

September 19, 2017

Meeting Date
[REDACTED]



AGENDA	
Section	PUBLIC HEARING
Item No.	I.B.5.

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	ADOPTION OF BUDGETS FOR FY 2017-2018 FOR CERTAIN DISTRICTS AND PROGRAMS
DEPT/OFFICE:	BUDGET OFFICE

Requested Action:

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

Summary Explanation & Background:

The following budgets must be adopted on or before September 15, 2017. If there are no objections or requests for individual discussion, these items may be approved with one motion.

<u>Description</u>	<u>FY 2017-2018 Budget</u>
<ul style="list-style-type: none"> Solid Waste Management Department Brevard County Code of Ordinances specify that on or before September 15 of each year, an annual budget shall be adopted for the Solid Waste Management 	\$102,937,675
<ul style="list-style-type: none"> Stormwater Utility Brevard County Code of Ordinances specify that on or before September 15 of each year, an annual budget shall be adopted for the Stormwater Utility Operations and CIP 	\$34,863,212
<ul style="list-style-type: none"> Fire Rescue Operations Assessment Brevard County Code of Ordinances specify that on or before September 15 of each year, an annual budget shall be adopted for Fire Rescue Operations 	\$24,281,871
<ul style="list-style-type: none"> Melbourne-Tillman Water Control District A resolution adopting the budget tentatively approved at the August 15, 2017, public hearing is attached 	\$4,449,127

Clerk to the Board instruction: Maintain for records retention

Exhibits Attached: (1) Solid Waste Management Department Budget Information; (2) Stormwater Utility Budget Information; (3) Fire Rescue Budget Information; (4) Melbourne-Tillman Water Control District Resolution

Contract /Agreement (If attached): Reviewed by County Attorney Yes No PR

County Manager	Department Director / Extension
Frank Abbate	Jill Hayes/52857



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

September 20, 2017

M E M O R A N D U M

TO: Jill Hayes, Budget Director

RE: Item I.B.5., Resolution Adopting Final Operating Budgets for FY 2017-2018 for Certain Districts and Programs

The Board of County Commissioners, in special session on September 19, 2017, adopted Resolution No. 17-170, adopting the final operating budget of Melbourne-Tillman Water Control District; and authorized the adoption of the final budgets for districts and programs such as Solid Waste Management Department, Stormwater Utility, and Fire Rescue Operations Assessment. Enclosed is a certified copy of the Resolution for your action.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

for *Denna Scott*
Tammy Rowe, Deputy Clerk

/cmw

Encl. (1)

cc: County Manager
Tax Collector
Finance

RESOLUTION NO. 2017- 170

A RESOLUTION TO ADOPT A FINAL OPERATING BUDGET FOR THE MELBOURNE-TILLMAN WATER CONTROL DISTRICT PURSUANT TO CHAPTERS 165 AND 200, FLORIDA STATUTES, AUTHORIZING THE BOARD OF COUNTY COMMISSIONERS TO ADOPT THE FINAL BUDGET FOR FISCAL YEAR 207-2018 AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

1. This Resolution is hereby adopted under the provisions of Chapters 86, 165 and 200, Florida Statutes, as amended.
2. The Board of County Commissioners, Brevard County, Florida, as taxing authority for the Melbourne-Tillman Water Control District, does hereby adopt a final operating budget, as presented and amended at the public hearing held on August 15, 2017, for the fiscal year beginning October 1, 2017, and ending September 30, 2018, in the amount of \$4,449,127.

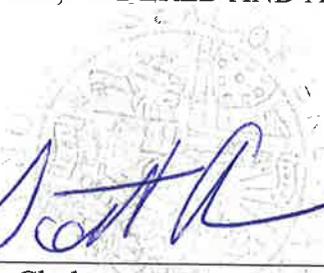
3. A certified copy of this Resolution shall be filed with the Property Appraiser and the Tax Collector of Brevard County, Florida, and the Department of Revenue of the State of Florida.

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

DONE, ORDERED AND ADOPTED, THIS 19th DAY OF SEPTEMBER, A.D., 2017.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA





Scott Ellis, Clerk

By: 

Curt Smith, Chairman

As approved by the Board on September 19, 2017

SOLID WASTE MANAGEMENT PROGRAM BUDGET – FY 2017-2018

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

It is recommended that the Board of County Commissioners adopt the Solid Waste Management Program's FY 2017-2018 budget for the Operation and Maintenance of the Solid Waste Management System and the Solid Waste Collection and Recycling programs.

FISCAL IMPACT:

Annual Solid Waste Management Program's FY 2017-2018 Budget:

Operation and Maintenance of the Solid Waste Management System	\$ 84,812,454
Solid Waste Collection and Recycling Programs	\$ 18,125,221
Total	\$102,937,675

Note: Resolutions establishing Solid Waste assessment rates and certifying the Solid Waste Assessment roll to the Tax Collector were adopted by the Board on August 22, 2017.

STORMWATER UTILITY BUDGET - FY 2017-2018

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

It is recommended that the Board of County Commissioners adopt the Stormwater Utility FY 2017-2018 budget for operations, maintenance, and capital improvements construction.

FISCAL IMPACT:

Stormwater Utility Annual FY 2017-2018 Budget:

Operations and Maintenance	\$ 26,429,592
Capital Improvements Program	\$ 8,433,620
Total	\$ 34,863,212

FIRE SERVICE NON-AD VALOREM ASSESSMENT BUDGET - FY 2017-2018

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

It is recommended that the Board of County Commissioners adopt the Fire Service Non-Ad Valorem Assessment Benefit Area FY 2017-2018 budget. This budget is part of the Fire Rescue Department's budget; the remainder of the Department's budget is not included here.

FISCAL IMPACT:

Annual Fire Service Non-Ad Valorem Assessment FY 2017-2018 Budget:

Brevard County Fire Service Non-Ad Valorem Assessment: \$24,281,871

March 15, 2018

Euripides Rodriguez
Director
Brevard County Solid Waste Management Department
2725 Judge Fran Jamieson Way
Viera, Florida 32940-6602

RE: Brevard County Solid Waste Management Department
Titusville Transfer Station Preliminary Design and Permitting
Task Order No. 17-02 – Scope of Services and Fee Estimate
Jones Edmunds Opportunity No.: 95440-027-18

Dear Mr. Rodriguez:

Jones Edmunds & Associates, Inc. is pleased to provide the enclosed Scope of Services for Task Order 17-02 for professional engineering services for the Titusville Transfer Station Preliminary Design and Permitting. Three partially executed copies of this Task Order are provided. This proposal includes the following:

- Professional Engineering Services Agreement.
- Attachment A-1: Scope of Services including:
 - Fee Estimate.
 - Estimated Drawing List.
 - Subconsultant Fee Proposals.

Please return one copy of the agreement package to our office after signatures have been obtained.

We look forward to the opportunity to assist you on this project. If you have any questions or comments, please feel free to contact us.

Sincerely,



Tobin McKnight, PE, BCEE
Department Manager
730 NE Waldo Road
Gainesville, Florida 32641



Richard A. Koller, PE, LEED AP
Managing Director & Senior Vice President
3910 S. Washington Ave., Suite 210
Titusville, Florida 32780

M:\08705-Brevard\GeneralClientDocs\Proposals-95440\2017\457-17-Florida Recyclers Landfill Evaluation\2018-01-08_LTR_LandfillPurchaseEval-TO-17-01_Rodriguez.docx

Enclosures/Attachments

AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER

SOLID
Waste

THIS AGREEMENT made the 2nd day of July in the
Eighteen between the **BREVARD COUNTY BOARD OF COUNTY**
a political subdivision of the State of Florida whose address is 1120 Judge Paul
Jamieson Way, Viera, Florida 32940 (hereinafter referred to as "Owner"), and
Canaveral Construction Co., Inc. whose address is 3475 N. US 1 Mims, FL 32754
(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, Brevard County Solid

Waste Management Solid Waste Management Department, 2725 Judge Fran Jamison Way. 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 –
Canaveral Construction Co., Inc.
3475 N. US1 P.O. Box 799
Mims, FL 32754

Architect/Engineer
Neel-Schaffer, Inc.
2301 Lucien Way, Suite 300
Maitland, FL 32751
407.720.4276

Project Director - The person designated by the Owner to provide direct interface with the Construction Manager with respect to the Owner's responsibilities. Euripides Rodriguez is the designated Project Director, and David Trafton 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 the Brevard County Solid Waste Management Central Disposal Facilities Tipping Floor 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 a conference call, 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 ("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 \$415,213.00. *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.*

2.3.2 The Cost of the Work shall include Construction Manager's contingency, a sum agreed to by all parties for the Manager's use to cover costs arising from unforeseen conditions in the project. Construction Manager's contingency is hereby established as a separate line item of \$0 within the Guaranteed Maximum Price.

2.3.3 Basis of Guaranteed Maximum Price (GMP)

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

- .1 The list of the Drawings and Specifications, including all addenda thereto, and the Conditions of the Contract, which are identified in the Attachments to this 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 60 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 \$53,595.00 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 thirty (30) days for completion of punch list items, associated inspections and approvals, and submission and approval of required closeout documentation, at which time Final Completion shall be obtained. Final Completion liquidated damages will be assessed for each day beyond the thirty (30) days period from actual Substantial Completion.

- 6.2 The date of Owner Occupancy shall occur as described in Article 2.9(7) and Article 1.3, hereinabove. Warranties called for by this 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"** - "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

- (1) In the performance of this Agreement, the Construction Manager shall keep books, records, and accounts of all activities, related to this Agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this agreement shall be open to inspection during regular business hours by an authorized representative of the Owner and shall be retained by the Construction Manager for a period of five (5) years after termination of the Agreement. All records, books and accounts related to the performance of this agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.
- (2) 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.
- (3) In the performance of this Agreement, the Construction Manager must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- (4) The Owner may unilaterally terminate the Agreement if the Construction Manager refuses to allow public access to Public Records as required by law.
- (5) For the purposes of this paragraph, the term "contract" means the "Agreement." If the Construction Manager is a "contractor" as defined in section

119.0701(1)(a), F.S., the following provisions apply:

- (a) Keep and maintain Public Records required by the Owner to perform the service.
- (b) Upon request, provide the Owner with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) The Construction Manager's failure to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- (d) Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Construction Manager does not transfer the Public Records to the Department.
- (e) Upon completion of the Agreement, transfer, at no cost to the Owner, all Public Records in possession of the Construction Manager or keep and maintain Public Records required by the Owner to perform the service. If the Construction Manager transfers all Public Records to the Owner upon completion of this Agreement, the Construction Manager shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the Construction Manager keeps and maintains Public Records upon completion of this Agreement, the Construction Manager shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Owner, upon request from the Owner's custodian of Public Records, in a format specified by the Owner as compatible with the information technology systems of the Owner. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Construction Manager is authorized to access.
- (f) **IF THE CONSTRUCTION MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE OWNER'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (321) 633-2042
Email: miranda.guppenberger@brevardfl.gov
Mailing Address: Brevard County Solid Waste Mgmt. Dept.
Public Records Request
2725 Judge Fran Jamieson Way, A118
Viera FL 32940

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 - Provide Worker's Compensation Insurance on behalf of all employees who are to provide a service for this project, as required under Florida Laws.
- 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. Property Damage Coverage, Products and Completed Operations Coverage - The Construction Manager's Liability Policy shall include 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 Owner and the Construction Manager waive all rights against each other, for damages caused by perils covered by insurance provided under Article 13.2 to the extent covered by such insurance except such rights as they may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all Subcontractors and their Sub-subcontractors.
- 13.3.2 The Owner and Construction Manager waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.
- 13.3.3 The Owner waives subrogation against the Construction Manager on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.
- 13.3.4 If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Owner of such policies will cause them to be so endorsed. Failure to obtain proper endorsement nullifies the waiver of subrogation.

ARTICLE 14

TERMINATION OF THE 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.

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 "Q"**.

- 18.8 Copyright Clause No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the Owner, under this agreement shall be subject to copyright by Contractor in the United States or any other Country.

- 18.9 Scrutinized Companies - The Construction Manager certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, the Construction Manager agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Owner may immediately terminate this Agreement for cause if the Construction Manager, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Construction Manager, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.
- 18.10 Independent Contractor - It is understood that the Construction Manager is an independent contractor in the performance of this Agreement and not an employee of the Owner. Nothing contained herein shall be construed to imply an employment, joint venture or principal-and-agent relationship between the parties; and neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other. The Construction Manager shall not be entitled to participate in any plans, benefits or distributions intended for the Owner's employees. The Construction Manager agrees that the Owner will make no deductions from any compensation paid to the Construction Manager for, and the Construction Manager shall have full and exclusive liability for, the payment of any taxes and/or contributions for unemployment insurance, workers' compensation or any other employment-related costs or obligations, related to the provision of the Services.
- 18.11 Unauthorized aliens - The Owner shall consider the employment by the Contract Manager of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Construction Manager/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Contract Manager shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- 18.12 Compliance with Federal, State and Local Laws - The Contract Manager and all its subcontractors and agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Contract Manager shall include this provision in all subcontracts issued as a result of this Agreement.
- 18.13 Anti-Discrimination - No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

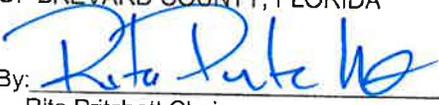
- 18.14 Survival -The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.
- 18.15 Effective Date: The effective date of this Agreement means the date on which the last of the parties hereto executes this Agreement.

IN WITNESS WHEREOF, BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter called the "OWNER") by resolution of its authorized body and directing the same during adoption of Final Budgets for FY2017-2018, Item Number I. B.5., Public Hearing meeting thereof, duly called and held in the County of Brevard, Florida on Tuesday the 19th day of September, 2017, has caused these presents to be signed and its corporate seal to be hereunto affixed, attested by the Brevard County Clerk of the Courts and Canaveral Construction Co., Inc. herein before called "CONTRACTOR") has caused these presents to be signed by its President and its Corporate seal to be hereunto affixed, as hereinafter attested, all as of the day and year first above written.

ATTEST:

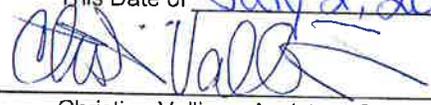

Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: 
Rita Pritchett Chair

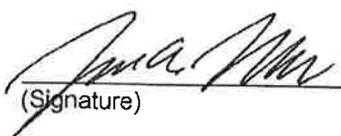
As approved by the Board on September 13, 2017.

This Date of July 2, 2018


Christine Valliere, Assistant County Attorney

Reviewed for legal form and content:

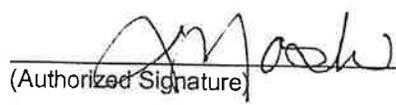
ATTEST:


(Signature)

JASON A. RADLE
(Name - Printed or Typed)

PROJECT MANAGER
(Title)

CANAVERAL CONSTRUCTION CO., INC.
(NAME OF FIRM)


(Authorized Signature)

JOHN DAVID NASH
(Name - Printed or Typed)

PRESIDENT
(Title)

(Corporate Seal)

ATTACHMENT "A"

CONSTRUCTION TEAM ASSIGNED REPRESENTATIVES

Owner

Brevard County Solid Waste Management Department

Euripides Rodriguez

Director

David Trafton

Construction Coordinator

Architect-Engineer

Neel-Schaffer, Inc.

2301 Lucien Way, Suite 300

Maitland, FL 32751

Construction Manager

J. David Nash

President

Mike Harkcom

Vice President/Principal-In-Charge

Jason Radle

Project Manager

Dirk Neuerburg

Project Administrator

Allan Nash

Project Superintendent

Lee Koepke

Estimator/Cost Control

Jason Radle

Schedules

ATTACHMENT "B"

PROJECT SCOPE OF WORK

Demolish existing topping slab of CDF Citizens Drop Off Building and install new topping. Demolish existing trench drain and grates adjacent to drop off area and replace with new.

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 the Brevard County Solid Waste Management Central Disposal Facility Parking Improvements.
- b) **County Purchased Materials:** Materials purchased directly by the Owner through execution and delivery of a Purchase Order.
- c) **GMP** - Guaranteed Maximum Price established under the Contract.
- d) **Materials:** Tangible Personal Property necessary for completion of the Project.
- e) **Materials Deduction Summary:** Written document signed by Owner's representative and Construction Manager setting forth the amounts of County Purchased Materials, plus applicable taxes were the purchase not exempt from such taxes, as reflected in the 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

Drawings:

Neel-Schaffer – CDF Citizen Drop-Off Station Tipping Floor Rehabilitation
Cover Sheet. Dated: April 2018

C-1. Dated: 04/20/18

S-0. Dated: 04/11/2018

S-1. Dated: 04/11/2018

Specifications:

Section 03 53 00 Concrete Topping

ATTACHMENT "E"

**CONSTRUCTION MANAGER'S
PRELIMINARY CONSTRUCTION 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 _____, 2010 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 "1"

CONSTRUCTION MANAGER'S
GUARANTEED MAXIMUM PRICE

ATTACH HERE



Respectfully,

J. David Nash
President
Canaveral Construction Co. Inc.



GMP PRICING SUMMARY

Central Disposal Facility - Tipping Slab Remediation				Date:	May 8, 2018
Cocoa, FL					
	DESCRIPTION	Quan	Rate	BASE	
DIV 1	GENERAL CONDITIONS				
	Project Executive	In Fee	hrs 0.00		
	Superintendent	7	week 2,600.00	\$ 18,200	
	Project Manager	7	week 360.00	\$ 2,520	
	Project Engineer	In Fee	week 0.00		
	Project Estimator	In Fee	week 0.00		
	Project Accountant	In Fee	week 0.00		
	SUBMITTALS	2	week 1,120.00	\$ 2,240	
	AS-BUILT DOCUMENTS	2	week 1,120.00	\$ 2,240	
	Document Reproduction	1	psm 250.00	\$ 250	
	Phones	2	month 150.00	\$ 225	
	Vehicle - Superintendent	2	month 500.00	\$ 750	
	Vehicle - Project Manager	1.50	month 125.00	\$ 188	
	GAS/OIL	1.50	month 600.00	\$ 900	
	MISC SUPPLIES	1.50	month 250.00	\$ 375	
	Raken Daily Log Service	1.50	month 50.00	\$ 75	
DIV 1	GENERAL REQUIREMENTS				
	CPM SCHEDULE	1.00	month 250.00	\$ 250	
	JOB SITE PHOTOS	1.00	month 110.00	\$ 110	
	PORTOLETS (1 each)	1.50	month 145.00	\$ 218	
	Dumpster Pulls	0	psm 500	\$ -	
	Small Tools	1.5	psm 100	\$ 150	
	Site Safety / PPE / First Aid Supplies	1.5	psm 100	\$ 150	
	ICE / WATER / CUPS	1.50	month 100.00	\$ 150	
	Daily Clean-Up	0	hours 168.00	\$ -	
	Final Clean	1	psm 1,008	\$ 1,008	
DIV 2A	SITWORK			\$ -	
DIV 2H	SELECTIVE DEMO			\$ -	
DIV 3A	CONCRETE			\$ 324,206	
DIV 4A	MASONRY			\$ -	
DIV 5A	STRUCTURAL STEEL			\$ -	
DIV 6A	ROUGH CARPENTRY / MISC INSTALLATIONS			\$ -	
DIV 6B	CABINETS / MILLWORK			\$ -	
DIV 7C	ROOFING			\$ -	
DIV 7J	JOINT SEALERS / WATERPROOFING			\$ -	
DIV 8A	DOORS / FRAMES / HARDWARE			\$ -	
DIV 8C	COILING DOORS / OVERHEAD DOORS			\$ -	
DIV 8D	WINDOWS / STOREFRONT			\$ -	
DIV 9A	DRYWALL / METAL STUDS			\$ -	
DIV 9B	ACOUSTICAL CEILINGS			\$ -	
DIV 9C	HARD TILE			\$ -	
DIV 9D	RESILIENT FLOORING			\$ -	
DIV 9E	PAINTING			\$ -	
DIV 9K	EIFS / STUCCO			\$ -	
DIV 10A	MARKERS / TACKBOARDS			\$ -	
DIV 10F	TOILET PARTITIONS / ACCESSORIES			\$ -	
DIV 10M	MISC ACCESSORIES			\$ -	
DIV 15A	PLUMBING			\$ -	
DIV 15B	HVAC / MECHANICAL			\$ -	
DIV 15C	FIRE SPRINKLER			\$ -	
DIV 16A	ELECTRICAL			\$ -	
				\$ 354,204	\$ - \$ -
	GENERAL LIABILITY 0.525%			\$ 1,860	\$ - \$ -
	BUILDERS RISK 0.35%			\$ 1,240	\$ - \$ -
	SUB-TOTAL			\$ 357,303	\$ - \$ -
	OVERHEAD & PROFIT 15%			\$ 53,595	\$ - \$ -
	SUB-TOTAL			\$ 410,899	\$ - \$ -
	BOND 1.05%			\$ 4,314	\$ - \$ -
	CONTINGENCY 0%			\$ -	\$ - \$ -
	PROJECT TOTAL			\$ 415,213	\$ - \$ -



CANAVERAL CONSTRUCTION COMPANY, INC

Central Disposal Facility - Tipping Slab Remediation
Cocoa, FL

8-May updated

Duration: Days
 Weeks:
 Months:

BID SPREADSHEET

Addendum:

DESCRIPTION		Duration	Unit	Unit Rate	Labor	Material	Equipment	Other	BASE BID TOTAL
DIV 1	GENERAL CONDITIONS								
	PROJECT EXECUTIVE	In Fee	hrs						
	SUPERINTENDENT	7	week	2,600.00	18,200				
	PROJECT MANAGEMENT (1/4 time)	7	week	360.00	2,520				
	PROJECT QUALITY CONTROL	In Fee	week						
	PROJECT ENGINEER	In Fee	week						
	PROJECT ESTIMATOR	In Fee	week						
	PROJECT ACCOUNTANT	In Fee	hrs						
	SUBMITTALS	2	week	1,120.00	2,240				
	AS-BUILT DOCUMENTS	2	week	1,120.00	2,240				
	DOCUMENT REPRODUCTION	1	lpsm	250.00		250			
	PHONES	1.5	month	150.00				225	
	SUPERINTENDENT VEHICLE (full time)	1.5	month	500.00			750		
	PROJECT MANAGEMENT VEHICLE (1/4 time on-site)	1.5	month	125.00			188		
	GASOIL	1.5	month	600.00				900	
	MISC SUPPLIES	1.5	month	250.00				375	
	POSTAGE/SHIPPING	1.5	month						
	RAKEN DAILY LOG SERVICE	1.5	month	50.00				75	
	TESTING (BY OWNER)								
					25,200	250	938	1,575	\$ 27,963
DIV 1	GENERAL REQUIREMENTS								
	BUILDERS RISK INSURANCE								
	PERMIT FEES (BY OWNER)	NIC	1	lpsm	see below			see below	
	GPM SCHEDULE	1	month	250	250				
	PROJECT SIGN		lpsm	1,200				0	
	JOB SITE PHOTOS	1	month	110			110		
	TEMP FENCING		lpsm	300				0	
	JOB TRAILER / SET UP (OTHER)		lpsm	550		0	0		
	JOB TRAILER RAMP/STAIRS		lpsm	145				218	
	PORTOILETS (1 each)	1.5	month	110			0		
	CONNEX BOX (1 each)	1.5	month	110			0		
	DUMPSTER PULLS/TRAILER		pulls	500			0		
	SMALL TOOLS	1.5	month	100		150			
	SITE SAFETY / PPE / FIRST AID SUPPLIES	1.5	month	100		150			
	ICE / WATER / CUPS	1.5	month	100		150			
	TEMP ELECTRICITY		month	300					
	FINAL ELECTRICITY		month	300					
	DAILY CLEAN UP		wks	168.00	0				
	FINAL CLEAN	1	lpsm	1,008	1,008				
					1,258	450	110	218	\$ 2,036

TRADE PRICING



CORNERSTONE
Construction Services, Inc.

May 1st, 2018

**RE: Brevard County CDF Transfer Station
High Strength Topping Proposal**

We are pleased to provide you with the following scope of work and proposal for the installation work associated with the Brevard CDF Transfer Station project:

INCLUDED:

- 1) Remove existing trench drain per plan.
- 2) Form, reinforce and pour new trench drain section.
- 3) Provide and install Neenah frames and grates as shown.
- 4) Remove existing topping to bottom of concrete grade.
- 5) Prep concrete slab to receive topping.
- 6) Provide and install bonding agent.
- 7) Furnish and install wear indicators.
- 8) Furnish and install 2" micro silica, steel fiber topping per spec. (+/- 56cy)
- 9) Sawcut topping.
- 10) Cure topping.
- 11) Sales tax.

PRICE: \$ 324,206.00

BREAKDOWN:

TOPPING	\$ 217,432.00
TRENCH DRAIN	\$ 106,774.00

EXCLUDED:

- 1) Permits.
- 2) Layout.
- 3) MOT / barriers.
- 4) Bond. (please add 1% if required)

Please call with any questions.

Sincerely

David Shikada

David Shikada
Estimator

ATTACHMENT "J"

CERTIFICATE OF SUBSTANTIAL COMPLETION

(Insert Form Here)

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer:	Engineer's Project No.:
Project:	Contract Name:

This [preliminary] [final] Certificate of Substantial Completion applies to:

- All Work The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and 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.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: None
 As follows

Amendments to Contractor's responsibilities: None
 As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

ATTACHMENT "K"
CERTIFICATE OF FINAL COMPLETION

PROJECT NO. & TITLE: Brevard County Solid Waste Management Central Disposal Facility
Parking Improvements

ARCHITECT:

CONTRACTOR:

CONTRACT DATE:

DATE OF FINAL COMPLETION:

CERTIFICATE OF ARCHITECT/ENGINEER

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

A/E Firm Name: _____ By: _____

TO BE COMPLETED BY ARCHITECT/ENGINEER: _____ DATE: _____ DAYS: _____

THROUGH THE SUBSTANTIAL COMPLETION PHASE

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

THROUGH THE FINAL COMPLETION PHASE

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

Architect: _____ Date: _____

Project Manager: _____ Date: _____

Facilities Construction Manager: _____ Date: _____

ATTACHMENT "L"

ALLOWABLE COSTS, OVERHEAD

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

ATTACHMENT "M"
(Direct Cost Items)
GENERAL CONDITIONS

SUPERINTENDENT

JOB SITE SECRETARY/CLERK

QUALITY CONTROL

SURVEY

PERMITS

IMPACT/CONNECTION FEES

CONSTRUCTION DRAWINGS/SPECS

PROGRESS PHOTOGRAPHS *(IF REQUESTED BY THE OWNER)*

JOB SITE SIGN *(IF REQUESTED BY THE OWNER)*

SPECIAL SECURITY *(IF REQUESTED BY THE OWNER)*

PAYMENT & PERFORMANCE BONDS

BUILDERS RISK INSURANCE

JOBSITE TRAILER AND SUPPORT *(IF REQUESTED BY THE OWNER)*

TEMPORARY UTILITIES *(AS APPROVED BY THE OWNER)*

TEMPORARY JOBSITE FENCING *(INITIAL INSTALLATION ONLY)*

TRASH REMOVAL/DUMP FEES, AND RECYCLING *(AS APPROVED BY THE OWNER)*

ATTACHMENT "N"

CERTIFICATE FOR PAYMENT

(INSERT FORM HERE)

APPLICATION AND CERTIFICATE FOR PAYMENT

From Canaveral Construction Company, Inc. **To** CCCI Job #:
PO Box 799 Invoice #:
Mims, FL 32754 Draw #:
Project: Invoice date:
Period ending:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

- 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 Continuation Sheet)* \$ _____
- 5. Retainage:
 - a. 10% of Completed Work *(Columns D & E on Continuation Sheet)* \$ _____
 - b. 10% of Stored Material *(Column F on Continuation Sheet)* \$ _____
- Total Retainage *(Line 5a + 5b or Total in Column J on Continuation Sheet)* \$ _____
- 6. Total Earned Less Retainage *(Line 4 Less Line 5 Total)* \$ _____
- 7. Less Previous Certificates for Payments *(Line 6 From Prior Certificate)* \$ _____
- 8. Current Payment Due *(Line 6 Less Line 7)* \$ _____
- 9. Balance to Finish, Including Retainage *(Line 3 Less Line 6)* \$ _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes Approved in Previous Months By Owner		
Total Approved This Month		
Subtotals		
Approved NET CHANGES By Change Order		

The undersigned CONTRACTOR certifies that to the best of his/her 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 Payments were issued and payments received from the Owner, and that current payment shown herein is now due.

Company: **Canaveral Construction Company, Inc.**

By: _____
 State of: Florida County of: Brevard
 Sworn to and subscribed before me this _____ day of _____, 20__ 17__
 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 this 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.
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: _____

AMOUNT CERTIFIED \$ _____

DATE: _____

BY: _____
 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.

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: J. Nash

Date: 6/27/18

Company Name: CANAVERAL CONSTRUCTION CO., INC.

Company Address: 3475 N. US 1, MCMC, FL 32754

Company Telephone: 321-269-4011

Signature: J. Nash Printed Signature: J. DAVID NASH

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.

ATTACHMENT "Q"
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida
County of Brevard

J. DAVED NASH, being duly sworn, deposes and says that:

- (1) Affiant is PRESIDENT of CANAVERAL CONST. CO., 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.

J. Daved Nash
Signature

PRESIDENT
Title

Subscribed and sworn to before me this 27 day of June, 2018.

[Signature]
Notary Public

My Commission expires: 3-3-20



**TASK ORDER NUMBER 17-02
FOR THE
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BREVARD COUNTY SOLID WASTE MANAGEMENT SYSTEM**

TITUSVILLE TRANSFER STATION PRELIMINARY DESIGN AND PERMITTING

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

Jones Edmunds & Associates, Inc.

This TASK ORDER NO. 17-02, dated the 15 day of March, 2018 by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County," and Jones Edmunds & Associates, Inc., a Florida Corporation, whose local address is 730 NE Waldo Road, Gainesville, Florida 32641, hereinafter referred to as "Consultant," amending that certain Agreement between the parties dated October 10, 2017.

WITNESSETH:

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

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

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

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

WHEREAS, the County has retained the services of the Consultant to provide consulting and engineering services; and

WHEREAS, the County desires the Consultant to prepare site survey, wetland delineation, geotechnical investigation, preliminary design, and environmental permitting to construct the Titusville Transfer Station Replacement; and

WHEREAS, the County desires to amend that certain "Agreement" between the parties dated October 10, 2017.

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

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

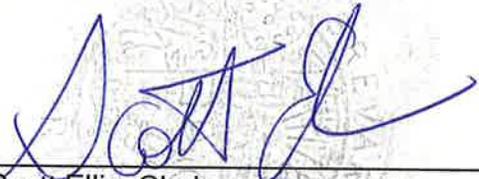
SECTION 2. Compensation: Compensation shall be in accordance with "SECTION 3, COMPENSATION" of the continuing agreement between the parties dated October 10, 2017. The Consultant shall be paid for this Task Order 17-02 a not-to-exceed amount of One-Hundred Seventy-Nine Thousand Nine-Hundred Twenty-Four Dollars and no cents (\$179,924) for the services as set forth in Attachment A-1 of this Task Order.

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

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

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

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA


By: _____
Rita Pritchett, Chair

As approved by the Board on September 19, 2017

ATTEST:



Amanda Sullivan, JD
Contracts Specialist

CONSULTANT:
JONES EDMUNDS & ASSOCIATES, INC.



Kenneth S. Vogel, PE
Managing Director & Senior Vice President

R Keller 3/28/2017

ATTACHMENT A-1: TASK ORDER NO. 17-02 TITUSVILLE TRANSFER STATION PRELIMINARY DESIGN AND PERMITTING

**BOARD OF COUNTY COMMISSIONERS SOLID WASTE MANAGEMENT
DEPARTMENT BREVARD COUNTY, FLORIDA**

SCOPE OF SERVICES

MARCH 15, 2018

PROJECT

This Scope of Services is for performing professional engineering services for the preliminary design of a new solid waste Transfer Station facility on the property containing the existing solid waste Transfer Station on SR 405 in Titusville, Florida. The project consists of preliminary design and permitting, for project components including but not limited to a new Transfer Station building, scale house, scales, roadway modifications, stormwater management system, associated utility modifications, ecological mitigation, and related work. The existing facility must remain in operation throughout the planning stages and ultimate construction of a new building to avoid interruption of transfer operations at the site. The intent is that the proposed facilities will be constructed adjacent to the existing facilities and will encroach on wetlands, requiring permitting and mitigation. Final design, including preparation of construction drawings and specifications, will be a subsequent phase.

BACKGROUND

The Titusville Transfer Station is at 4366 South Street (SR 405), Titusville, Florida, in Section 19, Township 22N, and Range 35E. The Brevard County Board of County Commissioners owns the facility, and the Brevard County Solid Waste Management Department (SWMD) operates the facility. The facility operates as an Indoor Waste Processing Facility in accordance with Florida Department of Environmental Protection (FDEP) Rule 62-701.710. It operates under FDEP Permit Number 05-0075955-004-SO-34 – a 20-year permit that will expire February 20, 2035 – and its WACS ID is 16258 ([FDEP Oculus Electronic Documents Listing link](#)). This facility accepts residential and commercial Class I solid waste from franchise haulers, private citizens, and municipal haulers and serves north Brevard County including the City of Titusville and the unincorporated communities of Mims and Scottsmeer. The solid waste brought to the Transfer Station is loaded into SWMD transfer trailers and hauled to the Central Disposal Facility (CDF) in Cocoa.

The existing building was constructed in 1976 and has a design capacity of 250 tons per day. The existing facility operates by mechanically moving, compacting, and loading solid waste into reinforced SWMD transfer trailers. The solid waste and the mechanical processing of waste contribute significantly to the wear and deterioration of the facility and high-use

equipment such as the compactors. SWMD maintains and services the equipment in proper working condition; however, the equipment and the compactors are nearing the end of their useful life. Although the facility is serviceable, much of the equipment needs to be replaced. Additionally, a newer facility would provide a more efficient operation with less maintenance.

Jones Edmunds performed a Feasibility Evaluation and Technical Memorandum dated August 1, 2017 for the SWMD to evaluate building a new Transfer Station building at the facility. Conceptual site plans, Transfer Station building plan, building elevations, and concept of operations were developed in close coordination with SWMD. The concept for the new Transfer Station building has it located adjacent to the northeast of the existing building, allowing the existing facility to remain in operation while the new building is constructed. The planned configuration of the building and improvements will require the overall developed site footprint to grow and encroach on existing wetlands on the property, requiring permitting through the FDEP and US Army Corps of Engineers (USACE) for wetland impacts and mitigation.

The concept for the new Transfer Station includes concrete foundations, floor slabs, and push walls, with the facility covered by a pre-engineered metal building. The concept of operations involves a two-level facility where transfer trailers drive through a "tunnel" under the tipping floor so that the trailers are loaded from the top through chutes in the tipping floor above. The concept for the tipping floor dimensions is approximately 150 feet long by 75 feet wide (based on other facilities with similar capacity). These dimensions will allow maneuvering and unloading for multiple trucks and space for waste storage.

The Transfer Station building concept includes an attached restroom and breakroom facility with access from outside the tipping floor area to reduce the incursion of dust and odors to this environment. This space will be attached to the outside of the main building and will include a second floor area for office space and file storage.

This Scope of Services for preliminary design and permitting is based on following the concepts outlined in the Feasibility Evaluation Technical Memorandum dated August 1, 2017, subject to refinement through the preliminary design process. Based on discussion with the County, key assumptions governing the preliminary design and permitting of the new facility are:

- The design capacity of the Transfer Station will remain 250 tons per day. The facility was originally designed for 250 tons per day and typically receives about 150 tons per day. Significant growth is not expected for the service area.
- The new facility will be a two-level operation for open-top transfer trailers. The building will feature a lower level "tunnel" for transfer trailers to position under and an opening in the upper-level tipping floor where waste is pushed through using a front-end loader to load trailers. This is the same type of transfer station operation as the Sarno Transfer Station in Melbourne and is preferred by SWMD on the premise that it offers more efficient compaction into transfer trailers than a push-wall design. The proposed Titusville Transfer Station concept is significantly smaller in comparison to the Sarno Transfer Station since Titusville waste volumes are lower.
- Two new truck scales, one in each of the two lanes of the lower level "tunnel," will be provided for monitoring transfer trailers weight as it is loaded. Although not included in

the Technical Memorandum of August 1, 2017, this Scope of Services will also include, at the County's request, a longer inbound scale and ticket system, separate and apart from the Transfer Station building, to be located on the south portion of the site along the incoming access drive off SR 405.

- Transfer station operations at the site must remain in continual service during the construction of the new building and deconstruction/demolition of the old building. The new building will be constructed adjacent to the old building within the property boundary. The goal is to minimize impacts to operations and traffic during construction.
- Property limits are as shown for Parcel ID 22-35-19-AV-*-65, totaling approximately 8 acres.
- The undeveloped land surrounding the existing facility contains wetlands initially identified by Jones Edmunds in the Technical Memorandum of August 1, 2017; these wetlands will be impacted by the new construction. Wetlands impacts will require permitting and mitigation. Mitigation is planned to be handled by purchase of wetland mitigation credits from a local off-site mitigation bank. Design of on-site wetland creation or enhancement areas for mitigation are excluded.
- On-site stormwater management systems will be modified and/or replaced to meet current permitting requirements.
- SWMD is not expecting traffic in and out of the facility to change from the existing traffic patterns. This Scope of Services assumes that no traffic study, surveying, geotechnical or intersection improvements are required on SR 405 for the project. If Brevard County Land Development approval, FDOT permitting, or other requirements reveal a need for traffic studies, driveway modifications, or SR 405 improvements, they will be Additional Services to this Task Order.
- The current facility has water, sewer, and electric service. The Technical Memorandum of August 1, 2017 assumed that these services have adequate capacity; however, existing on-site utilities will require modification and replacement to account for the new site layout. This Scope of Services assumes that the existing on-site sewage lift station will not need to be relocated or replaced. The lift station will be evaluated for any needed upgrades or modifications and recommendations provided to SWMD for use in the future final design.

SCOPE OF WORK

Jones Edmunds will perform the preliminary design and permitting of the new facilities at the Titusville Transfer Station. The project is broken into several tasks that will be performed to meet the project objectives:

- Task 1: Project Management.
- Task 2: Subconsultants.
- Task 3: Preliminary Design.
- Task 4: Permit Applications.

TASK 1: PROJECT MANAGEMENT

Jones Edmunds will manage the preliminary design project and all subconsultant team members. Jones Edmunds will conduct a kick-off meeting to revisit the conceptual plans to confirm the approach to preliminary design, compile additional SWMD requirements, and

incorporate that information into the project. Jones Edmunds will meet regularly with SWMD staff to review progress, discuss requirements, impacts to construction cost and schedule, and other items pertaining to preliminary design and permitting.

Deliverable(s):

1. Electronic files (PDF) of meeting minutes, attendees, and any presentations or exhibits used.

TASK 2: SUBCONSULTANTS

Jones Edmunds will use subconsultants on the project for surveying, geotechnical, and preliminary architectural design work. All subconsultant fees and billings will be included in this task, although the services of these subconsultants will be performed under other tasks as discussed herein. Proposals from the subconsultants including their scopes and fees are attached.

TASK 3: PRELIMINARY DESIGN

STAKEHOLDER MEETINGS

Jones Edmunds will conduct stakeholder meetings with SWMD and other stakeholders to be identified during the kickoff meeting to compile additional project requirements.

Preliminary field investigations will refine the project concept and preliminary design based on the detailed data gathered during this phase. Jones Edmunds will review available information and conduct site visits to examine and collect information on existing facilities pertinent to the preliminary design.

SURVEY

Surveying will be critical for refining preliminary design concepts, options, and permitting and ensuring a high-quality final design with minimal construction conflicts. Jones Edmunds' subconsultant (Southeastern Surveying and Mapping Corporation) will perform boundary surveying of the property and a topographic survey of the site as needed for design and permitting. Key survey information to be collected or updated includes property, easement and adjacent right-of-way lines, existing site elevations, aboveground improvements, surface-marked utilities, sanitary sewer structures, stormwater structures, existing building footprints, trees, and related work. The survey will locate individual trees within the areas of development for protected trees 10 inches in diameter and greater in accordance with the Brevard County Development Code. Subsurface utility engineering (SUE) such as ground penetrating radar and test holes to confirm type, diameter, depth, and material of utilities is excluded.

JURISDICTIONAL WETLAND AND SURFACE WATER DELINEATION AND LISTED SPECIES ASSESSMENT

Jones Edmunds will confirm and refine the ecological delineations conducted and presented in the Technical Memorandum of August 1, 2017. This will include delineation of jurisdictional wetlands and surface waters at the proposed project site. Flags will be located by the surveyor. Jones Edmunds will also stake the seasonal high water and infrequent high water elevations. A map of the flagged areas that provides flag locations and key numbers

will be provided to the surveyor to locate. This task also includes a 1 day site visit with FDEP and USACE staff to review wetland lines and project areas. During this task, Jones Edmunds will conduct preliminary pedestrian surveys to determine if listed species such as the gopher tortoise are or could be present within the project area. Results of this assessment will be included in a preliminary design memorandum presenting wetlands mitigation options and cost opinions including purchasing credits, wetland avoidance/preservation onsite, and creating or improving wetlands.

GEOTECHNICAL INVESTIGATIONS

Jones Edmunds' subconsultant (Ardaman and Associates, Inc.) will provide geotechnical investigations to support site preparation, fill placement, excavations, foundation design, and embankments. The investigation will use a combination of standard penetration tests (SPTs) and auger borings to obtain soil stratigraphy data, limerock bearing ratio (LBR) and other soil laboratory data, permeability data, and groundwater level data critical for the design of structures, roadways, and stormwater conveyance systems. Boring location maps will be prepared for SWMD concurrence before the field work. Utility notifications will be made and surface locating completed before any subsurface drilling work begins.

PRELIMINARY SITE DESIGN

Jones Edmunds will develop preliminary design documents including site design and preliminary building layout. The site design will be advanced further than a traditional preliminary phase, since it will need to include paving, grading, drainage and utility design adequate for FDEP permit applications discussed under Task 4 Permit Applications below. This Scope of Services also includes preliminary architectural design since FDEP solid waste permitting typically requires facility floor plans, elevations and sections. The preliminary architectural design also helps ensure building geometry and layout are reasonably complete to minimize unexpected challenges in the future final design phase.

Wetland impacts will be delineated and quantified within the preliminary design document. Jones Edmunds will use the Uniform Mitigation Assessment Methodology (UMAM) to quantify the wetland functional loss resulting from proposed wetland impacts. Jones Edmunds will prepare a brief narrative for SWMD review presenting ecological impacts and options for wetland and species mitigation.

Draft preliminary design documents will be submitted to SWMD for review, followed by a design review meeting with SWMD and Jones Edmunds to discuss review comments. Review comments will be incorporated and final preliminary design documents will be submitted to SWMD.

TASK 4: PERMIT APPLICATIONS

Jones Edmunds will provide permit application package preparation and respond to one request for additional information (RAI) from each agency for the permits listed below. Jones Edmunds assumes that the County will pay all applicable permit application and other regulatory fees. Permit applications will include:

1. Electronic PDF of all draft permit application packages for SWMD review.

2. Four hard copies of final permit application package for SWMD signatures, unless electronic submittals are required or allowed by the agencies. One set of the final documents will be signed and sealed by the designers-of-record.

WASTE PROCESSING FACILITY CONSTRUCTION PERMIT

Jones Edmunds will coordinate a pre-application meeting with FDEP's Solid Waste Section. Ideally, this meeting will be held at the site and is primarily to allow FDEP staff the opportunity to understand the project and provide input on issues that should be addressed during the preliminary design phase or in preparation of the permit application documents.

Jones Edmunds will prepare a draft permit application package to include the FDEP application form, permit data, Operations Plan, and preliminary design documents. Upon County review and comment, Jones Edmunds will prepare the final permit application and coordinate the submittal to FDEP.

FDEP ENVIRONMENTAL RESOURCES PERMIT

Jones Edmunds will prepare and submit an Environmental Resource Permit (ERP) application to FDEP for stormwater management and wetland impacts. Mitigation design for wetland impacts is not included in this proposal. For the purpose of this proposal the assumption is that wetland mitigation will be provided by the use of credits from a local wetland mitigation bank. If the County opts to seek an alternative mitigation strategy such as avoidance/preservation or wetland creation/enhancement, then additional design effort and schedule can be provided as a Task Order amendment or during the subsequent final design phase. However, this may also delay the Waste Processing Facility Construction Permit, since FDEP may not issue a Waste Processing Facility Construction Permit without an ERP. Jones Edmunds will coordinate and lead meetings with FDEP and USACE to discuss the project.

FDOT DRAINAGE CONNECTION PERMIT

Jones Edmunds will prepare a Florida Department of Transportation (FDOT) Drainage Connection Permit application in conjunction with the work being performed for the FDEP ERP Stormwater management system design. This is recommended as a cost-efficiency item since Jones Edmunds will already be preparing stormwater calculations and stormwater design drawings for the ERP.

USACE FEDERAL PERMIT

Jones Edmunds will prepare and submit a Federal Permit application package to USACE as detailed below. The USACE permit is needed for dredging and filling jurisdictional wetlands and surface waters.

COMPENSATION

The compensation for Professional Services described in this Scope of Services will be in accordance with the "Not-to-Exceed" approach in Section 3 of the *Agreement for Engineering and Consulting Services*, dated October 10, 2017. The compensation was calculated using the standard hourly rates outlined in the Agreement. The level of effort and the corresponding costs for this authorization are shown in the attached Fee Estimate.

SCHEDULE

Jones Edmunds will complete this Scope of Services within an estimated 150 days, excluding delays outside of Jones Edmunds' control such as permit agency review times. The schedule is subject to modification based on final Notice to Proceed dates and upon mutual agreement between the SWMD and Jones Edmunds, as the project progresses. A more detailed schedule will be provided as the project commences identifying milestone target dates and will be updated periodically as needed.

PROPOSAL CLARIFICATIONS

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

1. Final design (60%, 90% and Final) is excluded from this Task Order and will be performed under a subsequent task order.
2. Final architectural, structural, MEP, and landscape architectural design services are excluded from this proposal. If these services become necessary to meet permitting requirements or for any other reason, Jones Edmunds will notify the SWMD so that a decision can be made to resolve the requirement without these services or to add these services by a Task Order Amendment.
3. Permits that may be required for final design and construction, such as FDOT Driveway Permitting, Brevard County Planning and Development approvals and permits, or any other permits not specifically listed under Task 4 Permit Applications are excluded but can be provided under the subsequent final design phase.
4. Any required regulatory permitting, plan review, or permit publication fees will be paid by County.
5. Responses to regulatory comments on the permit applications are limited to correcting design or regulatory deficiencies in the application.
6. Permitting or relocation of threatened and endangered species is excluded.
7. Cultural resources (e.g., archaeological) surveying, permitting, and mitigation are excluded.
8. Coordinating historical preservation is not expected and is excluded.
9. Maintenance of traffic requirements for the Contractor will be provided as references to FDOT standards.
10. Bidding and construction phase services are excluded.

Titusville Transfer Station Preliminary Design and Permitting

Task Order 17-02

Jones Edmunds Opportunity No. 95540-027-18

Fee Estimate

Task No	Task Description	Project Director	Project Manager	Senior Project Engineer/ Professional	Project Engineer/ Professional/ Scientist	Staff Engineer/ Professional	Project Technician/ AutoCAD	Administrative Assistant/ Clerical	Total	Labor Cost	Subconsultant	Total Cost
	Approved Rate	\$200	\$166	\$177	\$118	\$107	\$91	\$70				
1	Project Management											
	Contract and project administration (5 months)	12	36	0	0	0	0	24	72	\$10,056	\$0	\$10,056
	Kickoff meeting	4	8	0	0	0	0	2	14	\$2,268	\$0	\$2,268
	Client Progress meetings (2)	4	12	0	0	0	0	2	18	\$2,932	\$0	\$2,932
	Subtotal	20	56	0	0	0	0	28	104	\$15,256	\$0	\$15,256
2	Subconsultants											
	Geotechnical investigations (Ardaman)	1	4	0	0	0	0	2	7	\$1,004	\$24,037	\$25,041
	Topographic and Boundary Surveying (SEMC)	1	4	0	0	0	0	2	7	\$1,004	\$26,381	\$27,385
	Architectural for FDEP Solid Waste Facility Permitting (WMB-ROI)	1	2	0	0	0	0	1	4	\$602	\$9,700	\$10,302
	Subtotal	3	10	0	0	0	0	5	18	\$2,610	\$80,118	\$82,728
3	Preliminary Design											
	Stakeholder meetings (2)	6	16	0	0	0	0	2	24	\$3,996	\$0	\$3,996
	Site visits and field work oversight	0	0	0	16	0	0	0	16	\$1,888	\$0	\$1,888
	Wetlands and species delineation	2	0	8	0	16	0	0	26	\$3,528	\$0	\$3,528
	Site design drawings for FDEP Permitting	6	16	32	60	88	98	12	312	\$35,774	\$0	\$35,774
	Preliminary Design Review Meeting	4	8	0	0	0	0	2	14	\$2,268	\$0	\$2,268
	Subtotal	18	40	40	76	104	98	16	392	\$47,454	\$0	\$47,454
4	Permit Applications											
	Pre-Application Meetings (3)	3	12	6	9	0	0	3	33	\$4,926	\$0	\$4,926
	Solid Waste Permit Application Package	6	24	40	0	24	12	12	118	\$16,764	\$0	\$16,764
	FDEP ERP Application Package	12	8	0	40	50	12	8	130	\$15,450	\$0	\$15,450
	USACE Federal Permit Application Package	4	12	40	0	32	12	8	108	\$14,948	\$0	\$14,948
	FDOT Drainage Connection Permit Application Package	1	2	0	10	0	6	2	21	\$2,398	\$0	\$2,398
	Subtotal	26	58	86	59	106	42	33	410	\$54,486	\$0	\$54,486
	TOTAL	67	164	126	135	210	140	82	924	\$119,806	\$60,118	\$179,924

Titusville Transfer Station Design and Permitting
Task Order 17-02
 Jones Edmunds Opportunity No. 95540-027-18
Preliminary Drawing List

Sheet No.	Sheet Title	Schematic	NOT IN CONTRACT			
			60%	90%	Final	
Civil	Cover		1	1	1	
	Drawing Index		1	1	1	
	General Notes Legend Utility Contacts		1	1	1	
	Overall Site Plan		1	1	1	
	Coordinate Tables			1	1	
	Civil General Notes Legend and Abbreviations		1	1	1	
	Topographic Survey (South), Notes and Abbreviations	1	1	1	1	
	Topographic Survey (North)	1	1	1	1	
	Demolition Plan		1	1	1	
	Phasing Plan		1	1	1	
	Typical Roadway Sections		1	1	1	
	Site Plan (South)	1	1	1	1	
	Site Plan (North)	1	1	1	1	
	Site Geometry Plan (South) and Alignment Tables		1	1	1	
	Site Geometry Plan (North)		1	1	1	
	Site Grading and Drainage Plan (South)	1	1	1	1	
	Site Grading and Drainage Plan (North)	1	1	1	1	
	Site Utilities Plan (South)		1	1	1	
	Site Utilities Plan (North)		1	1	1	
	Roadway Profiles		1	1	1	
	Roadway Sections			1	1	
	Sections			1	1	
	Sections			1	1	
	Erosion Control Plan	1	1	1	1	
	Erosion Control Details	1	1	1	1	
	Wetland and Surface Water Impact Plan	1	1	1	1	
	Civil Details	1	1	1	1	
	Civil Details	1	1	1	1	
	Civil Details			1	1	
	Civil Details			1	1	
	Civil Details			1	1	
	Traffic Striping Plan			1	1	
	Traffic Striping Plan			1	1	
	Lift Station Plan and Section			1	1	
	Lift Station Details			1	1	
	Landscape Architecture	Landscape Site Plan (North)		1	1	1
		Landscape Site Plan (South)		1	1	1
		Landscape Details			1	1
	Architecture	Landscape Details			1	1
		Cover Sheet		1	1	1
Tipping Code Analysis, Drawing Index			1	1	1	
Scale Code Analysis			1	1	1	
Accessibility Guidelines			1	1	1	
Architectural Site Plan			1	1	1	
Life Safety Plan - Tipping			1	1	1	
Life Safety Plan - Scale			1	1	1	
Floor Plan - Tipping			1	1	1	
Floor Plan - Scale			1	1	1	
Reflected Clg Plan - Tipping			1	1	1	
Reflected Clg Plan - Scale			1	1	1	
Roof Plan - Tipping			1	1	1	
Roof Plan - Scale			1	1	1	
Exterior Elevations - Tipping			1	1	1	
Exterior Elevations - Tipping			1	1	1	
Exterior Elevations - Scale			1	1	1	
Interior Elevations - Tipping			1	1	1	
Interior Elevations - Tipping			1	1	1	
Interior Elevations - Tipping			1	1	1	
Interior Elevations - Scale			1	1	1	
Interior Elevations - Scale			1	1	1	
Bldg./Wall Sections - Tipping			1	1	1	
Bldg. Section/Details - Tipping			1	1	1	

Titusville Transfer Station Design and Permitting
Task Order 17-02
 Jones Edmunds Opportunity No. 95540-027-18
Preliminary Drawing List

Sheet No.	Sheet Title	Schematic	NOT IN CONTRACT		
			60%	90%	Final
	Bldg. / Wall Section - Scale		1	1	1
	Schedules - Tipping		1	1	1
	Schedules - Scale		1	1	1
	Florida Product Approvals			1	1
	Florida Product Approvals			1	1
	Florida Product Approvals			1	1
	Florida Product Approvals			1	1
Structural	General Notes and Design Criteria	1	1	1	1
	General Notes and Design Criteria		1	1	1
	Transfer Station Foundation Plan	1	1	1	1
	Transfer Station Drive-Thru Foundation Plan	1	1	1	1
	Truck Foundation Plan	1	1	1	1
	Scale House Foundation & Framing Plan	1	1	1	1
	Sections and Details		1	1	1
	Sections and Details			1	1
	Sections and Details			1	1
	Sections and Details			1	1
	Sections and Details			1	1
Fire Protection	Fire Protection Criteria Sheet	1	1	1	1
	Fire Protection Floor Plan	1	1	1	1
	Fire Protection Site Plan	1	1	1	1
Plumbing	Plumbing Legends and Notes	1	1	1	1
	Overall Plumbing Floor Plan	1	1	1	1
	Scale Building Plumbing Floor Plans	1	1	1	1
Mechanical	Plumbing Details		1	1	1
	Mechanical Legends and Notes	1	1	1	1
	Mechanical Floor Plan	1	1	1	1
	Scale Building Mechanical Floor Plan	1	1	1	1
Electrical	Mechanical Details		1	1	1
	Electrical Legend, Notes, and Fixture Schedule	1	1	1	1
	Power and Tel-Com Riser Diagrams and Schedules	1	1	1	1
	Fire Alarm	1	1	1	1
	Electrical Site Plan	1	1	1	1
	Site Lighting Plan	1	1	1	1
	Power Floor Plan	1	1	1	1
	Scale House Electrical Plans	1	1	1	1
	Lighting Floor Plan	1	1	1	1
	Electrical Details		1	1	1
	Electrical Details			1	1
Total		11	76	101	101

Steven L. Anderson, Jr., PSM, PLS
 Charles M. Arnett, PSM
 Michael D. Brown, PSM
 Eric E. Cain, PSM
 John K. Carr, PSM
 Michael L. Dougherty, PSM
 James M. Dunn, II, PSM
 Thomas F. Ferguson, PSM
 Ronnie A. Figueroa, PSM, GISP
 Tate B. Flowers, PSM, PLS
 Robert W. Gardner, PSM
 Brian R. Garvey, PE, GISP
 Daniel J. Henry, PSM, PLS
 Ryan E. Johnson, PSM
 Gary B. Krick, PSM
 Brad J. Lashley, PSM, PLS
 Myron F. Lucas, PSM
 James E. Mazurak, PSM



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Thomas K. Mead, PSM, PLS
 Timothy O. Mosby, PSM
 James L. Petersen, PSM
 William C. Rowe, PSM
 Tony G. Syfrett, PSM, PLS
 Thomas P. Young, Jr., PSM, GISP
 Kirk R. Hall, EI, GISP
 Brad A. Stroppe, EI, GISP
 Cheryl A. Isenberg, GISP
 Brian E. Latchaw, GISP
 Patrick J. Phillips, GISP
 Donna L. Hendrix, CST IV
 Mark W. Klaers, CST IV
 Joseph S. Locklin, CST IV
 David M. Rentfrow, CST IV
 Steve D. Smith, CST IV
 Celeste B. van Gelder, CST IV

Land Surveying & Mapping Services • Sub-Surface Utility Designation & Location Services • Geographic Information Systems • GPS Asset Inventories

March 14, 2018

VIA EMAIL: TMcKnight@jonesedmunds.com

Mr. Tobin McKnight, PE, BCEE
 Department Manager
 Jones Edmunds
 730 NE Waldo Road
 Gainesville, FL, 32641
 P: (352) 377-5821 x 1342 | C: (352) 258-9536

RE: Brevard County - Titusville Transfer Station Design Project
4366 South Street, Titusville, FL
Section 19, Township 22 South, Range 35 East, Brevard County, Florida

Dear Mr. McKnight,

We are pleased to submit our *revised* proposal for Surveying Services on the above referenced project.

SCOPE OF WORK:

Provide a Boundary and Topographic Survey in accordance with Chapter 5J-17 F.A.C. to include the following:

1. Parcel Boundary Survey.
2. Roadway Right-of-Way Survey.
3. Legal Descriptions of Existing Parcels.
4. Adjacent property lines shown graphically.
5. Adjacent property owner's names obtained.
6. Adjacent property owner's addresses obtained.
7. Adjacent property owner's Tax Parcel Numbers obtained.
8. Adjacent property owner's Deed References obtained.
9. Tie to State Plane Coordinates (NAD83 unless noted otherwise).
10. Tie to specified roadway monumentation.
11. Reference ties for existing monumentation found/used.
12. Set monumentation for missing or incorrect corners.
13. Obtain and provide title report. (Add any survey related matter listed in Schedule B-II to the Survey).
14. Set a minimum of two (2) temporary benchmarks relative to NAVD' 88 datum.
15. Locate all physical, above ground features horizontally.
16. Locate all physical, above ground features vertically.
17. Locate all overhead utility wires horizontally ONLY.
18. Obtain utility pole reference numbers.
19. Locate pavement edge limits.
20. Locate pavement gutter/bottom of curb and terminus points.
21. Locate pavement face/top of curb and terminus points.
22. Locate changes in surface materials and note material types.

6500 All American Blvd Orlando, FL 32810 407.292.8580 407.292.0141 Fax	1130 Highway 90 Chipley, FL 32428 850.638.0790 850.638.8069 Fax	Lakeside Executive Center 8641 Baypine Road Suite 5 Jacksonville, FL 32256 904.737.5990 904.737.5995 Fax	19 West Main Street Tavares, FL 32778 352.343.4880 352.343.4914 Fax	10 East Lake Street ssimmee, FL 34744 407.944.4880 407.944.0424 Fax	University Corporate Park 10770 North 46th Street Suite C-300 Tampa, FL 33617 813.898.2711 813.898.2712 Fax	410 Honeysuckle Road Dothan, AL 36305 334.648.0268
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Licenses: PSM: Florida Professional Surveyor & Mapper • PLS: Alabama Professional Land Surveyor • PE: Professional Engineer
 Certifications: EI: Engineering Intern • GISP: Geographic Information Systems Professional • CST: Certified Survey Technician

23. Locate pavement striping and markings.
24. Locate traffic signal control signals, devices, poles and wires, etc.
25. Locate traffic detector loops.
26. Locate signs and specify standard types or describe non-standard types.
27. Contact Sunshine 811 and provide contact information.
28. Locate temporary and permanent utility markings made by others. (JE to contact Sunshine 811 and request markings ahead of geotechnical investigations.)
29. Locate soft digs or other SUE markings done by others while performing main survey.
30. Locate soft digs or other SUE markings done by others after performing main survey.
31. Locate utility drainage structure (valves, vaults, poles, rim, sump, pipe inverts, sizes, materials and type, and any other utility appurtenances).
32. Locate the nearest utility/drainage structure beyond survey limits.
33. Obtain spot elevations at specified intervals. (Approximate 50' by 50' grid)
34. Obtain spot elevations at grade changes, swales, ditches, etc.
35. Locate building corners/perimeter. (For building located within survey limits.)
36. Locate utility service entry points/meters. (For building located within survey limits.)
37. Determine building finished floor elevation. (For building located within survey limits.)
38. Locate limits of heavily wooded areas/tree lines/shrub rows.
39. Locate individual trees within wooded areas for specified trees. (Locate protected trees 10" and greater per Brevard County Development Code).
40. Locate individual trees outside wooded areas for specified trees. (Locate protected trees 10" and greater per Brevard County Development Code).
41. Locate wetland markings, wells, borings, etc., after performing main Topographic and Mapping survey. (Number of separate trips anticipated = 2. Include survey map amendment if mapping provided. 1 for wetlands, 1 for borings).
42. Topographic coverage will be limited to the Proposed Design Footprint (5.4 acres) and the Secondary Wetland Impacts (~0.5 acre) plus 10 feet as shown on the Site Location and Wetland Impact Map as provided by Jones Edmunds via email on 03/13/2018.

The final product will be **two (2)** certified prints and an electronic file for your use.

It is our experience that the utility owners will no longer designate and mark their utilities as a result of contacting Sunshine 811 during the design phase, therefore Southeastern Surveying and Mapping Corporation (SSMC) will request a Design Ticket from Sunshine 811 and provide the utility contact information received from said Design Ticket.

As an "Optional Service", SSMC's Utility Division offers subsurface utility designating and marking of utility lines (QUALITY LEVEL - B) (contracted service) during the design phase using electronic equipment and ground penetrating radar (GPR).

Our fee for this optional service has been added to this proposal. If you would like to use this optional service please make that clear when you return the signed proposal.

SCOPE OF WORK: Subsurface Utility Designation and Verification

1. Horizontally locate and field mark (paint & flags) all public subsurface utility mains found excluding service lines, gravity sewer lines and irrigation, within the limits described in Item #42 above.
2. Coordinate Sunshine 811 and utility locates to include supplemental calls to each locator to expedite the field marking of each subsurface utility as required by law.
3. Expose the subject utilities by using non-destructive vacuum excavation methods at (# of test holes) specific locations as indicated on plan sheet(s) provided or marked by client in the field

4. Confirm/determine the vertical and horizontal position of the subject utilities and record the information, using the locate marks provided by the utility owners and/or their representatives unless otherwise specifically requested by Jones Edmunds.
5. Any asphalt/concrete removed will be repaired using like materials.
6. Tie each test hole location to a minimum of three visible physical features to enable this data to be added to your base map and also enable future recovery.

Optional:

For an additional fee, Southeastern Surveying and Mapping Corporation (SSMC) can locate all utility data using GPS or conventional surveying equipment and control furnished by client.

The final product will be a field drafted plan sheet or utility designation field sketch(s) as well as test hole reports/sketches of the project area reflecting all pertinent data for your use.

Terms and Conditions

It is understood that the contractor is responsible to abide by Sunshine 811, Florida State Statutes Chapter 556.106 and all applicable laws, and regulations that pertain to the services provided.

Jones Edmunds will make available all plans and utility records that have been obtained for this site. However, the information provided by Jones Edmunds is also dependent upon a Sunshine 811 request for utility owners and/or their representatives to mark their buried underground plant at the project site as required by law. Southeastern Surveying and Mapping Corporation (SSMC) has a right to rely on the accuracy of such plans and utility records and will notify Jones Edmunds if there are any patently or reasonably identifiable defects in the documents.

Jones Edmunds is aware that due to the inherent uncertain nature of subsurface utilities, including but not limited to deficient or misrepresentation of prints, SSMC cannot guarantee that all subsurface utility lines will be accounted for. SSMC will ensure that all reasonable efforts are made to identify the location of said underground utilities and provide the best available information within the project area with the use of Ground Penetrating Radar, Electronic Line Locating Equipment and Vacuum Excavation methods, as needed. Additional research will only be conducted by SSMC if requested in writing by Jones Edmunds.

M.O.T. will be used only if absolutely necessary and these invoice charges will be an addition to the total per day rate and reflected on our invoice to you.

In accordance with the Underground Facility Damage Prevention and Safety Act, the Design Engineer shall perform sufficient Utility Coordination with the Utility providers in this location to affirm the information from SSMC's efforts and confirm that no other subsurface utility is possibly undetected by these efforts.

SSMC will certify that the surface designation is within two (2) feet of the true underground position of the utility relative to the mark as shown on the surface in accordance with the plans provided and the reasonable efforts conducted to locate the utilities as outlined above.

SSMC shall not be held liable for any latent or unreasonably discoverable utilities in the project area. Furthermore in the event of a claim regarding the services provided in the proposal, SSMC shall have liability for reasonable and necessary defense costs to the extent caused by SSMC's negligence.

If SSMC is required to obtain permits to perform the service provided, these charges will also be additional and reflected on our invoice to you.

Mr. Tobin McKnight, PE, BCEE
Brevard County - Titusville Transfer Station Design Project
March 14, 2018

Note: In the event that Test Holes require a depth greater than ten (10) feet, or require a substantial amount of increased effort (sleeving, shoring, de-watering, etc.), then said Test Holes may need to be negotiated separately on a case by case basis if normal vacuum excavation practices do not allow said utilities to be exposed.

Note: All utility sizes given are outside diameter unless otherwise specified and are approximate only due to uncontrollable field conditions that may be encountered during excavation.

Note: Any additional overlaying or restoration of pavement, other than the replacement of materials removed and cold patched, will be the responsibility of Jones Edmunds.

Our fee for this project will be as follows:

Boundary & Topographic Survey **\$26,381.00**

OPTION:

Subsurface Utility Design/Marking: **\$1,474.00**

Test Holes/Day Rate:

\$408.00 Dirt/Each

\$466.00 Asphalt/Concrete/Each

M.O.T.: (SSMC)

\$612.00 per Lane Closure/Day Rate

\$816.00 per Lane Closure/Night Rate

Permitting:

\$100.00 per hour + cost of permit

We anticipate completion of the above described work within **eight (8)** weeks after receipt of a written notice to proceed.

SSMC will submit monthly invoices electronically via email as an attachment. SSMC requires each client to provide its Accounts Payable contact information along with any invoicing deadlines and requirements per project. Please complete the attached Contact Information Sheet and return to SSMC Project Manager listed below with your signed proposal letter or executed agreement.

Payment is expected within thirty (30) days from date of invoice. We accept VISA and MasterCard for your payment convenience.

Notice to Owner

- For all projects over \$5,000.00 a Notice to Owner will be filed.

We look forward to the opportunity to work with you on this project.

Sincerely,


Ryan E. Johnson, PSM
Project Surveyor

cc: RKoller@jonesedmunds.com

REJ:gac

Mr. Tobin McKnight, PE, BCEE
Brevard County - Titusville Transfer Station Design Project
March 14, 2018

If the above scope, period of service and method of compensation meets with your approval, please execute below and email/fax to SSMC as notice to proceed along with the notice of commencement.

If your firm prefers using your own standard PROFESSIONAL SERVICES AGREEMENT in lieu of this proposal letter, this document MUST BE furnished to SSMC, negotiated, and executed prior to the commencement of any service.

Send all Agreements to:

Orlando Corporate Office
6500 All American Boulevard
Orlando, FL 32810.
Fax: 407-292-0141
Email: info@southeasternsurveying.com

Your firm agrees that by (1) signing and returning this Proposal, or (2) partial or complete performance under this Proposal and SSMC has not received, negotiated and/or executed a PROFESSIONAL SERVICES AGREEMENT, then it is agreed that THE TERMS AND CONDITIONS IN THIS PROPOSAL SHALL GOVERN THE SERVICES RENDERED.

Furthermore, if requested, your firm acknowledges that by accepting this Proposal, SSMC will provide your firm with an insurance certificate that (1) contains the project name and (2) lists your firm as the certificate holder.

The person executing this document must indicate that he/she is a Principal and/or Corporate Officer.

If the signatory is not a Principal and/or Corporate Officer, a Letter of Authorization on company letterhead signed by a Principal and/or Corporate Officer, MUST be provided that specifically states that signatory has the authority to bind the parties by entering into this agreement.

ACCEPTED BY:

Principal / or Corporate Officer	TITLE	Printed Name	Date





Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

February 8, 2018
Proposal File No. 1823-024

Jones Edmunds & Associates, Inc
3910 S. Washington Avenue, Suite 210
Titusville, Florida 32780

Attention: Mr. Rich Koller, PE

Subject: Proposal for Subsurface Soil Exploration and
Geotechnical Engineering Evaluation
Proposed Transfer Station Facility
4633 South Street
Titusville, Florida

Dear Mr. Koller:

As requested, we are pleased to present this proposal for conducting a subsurface soil exploration and geotechnical engineering evaluation for the subject project. Based on review of information provided by Jones Edmunds & Associates (JEA), the proposed development includes a prefabricated metal transfer station building, an asphalt paved access drive around the perimeter of the site, and two stormwater retention areas.

Based on the information provided by JEA, the building will have two levels (upper tipping floor and lower tunnel for transfer trucks) and will have footprint plan dimensions of 160 feet by 120 feet. The upper and lower levels of the building will have finished floor elevations approximately 16 feet and 2 to 3 feet above existing grade, respectively. Anticipated maximum loading conditions for the transfer station building are assumed to be on the order of 4 to 5 klf for wall foundations and 200 kips for individual column foundations. It is anticipated that up to 2 to 3 feet of fill is required to raise the access drive areas to final elevation(s).

The scope of our work will include determining if the bearing capacity and other soil characteristics are suitable to construct the proposed building and pavement. In addition, we will explore the soil stratigraphy in the stormwater retention areas and provide results of soil permeability testing. We will also estimate the normal seasonal high groundwater table level at the boring locations. The following summarizes our proposed scope of work and associated fees for conducting the subject exploration.

FIELD EXPLORATION

The north portion of the proposed building area is currently wooded; therefore, minor brush mowing will be performed to provide access to the boring locations in this area. We would direct a site work contractor to mow minimal paths to our boring locations. Assistance from the client will be needed to help identify wetland areas and areas of threatened and/or endangered species habitat which should be avoided when performing these minor brush mowing operations. Also, this proposal assumes that permission from local Code Enforcement, SJRWMD or other pertinent

1300 N. Cocoa Boulevard, Cocoa, FL 32922 Phone (321) 632-2503 FAX (321) 636-4657

Louisiana: Alexandria, Baton Rouge, Monroe, New Orleans, Shreveport

Florida: Bartow, Cocoa, Fort Myers, Miami, Orlando, Port Charlotte, Port St. Lucie, Sarasota, Tallahassee, Tampa, West Palm Beach

agencies for the minor mowing, if necessary, has been obtained by the client. One day of brush mowing is included in this scope of services.

The proposed field exploration program will include the following:

Description	Number of Borings	Depth Below Ground Surface (feet)
Transfer Station Building Area	3 SPT	60
	3 SPT	30
Access Road Areas	8 Auger	10
Stormwater Retention Areas (Assume 2)	4 Auger	15

The SPT borings will be drilled using mud bug-mounted drilling equipment and a procedure similar to the Standard Penetration Test outlined in ASTM D-1586. The borings will be sampled at 18-inch intervals to 10 feet deep and at 5-foot intervals below 10 feet. The auger borings will be drilled using a 4-inch diameter, mud-bug-mounted continuous flight auger.

Each sample will be removed from the sampler or auger in the field and then examined and visually classified by our crew chief. Representative portions will be sealed and packaged for transportation to our laboratory for further analysis as required. Water level observations will be made in the boreholes during the drilling operation. Upon completion of drilling, the boreholes will be backfilled with soil cuttings.

If soft clay soils are encountered in the borings conducted within the building area, up to two wash borings will be performed in the building area (60-foot maximum depth) and one undisturbed Shelby tube sample of the soft clay soil will be collected from each wash boring.

In addition, a test pit will be excavated to a depth of 1 to 2 feet adjacent to each of the four auger borings drilled within the two stormwater retention areas. One Shelby tube sample of soil will be obtained in a vertical orientation in each test pit. The samples will be transferred to our laboratory for soil permeability testing.

LABORATORY PROGRAM

Routine laboratory visual classification of the soil samples collected from the borings will be performed by a geotechnical engineer along with specific classification tests deemed necessary (i.e., percent fines, organic content). If undisturbed Shelby tube samples of clay are collected at the site, the samples will be returned to our laboratory, extruded, and then classified. A laboratory consolidation test and classification tests would be performed on one subsample collected from each of the two Shelby tube samples.

A permeability test will be performed on each of the four Shelby tube samples obtained from the shallow test pits excavated within the stormwater retention areas.

ENGINEERING ANALYSIS AND REPORT

Engineering analysis of all data obtained will be made to evaluate general subsurface conditions and to develop engineering recommendations to guide site preparation and shallow foundation support for the building. Our analyses will include an estimation of foundation settlement taking into consideration the amount of fill that will be added for the project. A flexible pavement section will be provided as part of our recommendations. For our analysis, we will require specific loading conditions for the building structure and anticipated pavement traffic loads. In addition, we will provide an estimate of the normal seasonal high groundwater table level at the boring locations and the results of the soil permeability tests.

Our recommendations for the building and pavement, together with all data developed during the exploration, will be submitted in a written report upon conclusion of the study.

SCHEDULE AND COST ESTIMATE

Based on our current schedule, we anticipate that the field exploration program could be completed within 3 to 4 weeks of receiving authorization to proceed. We anticipate that our laboratory program, analyses, and report preparation are anticipated to take an additional 6 to 8 weeks to complete; however, verbal results of some of the analyses may be provided sooner, if requested.

The costs associated with the aforementioned tasks will not exceed **\$24,037.10** without prior authorization from the client. A breakdown of the project cost is provided as Attachment 1.

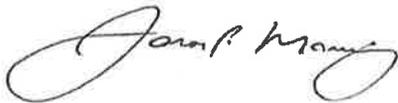
TERMS AND CONDITIONS

This proposal is subject to the following terms and conditions: (1) access to the boring locations is to be readily available to the truck-mounted drilling equipment and field personnel, (2) the proposed number of borings and the boring depths will be adequate, (3) the structure can be founded on shallow foundations; additional exploration and analyses will be necessary for deep foundations (4) Ardaman & Associates will not take responsibility for damages to underground structures and/or services that are not located by Sunshine One-Call; their locations are to be provided by the client or owner prior to commencement of the field work, and (5) exploration or evaluation of the environmental (ecological or hazardous/toxic material related) condition of the site and subsurface is not included.

CLOSURE

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If this proposal meets with your approval, please indicate your acceptance by issuing a subcontract. Please call if you have any questions or require additional information.

Very truly yours,
ARDAMAN & ASSOCIATES, INC.

A handwritten signature in cursive script, appearing to read "Jason P. Manning".

Jason P. Manning, P.E.
Branch Manager

ATTACHMENT 1

Cost Estimate

ARDAMAN & ASSOCIATES, INC.
Geotechnical, Environmental and Materials Consultants

JOB NO: 1823-024
 JOB NAME: Titusville transfer Station
 ENGINEER: JPM DATE: 02/08/18
 CHECKED: DATE:
 SHEET: 1 of 1

ENGINEERING SERVICES

	Quantity	Units	Rate	Subtotal
Senior Principal Engineer	6	Hour	\$ 185.00	\$ 1,110.00
Senior Project Engineer	14	Hour	\$ 139.00	\$ 1,946.00
Senior Project Engineer (Pavement Design)	14	Hour	\$ 139.00	\$ 1,946.00
Project Engineer	20	Hour	\$ 124.00	\$ 2,480.00
CADD Draftsperson	8	Hour	\$ 65.00	\$ 520.00
Technical Typist	3	Hour	\$ 55.00	\$ 165.00

Engineering Services Subtotal \$ 8,167.00

FIELD SERVICES

	Quantity	Units	Rate	Subtotal
Senior Field Technician	6	Hour	\$ 70.00	\$ 420.00
Mobilization/Demobilization of Drilling Equipment (mud-bug)	1	Project	\$ 450.00	\$ 450.00
Soil Test Borings - 0 to 50 feet (mud-bug)	240	Feet	\$ 16.45	\$ 3,948.00
Soil Test Borings - 50 to 100 feet (mud-bug)	30	Feet	\$ 19.75	\$ 592.50
Wash Borings	120	Feet	\$ 10.50	\$ 1,260.00
Shelby Tubes	2	Each	\$ 202.00	\$ 404.00
Auger Boring (mud-bug)	140	Feet	\$ 12.49	\$ 1,748.60
Grout Boreholes with Cement/Bentonite - 0 to 50 feet	0	Feet	\$ 3.90	\$ -
Grout Boreholes with Cement/Bentonite - 51 to 100 feet	0	Feet	\$ 4.44	\$ -
Set Casing	0	Feet	\$ 10.00	\$ -
Rig Time - SPT Rig (Including Standby Time / Clearing)	3	Per Hour	\$ 215.00	\$ 645.00
Brush Mowing for Drill Rig Access and Borehole Layout	1	Day	\$ 2,670.00	\$ 2,670.00

Field Services Subtotal \$ 12,138.10

LABORATORY SERVICES

	Quantity	Units	Rate	Subtotal
Grain Size - Percent Fines	12	Test	\$ 40.00	\$ 480.00
Shelby Tube Delivery, Extrusion and Classification	2	Each	\$ 180.00	\$ 360.00
Consolidation Tests	2	Test	\$ 597.00	\$ 1,194.00
Atterberg Limits Testing	4	Test	\$ 112.00	\$ 448.00
Moisture Content	3	Test	\$ 20.00	\$ 60.00
Organic Content	3	Test	\$ 40.00	\$ 120.00
Misc Lab Analyses	1	Lump Sum	\$ 450.00	\$ 450.00
Permeability Test on Sand	4	Test	\$ 155.00	\$ 620.00

Laboratory Services Subtotal \$ 3,732.00

TITUSVILLE TRANSFER STATION GEOTECHNICAL SERVICES TOTAL: \$ 24,037.10

TITUSVILLE TRANSFER STATION

4633 South Street, Titusville, Florida,
January 31st, 2018
Revised 2/7/2018

Jones Edmunds
Richard Koller: RKoller@jonesedmunds.com
Tobin McKnight: TMcKnight@jonesedmunds.com
3910 S. Washington Ave., Suite 210
Titusville, FL 32780
321.269.2950

Scope of Project/Construction

This proposal is reflective of email received on 1/19/2018 from Tobin McKnight (Jones Edmunds) which included the "Titusville Transfer Station Feasibility Study". This Proposal is inclusive of Architectural, Mechanical, Electrical, Plumbing/FP Engineering, Landscape Architecture Services as defined below.

This scope outline was taken from the feasibility study.

"The proposed Transfer Station will be"

- A prefabricated (pre-engineered) metal building on a concrete foundation.
- The inside of the building will have two levels.
- The transfer trailer "tunnel" will be on the north side of the building.
- The tipping floor will be approximately 18 feet above the finished floor elevation of the transfer trailer
- The tipping floor is assumed to be 150 feet long and 75 feet wide (based on other facilities with similar capacity) for a total area of 10,500 square feet. These dimensions will allow maneuvering and unloading for multiple trucks and space for waste storage."
- Provide Design of Scale House Building ~300 sq. ft. (HVAC, Elec., Plumbing, Arch.)

Attached is ("Figure A & B" Express a 160' x 120' footprint for the new transfer station located just north of the existing structure). This equates to 19,200 sq. ft footprint.

Scope of Services

Schematic Design/Design Development, Construction Documents, Construction Administration for Architectural, Mechanical, Electrical and Plumbing Engineering, Landscape Architecture

Schematic Design Phase:

- Confirm Program, Review provided building plans
- Review Exterior Elevations
- Select Mechanical, Electrical and Plumbing Systems
- Outline specifications of drawing notes describing construction materials
- Two (2) meetings are included.
- Provide schematic design package for owner review / approval
- 2 revision schemes (A, B) are included in the phase.
- Coordinate with Civil engineer for placement of structure.

Deliverables:

- Provide Schematic Design (Plans, Elevations, Wall Section) documents for Owner review/approval.

ROI SOLUTIONS.

LAKELAND
110 South Kentucky Ave
Lakeland, FL 33801

MELBOURNE
927 E. New Haven Ave #302
Melbourne, FL 32901

WINTER HAVEN
331 W. Central Ave #221
Winter Haven, FL 33880

863.687.3573
wmb-roi.com

Design Development Phase:

- Proceed with approved preliminary / schematic drawing for development of design.
- Code Analysis for specific building types.
- Coordinate equipment requirements for specific intent (regarding scales, chutes, etc.)
- Conference calls to coordinate issues with development of design.

Deliverables:

- Provide 50% design development documents for Owner review.

Construction Document Phase:

Provide construction documents for:

- Architectural Services
- Mechanical Engineering
- Electrical Engineering
- Plumbing Engineering
- Fire Protection layout / performance specification
- Landscape Architecture
- Provide an 90% Final Review set
- Two (2) meetings are included

Deliverables:

- Provide 90% Construction documents.

Permitting / Bidding Phase:

- Provide 100% Construction Documents Signed and Sealed as Architect / Engineer of record for Bidding / Permitting
- Respond to bidders' questions
- Respond to Building Department comments and revise drawings as required

Construction Administration Phase:

- Review/Approve submittals
- Answer contractor questions
- Provide clarification drawings
- Coordinate for RFI / ASI log
- Eight (8) man visits to site (total for Arch. & Eng. combined)
- Two (2) man meetings / site visit for punch list and close out

Additional Services

- Services not explicitly explained/included in the above scope of services, including, but not limited to, any Architectural / Engineering services, detailed schematic design, design development, bidding documents and construction documents.
- Any work / services provided / requested outside this scope of work above shall be mutually agreed upon and shall generate an addendum to the original contract for the additional scope and fee for design services.
- An estimate for an additional task shall be provided and agreed to prior to additional services rendered.
- Revisions to drawing when such revisions are:
 - Inconsistent with approval or instruction previously given by the client, including revisions made necessary by adjustment in the program or program budget.

Reimbursable Expenses

The client will be notified prior to incurring responsibility for any Reimbursable Expenses.

- Prints / Delivery Fees
- Mileage (outside of inclusive site visits)

Conditions of the Contract

DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and the Architect agree that all disputes shall be submitted to nonbinding Mediation with a Mediator in Polk County, Florida, unless the parties mutually agree otherwise.

A demand for Mediation shall be forwarded in writing to the other party within a reasonable time after the claim; dispute or other matter in question has arisen. In no event shall the demand for Mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Within ten (10) days after receipt of the demand for Mediation, the parties shall submit the dispute to mediation before a certified mediator from the list (the "list") maintained by the Chief Judge of the Tenth Judicial Circuit of Florida pursuant to Rule 1.810, Florida Rules of Civil Procedure to be selected by the parties. The parties shall select the mediator within thirty (30) days of the receipt of the notice of deadlock, dispute or controversy. In the event that the parties cannot agree on a mediator, then each party shall promptly select a mediator from the list, and the two selected mediators shall select a third mediator who shall mediate the dispute. The mediation shall be held within sixty (60) days from the selection of the mediator.

STANDARD OF CARE AND ALLOCATION OF RISK

The Design Professional's services under this Agreement will be consistent with the degree of care and skill exercised by reasonably prudent members of the Design Professional's profession who are acting in the community in which the services are provided under similar circumstances. If the Design Professional's services fall below this standard of care, then the Client shall provide notice of the same to the Design Professional and allow the Design Professional an opportunity to correct such services before the Design Professional shall be liable for any damages suffered or incurred by the Client as a result of such failure of the Design Professional to meet the aforesaid standard of care. The Design Professional and the Client recognize that this Project involves risk. While the Design Professional shall be liable for its negligent acts and errors, the Design Professional and the Client hereby agree as follows regarding the Design Professional's liability arising out of or relating to this Agreement and/or the Project to which it relates: (i) in relation to any negligent omissions by the Design Professional, the Design Professional's liability shall be limited to the cost, expenses or damages suffered or incurred by the Client as a result or consequence of any such negligent omissions, but in no event shall the Design Professional be liable for the cost of the labor, equipment, services or materials which the Design

Professional negligently omitted which, if they had not been omitted, would have been included in the Project and paid for by the Client in any event; and (ii) in relation to both the provisions of "(i)" just preceding this clause, and in relation to any and all other claims for losses, expenses, costs, liabilities and damages of any kind whatsoever for which the Design Professional may otherwise be liable, the Client agrees that the maximum amount for which the Design Professional may be responsible or liable is \$10,000.00, or the Design Professional's fees in relation to this Project, whichever is greater.

Pursuant to Florida Statutes Section §558.0035 (2013), an individual employee or agent of WMB (Architecture) may not be held individually liable for negligence.

Compensation Outline

Services Provided:

- Schematic Design
- Design Development
- Construction Documents 20%= \$9,700
 - Architectural \$48,500.00
 - Mechanical, Electrical, Plumbing / FP (Performance Spec) \$18,500.00
 - Scale Building Design - 300 Sq. Ft. (MEP / Architectural Services) \$7,800.00

Total Compensation: (SD, DD, CD) \$74,800.00

- Landscape Architecture \$9,000.00
- Site Lighting / Coordination \$3,900.00

Compensation - Construction Administration:

- Architectural \$14,500.00
- Mechanical, Electrical, Plumbing / FP (Performance Spec) \$6,900.00
- Landscape Architecture \$1,500.00
- CA Services - Scale Building \$900.00

Total Compensation: (CA) \$23,800.00

Site Visit / Observation

Site Visits (additional visits not included in SD, DD, CD, CA phases above): **\$ 900.00**

The site visits are compensated per visit / per person. And shall be only as directed.

For any requested work that is not covered in the scope of services, the Architect, upon written approval by the Client, will provide the services on an hourly basis with the following rate schedule:

WMB-ROI, Inc. HOURLY RATE SCHEDULE

Hourly Rates:

Principal	\$215.00
Architect	\$140.00
Designer	\$115.00
Technical	\$95.00
Business/Marketing Manager	\$60.00
Clerical Support Staff	\$40.00

Submitted by:

Agreed to by:



Signature

Signature

Mike Murphey AIA, NCARB
Printed Name

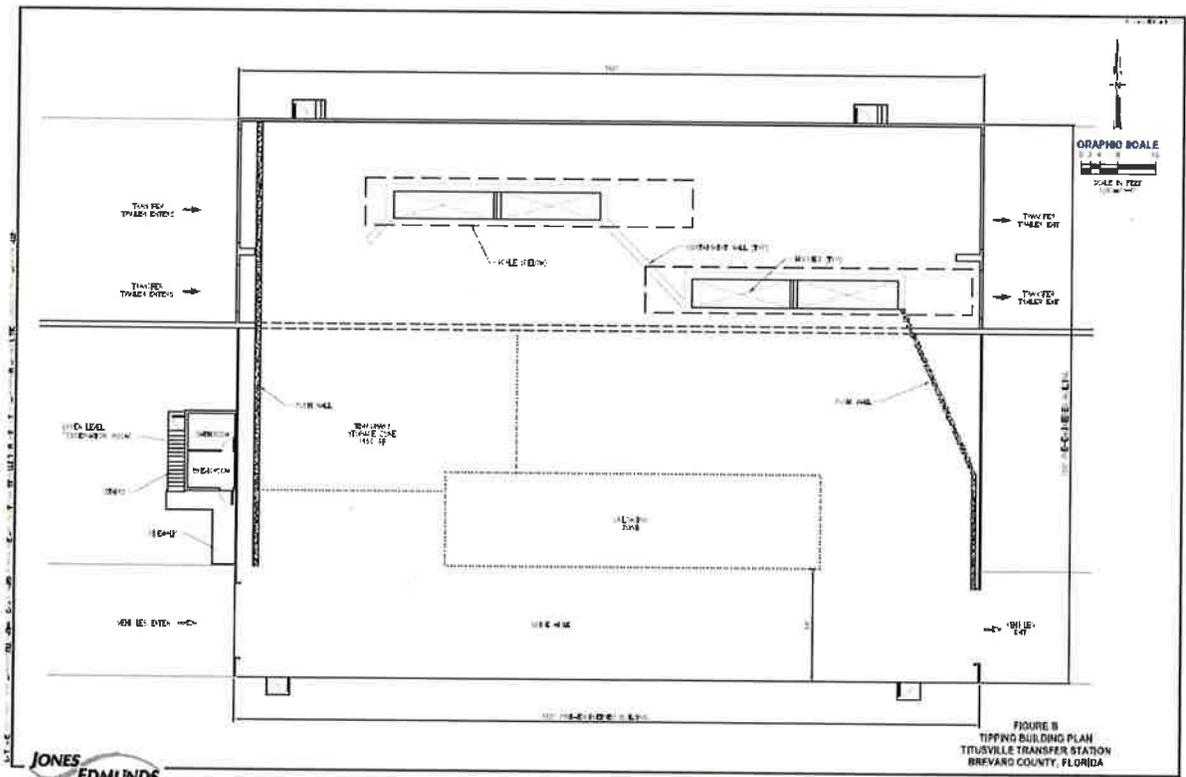
Printed Name

Partner
Title

Title

February 7th, 2018
Date

Date



ROI SOLUTIONS.

LAKELAND
110 South Kentucky Ave.
Lakeland, FL 33801

MELBOURNE
927 E. New Haven Ave. #302
Melbourne, FL 32901

WINTER HAVEN
331 W. Central Ave. #221
Winter Haven FL 33880

863.687.3573
wmb-roi.com

AGREEMENT

THIS AGREEMENT made and entered into this 7 day of May, 2018 by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "County"), and Dobbs Equipment, LLC, a business having its primary business location at 4333 North John Young Parkway, Orlando, FL 32804, (hereinafter the "Contractor").

WITNESSETH:

WHEREAS, the County is desirous of purchasing one (1) ea. landfill compactor, Bomag Model #BC1172 RB-4, in the amount of \$945,823.50 for use at the Solid Waste Management Department's Central Disposal Facility, 2250 Adamson Rd., Cocoa, FL 32926, and

WHEREAS, the Contractor is offering a trade in allowance for an Al-Jon Advantage 600, Serial #15064 in the amount of \$110,000.

WHEREAS, the Contractor will provide an extended warranty for the total maintenance and repair, including scheduled and unscheduled maintenance, on the new machine in the amount of \$155,233 and on its fire suppression system in the amount of \$4,900, which warrants that the machine will be free from mechanical breakdown due to manufacturer's defects in material and workmanship under normal use and service from date of acceptance by the County until the machine has been operated for four (4) years/nine thousand (9,000) service meter hours, whichever occurs first from the date of acceptance of the machine.

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

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

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

- SCOPE OF THE WORK:** The Contractor shall be prepared to furnish all labor, materials, equipment, machinery, tools, apparatus and transportation to perform all work or services specified in Exhibit A (Invitation to Quote, Special Conditions, Special Provisions and Price Sheet), attached hereto and made a part hereof by this reference.
- TIME FOR PERFORMANCE:** Contractor shall deliver the landfill compactor as required herein within ninety (90) days after County's issuance of purchase order. Contractor will then provide TMR services for the landfill compactor and its fire suppression system for a period of four (4) years/nine thousand (9,000) service meter hours, whichever occurs first from date of acceptance of the machine.
- ADDITIONAL PURCHASES:** Brevard County reserves the right to purchase additional compactors at the same bid price, terms, and conditions for a period of one (1) year from the date of acceptance.
- PAYMENTS:** County shall pay the Contractor for the machine and services provided under this Agreement as provided in Exhibit A to this agreement and made a part of this agreement by this

reference. The County reserves the right to deduct from any contractor invoice an amount for defective or nonconforming work or for work not provided but invoiced. The County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.

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

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

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

- a. **General Liability Insurance:** General Liability Insurance issued by responsible insurance companies and in a form acceptable to the County, with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage per occurrence.
- b. **Automobile Liability Insurance:** Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) combined single limits for Bodily Injury and Property Damage per accident.
- c. **Workers' Compensation Coverage:** Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided.
- d. **Insurance Certificates:** The Contractor shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. Said Liability Policies shall provide that the County be an additional insured. The County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

8. **BONDS:** Contractor shall provide the County within five (5) days to the date of this agreement, at Contractor's expense, a performance bond in the amount equal to one hundred percent (100%) of the guaranteed total maintenance cost and scheduled preventative maintenance cost for the compactor and its fire suppression system as outlined in the Price Sheet in the amount of \$207,633, in a form deemed satisfactory by the County. The Performance Bond shall be delivered to the Solid Waste Management Department, 2725 Judge Fran Jamieson Way, Bldg. A, Ste. #118, Viera, FL 32940.

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

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

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

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

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

14. **TERMINATION:** The County may terminate this Contract in the event of the failure of the Contractor to fulfill any of its obligations. Prior to termination, the County shall provide ten (10) calendar days written notice of its intent to terminate for cause, including the reasons for such, and shall provide the Contractor an opportunity to consult with the County regarding the reason(s) for termination. Contractor may be afforded the possibility of curing any default at the sole discretion of the County.

Such termination is effective upon the other party's receipt of the Notice of Termination. Any work completed or services provided prior to the date of termination shall, at the option of the County, become the property of the County. The County is only responsible for payment for work completed prior to the effective date of termination.

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

16. **RIGHT TO AUDIT RECORDS:** The County and its auditors shall be entitled to audit the books and records of the Contractor to the extent that such books and records relate to the performance of this Agreement. Said records shall be made available, upon request, for audit purposes to Brevard County and its auditors. Such books and records shall be maintained by the Contractor for a period of five (5) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing.

17. **PUBLIC RECORDS:** All records, books and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The Contractor shall meet all requirements for retaining public records and shall transfer, at no cost, to the County all public records in possession of the Contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

The Contractor shall provide the public with access to public records on the same terms and conditions that the public agency provides the records and at a cost that does not exceed the cost provided for in Florida Statute Chapter 119 or as otherwise provided by law. The Contractor shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

Failure to comply with the provisions of this section shall result in the County taking enforcement action against the Contractor, including the cost to the County for gaining the Contractor's compliance, which will include, but is not limited to, County staff time expended to obtain compliance with this section, litigation filing fees and attorney's fees.

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

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

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

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

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

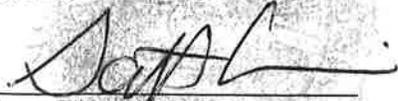
23. **CONSTRUCTION OF AGREEMENT:** The parties hereby acknowledge that they fully reviewed this agreement, its attachments and had the opportunity to consult with legal counsel of their choice, and that this agreement shall not be construed against any party as if they were the drafter of this Agreement.

24. **NOTICE:** Notice under this agreement shall be given by certified mail or hand delivery as follows: Solid Waste Management Department, 2725 Judge Fran Jamieson Way, Bldg. A, Ste. #118, Viera, FL 32940 and Notice shall be given to the Contractor by certified mail or hand delivery as follows: Dobbs Equipment, LLC, 4333 N. John Young Pkwy., Orlando, FL 32804.

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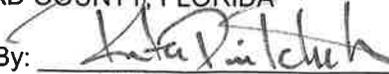
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its duly authorized representatives as of the date on which the last of the parties hereto executes this Agreement.

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

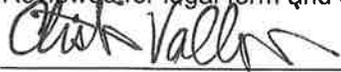
By: 

Rita Pritchett, Chair

Date: May 7, 2018

As approved by Board on: 9/12/17

Reviewed for legal form and content:



Christine Valliere, Assistant County Attorney



CONTRACTOR
By: [Signature]
Signature
Date: 4-16-18

Jon Bates Governmental Manager
Name & Title, Typed or Printed

DOBBS EQUIPMENT, LLC
Name of Company, Corp., etc.

4333 N. JOHN YOUNG HWY
Mailing Address

ORLANDO, FL 32804
City, State, Zip

407-299-1212
Area Code/Telephone Number

SEAL

ATTEST: [Signature]
Signature

DENISE D. HIGGINS - Notary
Name & Title, Typed



INVITATION TO QUOTE (INFORMAL)

Brevard County Solid Waste Operations
 2250 Adamson Road
 Cocoa, FL 32926
 (321) 633-1888 (office) (321) 635-7903 (fax)

VENDOR NAME: *Dobbs Equipment, LLC*
 ADDRESS:
 CITY, STATE, ZIP:
 TELEPHONE:

**THIS IS NOT
 AN ORDER**

Date: February 19, 2018

Description: Brevard County Landfill Compactor

Quote Due Date & Time: March 5, 2018 by 5:00 p.m.

Brevard County Solid Waste Operations is soliciting informal quotes off of the Florida State Contract, the Florida Sheriff's Association Contract or other Public Sector Purchasing Cooperative Contract for one (1) ea. landfill compactor as per the attached specifications, special provisions and conditions. Vendors shall submit one (1) quote only and provide a copy of the contract, its details and pricing with their quote.

Quotes may be emailed to sherry.loadholtz@brevardfl.gov, mailed or hand delivered to the Brevard County Solid Waste Operations Office, 2250 Adamson Road, Cocoa, FL 32926, to the attention of Sherry Loadholtz, by the due date listed above.

Questions regarding this quote solicitation and/or clarifications of specifications should be addressed to: Sherry Loadholtz at 321-633-1888 or emailed to sherry.loadholtz@brevardfl.gov. Material changes, if any, to the specifications will be transmitted by written addendum.

VENDOR CHECKLIST

The items indicated are required for submission with your quote.

- Conditions of Warranty Statement and Manufacturer's Standard Warranty (Special Provisions, Page 4, Item 8)
- Signed Special Conditions & Special Provisions (Pages 3 & 5)
- Signed Compliance Specifications (Page 9)
- Completed and Signed Price Sheet (Pages 10 & 11)
- Manufacturer's Latest Sales Brochure for Item Quote (Special Condition, Page 2, Item #5)
- Detailed Quote from Florida State Contract, Florida Sheriff's Association Contract or other Public Sector Purchasing Cooperative Contract

The above forms and information shall be completed in their entirety, signed by an authorized representative of the responding vendor, and returned as part of the quote response.

**INFORMAL QUOTE
FOR BREVARD COUNTY LANDFILL COMPACTOR
SPECIAL CONDITIONS**

1. DELIVERY

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

Indicate delivery time in the space provided on the Price Sheet. Delivery is required within ninety (90) days of the issue date of the purchase order. The County reserves the right to consider delivery as a factor in award. The County further reserves the right to accept that quote which best serves the County's interest, and to reject any and all quotes.

2. ADDITIONAL PURCHASES

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

3. PERFORMANCE BOND

The successful vendor shall furnish and record in the official records of the County where the machine is located a Performance Bond in an amount equal to one hundred percent (100%) of the guaranteed total maintenance cost and scheduled PM costs for the compactor and the fire suppression system as outlined in the Price Sheet. Performance Bond shall be written by sureties who are licensed to do business in the State of Florida, which are currently on the approved U.S. Treasury List of Sureties, which maintain an "A" rating with Best Insurance Guide, and are otherwise acceptable to the County. The Performance Bond shall be delivered to the Solid Waste Management Department, 2725 Judge Fran Jamieson Way, Bldg. A, Ste. #118, Viera, FL 32940 within five (5) days of Notice of Award by the County.

4. CONTRACT

A draft copy of a contract that will need to be executed between Brevard County and the awarded bidder is attached for your review.

- 5. The machine shall be new, unused and of current model and meet the attached specifications. The machine shall be equipped in accordance with the manufacturer's latest literature, a copy of which must accompany the vendor's quote. In addition, the quote shall include the manufacturer's documentation that verifies that the machine meets or exceeds each and every requirement of the specifications of these solicitation documents.**

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

- 6. Indicate in the space provided on the specification sheet compliance or non-compliance with each item. Where the unit deviates from specifications, clearly indicate the nature of the deviation. The County reserves the right to waive minor deviations from the specifications, which in the County's sole and absolute judgment do not materially affect the machine's performance or maintenance.**

7. OPTION ITEMS

Costs for option items listed shall be given for the following:

- A. Automatic fire suppression system installed on the compactor.

- B. TMR services for the fire suppression system for four (4) years/nine thousand (9,000) service meter hours, whichever occurs first from date of acceptance of machine. Services shall cover two (2) discharges and a minimum of four (4) inspections a year during regular scheduled maintenance. A detailed breakdown of exactly what services and components are covered under the TMR services shall be listed on the Price Sheet.
- C. Trade in allowance for a Al-Jon Advantage 600, Serial #15064, Engine #WRH03065, (PR #408-0045). This compactor was purchased in April, 2014 and has been under complete TMR for 4 years/9,000 hours. The compactor has approximately 6,509 hours on it (as of February 19, 2018). To schedule a time to view this compactor contact Mr. Braulio Welch, Solid Waste Fleet Supervisor at 321-633-1894 (office) or 321-863-0573 (cell).
- D. Vendor shall submit a guaranteed buy back price to repurchase the compactor at the end of the four (4) years/nine thousand (9,000) service meter hours, whichever occurs first. Brevard County Solid Waste reserves the right to exercise this option or not.

Company Name DOBBS EQUIPMENT, LLC
 Address 4333 N. JOHN YOUNG PKWY, ORLANDO, FL 32804
 Telephone 407-299-0129 Fax 407-297-1556
 Authorized Signature [Signature]
 Printed Signature JOHN BATES

**INFORMAL QUOTE
FOR BREVARD COUNTY LANDFILL COMPACTOR
SPECIAL PROVISIONS**

1. The vendor shall be responsible for delivering the machine in a properly serviced, cleaned and optimized operating condition.
2. Pre-delivery shall include complete lubrication, filling all fluid levels to proper level, adjustment of engine to proper operating condition, check to insure perfect operation of all mechanical features, completely clean machine of all unnecessary stickers, tags and papers.
3. The following manuals shall be delivered with each piece of machine: Two (2) copies – Operating Manual; two (2) copies – Parts Manual; two (2) copies – Service or Technical Manual in the form of one hard copy and one electronic copy.
4. An experienced serviceman/operator shall accompany the delivery of the machine and shall be available to answer questions regarding service, operation and maintenance of the machine for a period of not less than one (1) working day.
5. The machine's compliance with the quote specifications and ability to perform in the conditions normally encountered in a Class I or Class III landfill, including extreme summer conditions, shall be demonstrated by continuously operating at least ten (10) consecutive hours.
6. When the vendor performs work at the County landfill, the vendor's billable hours will not accrue until the vendor arrives at the landfill and begins working on the machine.
7. Replacement part(s) or requested part(s) must be delivered to the County within three (3) working days (72 hours) from verbal request by the County. Failure to provide the part(s) will result in a ten percent (10%) per working day reduction of the vendor's list price to the County for each day or part thereof that the replacement or requested part(s) are not delivered to the County.
8. The vendor shall assume full responsibility for warranty of all components of the machine. A statement shall be attached to the quote setting out the conditions of the warranty. The manufacturer's standard warranty shall also be furnished.
9. Vendor must provide an extended warranty for the total maintenance and repair, including scheduled and unscheduled maintenance on the new machine, which warrants that the machine will be free from mechanical breakdown due to manufacturer's defects in material and workmanship under normal use and service from date of acceptance by the County until the machine has been operated for four (4) years/nine thousand (9,000) service meter hours, whichever occurs first from the date of acceptance of the machine. No mileage, call out fees, etc. shall be charged.
10. Should the vendor fail to complete any repair that is under warranty and return the machine to duty within seventy-two (72) continuous hours (exclusive of Sunday and County holidays) from verbal notification by the County to the vendor that a warranty repair is needed, a delay charge of one thousand dollars (\$1,000) per day shall be paid to the County by the vendor for each workday delay or any part thereof that the machine is not returned to duty. Should parts not be available to the vendor by reason of strike, natural disaster or national emergency, the delay charge shall not be made. The vendor shall have the option of furnishing like machine

acceptable to the County without charge to the County during any delay period, and in such case shall not be charged.

11. All repair work must be conducted at the County work site unless otherwise agreed by the County.
12. The vendor shall be responsible for any transportation of machine, which may be required to accomplish warranty work and/or to furnish temporary replacement machine without charge to the County.
13. The vendor shall have a full service facility or personnel within ninety (90) miles of the Central Disposal Facility, 2250 Adamson Rd., Cocoa, FL 32926. A "full service facility" is defined as a facility that the vendor believes is adequately stocked and staffed to perform under the conditions of these specifications.
14. The vendor shall respond by initiating repairs on site within four (4) hours from verbal notification by the County on any warranty repairs.
15. Vendor shall be bound to the conditions of the quote and shall perform their obligations under the quote for a period of four (4) year/nine thousand (9,000) service meter hours, whichever occurs first from date of acceptance of the machine.
16. TRAINING: The vendor shall provide mechanic or machine operator (County's choice) for three (3) County personnel at an authorized training facility, including transportation, food and lodging. The training shall consist of regularly scheduled maintenance of machine and troubleshooting or machine operation. The manufacturer will supply text and updates, which the attendee can take home for future reference.

Company Name DOBBS EQUIPMENT LLC
Address 4355 N. JOAN YOUNG PKWY, ORLANDO, FL 32804
Telephone 407-299-1210/0 Fax 407-297-1536
Authorized Signature [Signature]
Printed Signature JOHN BATES

**MINIMUM MACHINE SPECIFICATIONS
FOR BREVARD COUNTY LANDFILL COMPACTOR
COMPLIANCE**

		<u>YES</u>	<u>NO</u>	<u>EXCEPTIONS</u>
1.	A. One (1) new, unused and latest production model landfill compactor, 120,000 lb. class min.	✓	_____	_____
2.	<u>ENGINE:</u>			
	A. Minimum 550 gross horsepower diesel engine with heavy duty two-stage, dry type air cleaner with pre-cleaner. Water cooled only. Must meet current EPA regulations.	✓	_____	<u>576 HP</u>
	B. Automatic shutdown system for low engine and transmission oil pressure and high temp.	✓	_____	_____
	C. Oil and fuel filters shall be spin on replacement type.	✓	_____	_____
	D. Engine capable of using 15W40 oil – not synthetic	✓	_____	_____
	E. Vertical/horizontal exhaust, rain protected.	✓	_____	_____
3.	<u>ELECTRICAL:</u>			
	A. Heavy duty low maintenance batteries.	✓	_____	_____
	B. Minimum 140 amp. alternator. Amperage shall be sufficient enough to power the compactor and the VisionLink computer system that will be installed on the compactor.	✓	_____	<u>150 AMP</u>
	C. 24 volt system.	✓	_____	_____
4.	<u>COOLING:</u>			
	A. Radiator shall be of a type for maximum cooling (Special Provision, Page 4, Item #5).	✓	_____	_____
5.	<u>POWER TRAIN:</u>			
	A. Unit must be capable of directional changes at full engine speed without deceleration.	✓	_____	_____
	B. Electronically controlled hydrostatic or power shift transmission.	✓	_____	_____
	C. Minimum two (2) forward and two (2) reverse speeds.	✓	_____	<u>3 speeds F + R</u>

COMPLIANCE

	<u>YES</u>	<u>NO</u>	<u>EXCEPTIONS</u>
D. Drive shall be Hydrostatic Drive or No Spin Differentials. Chain drive to wheels is not acceptable. No Spin Differentials shall be equipped with Caron Seal Protection Group to protect axle seals.	✓	_____	_____
E. Equipped with planetary reduction final drives.	✓	_____	_____
6. <u>BRAKES:</u>			
A. Full hydraulic service brakes on each wheel or hydrostatic braking.	✓	_____	_____
B. Emergency brake to be fail-safe type, spring applied and pressure released.	✓	_____	_____
7. <u>HYDRAULIC SYSTEM:</u>			
A. Fully closed with filtering and visual oil level indicators.	✓	_____	_____
8. <u>BLADE:</u>			
A. Caron Double Semi-U (DSU) Trashblade. Blade shall be suitable for installation on machine provided without modification and shall be of a DSU design featuring a center (prow) section formed by the moldboard and Cutting edges that directs refuse away from the center of the machine and towards two separate "U" sections of the blade for distribution directly under the wheels to provide maximum compactive effect. Blade shall incorporate a vertical center "splitter" designed to break up large compacted loads delivered by refuse transfer trucks. Blade shall be no less than 184" wide with a minimum moldboard height of 40" and overall height of at least 76" including a trash screen specifically designed to allow maximum vision for the operator. Trash screen must be constructed of plate steel and may not be a lattice-work of bar or rod stock.	✓	_____	_____
B. Blade must be equipped with reversible cutting edges and replaceable end bits.	✓	_____	_____
9. <u>WEIGHT:</u>			
A. Minimum weight of 120,000 pounds.	✓	_____	_____

COMPLIANCE

	<u>YES</u>	<u>NO</u>	<u>EXCEPTIONS</u>
10. <u>STEERING:</u>			
A. Shall have center-point articulation with a minimum steering angle of + thirty-five (35) degrees.	✓	_____	* / 40° ANGLE
B. Joy stick steering, adjustable	✓	_____	_____
11. <u>CAB:</u>			
A. Fully enclosed cab with ROPS structure.	✓	_____	_____
B. Air conditioned, heated, and with defrosters.	✓	_____	_____
C. Rear view mirrors, two (2) outside and one (1) inside; or rear view camera	✓	_____	_____
D. External light package with a minimum of two (2) forward and two (2) reverse facing work lights.	✓	_____	_____
G. Horn and back-up alarm.	✓	_____	_____
H. Fully adjustable shock absorbing air ride seat with a minimum weight capacity of 450 lb. and a seat belt length of 84" minimum.	✓	_____	_____
I. Cab monitoring system to include full engine, hydraulic, transmission gauge package, temperature and pressure.	✓	_____	_____
J. Windshield wipers, front and rear.	✓	_____	_____
12. <u>GUARDS AND ENCLOSURES:</u>			
A. All rotating and turning components shall be enclosed for mechanical protection. All such enclosures must have large access doors, which are easily opened or removed.	✓	_____	_____
B. If so equipped: front and rear belly pans to be hydraulic assisted access.	_____	_____	N/A
13. <u>WHEELS:</u>			
A. Four wheel design.	✓	_____	_____

COMPLIANCE

- | | <u>YES</u> | <u>NO</u> | <u>EXCEPTIONS</u> |
|--|-------------------------------------|--------------------------|-------------------------------|
| B. Minimum one inch (1") drum thickness, minimum 58" diameter, minimum 48" width. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 1.5", 67" DIAMETER, 55" width |
| C. Minimum seven inch (7") tall teeth from the surface of the drum to the tip of the tooth. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 9.8" IMPRINT |
| D. Teeth to be of a weld-on design, minimum 28 cleats per wheel. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 72 CLEATS PER WHEEL |
| E. Wheel Tooth Wear Warranty: Four (4) years/ nine thousand (9,000) non-prorated hours, whichever comes first from date of acceptance of machine. During the warranty period, the vendor will replace teeth worn to a height of 4.5" from the top of the drum surface. All costs for replacement, shipping, installation, parts, labor and other incidental cost shall be borne exclusively by the vendor. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| F. Protection system against wire wrap, front and rear, on all wheels. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |

14. OTHER ITEMS:

- | | | | |
|--|-------------------------------------|--------------------------|--|
| A. AM/FM radio. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| B. Two (2) twenty-pound ABC fire extinguishers. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| C. Towing anchors on front and rear of machine. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| D. On-board auto greasing system to lubricate all components with the exception of the blade. On-board greasing system shall be protected and installed in a manner to prevent damage. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| E. Tool kit and any special tools and machine needed for normal field adjustments, scheduled and daily maintenance. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| F. Vandalism protection group with all locks keyed alike including all cab and access doors. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |

Company Name DOBBS EQUIPMENT, INC.
Address 4335 N. JOHN YOUNG PKWY, ORLANDO, FL 32804
Telephone 407-299-1212 Fax 407-297-1530
Authorized Signature J. B. BATES
Printed Signature J. B. BATES

**BREVARD COUNTY LANDFILL COMPACTOR
PRICE SHEET**

Item Description	Unit Price
<p>1. One (1) Landfill Compactor per the attached specifications with four (4) years/nine thousand (9,000) service meter hours extended warranty, whichever occurs first from date of acceptance of machine.</p> <p>Make: <u>BOMAG</u> Model: <u>RC1172RB-4</u> Delivery: <u>90-120</u> days, ARO</p>	<p>\$ <u>882,190.⁰⁰</u></p>
<p>2. Guaranteed maximum total cost for all services (excluding daily PM) and all repairs, scheduled and unscheduled, for four (4) years/nine thousand (9,000) service meter hours, whichever occurs first from date of acceptance of the compactor, per the attached quote specifications.</p> <p>List the name and address of the authorized service dealer that will be providing TMR services and warranty repairs: <u>DOBBS EQUIPMENT</u> <u>4333 N. JOHN YOUNG PKWY</u> <u>ORLANDO, FL 32804</u></p>	<p>\$ <u>155,233.⁰⁰</u></p>
TOTAL	<p>\$ <u>1,037,423.⁰⁰</u></p>
Option Items:	
<p>A. Automatic fire suppression system, installed List Manufacturer: <u>AMEREX-ABC</u></p>	<p>\$ <u>13,500.⁰⁰</u></p>
<p>B. TMR services for the automatic fire suppression system for four (4) years/nine thousand (9,000) service meter hours, whichever occurs first. Services shall cover two (2) discharges and a minimum of four (4) inspections a year during regular scheduled maintenance.</p> <p>List the services and all components that will be covered under the TMR services: <u>4 YEARS - 4X'S PER YEAR INSPECTION</u> <u>MAINTENANCE + SERVICE OF ALL</u> <u>COMPONENTS, HOSES, NOZZLES</u> <u>MAINTAINING HARDWARE + DETECTION LINE</u></p>	<p>\$ <u>4,900.⁰⁰</u></p>
<p>C. Trade in allowance for Al-Jon Advantage 600, Serial #15064, Engine #WRH03065 (PR #408-0045)</p>	<p><u>(110,000.⁰⁰)</u></p>
<p>D. Buy back guarantee on compactor at the end of four (4) years/nine thousand (9,000) service meter hours, whichever occurs first.</p>	<p>\$ <u>50,000.⁰⁰</u></p>

PROMPT PAYMENT DISCOUNT

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

* If Prompt Payment Discount is offered please state discount and terms: N/A

ADDENDUM ACKNOWLEDGMENT:

Add. No. 1 Dated 3/5/18 / Add. No. _____ Dated _____

Add. No. _____ Dated _____ / Add. No. _____ Dated _____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for Informal Quote for Brevard County Landfill Compactor.

VENDOR NAME Dobbs Equipment

ADDRESS 4333 N. Foam Young Hwy

AUTHORIZED SIGNATURE [Signature]

PRINTED SIGNATURE Jon Bates DATE 3/12/18

TELEPHONE # 407-292-1212 FAX # 407-297-1536

EMAIL: jon.bates@dobbsequipment.com

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS
INFORMAL QUOTE FOR LANDFILL COMPACTOR

INDEMNIFICATION

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

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

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

INSURANCE REQUIREMENTS

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

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

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

Workers' Compensation and Employers Liability Insurance covering all employees of the vendor and subcontractors, as required by law.

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

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

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

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

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



Florida Sherriff's Association
Florida Association of Counties
Contract Number FSA17-VEH15.0
Specification #62, 80,000lb Landfill Compactor

March 12, 2018

Brevard County Solid Waste

Attn: Sherry Loadholtz

Nortrax is pleased to quote you on the following equipment:
One new **Bomag BC772RB-4** per contract specifications:

Contract Price:		\$540,770.00
Upgrade to BC1172RB-4:		\$292,875.00
<u>Equipment Included in upgrade:</u>		
BC1172RB-4 Tier 4 Sanitary Landfill Compactor		
Bomag Telematic Poower		
Burgluary Protection		
K9-Auxillary Cabin Heating		
T59 Premium Wheels		
Bomag 17'1" Straight Blade		
FL2-Fire Extinguisher		
<u>Non-Stated Options</u>		
Caron Double Semi U Blade	\$ 126,130.00	
Less 15% Contract Discount	<u>(\$ 18,919.50)</u>	
Non-Stated Options Total:		\$ 107,210.50
<u>Less Standard Option:</u>		
Bomag 17'1" Straight Blade		(\$ 33,415.00)
<u>Warranty:</u>		
Total Machine including Engine for 4 yrs / 9,000 hrs		\$ 47,500.00
<u>Fire Suppression:</u>		
Install plus TMR		\$ 18,400.00
<u>Total Maintenance and Repair</u>		
4 Years / 9,000 Hours		\$ 155,233.00
Less Trade of 2014 AL-JON 600 Serial # 15064:		(\$110,000.00)
Less Dobbs Discount:		(\$ 72,750.00)
TOTAL DELIVERED TO BREVARD COUNTY SOLID WASTE:		\$945,823.50

***GUARUNTEED BUYBACK OF 2018 BOMAG BC1172RB-4 (not included in quote): \$50,000.00

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