package	50%	5	18-Oct-18	22-Oct-18	05-Oct-18		0	0
A1260	Doors, Frames and Hardware	20%	5	18-Oct-18	23-Oct-18	12-Oct-18		0	0
A1300	Ceramic Tile	20%	5	18-Oct-18	23-Oct-18	12-Oct-18		0	0
A1350	FE and Cabinets	20%	5	18-Oct-18	23-Oct-18	15-Oct-18		0	0
A1310	VCT	10%	5	18-Oct-18	24-Oct-18	12-Oct-18		0	0
A1320	Vinyl Cove Base	10%	5	18-Oct-18	24-Oct-18	12-Oct-18		0	0
A1380	Fire Alarm Package	10%	5	18-Oct-18	24-Oct-18	12-Oct-18		0	0
A1270	Storefront	0%	5	18-Oct-18	24-Oct-18	05-Oct-18		0	0
A1240	CMU	0%	5	01-Nov-18	07-Nov-18			0	0
A1250	Concrete Mix Design and Rebar	0%	5	01-Nov-18	07-Nov-18			0	0
218.39 - U1.3.2 Phase 2									
A2200	Electrical Package	0%	30	28-Nov-18	10-Jan-19			0	0
A2230	Roof Drains	0%	5	28-Nov-18	04-Dec-18			0	0
A2250	Concrete Mix Design and Rebar Shops	0%	5	28-Nov-18	04-Dec-18			0	0
A2290	Asphalt	0%	5	28-Nov-18	04-Dec-18			0	0
A2300	Header/Curb	0%	5	28-Nov-18	04-Dec-18			0	0
A2240	Structural Shop Drawings	0%	5	05-Dec-18	11-Dec-18			0	0
A2270	Force Main	0%	5	05-Dec-18	11-Dec-18			0	0
A2280	Sanitary Sewer Piping	0%	5	05-Dec-18	11-Dec-18			0	0
A2300	Stabilized Subbase and Limerock Base	0%	5	05-Dec-18	11-Dec-18			0	0
A2210	Fire Alarm Package	0%	5	12-Dec-18	18-Dec-18			0	0
A2220	Fire Suppression Package	0%	5	12-Dec-18	18-Dec-18			0	0
A2240	Lighting	0%	5	12-Dec-18	18-Dec-18			0	0
A2240	Signage	0%	5	12-Dec-18	18-Dec-18			0	0
A2370	Storm Structures	0%	5	12-Dec-18	18-Dec-18			0	0
A2350	Shipping	0%	5	19-Dec-18	25-Dec-18			0	0
A2360	Landscaping	0%	5	27-Dec-18	03-Jan-19			0	0
A2380	Metal Roofing	0%	5	27-Dec-18	03-Jan-19			0	0
A2390	SealCoat	0%	5	04-Jan-19	10-Jan-19			0	0
218.39 - U1.4 Fabrication and Delivery									
218.39 - U1.4.1 Phase 1									
A1190	Plumbing Package	70%	70	18-Oct-18	08-Jan-19	13-Sep-18		0	0
A1430	Fire Suppression Package	50%	15	18-Oct-18	22-Oct-18	13-Sep-18		0	0
A1480	Electrical Conduit, Wires, and Accessories	30%	20	22-Oct-18	09-Nov-18	12-Oct-18		0	0
A1600	VCT	0%	15	24-Oct-18	14-Nov-18			0	0
A1420	Ceramic Tile	0%	20	24-Oct-18	20-Nov-18			0	0
A1440	Fire Alarm Package	0%	20	24-Oct-18	21-Nov-18			0	0
A1720	Lighting Package	20%	30	22-Oct-18	27-Nov-18	03-Oct-18		0	0

Actual Work Remaining Work Critical Remaining Work Milestone Summary

West Cocoa Community Center PH 1.2 - Update #1 Construction Project Management (CPM) Schedule

Activity ID	Activity Name	Activity % Complete	Original Duration	Early Start	Early Finish	Actual Start	Actual Finish	S	A	M	T	W	T	F	S	S	O	N	D	J	F	M	A	May 2019	Jun 2019
A1710	Ductwork, Registers, Diffusers, Louvers	100%	30	18-Oct-18	27-Nov-18																				
A1470	Electrical Gear	0%	40	22-Oct-18	19-Dec-18																				
A1400	Doors Frames and Hardware	0%	40	24-Oct-18	20-Dec-18																				
A1450	AHUs 1-4 and Condensing Units	5%	50	18-Oct-18	27-Dec-18																				
A1410	Storefront	10%	55	25-Oct-18	08-Jan-19																				
218.39 - U1.4.2 Phase 2				60	05-Dec-18	28-Feb-19																			
A2380	Electrical Package	0%	15	05-Dec-18	28-Dec-18																				
A2400	Fire Alarm Package	0%	20	19-Dec-18	17-Jan-19																				
A2410	Fire Suppression Package	0%	20	19-Dec-18	17-Jan-19																				
A2420	Structural Steel	0%	35	12-Dec-18	31-Jan-19																				
A2450	Metal Roofing	0%	20	04-Jan-19	31-Jan-19																				
A2460	Lighting	0%	30	19-Dec-18	31-Jan-19																				
A2440	Strom Structures	0%	35	19-Dec-18	07-Feb-19																				
A2430	Duplex Lift Station and Valve Vault	0%	45	27-Dec-18	28-Feb-19																				
218.39 - U1.5 Construction				129	18-Oct-18	21-Mar-19																			
218.39 - U1.5.1 Phase 1				11	18-Oct-18	25-Feb-19																			
A1050	Mobile	100%	5	18-Oct-18	19-Oct-18																				
A1010	Saw-Cut for Plumbing	0%	3	24-Oct-18	29-Oct-18																				
A1000	Demolition - Interior	35%	15	18-Oct-18	31-Oct-18																				
A1520	Rough Underground Plumbing	0%	5	29-Oct-18	05-Nov-18																				
A1040	Termite Treatment for Slab	0%	1	05-Nov-18	05-Nov-18																				
A1030	Place Concrete in Trench	0%	2	06-Nov-18	06-Nov-18																				
A1020	Infill Slab at Exterior Entrance	0%	2	08-Nov-18	08-Nov-18																				
A1660	Demolition - Exterior	0%	10	31-Oct-18	14-Nov-18																				
A1490	Rough Fire Suppression	0%	15	29-Oct-18	14-Nov-18																				
A1740	CMU In-Fill	0%	5	14-Nov-18	21-Nov-18																				
A1770	CMU Opening Headers and Pour Back	0%	5	21-Nov-18	30-Nov-18																				
A1530	Interior Framing	0%	20	08-Nov-18	10-Dec-18																				
A1500	Rough Fire Alarm	0%	20	21-Nov-18	24-Dec-18																				
A1700	Rough Plumbing - Above Ground	0%	10	10-Dec-18	24-Dec-18																				
A1560	Rough Mechanical	0%	20	28-Nov-18	28-Dec-18																				
A1590	Install Exterior Doors Frames and Hardware	0%	5	21-Dec-18	28-Dec-18																				
A1510	Rough Electrical	0%	25	26-Nov-18	02-Jan-19																				
A1540	Trim Fire Alarm	0%	10	21-Dec-18	08-Jan-19																				
A1610	Trim Plumbing	0%	10	24-Dec-18	09-Jan-19																				
A1330	Rough Inspections	0%	5	02-Jan-19	09-Jan-19																				
A1570	Trim Mechanical	0%	10	27-Dec-18	15-Jan-19																				
A1580	Install AHUs	0%	2	11-Jan-19	15-Jan-19																				
A1590	Test and Balance	0%	10	02-Jan-19	16-Jan-19																				
A1640	Install Drywall and Insulation	0%	10	02-Jan-19	16-Jan-19																				
A1340	Back Plumbing	0%	5	09-Jan-19	16-Jan-19																				
A1640	Install Interior Doors Frames and Hardware	0%	5	16-Jan-19	23-Jan-19																				
A1660	Install Storefront	0%	15	08-Jan-19	28-Jan-19																				
A1550	Trim Electrical	0%	20	02-Jan-19	30-Jan-19																				
A1730	Install Acoustical Ceiling	0%	10	16-Jan-19	30-Jan-19																				
A1660	Panel MDP Lock Out and Install 300 A Circuit Breaker	0%	1	30-Jan-19	31-Jan-19																				
A1780	Patch and Prep Floors	0%	3	30-Jan-19	04-Feb-19																				
A1690	Stucco	0%	5	28-Jan-19	05-Feb-19																				
A1650	Paint - Interior	0%	10	23-Jan-19	06-Feb-19																				
A1750	Install Lighting	0%	10	25-Jan-19	08-Feb-19																				

West Cocoa Community Center PH 1.2 - Update #1
Construction Project Management (CPM) Schedule

█ Actual Work
█ Remaining Work
█ Critical Remaining Work
◆ Milestone
▶ Summary

Activity ID	Activity Name	Activity % Complete	Original Duration	Early Start	Early Finish	Actual Start	Actual Finish	Gantt Chart											
A2740	Form and Place Concrete Sidewalk	0%	8	05-Mar-19	14-Mar-19			[Gantt bar from 05-Mar-19 to 14-Mar-19]											
A2950	Final Inspections	0%	5	14-Mar-19	20-Mar-19			[Gantt bar from 14-Mar-19 to 20-Mar-19]											
A2770	Install Landscaping and Sod	0%	5	15-Mar-19	21-Mar-19			[Gantt bar from 15-Mar-19 to 21-Mar-19]											
A2960	Final Cleaning	0%	5	15-Mar-19	21-Mar-19			[Gantt bar from 15-Mar-19 to 21-Mar-19]											
218.39 - U1.6 Project Closeout																			
218.39 - U1.6.1 Phase 1																			
A1890	Substantial Completion	0%	10	25-Feb-19	11-Mar-19			[Gantt bar from 25-Feb-19 to 11-Mar-19]											
A1900	Punchlist	0%	5	25-Feb-19	04-Mar-19			[Gantt bar from 25-Feb-19 to 04-Mar-19]											
A1910	Project Closeout Documentation	0%	10	25-Feb-19	11-Mar-19			[Gantt bar from 25-Feb-19 to 11-Mar-19]											
A1920	Final Completion	0%	0		11-Mar-19			[Gantt bar from 11-Mar-19 to 11-Mar-19]											
218.39 - U1.6.2 Phase 2																			
A2650	Substantial Completion	0%	0		21-Mar-19			[Gantt bar from 21-Mar-19 to 21-Mar-19]											
A2480	Punchlist	0%	5	22-Mar-19	28-Mar-19			[Gantt bar from 22-Mar-19 to 28-Mar-19]											
A2470	Final Completion	0%	0		04-Apr-19			[Gantt bar from 04-Apr-19 to 04-Apr-19]											
A2490	Project Closeout Documentation	0%	10	22-Mar-19	04-Apr-19			[Gantt bar from 22-Mar-19 to 04-Apr-19]											

■ Actual Work ■ Critical Remaining Work **Summary**
■ Remaining Work ◆ Milestone

West Cocoa Community Center PH 1.2 - Update #1
 Construction Project Management (CPM) Schedule

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 PAYMENT BOND

BY THIS BOND, We _____ as Principal and _____, a corporation as Surety, are bound to Brevard County Board of County Commissioners, Brevard County, Florida, herein called Owner, in the sum of _____ (\$ _____), 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. 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 dated _____, 20____, between Principal and Owner for construction of _____, the contract being attached hereto and made a part of this bond by reference, in such time and without delay, and in the manner prescribed in the contract; and
2. 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, then this bond is void; otherwise it remains in full force. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract 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

ATTACHMENT "H"

PUBLIC CONSTRUCTION PERFORMANCE BOND

BY THIS BOND, We _____, as Principal and _____, a corporation as Surety, are bound to Brevard County Board of County Commissioners, Brevard County, Florida, herein called Owner, in the sum of _____ (\$_____), 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 promptly, completely and faithfully the contract dated _____, 2018 between Principal and Owner for construction of _____, the contract being attached hereto and made a part of this bond by reference, in such time and without delay, and in the manner prescribed in the contract including the delivery, execution and performance of any warranty work required by the contract; and
2. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of default by Principal under the contract; and
3. 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 changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract 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

ATTACHMENT "I"

**CONSTRUCTION MANAGER'S
GUARANTEED MAXIMUM PRICE**

See attached

Ivey's Construction, Inc.

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

June 28, 2018

Mr. Michael McDonald
Construction Supervisor
Brevard County Housing and Human Services
2725 Judge Fran Jamieson Way
Building B, Suite 106
Viera, FL 32940

Reference: Cocoa West Recreation Complex Community Center Renovation

Subject: GMP Proposal, REV1 (Phasing)

Michael:

Ivey's Construction, Inc. is pleased to provide the following Guaranteed Maximum Price Proposal for work associated with the Cocoa West Recreation Complex Community Center Renovation and Porte Cochere Addition Project. Ivey's GMP is based on drawings titled "Cocoa West Recreation Complex Community Center Renovation and Porte Cochere Addition", dated April 27, 2018, by Morgan & Associates, 48 sheets.

GMP Phase 1 - Interior Building Renovations.....\$885,304.00

GMP Phase 2 - Exterior (Porte Cochere) & Sitework Improvements.....\$587,342.00

Note, this phased approach assumes NTP for Phase 1 on August 13, 2018, and NTP for Phase 2 no later than October 22, 2018, nine (9) weeks apart. Additional cost will be incurred for Ivey's General Conditions if the NTP's for each phase are more than nine (9) weeks apart.

Additional costs have been added for extended General Conditions, and remobilization fees for the Electrical and Fire Suppression subcontractors, due to phasing the project.

Our proposal includes the following scope of work:

- Site work, utilities, concrete flatwork and landscaping shown on Morgan & Associates civil drawings.
- Porte Cochere addition MK Structural Engineering drawings.
- Renovations per Meld Studio drawings.
- MEP per Pilo Engineering and IO Engineers, Inc. drawings.
- Sodding of disturbed areas.
- Benches and Trash Receptacle Allowance of \$5,000
- Permit Allowance of \$5,000
- Builders Risk Insurance.
- 5% Contractor Contingency
- Full time supervision.

Feel free to contact me if you have any questions regarding this proposal.

Thank you,
IVEY'S CONSTRUCTION, INC.


Michael Koons
Estimator



Cocoa West Community Center
Phase 2 - Sitework & Porte Cochere

Date: June 28, 2018

Line	Division	Activity/Scope	Breakdown	Division Totals
1	01	General Requirements		\$51,495
2		Supervision	\$9,000	
3		Project Engineer	\$1,600	
4		Construction Trailer	\$455	
5		Storage Box	\$120	
6		Power for Trailer	\$300	
7		Field Office Supplies and Equipment	\$100	
8		Cell Phone and Internet	\$130	
9		Dumpster and Fees	\$1,400	
10		Concrete Washout	\$600	
11		Temporary Toilet and Hand Wash	\$320	
12		Progress and Final Cleaning	\$0	
13		Rental Equipment	\$300	
14		Maintenance of Traffic	\$7,500	
15		Temporary Protection	\$0	
16		Temporary Site Fencing	\$4,900	
17		Testing	\$5,500	
18		Fuel for Rental Equipment	\$240	
19		Fuel for Vehicle	\$330	
20		Survey and Layout	\$15,750	
21		Drawing Reproductions	\$0	
22		Permit Allowance	\$2,500	
23		Builders Risk Insurance	\$450	
24		Misc. GC (small tools, cleaning equip.)	\$0	
25	02	Existing Conditions		\$265,879
26		Sitework & Utilities	\$249,323	
27		Selective Building Demolition	\$0	
28		Saw-cutting for New Plumbing	\$0	
29		Landscaping	\$4,716	
30		Site Restoration / Sod	\$7,840	
31		Cut & Patch (Asphalt)	\$4,000	
32	03	Concrete		\$23,684
33		Site Concrete	Incl line 26	
34		Canopy Foundations	\$16,184	
35		Grout Canopy Columns	Incl line 34	
36		Concrete Sidewalk Remove & Replace for Force Main	\$7,500	
37		Concrete Trenching Infill for New Plumbing	\$0	
38		Termite Treatment (Trenching for Plumbing)	\$0	
39		Misc Cut & Patch (Building)	\$0	
40	04	Masonry		\$1,500
41		CMU Canopy Piers	\$1,500	
42		CMU Openings Header & Pour Back	\$0	
43	05	Metals		\$83,400
44		Structural Steel	\$83,400	
45	06	Woods, Plastics & Composites		\$0
46		Rough Carpentry	\$0	
47		Blocking Material	\$0	
48		Finish Carpentry (Door & Door Hardware Installation)	\$0	
49	07	Thermal and Moisture Protection		\$28,300
50		Metal Roofing	\$25,300	
51		Joint Sealants	\$3,000	
52	08	Openings		\$0
53		Storefront	\$0	
54		HM Doors & Hardware	\$0	

Line	Division	Activity/Scope	Breakdown	Division Totals
55	09	Finishes		\$1,000
56		New Drywall, Framing & Insulation	\$0	
57		Stucco Piers	\$1,000	
58		Ceramic Tile (Bathroom floors and walls)	\$0	
59		Ceramic Tile Main Areas	\$0	
60		Floor Patch & Prep Allowance	\$0	
61		VCT	\$0	
62		Vinyl Cove Base	\$0	
63		Painting	\$0	For full Repaint of Exterior, add \$20K
64	10	Specialties		\$0
65		Bath Accessories & Partitions	\$0	
66		FE and FE Cabinets	\$0	
67	12	Furnishings		\$5,000
68		(2) Benches and (2) Trash Receptacles Allowance	\$5,000	
69	21	Fire Protection		\$5,000
70		Fire Suppression (Remobilize for Porte Cochere)	\$5,000	
71		Adder if Dry System Required for Porte Cochere	Excluded	*Add Option of \$17,587
72	22	Plumbing		\$0
73		Plumbing	\$0	
74	23	HVAC		\$0
75		HVAC	\$0	
76	26	Electrical		\$14,200
77		Electrical, LV & Fire Alarm (Remobilize for Porte Cochere)	\$10,000	
78		Electrical for Lift Station (excluded by Site Contractor)	\$4,200	
79		Column Subtotals	\$479,458	\$479,458
80		Contingency	5%	\$23,972.90
81		Subtotal		\$503,431
82		CM Fee	15.51%	\$78,096
83		Subtotal		\$581,527
84		Bond	1%	\$5,815.27
85		Total GMP, Phase 2 - Exterior (Porte Cochere) & Sitework		\$587,342



**Cocoa West Community Center
Phase 1 - Building Interior Renovations**

Date: June 28, 2018

Line	Division	Activity/Scope	Breakdown	Division Totals
1	01	General Requirements		\$84,800
2		Supervision	\$43,200	
3		Project Engineer	\$8,000	
4		Construction Trailer	\$2,700	
5		Storage Box	\$1,020	
6		Power for Trailer	\$2,300	
7		Field Office Supplies and Equipment	\$1,100	
8		Cell Phone and Internet	\$780	
9		Dumpster and Fees	\$2,800	
10		Concrete Washout	\$600	
11		Temporary Toilet and Hand Wash	\$1,920	
12		Progress and Final Cleaning	\$3,560	
13		Rental Equipment	\$1,500	
14		Maintenance of Traffic	\$0	
15		Temporary Protection	\$3,500	
16		Temporary Site Fencing	\$0	
17		Testing	\$1,200	
18		Fuel for Rental Equipment	\$1,320	
19		Fuel for Vehicle	\$1,650	
20		Survey and Layout	\$0	
21		Drawing Reproductions	\$400	
22		Permit Allowance	\$5,000	
23		Builders Risk Insurance	\$750	
24		Misc. GC (small tools, cleaning equip.)	\$1,500	
25	02	Existing Conditions		\$46,106
26		Sitework & Utilities	\$0	
27		Selective Building Demolition	\$31,106	
28		Saw-cutting for New Plumbing	\$15,000	
29		Landscaping	\$0	
30		Site Restoration / Sod	\$0	
31		Cut & Patch (Asphalt)	\$0	
32	03	Concrete		\$18,575
33		Site Concrete	Incl line 26	
34		Canopy Foundations	\$0	
35		Grout Canopy Columns	Incl line 34	
36		Concrete Sidewalk Remove & Replace for Force Main	\$0	
37		Infill Slab at Existing Exterior Entrance to FF	\$2,475	
38		Concrete Trenching Infill for New Plumbing	\$12,000	
39		Termite Treatment (Trenching for Plumbing)	\$600	
40		Misc Cut & Patch (Building)	\$3,500	
41	04	Masonry		\$19,400
42		CMU In-Fill	\$6,900	
43		CMU Openings Header & Pour Back	\$12,500	
44	05	Metals		\$0
45		Structural Steel	\$0	
46	06	Woods, Plastics & Composites		\$12,600
47		Rough Carpentry	\$7,200	
48		Blocking Material	\$1,000	
49		Finish Carpentry (Door & Door Hardware Installation)	\$4,400	
50	07	Thermal and Moisture Protection		\$0
51		Metal Roofing	\$0	
52		Joint Sealants	\$0	
53	08	Openings		\$65,329
54		Storefront	\$54,234	
55		HM Doors & Hardware	\$11,095	

Line	Division	Activity/Scope	Breakdown	Division Totals
56	09	Finishes		\$119,954
57		New Drywall, Framing & Insulation	\$59,108	
58		Stucco Repairs at New Openings	\$3,500	
59		Ceramic Tile (Bathroom floors and walls)	\$5,210	
60		Ceramic Tile Main Areas	\$26,780	
61		Floor Patch & Prep Allowance	\$4,500	
62		VCT	\$5,156	
63		Vinyl Cove Base	Incl line 61	
64		Painting	\$15,700	Add \$20K for Exterior Repaint
65	10	Specialties		\$5,355
66		Bath Accessories & Partitions	\$4,605	
67		FE and FE Cabinets	\$750	
68	12	Furnishings		\$0
69		(2) Benches and (2) Trash Receptacles Allowance	\$0	
70	21	Fire Protection		\$17,658
71		Fire Suppression	\$17,658	
72		Adder if Dry System Required for Porte Cochere	Excluded	*Add Option of \$17,587
73	22	Plumbing		\$35,200
74		Plumbing	\$35,200	
75	23	HVAC		\$231,738
76		HVAC	\$231,738	
77	26	Electrical		\$65,975
78		Electrical, LV & Fire Alarm	\$65,975	
79		Electrical for Lift Station (excluded by Site Contractor)	\$0	
80		Column Subtotals	\$722,690	\$722,690
81		Contingency	5%	\$36,134.50
82		Subtotal		\$758,825
83		CM Fee	15.51%	\$117,714
84		Subtotal		\$876,539
85		Bond	1%	\$8,765.39
86		Total GMP for Phase 1, Interior Building Renovation		\$885,304

ATTACHMENT "J"

CERTIFICATE OF SUBSTANTIAL COMPLETION

See attached

CERTIFICATE OF SUBSTANTIAL COMPLETION

AIA DOCUMENT G704

Owner
Architect
Contractor
Field
Other

PROJECT:
(Name & Address)

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:
(Name & Address)

DATE OF ISSUANCE:

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

Repair, replace and upgrade the fire alarm system to meet minimum requirements in order to provide adequate protection of County assets and comply with all codes at the County Service Complex – Titusville (9 Buildings).

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: _____

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

See 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

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: _____

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: _____

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"

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: _____

Company Name: _____

Company Address: _____

Company Telephone: _____

Signature: _____ Printed Signature: _____

ATTACHMENT "P"

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.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida
County of Brevard

_____, being duly sworn, deposes and says that:

- (1) Affiant is Kevin W. Ivey of Ivey'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 agreement 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.

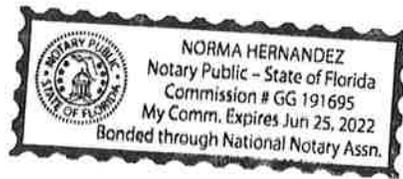
[Signature]
Signature

Kevin W. Gray, President
Title

Subscribed and sworn to before me this 16 day of January, 2019.

[Signature]
Notary Public

My Commission expires: 6/25/2022



ATTACHMENT "Q"

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

4. 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.
5. 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.
6. _____ (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.
7. _____ (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.
8. _____ (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 "R"
DAVIS BACON WAGE DECISION

General Decision Number: FL180240 03/16/2018 FL240

Superseded General Decision Number: FL20170240

State: Florida

Construction Type: Building

County: Brevard County in Florida.

Does not include Cape Canaveral Air Force Station, Patrick Air Force Base, Kennedy Space Flight Center and Melbar Radar Site BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018
2	03/16/2018

* ASBE0067-003 01/01/2018

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 27.89	15.19

ELEV0139-002 01/01/2018

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Rates Fringes

ELEVATOR MECHANIC.....\$ 41.40 32.645

FOOTNOTE:

A. Employer contributions 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; Employer contributions 6% of regular hourly rate to vacation pay credit for employee who has worked in business less than 5 years.

Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; The Friday after Thanksgiving Day; and Christmas Day.

ENGI0487-022 07/01/2016

	Rates	Fringes
OPERATOR: Forklift.....	\$ 23.25	9.20
OPERATOR: Mechanic.....	\$ 32.05	9.20
OPERATOR: Oiler.....	\$ 23.50	9.20

ENGI0673-016 05/01/2016

	Rates	Fringes
OPERATOR: Crane		
Gantry Crane; Bridge Crane..	\$ 26.09	13.00
Tower Crane; Crawler Crane; Truck Crane; Hydro Crane.....	\$ 28.25	13.00

IRON0402-001 02/01/2017

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 23.00	10.99

* PLUM0295-004 01/01/2018

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation).....	\$ 34.11	18.78

SFFL0821-004 01/01/2018

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	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 27.68	18.89

 SUFL2014-004 08/16/2016

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 19.33	2.73
CEMENT MASON/CONCRETE FINISHER...	\$ 19.27	0.00
ELECTRICIAN, Includes Low Voltage Wiring.....	\$ 17.38	4.46
IRONWORKER, REINFORCING.....	\$ 22.81	11.58
IRONWORKER, STRUCTURAL.....	\$ 19.80	0.00
LABORER: Common or General, Including Cement Mason Tending...	\$ 12.07	1.81
LABORER: Pipelayer.....	\$ 15.00	0.54
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 19.00	3.43
OPERATOR: Bulldozer.....	\$ 15.40	1.90
OPERATOR: Grader/Blade.....	\$ 18.97	0.00
OPERATOR: Loader.....	\$ 17.83	0.00
OPERATOR: Roller.....	\$ 14.43	4.78
PAINTER: Brush, Roller and Spray.....	\$ 13.22	0.00
PLUMBER.....	\$ 23.88	5.69
ROOFER.....	\$ 17.60	1.39
SHEET METAL WORKER, Includes HVAC Duct Installation.....	\$ 23.50	0.57
TILE SETTER.....	\$ 17.25	1.74

TRUCK DRIVER: Dump Truck.....\$ 12.95	2.28
TRUCK DRIVER: Lowboy Truck.....\$ 14.24	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage

determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor

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200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION