



BOARD OF COUNTY COMMISSIONERS

9/21/2021
Public Works Department
2725 Judge Fran Jamieson Way
Building A, Room 201
Viera, Florida 32940

Inter-Office Memo

TO: Commissioner Kristine Zonka, Chair

THRU: Frank Abbate, County Manager *Yza*

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

THRU: Marc Bernath, Public Works Director **Bernath, Marc**
Digitally signed by Bernath, Marc
DN: cn=Bernath, Marc,
email=Marc.Bernath@brevardfl.gov
Date: 2021.12.15 10:28:53 -05'00'

THRU: Leo Da Silva, Facilities Building & Operations Manager **DaSilva, Leonardo**
Digitally signed by DaSilva, Leonardo
Date: 2021.12.15 09:56:21 -05'00'

FROM: Mary Bowers, Facilities Support Services Manager **Bowers, Mary**
Digitally signed by Bowers, Mary
Date: 2021.12.14 15:04:49 -05'00'

RE: Fire Station #67 Modular
Agreement Between Owner and Construction Manager

DATE: December 02, 2021

The Board of County Commissioners approved the replacement of Fire Station #67 as part of the Fire Rescue Departments Fiscal Year 2021-2022 Capital Improvements Program. A Work Order was submitted to Facilities to complete the design and construction. Design has been completed and construction is ready to commence. Scope of Work shall include providing Construction Management (GMP at Risk) services to provide a new pre-manufactured modular building at 11 N. Nieman Avenue, Melbourne.

The contract with Heard Construction, in the amount of \$745,098.46, has been reviewed and approved by the County Attorney's Office and Risk Management per Administrative Order AO-29.

Please find one original contract for execution and forward.

Clerk to the Board: Facilities requests one fully-executed contracts be returned to our office.

Feel free to contact our office if you have any questions.

Encl: AO-29 Contract Review and Approval Forms
Fire Rescue Department approved Capital Improvement Program
Contract with Heard Construction

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Heard Construction, Inc.		2. Amount: 745,098.46	
3. Fund/Account #:		4. Department Name: Public Works/Facilities	
5. Contract Description: Fire Station #67 Modular			
6. Contract Monitor: Mary Bowers		8. Contract Type: CONSTRUCTION	
7. Dept/Office Director: Marc Bernath			
9. Type of Procurement: Request for Qualifications (RFQ)			

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bowers, Mary <small>Digitally signed by Bowers, Mary Date: 2021.11.22 16:16:01 -05'00'</small>
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt <small>Digitally signed by Lairsey, Matt Date: 2021.11.29 12:24:44 -05'00'</small>
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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

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CONTRACT REVIEW AND APPROVAL FORM

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COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bowers, Mary <small>Digitally signed by Bowers, Mary Date: 2021.11.22 16:16:01 -05'00'</small>
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Esseeesse, Alexander <small>Digitally signed by Esseeesse, Alexander Date: 2021.11.29 10:02:07 -05'00'</small>

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
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"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>

Fire Rescue Department

Fiscal Year 2021-2022 Capital Improvements Program

Program Name	Description	Funding Source	Total Cost
Fire Operations	Burn Building & Tower Replacement	Fire Assessment	\$700,000
Fire Operations	Station 86 Land Acquisition and Engineering	Fire Assessment, General Fund, M S T U, User Fees	\$650,000
Emergency Medical Services	Station 67 Replacement	General Fund, User Fees	\$400,000
Emergency Medical Services	Station 88 Replacement	General Fund, User Fees	\$425,000
Emergency Medical Services	Station 84 Land Acquisition and Engineering	General Fund, User Fees	\$550,000
Total Funded For Department			\$2,725,000

Fire Rescue Department

ICY MEDICAL SERVICES**7 Modular Replacement**

1, 2020 through February 15th, 2022

Costs and Service Impact

on Brevard District School property in Melbourne and has substantial mold and other issues which has rendered the structure air. Funds will be utilized for initial design, engineering, site preparation, and utilities for a new modular structure to be funded from facilities.

All Prior Fiscal Years	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026 & Future	Total Revenue
\$ -	\$ 393,725	\$ 6,275	\$ -	\$ -	\$ -	\$ -	\$ 400,000
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ 393,725	\$ 6,275	\$ -	\$ -	\$ -	\$ -	\$ 400,000
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ 35,300	\$ -	\$ -	\$ -	\$ -	\$ 35,300
\$ -	\$ -	\$ 364,700	\$ -	\$ -	\$ -	\$ -	\$ 364,700
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ 400,000

**FIRE RESCUE DEPARTMENT
FISCAL YEAR 2021-2022 CAPITAL IMPROVEMENTS PROGRAM**

Program Name	Description	Funding Source	Total Cost
Fire Operations	Burn Building & Tower Replacement	Fire Assesment	\$700,000
Fire Operations	Station 86 Land Acquisition and Engineering	Fire Assesment, General Fund, MSTU, User Fees	\$650,000
Emergency Medical Services	Station 67 Replacement	General Fund, User Fees	\$945,156
Emergency Medical Services	Station 88 Replacement	General Fund, User Fees	\$425,000
Emergency Medical Services	Station 84 Land Acquisition and Engineering	General Fund, User Fees	\$550,000
Total Funded For Department			\$3,270,156

**REQUEST FOR CHANGE TO REQUESTED BUDGET, BDG-10
BREVARD COUNTY BUDGET OFFICE**

FUND:	1351	DEPARTMENT:	FIRE RESCUE
DATE	08/13/2021	PROGRAM:	EMERGENCY MEDICAL SERVICES (EMS)
SAP HELD DOCUMENT NUMBER:	FR1351 PT2		

REVENUE CHANGE:

EXPENDITURE CHANGE:

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
3021000 LESS 5 PERCENT	\$-37,556.00	5340000 Other Contract Service	\$ 328,422.00
3699000 OTHER MISC REVENUE	\$751,134.00	5650000 Construction	\$ 545,156.00
3861355 Intra Tran Fr 1355	\$160,000.00		
TOTAL	\$873,578.00	TOTAL	873,578.00

PERSONNEL CHANGE: 0

EXPLANATION / JUSTIFICATION:

Revenue- Fire Rescue is projecting increase in revenue per the Public Emergency Medical Transportation Agreement from Agency for HealthCare Administration in the amount of \$713,578.00 per the August 3rd update models provided by the Agency. In addition, \$160,000.00 has been approved to be transferred towards Station 67 project for the completion of the station rebuild during FY22.

Expenditures- This increase shall be applied towards the initial payment for the program estimated to be \$888,835.00, an increase of \$328,422.00 and the rest, \$385,156.00, towards the completion of Station 67. Station 67 construction costs has increased since the initial budgeted amount of \$400,000.00. In addition, the \$160,000.00 in transfers are being added to this expense.

Approvals:

Date Entered:

Department Director

Budget Office Director

Assistant County Manager

County Manager

Wallace, Matthew

Digitally signed by Wallace, Matthew
Date: 2021.08.18 12:41:10 -0400

Brevard County Budget vs Actuals		Date: 11/29/2021		Page: 1 / 1	
Financial Management Area BC01 Brevard County 200 Area					
Fiscal Year		2022		Version 0	
Fund/Group		1351		Functional Area/Group	
Funds center/Group		*		000HZ_535, AGREXT	
				6525400	
				Period/Group	
				0..999	
Commitment Items		Adopted Budget	Current Budget	All Commitments	Actuals
					Available Budget
* 526 Ambulance and Rescue Servi		945,156.00	945,156.00	29,439.92	915,716.08
** 52 Public Safety		945,156.00	945,156.00	29,439.92	915,716.08
*** Expenditure Items		945,156.00	945,156.00	29,439.92	915,716.08
**** Total		945,156.00	945,156.00	29,439.92	915,716.08

CONSTRUCTION MANAGER AGREEMENT BETWEEN BREVARD
COUNTY AND HEARD CONSTRUCTION, INC.

THIS AGREEMENT is made the 3rd day of December, 2021 between **BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940 (hereinafter referred to as the "County"), and **HEARD CONSTRUCTION, INC.** (hereinafter referred to as "Construction Manager"), whose address is 95 East Hall Road, Merritt Island, Florida 32954, a company licensed to do business in the State of Florida.

WHEREAS, Heard Construction, Inc. and the Board of County Commissioners of Brevard County, Florida (County) entered into Agreement, Contract No. 3040, effective July 18, 2018 for Continuing Construction Manager At Risk Services; and

WHEREAS, the County requests the Construction Manager procure and install a premanufactured modular building at Fire Station #67 located at 11 N. Nieman Avenue, Melbourne, FL.

NOW, THEREFORE, in consideration of the mutual understanding and covenants set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1

THE CONSTRUCTION TEAM AND EXTENT OF AGREEMENT

The Construction Manager accepts the relationship of trust and confidence established between it and the County by this Agreement. The Construction Manager covenants with the County to furnish the best skill and judgment and to cooperate with the Architect/Engineer in furthering the interests of the County as outlined herein. The Construction Manager agrees to furnish efficient business administration and superintendence and use its best efforts to complete the Project as described in Attachment "B", Scope of Work, in the best and soundest way, and in the most expeditious and economical manner consistent with the interest of the County.

- 1.1 The Construction Team - The Construction Manager, the County 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).

County - Brevard County Board of County Commissioners, Public Works Department - Facilities, 2725 Judge Fran Jamieson Way, Building A, 2nd Floor, Viera, Florida 32940, (321) 633-2050; facsimile (321) 633-2101. For purposes of this Agreement, the County 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 Guaranteed Maximum Price (G.M.P.), any Conditions of the Contract between the County 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 below, 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 County.

Construction Manager – Heard Construction, Inc.

Architect/Engineer – Construction Engineering Group, Inc.

Project Director - The person designated by the County to provide direct interface with the Construction Manager with respect to the County's responsibilities. Tim Lawry is the designated Project Director, and Mike McGrew is the designated Construction Coordinator. Such designated individuals may be changed/substituted upon written notice to the other party.

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

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

Guaranteed Maximum Price (G.M.P.) - 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 (G.M.P.) does include the cost for County direct purchases, however, all County 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 this Agreement, that the County 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 County; 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 between the County 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 County three (3) sets of signed, sealed and dated drawings, specifications and other documents upon which the G.M.P. is based; shall acknowledge on the face of each document of each set that it is the set upon which he based his G.M.P.; and shall send one (1) set of the documents to the Project Director along with his G.M.P. proposal, while keeping one (1) set for itself 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 the County 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 Paragraphs 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, whenever feasible, both phases

shall proceed concurrently.

2.1 PRE-CONSTRUCTION PHASE

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

2.1.2 Consultation - Construction Manager will provide Design Disciplines, Construction Documents, and 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 Agreement 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 County and Architect/Engineer options for systems and components that are cost-effective, efficient, and easy to maintain.

Construction Manager, with Architect/Engineer, has scheduled and attended, and will continue to jointly schedule and attend, **weekly** progress meetings (*or as determined by the Project Director or Project Manager*) with County and Architect/Engineer. Construction Manager has and will continue to consult with County and Architect/Engineer 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.

The Construction Manager is required to be registered with and utilize the U.S. Department of Homeland Security's E-Verify System, in accordance with the terms governing use of the system, to confirm the employment eligibility of any employee hired during the term of the Agreement. The Construction Manager shall also expressly require any contractor or subcontractor performing work or providing services pursuant to this Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the Agreement term.

2.1.3 Preliminary Project Schedule - Construction Manager has prepared a Preliminary Construction Schedule, a copy of which is attached as **Attachment "E"**. Construction Manager shall coordinate and integrate the Preliminary Project

Schedule with the services and activities of the County, Architect/Engineer 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 its 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 County, 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 County, 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 County and Architect/Engineer 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. County will promptly reply in writing to Construction Manager if County has an objection to any such subcontractor or supplier. The receipt of such list shall not require County to investigate the qualifications of proposed subcontractors or suppliers, nor shall it waive the rights of County to later object to or reject any proposed subcontractor or supplier.
- 2.1.5 Long Lead and County Direct Procurement - The Construction Manager shall review the design for the purpose of identifying long lead and County 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 County 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, County 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 County and County's professional consultants. The Construction Manager shall be responsible for complying with all applicable laws, statutes, ordinances, building codes, rules and regulations. If Construction Manager recognizes that portions of the Drawings and Specifications are at variance therewith, Construction Manager shall promptly notify County and Architect/Engineer 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 County 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 County.

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.
- (2) Subcontractor Interfacing - The Construction Manager shall be the single point of interface with all Subcontractors for the County, 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 County and Architect/Engineer of

their validity and reasonableness, acting in the County's best interest prior to requesting approval of each change order from the County. Before any work is begun on any change order, an executed Authorization to Initiate Work form from the County 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 County, conduct a pre-bid conference with prospective bidders, the Architect/Engineer and Project Director. In the event questions are raised which require an interpretation of the bidding documents or otherwise indicate a need for clarification or correction of the invitation, the Construction Manager shall transmit these to the Architect/Engineer and, upon receiving clarification or correction in writing, shall prepare an addendum to the bidding document, and issue same to all of the prospective bidders.
- (4) In accordance with Article 2.4.2 the Construction Manager shall open and review all bids and enter into contract(s) with those low bidders

determined to be most qualified by the Construction Manager. The Construction Manager shall make every effort to follow the County's Pre-Qualification Ordinance 98-37 (**Attachment "F"**) for applicable subcontract trades.

2.2.3 **Bonds** - For those projects where the cost will exceed \$100,000.00, in accordance with the provisions of Section 255.05, Florida Statutes, the Construction Manager shall provide to the County, on form furnished by the County (**Attachment "G" and "H"**), certified copies of the recorded 100% Construction Bond in an amount not less than the total construction cost (GMP) as defined in Article 9 and inclusive of the construction fee. *Bond shall be recorded (by the Construction Manager) in the official record of the County in which the project is located.* The Construction Manager 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 County and Architect/Engineer, to assure quality control of the construction (*this may include personnel if approved by the County*). 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 County shall be the final judge of performance and acceptability.

2.3 **Guaranteed Maximum Price (G.M.P.) 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 (G.M.P.), 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 (G.M.P.) is hereby established at **\$745,098.46**. *The final approved G.M.P. spread sheet is hereby attached as **Attachment "I"** to and shall become a part of this Agreement between County 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 Construction Manager's use to cover costs arising from unforeseen conditions in the project. Construction Manager's contingency is hereby established as **Twenty-Nine Hundred Dollars (\$2,900.00)** within the Guaranteed Maximum Price (G.M.P.).

2.3.3 **Basis of Guaranteed Maximum Price (G.M.P.)**

The Guaranteed Maximum Price (G.M.P.), 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 (G.M.P.) proposal to supplement the information contained in the Drawings and Specifications.
- (3) The Preliminary Construction Schedule (**Attachment "E"**).

2.3.4 Included within the Guaranteed Maximum Price (G.M.P.) is the Construction Manager's fee. The Construction Manager's Fee is hereby established as **\$80,990.47 (see breakout in GMP)** 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 (G.M.P.). The Construction Manager's Fee shall constitute Construction Manager's total compensation for profit. All costs in excess of the final approved G.M.P. (as reduced by County direct purchases, if any, in accordance with **Attachment "C"**) are the responsibility of the Construction Manager. Any savings between the G.M.P. (as reduced by County direct purchases) and the sum of the actual cost of the Project plus the Construction Manager's fee will be returned to the County.

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 County may specifically authorize in writing.

2.3.6 The Guaranteed Maximum Price (G.M.P.) 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 (G.M.P.) shall include in the Cost of the Project only those taxes which are enacted and in effect at the time the G.M.P. was determined. The County shall not be responsible for any taxes for which it is exempt from by law.

2.4 Construction Phase

2.4.1 General

- (1) The Construction Phase shall commence on the date identified in the Notice to Proceed to be issued by the County.
- (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.

- (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 County and Construction Manager. In such case, the County shall have the right of approval of the qualifications of replacement personnel. Such approval will not be reasonably withheld.
- (4) 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.
- (5) 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 County and the Architect and shall be the one who will be continued in that capacity for the duration of the project, unless the County 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.
- (6) Lines of Authority - The Construction Manager shall establish and maintain lines of authority for its personnel, and shall provide this description/definition to the County and all other affected parties such as the code inspectors of the permitting authorities, the subcontractors, the Architect/Engineer and the County's representatives, to provide general direction of the work and progress of the various phases and subcontractors. The County 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

- (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 County and Architect/Engineer for review and comment. Based upon that review and comment, Construction Manager shall then determine, subject to the reasonable objection of Architect/Engineer or County, 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 County.

- (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 County.
- (3) Construction Manager shall schedule and conduct weekly meetings at which County, Architect/Engineer, 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.
- (4) Promptly after County'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 County's occupancy requirements. Construction Manager will submit monthly updates to the Schedule until the project is completed.
- (5) Construction Manager shall provide Monthly Written Reports to County 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 County may require. The log shall be available to County 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 County and Architect/Engineer in writing. County 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 Section 255.40, Florida Statutes, the County will require that the Construction Manager 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 County. Construction Manager will provide one (1) approved Submittal or Shop Drawing to County.
- (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 County and the Architect/Engineer including information on the Subcontractor's work, and the percentage of completion. Keep a daily log available to the County, the Architect/Engineer and the Permitting Authority inspectors.
- (7) Substantial Completion - The Construction Manager shall secure the Certificate of Occupancy and notify the County 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 County. The inspection will be conducted jointly between the Architect/Engineer, County 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 County'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 County, 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 County for final acceptance.

The County and Architect/Engineer shall conduct the inspections. The County may elect to have other persons of their choosing also participate in the inspections. If one or more re-inspections are required, the Construction Manager shall reimburse the County for all costs of re-inspection or, at the County'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 County'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 County and Architect/Engineer for reference or review.

- (12) County Occupancy:
The Construction Manager shall provide services during the Construction Phase which will provide a smooth and successful County occupancy of the Project. The Construction Manager shall provide consultation and project management to facilitate County occupancy and provide transitional services to get the work, as completed by the contractors "on

line" in such conditions as will satisfy County 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 County 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 County 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 County 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 County 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 County any specific written warranties given by others as required by the Contract Documents. **Also, the Construction Manager shall conduct, jointly with the County and the Architect/Engineer, a warranty inspection nine (9) months after the date of County Occupancy. This warranty inspection will be scheduled by a representative of the County.**

ARTICLE 3

COUNTY'S RESPONSIBILITIES

- 3.1 County's Information - The County shall provide full information regarding County's requirements for the Project.

- 3.2 County's Representative/Project Director - The County shall designate a representative who shall be fully acquainted with the Project and shall define the lines of County authority to approve Project Construction Budgets, and changes in Project. The County's representative shall render decisions promptly and furnish information expeditiously.
- 3.3 Architect and Engineer's Agreement - The County 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 County and the Architect/Engineer, a copy of which will be furnished to the Construction Manager upon request.
- 3.4 Approvals and Easements - The County 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 County shall furnish such legal services as may be necessary for providing the items set forth in Article 3 and such auditing services as the County may require.
- 3.6 Drawings and Specifications - The County 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 County'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 County becomes aware of any fault or defect in the Project or non-conformance with the drawings and specifications, the County shall give prompt written notice thereof to the Construction Manager and Architect/Engineer.
- 3.9 Funding - The County 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 County 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 County shall establish and maintain lines of authority for

County's personnel and shall provide this definition to the Construction Manager and all other affected parties.

- 3.12 Permitting & Code Inspections - The County 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 County 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 (G.M.P.) and secured and paid for by the Construction Manager. County Impact and Solid Waste fees will also be paid by the County. Copies of all permits shall be submitted to the County.
- 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 G.M.P., the Construction Manager shall promptly notify the Architect/Engineer and County, 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 County, 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 County 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 County 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 this Agreement and associated Contract Documents, and to assume toward the Construction Manager all the obligations and responsibilities which the Construction Manager by this Agreement, assumes toward the County and the Architect/Engineer. Said agreements shall preserve and protect the rights of the County 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**

The Subcontractor's exclusive remedy for delays in the performance of the work outlined herein caused by events beyond its control, including delays claimed to be caused by the County or Architect/Engineer or attributable to the County 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 to expressly agree that the foregoing constitutes its sole and exclusive remedies for delays and changes in the work and, thus, eliminates 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 County, 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 County 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 (G.M.P.) is established, as provided for in Article 7, a Project Substantial Completion Date, a Project Final Completion Date and a County 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 County 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 County.

It is specifically agreed by and between the parties that the County may deduct a sum in the amount scheduled below from the amount of compensation to be paid to 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 County 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. Both parties agree that the below-listed numbers apply based on an estimate of

damages, per day, that are anticipated to result due to the Construction Manager's failure to complete the Project.

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 County 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 (G.M.P.) to the County for its approval, guaranteeing the maximum price to the County, for the construction cost of the Project or designated part thereof, based on a review of the contract drawings and specifications. Such G.M.P. will be subject to increase or deduction for changes in the Project as provided in Article 10 and for County direct purchases, if any, in accordance with **Attachment "C"**. All costs in excess of the final approved G.M.P., as adjusted up or down in accordance with the terms of this Agreement, are the responsibility of the Construction Manager. Any savings between the G.M.P., as adjusted, and the sum of the actual cost of the Project plus the Construction Manager's fees, will be returned to the County. The G.M.P. includes all taxes in the Cost of the Project which were legally enacted and in effect at the time the G.M.P. was established.
- 7.2 **County-Direct Purchases** - In the event the County opts to make County 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 County. The Construction Manager shall diligently process all County Direct Purchase invoices for the project in order for the County to benefit from applicable vendor discounts. The Construction Manager will be required to submit all invoices to County 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. County 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 G.M.P. 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 County. Documentation for use of the Contingency shall be determined by the Construction Team. The Architect/Engineer and County shall verify and approve the actual costs.

If bids are received above the applicable line item in the G.M.P. the deficiency will be taken from the contingency via an approved Authorization to Initiate Work/G.M.P. Realignment form; however, such events shall not be cause to increase the G.M.P. If bids are not received for a portion of the work at or below the applicable line item amount in the G.M.P., 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 County agrees to pay the Construction Manager as compensation for his services fees as set forth in Subparagraphs below subject to the retainage specified below.
- (1) Construction Phase Fee - Prior to commencement of the Construction Phase, the County will direct the Construction Manager in writing to proceed into the Construction Phase. The County 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 County. 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 County.

- (2) 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.
- (3) 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 G.M.P. (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 County for approval a Guaranteed Maximum Price, guaranteeing the maximum price to the County, 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 County 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 County direct purchases made in accordance with **Attachment "C"** upon completion of the Project. Such costs shall include the items set forth below in this Article, and shall also include, but are not limited to, those set forth in **Attachment "M"** - "Allowable General Conditions".

The County 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 County 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 County, the Construction Manager, when qualified, may self-perform all or a portion of the work for any item listed on the estimate or G.M.P. 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 County, including handling claims for changes by subcontractors and vendors, subject to the following limitations:
 - (a) The County 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 County, including temporary water, heat, power, sanitary facilities, telephones, radios and computers with software.

9.3 Allowances

Within the G.M.P., there may be specific items which the Construction Manager and County 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 County or (B) an actual buyout of the item), the G.M.P. 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 G.M.P. shall be adjusted by reason thereof, by Change Order. Allowances must be agreed to by both parties. Allowances included within the G.M.P. constitute approval of said allowances at the time the Guaranteed Maximum Price is approved.

9.4 Public Records Law and Audit Requirements

In the performance of this Contract, the Construction Manager, shall keep books, records and accounts of all activities related to the Contract in compliance with generally accepted accounting procedures and in compliance with the Public Records Laws of the State of Florida (Including, but not limited to Chapter 119, Florida Statutes).

All records or documents created by Construction Manager or provided to Construction Manager by the County in connection with the activities or services provided by Construction Manager under the terms of this agreement, are public records and Construction Manager agrees to comply with any request for such public records or documents made in accordance with Section 119.07, Florida Statutes.

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

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

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

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

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

Failure to comply with the provisions of this Section 9.4, shall result in the County taking enforcement action against the Construction Manager including the cost to the County for gaining the Construction Manager's compliance which will include, but are not limited to, the gross hourly rate of the County's employee(s) contacts to the Construction Manager to obtain compliance with this section, litigation filing fees and attorney's fees.

IF THE CONSTRUCTION MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRUCTION MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE FACILITIES DIVISION, MARY BOWERS AT (321) 633-2050, mary.bowers@brevardfl.gov, 2725 Judge Fran Jamieson Way, Suite A207, Viera, FL 32940.

ARTICLE 10

CHANGES IN THE PROJECT

- 10.1 Change Orders - The County, 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 G.M.P., and/or the Construction Completion Date. All changes in the Project G.M.P. 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 County, Architect/Engineer and Construction Manager before the change is implemented. It shall be the County's discretion as to whether each change order requires the Architect/Engineer 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, 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; or (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 County, Architect/Engineer, 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 G.M.P. 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 County;
- (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 Subparagraph 10.1.3 is agreed upon, the Construction Manager, provided he receives a written order signed by the County, 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 County. In such case, and also under Article 10.1.3 above, the Construction Manager shall keep and present, in such forms as the County 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 County 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 County 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 County 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 County 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 County. The Architect/Engineer will evaluate the alleged unknown or concealed condition and, if warranted, recommend to the County that the G.M.P. 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 County 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 County 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 County 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 County an itemized breakdown of the quantities and prices used in computing the change in Contract price.

The County 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 County's discretion as to whether each change order requires the Architect/Engineer 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.

- (1) If the Construction Manager is delayed at any time in the progress of the work by any act or neglect of the County or the Architect/Engineer or of any employee of either or by any separate Construction Manager employed by the County 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 County 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.
- (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 County. 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 County 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 County nor the Construction Manager shall be considered to own the schedule float time.

10.3 Minor Changes in the Project (Realignment of Work)

The County 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 County's discretion as to whether a Realignment of Work requires the Architect/Engineer 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 (G.M.P.).

- 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 County to the extent the Cost of the Project is paid directly by the County or from a fund made available by the County 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 County 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 County 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 COUNTY 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 COUNTY.

The parties agree that the retainage amount can be kept at ten percent (10%) through 50-percent completion of the Project as the Continuing Construction Manager (at risk) Services Agreement governing this Agreement was entered into in 2018 despite the cap outlined in Section 255.078, Florida Statutes, reducing the retainage to five percent (5%). County 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 County from loss because of:

- (1) defective work not remedied;
- (2) third party claims filed or reasonable evidence indicating probable 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 County is unwilling to certify payment in the amount of the Application for Payment submitted by the Construction Manager, County will provide Construction Manager with written reasons for its refusal, within three (3) calendar days. If Construction Manager and County cannot agree on a revised amount, County will, within one (1) day of the aforesaid notification, promptly issue a Certificate for Payment as to the undisputed amount with respect to which County 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 debts connected with the Project have been paid or otherwise satisfied, warranty information is complete, Final As-Built in AutoCad format acceptable to the County, have been submitted and instruction and documentation for the County'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 County 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 County, 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. The County's liability obligations hereunder shall be subject to the right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Nothing herein shall constitute a waiver of the County's sovereign immunity.
- (2) The County shall cause any other Construction Manager who may have a contract with the County to perform construction or installation work in the area where work will be performed under this Agreement, to agree to indemnify the County 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 County and have been approved by the County, nor shall the Construction Manager allow any Subcontractor to commence work on his subcontract until all insurance required of the Subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida.
 - a. Workers' Compensation and Employer's Liability Insurance - Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, vendor or supplier.
 - b. Commercial General Liability - Including but not limited to bodily injury, property damage and personal injury with limits of not less than \$1,000,000.00 combined single limit per occurrence, including products and completed operations, to include:
 1. "XCU" (Explosion, Collapse, Underground Damage) - The Construction Manager's Liability Policy shall provide "XCU" coverage.
 2. Broad Form Property Damage Coverage, Products and Completed Operations Coverage - The Construction Manager's Liability Policy shall include Broad Form Property Damage Coverage, Products and Completed Operations Coverages.

3. Contractual Liability Work Contracts - The Construction Manager's Liability Policy shall include Contractual Liability Coverage designed to protect the Construction Manager for contractual liabilities assumed by the Construction Manager in the performance of this 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. Construction Bond - With limits of not less than 100% of the total construction cost of this project. Construction 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 or Construction 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 County 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 County shall be furnished proof of coverage of Insurance as follows:

Certificate(s) of Insurance will be furnished to the County 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 County 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 County.

13.3 Waiver of Subrogation

- (1) The County 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 County and Construction Manager as trustees. The Construction Manager shall require similar waivers from all Subcontractors and their Sub-subcontractors.
- (2) The County 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.
- (3) The County waives subrogation against the Construction Manager on all property and consequential loss policies carried by the County on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.
- (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 County 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 COUNTY'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 County, then the Construction Manager may, upon seven (7) days written notice to the County, 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 County's Right to Perform Construction Manager's Obligations and Termination by County for Cause -
- (1) If the Construction Manager fails to perform any of its obligations under this Agreement, the County may, after seven (7) days written notice during which period the Construction Manager fails to perform such obligations, make good such deficiencies. The G.M.P., or the actual cost of the Project, whichever is less, shall be reduced by the cost to the County 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 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 County 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 County may be deducted from any payments left owing the Construction Manager (excluding monies owed the Construction Manager for subcontract work).

14.3 Termination by County for Convenience

- (1) If the County terminates this Agreement other than pursuant to Article 14.2(2) or Article 14.3(2), it shall reimburse the Construction Manager for any unpaid, uncontested 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 County's Construction Budget. The County shall also pay to the Construction Manager fair compensation, either by purchase or rental at the election of the County, for any equipment retained. In case of such termination of Agreement the County 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 County, the County 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 County, for cause, which is later determined to be invalid shall be considered a termination by County for convenience.

14.4 Termination for Prohibition Against Contracting with Scrutinized Companies

- (1) The Construction Manager certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the County may immediately terminate this Agreement at

its sole option if the Construction Manager or its subcontractors are found to have submitted a false certification; or if the Construction Manager, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

If this Agreement is for more than one million dollars, the Construction Manager certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the County may immediately terminate this Agreement at its sole option if the Construction Manager, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Construction Manager, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

The Construction Manager agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

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

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

ARTICLE 15

ASSIGNMENT AND GOVERNING LAW

15.1 Neither the County 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 County'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 County 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 County, by drawings or otherwise, require extra Work not covered by the Contract and not discoverable with due care of the plans and specifications, then, except in emergencies endangering life or property, Construction Manager shall give the Architect/Engineer and the County written notice thereof before proceeding to execute the Work. Said notice shall be given promptly enough to avoid delay in the Work and in no instance later than twenty (20) calendar days after receipt of such instructions.

The Construction Manager must submit a Notice of Claim to the Architect/Engineer and to the Architect/Engineer within twenty (20) days of when the Construction Manager was or should have been aware 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 a copy of the Notice of Claim to the County.

Manager shall submit to the County 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 County 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 County, 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 County action (not actions for breach of contract or tort) the County's written decision following compliance with the dispute resolution procedure set forth in sections 16.4 through 16.6 below shall be final County 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 County 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 G.M.P., 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

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

- 17.1 The County reserves the right to perform construction or operations related to the Project with the County'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 County, the Construction Manager shall make such claim as provided in this Agreement.
- 17.2 The County shall provide for coordination of the activities of the County'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 County 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 County until subsequently revised.
- 17.3 Unless otherwise provided in the Contract Documents, when the County performs construction or operations related to the project with the County's own forces, the County 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 County, 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 County or a separate contractor, the Construction Manager shall, prior to proceeding with that portion of the Work, promptly report to the Architect/Engineer or County 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 County's or separate contractors completed or partially completed construction is fit and proper to receive the Construction Manager's Work, except as to defects not then reasonably discoverable.

- 17.6 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible thereof.
- 17.7 The Construction Manager shall promptly remedy damage wrongfully caused by the Construction Manager to completed or partially completed construction or to property of the County 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 County 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 G.M.P. 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 G.M.P. will be reason to declare your proposal "non-responsive" to the proposal requirements. However, the information will be used for statistical purposes only and will not be used in any way as a basis to award a contract. See **Attachment "P"**.
- 18.6 Public Entity Crime Affidavit attached as **Attachment "P"**.
- 18.7 Non-Collusion Affidavit of Prime Bidder attached as **Attachment "Q"**.
- 18.8 Copyright Clause No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this agreement shall be subject to copyright by Contractor in the United States or any other Country.
- 18.9 Employment Eligibility Verification (E-Verify)
- (1) The Construction Manager:
- (a) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Construction Manager during the term of this Agreement; and
 - (b) shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement; and
 - (c) agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County consistent with the terms of the Construction Manager's enrollment in the program. This includes maintaining a copy of proof of the Construction Manager's and subcontractors' enrollment in the E-Verify Program.
 - (d) Compliance with the terms of this section is made an express condition of this Contract and the County may treat a failure to comply as a material breach of this Agreement.


- (e) A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E verify program, the contractor hires or employs a person who is not eligible for employment.
- (f) Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

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


ATTEST:


Rachel Sadoff, Clerk

Reviewed for legal form and content
for Brevard County


Alex Essee Asst County Attorney

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA


Kristine Zonka, Chair
Brevard County Commission

Date

As Approved by the Board on: 9/21/2021

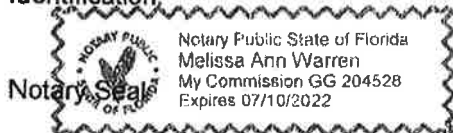
Heard Construction, Inc.

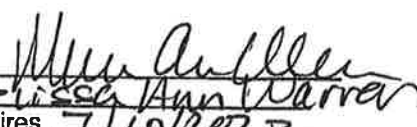
By: 

Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12/1/21 2021 by Andrew Day of Heard Construction corporation, on behalf of the corporation, he/she is personally known to me or has produced _____ as identification.



Notary Signature 

Notary Public Melissa Ann Warren

My Commission Expires 7/10/2022

ATTACHMENT "A"

CONSTRUCTION TEAM ASSIGNED REPRESENTATIVES

County

Brevard County Facilities Department

Tim Lawry
Mike McGrew
Mary Bowers
Sherry Collett

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

Architect-Engineer

Construction Engineering Group

Construction Manager

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

ATTACHMENT "B"
Fire Station 67
Scope of Work

Provide all labor, equipment, and materials for the following:

- Design, Engineer, deliver and construct/ set up a 64' x 27'-4" Premanufactured Modular Building.
- Modular is to be a two (2) unit structure built to conform to the drawings supplied with this. The structure shall be built here in Florida and must meet all current Florida Building and Fire Codes with a minimum wind rating of 160 mph.
- Contractor shall supply all engineering designs for the structure, and foundation set up and hold down.
- Owner shall supply City of Melbourne approved Site Plans through C.E.G.
- Contractor is to bid the structure per the drawings and specifications provided.
- Contractor shall disconnect, transport and reconnect the existing generator located at 11 North Neiman Avenue as close to move in day as possible.

Modular Specifications

Exterior

- Exterior Siding of structure shall be Painted Hardi-Plank caulked and painted per manufacturers specifications.
- Paint shall be Sherwin Williams Super Paint per Sherwin Williams recommended specifications. Colors to be determined by Owner.
- All exterior windows shall be factory finished white and high impact hurricane rated.
- Each window shall be equipped with white Hurricane Rated Accordion Shutters.
- Exterior Doors- Three (3) 3'-0" x 7'-0"
 - All exterior doors shall Hurricane Rated FRP door and frame systems (Tiger Door Extreme Duty Hurricane Rated Doors and Frames, Large Missile Impact Rated). Prefinished w/ 25-30 mil gelcoat with semi-gloss urethane topcoat finish, fiberglass tube, stile, and rail, polypropylene (PPC) honeycomb core, fiberglass tube midrail, a muscular bi-axial glass fiber structural reinforcement, and non-hygroscopic polymer blocking hardware reinforcements. Color options: polar white, mist gray, or primer for field paint (Owner to select color).
 - All exit doors shall be equipped with panic hardware and Simplex L1000 Series Heavy Duty Cypher Combination Locks with a BEST compatible figure eight core for override key. Combo to be determined by Fire Rescue.
 - Provide and install a FRP 12"x12" light kit w/ 1/4" MR-10 Lexan for all exterior doors.
 - Provide and install high use commercial grade closer.
 - Provide and install stainless kick plate.
 - Provide and install stainless kick down door holder and floor stop.
 - Provide all maximum weather seal options with door assembly.
- Roofing shall be standing seam metal roof with concealed fasteners. Roof style shall be gable end with minimal to no overhangs. Color to be determined by Owner.
- Wood Decks, Stair and Ramp are to be provided and installed per FBC.

- The main entrance shall be equipped with a PT Wood landing with stair and an A.D.A. accessible ramp level to the constructed sidewalk.
- The Laundry room exit shall be equipped with a PT Wood landing with stair level to the constructed sidewalk.
- The Dorm room exit shall be equipped with a PT Wood Deck 10'x10' with stair to finished grade.
- Foundation & Skirting
 - Provide and install a continuous perimeter footer foundation with a continuous 3-inch high curb above grade.
 - Provide and install a 2x4 PT wood structural framing on 3-inch high curb to support HardiPanel Skirting.
 - Provide and install HardiPanel Skirting on 2x4 PT wood framing from top of curb to bottom of exterior modular wall. Skirting to be flush with exterior wall.
 - Provide and install a two (2) 36"x36" Fiberglass Crawl Access Panel on each modular section. Location to be approved by Owner.
- Aluminum Canopy
 - Provide and install FBC approved Hurricane rated white Aluminum Canopy w/ Engineered Uplift drawings as necessary to cover the Front Entry Door Landing. Include required foundations.
 - Provide and install FBC approved Hurricane rated white Aluminum Canopy w/ Engineered Uplift drawings as necessary to cover the Laundry Room Entry Door Landing. Include required foundations.
 - Provide and install FBC approved Hurricane rated white Aluminum Canopy w/ Engineered Uplift drawings as necessary to support Fire Rescue Vehicle Drive Through 40' W x 30' L. (35'-6 3/4" W x 13'-8 3/8" H Clearance). Include required foundations.

Interior

- Floor decking shall be 3/4 inch tongue and groove plywood floor decking in all areas except the Restrooms and Laundry area which shall be 3/4 inch concrete board.
- Flooring shall be installed after the structure has been set, leveled and tied down. Flooring shall be LVP with 4-inch vinyl cove base. LVP by Tarkett- Event- Crafted Plank Provence 2131 or equal product (to be determined by Owner).
- Ceiling shall be 2'x2' Acoustical Drop Ceiling Grid by Armstrong or USG.
 - Restrooms and Laundry area ceilings shall receive Vinyl Drywall finish Armstrong Clean Room VL 870 or USG Clean Room 56091.
 - Main Building area ceilings shall be equivalent to 2'x2' Armstrong Dune 1774 w/ Humiguard Plus or USG Olympia Micro 4221.
 - Shower Ceiling shall be Moisture-resistant drywall painted with Sherwin Williams SuperPaint Satin.
- Drywall walls shall have an orange peel finish and receive Sherwin Williams Promar 200 HP Interior Latex (Eggshell Finish). Color to be determined by Owner.
- Kitchen Details
 - Kitchen shall be provided with Upper and Lower Wood Cabinetry w/ adjustable wood shelving, Laminate surface countertops w/ chamfered edge, raised

- laminate surface Breakfast Bar w/ chamfered edge, 3 Equal Size Separate Lockable Pantries w/ 1 adjustable shelf in each compartment.
 - Provide space and hook up for stove and hood vent.
 - Provide and install a standard residential hood with a single light and fan in the center w/ exhaust vent to the outside.
 - Provide and install a Guardian 1384B Suppression system on the hood vent.
 - Provide space and hook up for Refrigerator.
 - Provide space and hook up for Dishwasher.
 - Provide and install Stainless Steel Double Kitchen Sink w/ Moen Commercial Gooseneck Manual Faucet.
 - Provide and install Heavy Duty Disposal.
 - Provide plumbing connection for ice maker to refrigerator.
- Restroom Details
 - ADA Compliant Toilet and Shower
 - Shower shall have solid composite paneling for showers from the bottom of the commercial grade shower pan floor to the drywall ceiling. Provide samples for Owner Selection. Thin Fiberglass panels not acceptable. Paneling shall be at least ¼" thick and solid and made for showers.
- Interior Doors & Hardware- Seven (7) 3'-0" x 7'-0"
 - All interior doors to be Solid Core Imperial Oak
 - All interior doors to be equipped with Stanley or Marshal Best Lever Locksets w/ figure eight core.
 - Passage at Bunkroom, Workout Room, Laundry Room
 - Privacy at Restrooms
 - Entry/Office at Office and IT Closet
- Fire Suppression System
 - NFPA Fire Suppression System As required by City of Melbourne
- Fire Alarm System
 - As required by City of Melbourne
 - Silent Knight Non-Proprietary
- Electrical
 - Refer to electrical Drawings for minimal electrical requirements
 - All outlets to be labeled with Panel and Circuit.
 - Comply with Current FBC Electrical and Energy Efficiency requirements
 - All lighting shall be LED.
 - Provide and install five (5) Ceiling Fans w/ proper bracing where shown.
 - All lights on motion sensor shall have a standard override light switch to turn lights off if desired.
 - Generator to be relocated from previous Fire Station location
 - Power and lighting at Fire Rescue Canopy
 - Future Shed is to be anticipate to get power for small ac unit
 - Flag Pole Lighting
- Plumbing
 - Provide and Install Washer and Dryer hook ups.
 - Provide the MAXIMUM amount of easy access cleanouts as possible.

- Provide **MAXIMUM** easy access shut off valves to facilitate future repairs without shutting off the entire building.
- **HVAC**
 - Exhaust and Supply fans in Shower areas shall not be metal. Provide Composite or Plastic.
 - Area Zone controls desired and allowance for redundancy should one unit go down.

Fire Rescue utilizes Pelican Wireless Systems for Controls. This must be included.

ATTACHMENT "C"

DIRECT PURCHASING PROCEDURE CONSTRUCTION MANAGEMENT AGREEMENT

INTENT: The County 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 County direct purchase under these procedures, will inure solely to the benefit of the County. The County'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 Modular Building at Fire Station #67.
- b) **County Purchased Materials:** Materials purchased directly by the County through execution and delivery of a Purchase Order.
- c) **G.M.P.** - 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 County'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 G.M.P.
- f) **County:** See Definition in Article I, section 1.3.
- g) **County's Representative:** See Definition in Article I, section 1.3.
- h) **Project:** See Definition in Article I, section 1.3.
- i) **Purchase Order:** The County's request for Materials from a particular vendor or supplier when fully executed and delivered to the Construction Manager, and the County'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 County certifying payment of same.
- j) **Material Requisition:** A request by the Construction Manager to the County that the County 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 County requires the Construction Manager (hereinafter, "Manager") to notify the County'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 County 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 County pursuant to these Procedures shall be referred to as "County Purchased Materials", and the responsibilities of the County 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 County's Purchase Order and after confirmation of completed delivery and acceptance pursuant to this Procedure, will be deducted from the G.M.P., as defined in the Contract, by deductive change order.

County 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 County Direct Purchase, Manager shall prepare a Material Requisition form, *(to be provided by the County)*, acceptable to County, and which specifically identifies the Materials which County 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 County Direct Purchase of Materials.

After receipt of the Material Requisition, the County's Representative will determine whether the County 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 County's approving authority on Purchase Orders of County Purchased Materials. If the County consents to purchase the Materials, the County shall issue a Purchase Order for same. The County shall issue the original Purchase Order, and the Construction 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 Construction Manager in the Material Requisition.

The Construction 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 Construction Manager. The Construction Manager shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Construction Manager for the materials furnished. The Construction Manager shall provide all services required for the unloading, handling and storage of materials through installation. The Construction Manager agrees to indemnify and hold the County harmless from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions of Construction Manager.

The Construction 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 Construction 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 Construction 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 County may require. The Construction Manager will then forward the documentation to the County.

If the Construction Manager discovers defective or non-conformities in County Purchased Material upon inspection, the Construction Manager shall not use such non-conforming or defective Materials in the Work and instead shall promptly notify the County 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 Construction Manager for resolution with the appropriate supplier, vendor, or subcontractor. If the Construction Manager fails to perform such inspection, the condition of which the Manager either knew or should have known by performance of an inspection, Construction Manager shall be responsible for all damages to the County resulting from Construction Manager's incorporation of such Materials into the Project, including liquidated or delay damages.

On a bi-weekly basis, Construction 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 County's issuance of payment to the suppliers, based on Construction Manager's records of materials delivered to the site. In order to arrange for the prompt payment to the supplier, the Construction Manager shall provide to the County 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 County. Upon receipt of the appropriate documentation in duplicate, the County 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

County, and the amount quoted by the vendor, plus applicable tax, shall be deducted from the G.M.P. The Construction Manager agrees to assist the County 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 County with an invoice for payment by County, the Construction Manager shall execute and deliver to the County at the end of each month along with the Construction 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 County purchased. The Materials Deduction Summary shall show all sums to be deducted by an appropriate deductive change order, and ultimately the G.M.P., to date. The County, or their authorized representative, shall be the approving authority for the County on the Materials Deduction Summary for County Purchased Materials.

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

Notwithstanding the delivery of County Purchased Materials to the Project Site for the Construction Manager's inspection, custody and incorporation into the Work, the County shall retain legal and equitable title to any and all County Purchased Materials. The transfer of possession of County Purchased Materials from the County to the Construction Manager shall constitute a bailment for the mutual benefit of the County and the Construction Manager solely for the purposes set forth herein. The County shall be considered the bailor and the Construction Manager the bailee of the County Purchased Materials. County Purchased Materials shall be considered returned to the County 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 Construction Manager prior to payment for the Purchase Order by County.

The County 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 County 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 Construction Manager's discretion prior to County's payment for same.

The County 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.

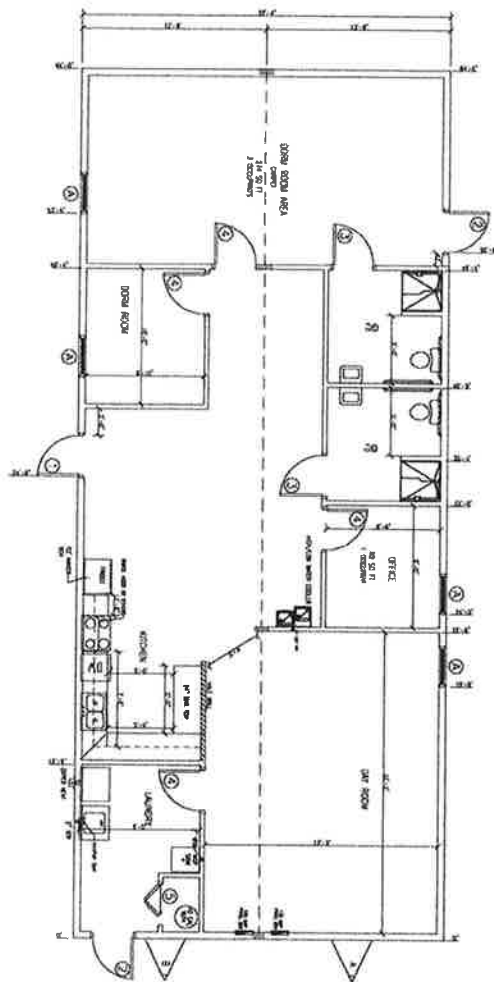
ATTACHMENT "D"
DRAWINGS AND SPECIFICATIONS

Attached.

#	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	10' x 10' MODULAR UNIT	1	EA	1000.00	1000.00
2	10' x 10' MODULAR UNIT	1	EA	1000.00	1000.00
3	10' x 10' MODULAR UNIT	1	EA	1000.00	1000.00
4	10' x 10' MODULAR UNIT	1	EA	1000.00	1000.00
5	10' x 10' MODULAR UNIT	1	EA	1000.00	1000.00
6	10' x 10' MODULAR UNIT	1	EA	1000.00	1000.00
7	10' x 10' MODULAR UNIT	1	EA	1000.00	1000.00
8	10' x 10' MODULAR UNIT	1	EA	1000.00	1000.00
9	10' x 10' MODULAR UNIT	1	EA	1000.00	1000.00
10	10' x 10' MODULAR UNIT	1	EA	1000.00	1000.00

#	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	10' x 10' MODULAR UNIT	1	EA	1000.00	1000.00
2	10' x 10' MODULAR UNIT	1	EA	1000.00	1000.00
3	10' x 10' MODULAR UNIT	1	EA	1000.00	1000.00
4	10' x 10' MODULAR UNIT	1	EA	1000.00	1000.00
5	10' x 10' MODULAR UNIT	1	EA	1000.00	1000.00
6	10' x 10' MODULAR UNIT	1	EA	1000.00	1000.00
7	10' x 10' MODULAR UNIT	1	EA	1000.00	1000.00
8	10' x 10' MODULAR UNIT	1	EA	1000.00	1000.00
9	10' x 10' MODULAR UNIT	1	EA	1000.00	1000.00
10	10' x 10' MODULAR UNIT	1	EA	1000.00	1000.00

ALL APPLIANCES ARE BY OTHERS ON SITE



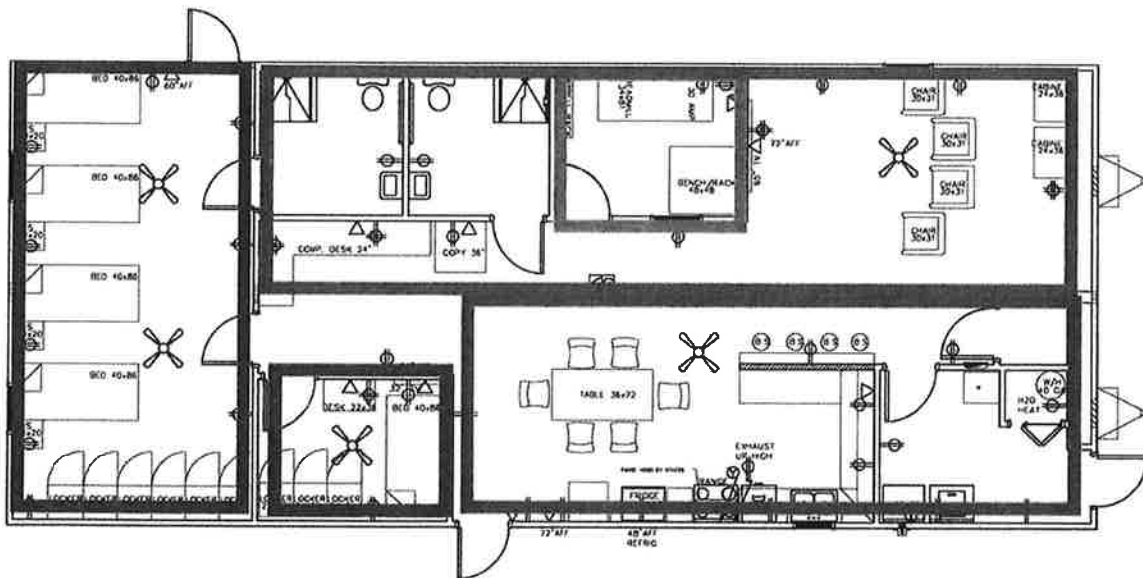
DEALER: CREATIVE MODULAR
BREVARD COUNTY FIRE STATION 67
SERIAL No. A/B
FLOOR PLAN







Southeast Modular Manufacturing
2500 INDUSTRIAL STREET
LEESBURG, FLORIDA 34748

3 OF 8
SHEET

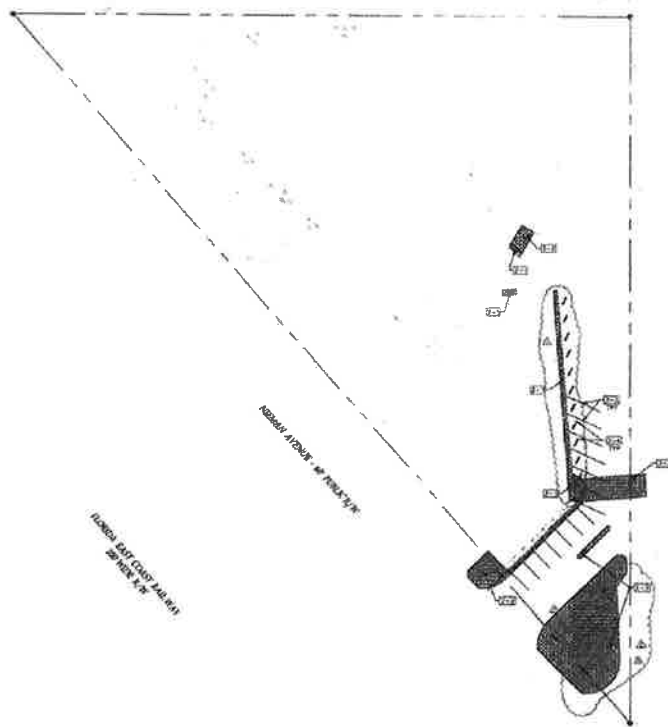
FIRE STATION 67

SCALE: 1/8" = 1'-0"



	QUAD OUTLET
	DUPLEX OUTLET
	220 VOLT OUTLET
	CEILING DATA / POWER
	VOICE OR DATA OUTLET
	CEILING FAN

WILDCAT ALLEY - 60' PUBLIC R/W



ADDITIONAL 100' R/W

EXISTING CONDITIONS AND DEMOLITION PLAN

NOTES:

1. DEMOLITION AND REPAIRS SHALL BE TO THE MAXIMUM EXTENT POSSIBLE FOR THE PROPOSED PROJECT AND NEW DEMOLITION.
2. DEMOLITION AND REPAIRS SHALL BE TO THE MAXIMUM EXTENT POSSIBLE FOR THE PROPOSED PROJECT AND NEW DEMOLITION.
3. DEMOLITION AND REPAIRS SHALL BE TO THE MAXIMUM EXTENT POSSIBLE FOR THE PROPOSED PROJECT AND NEW DEMOLITION.
4. DEMOLITION AND REPAIRS SHALL BE TO THE MAXIMUM EXTENT POSSIBLE FOR THE PROPOSED PROJECT AND NEW DEMOLITION.

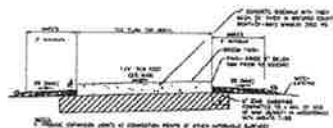
SURVEYOR'S LEGEND:

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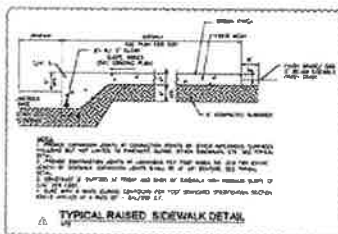
SURVEYOR'S NOTES:

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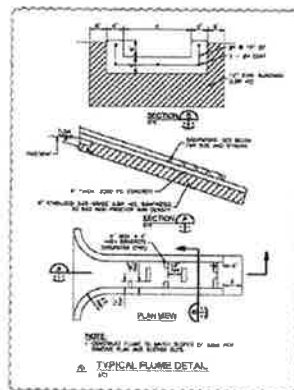
BREVARD COUNTY FIRE STATION NO. 87	
CITY OF PALM BEACH	FLORIDA
DATE: 10/1/2011	SCALE: 1"=40'
DRAWING TITLE: EXISTING CONDITIONS AND DEMOLITION PLAN	
C-1	



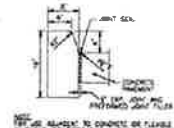
TYPICAL ON-SITE SIDEWALK DETAIL



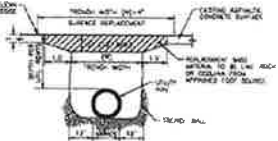
TYPICAL RAISED SIDEWALK DETAIL



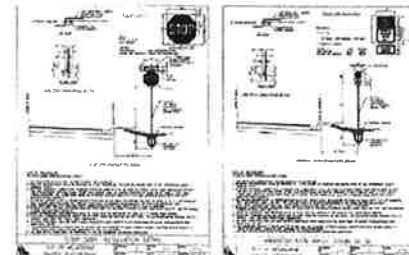
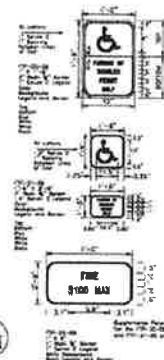
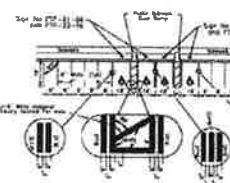
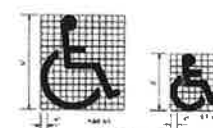
TYPICAL PLUME DETAIL



TYPICAL FOOT TYPE 'D' CURB



TYPICAL PAVEMENT REPLACEMENT DETAIL





MATERIALS AND METHODS

[illegible]

ABBREVIATIONS

[illegible]

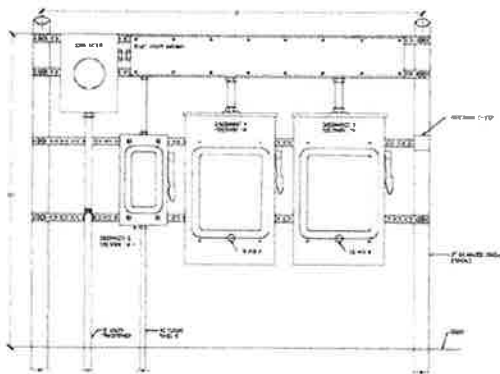
CONSTRUCTION ENGINEERING DRAWING DEPT.		DATE	SCALE	REVISIONS
		DRAWN BY: <i>John Smith</i> CHECKED BY: <i>J. P. Doe</i> DATE: 10/15/2023 SCALE: 1/4" = 1'-0" PROJECT: <i>Example Project</i>		

**BREWARD COUNTY
FIRE RESCUE STATION #67**

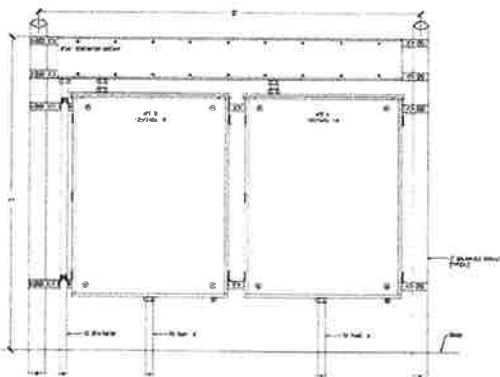
MUNICIPALITY: BREWARD COUNTY

PROJECT NO.: 2023-001

ELECTRICAL NOTES, SYMBOLS, SCHEDULES AND SITE PLAN



EQUIPMENT RACK - NORTH ELEVATION

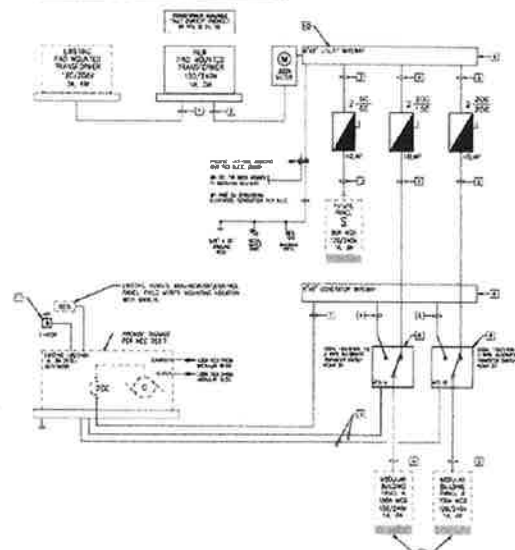


EQUIPMENT RACK - SOUTH ELEVATION

NOTES:

1. ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED.
2. MATERIALS AND METHODS OF CONSTRUCTION SHALL BE AS SPECIFIED IN THE SPECIFICATIONS FOR THE PROJECT.
3. THE EQUIPMENT RACK SHALL BE FABRICATED FROM 1/2" THICK STEEL PLATE.
4. THE EQUIPMENT RACK SHALL BE PAINTED WITH A CORROSION RESISTANT PAINT.
5. THE EQUIPMENT RACK SHALL BE ASSEMBLED AND TESTED IN ACCORDANCE WITH THE PROJECT REQUIREMENTS.

BILL OF MATERIALS			
ITEM NO.	DESCRIPTION	QUANTITY	UNIT
1	1/2" THICK STEEL PLATE	1.00	SQ. FT.
2	1/4" THICK STEEL PLATE	1.00	SQ. FT.
3	1/2" DIA. BOLT	1.00	EA.
4	1/4" DIA. BOLT	1.00	EA.
5	1/2" DIA. NUT	1.00	EA.
6	1/4" DIA. NUT	1.00	EA.
7	1/2" DIA. WASHER	1.00	EA.
8	1/4" DIA. WASHER	1.00	EA.
9	1/2" DIA. RIVET	1.00	EA.
10	1/4" DIA. RIVET	1.00	EA.



SINGLE-LINE DIAGRAM

SINGLE-LINE NOTES:

1. ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED.
2. MATERIALS AND METHODS OF CONSTRUCTION SHALL BE AS SPECIFIED IN THE SPECIFICATIONS FOR THE PROJECT.
3. THE EQUIPMENT RACK SHALL BE FABRICATED FROM 1/2" THICK STEEL PLATE.
4. THE EQUIPMENT RACK SHALL BE PAINTED WITH A CORROSION RESISTANT PAINT.
5. THE EQUIPMENT RACK SHALL BE ASSEMBLED AND TESTED IN ACCORDANCE WITH THE PROJECT REQUIREMENTS.
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10. THE EQUIPMENT RACK SHALL BE ASSEMBLED AND TESTED IN ACCORDANCE WITH THE PROJECT REQUIREMENTS.

CONSTRUCTION ENGINEERING GROUP

**BREVARD COUNTY
FIRE RESCUE STATION #67**

SINGLE-LINE DIAGRAM AND PANEL SCHEDULES

PROJECT INFORMATION

PROJECT NO. 06-02-01

DATE 06/07/06

DESIGNER AS NOTED

PROJECT YRS 1903

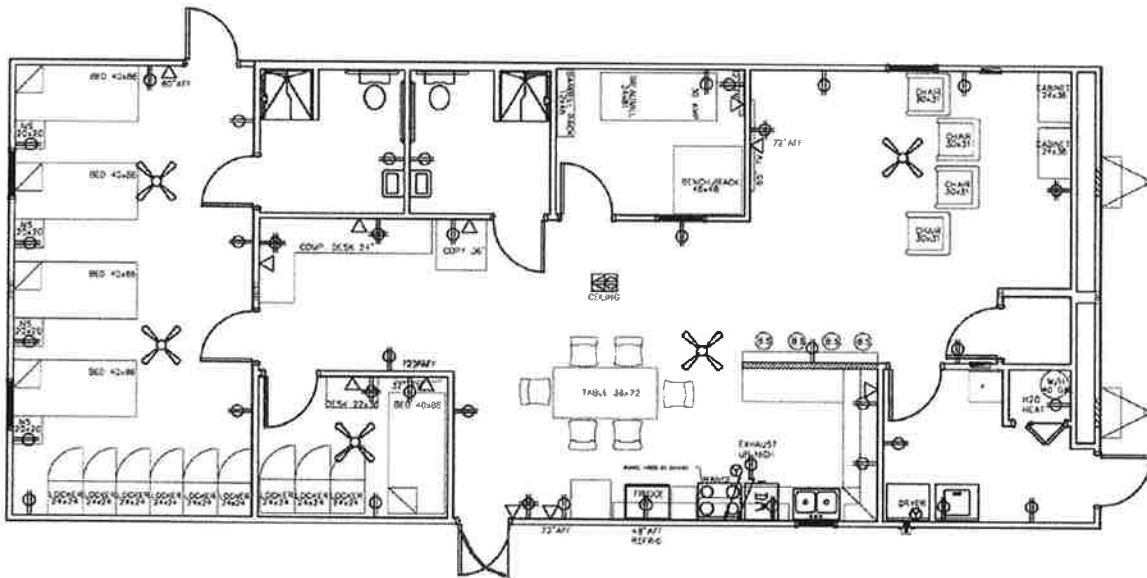
PROJECT TSS







PROJECT DSA

E3

FIRE STATION 67

SCALE: 1/8" = 1'-0"



	QUAD OUTLET
	DUPLEX OUTLET
	220 VOLT OUTLET
	CEILING DATA / POWER
	VOICE OR DATA OUTLET
	CEILING FAN

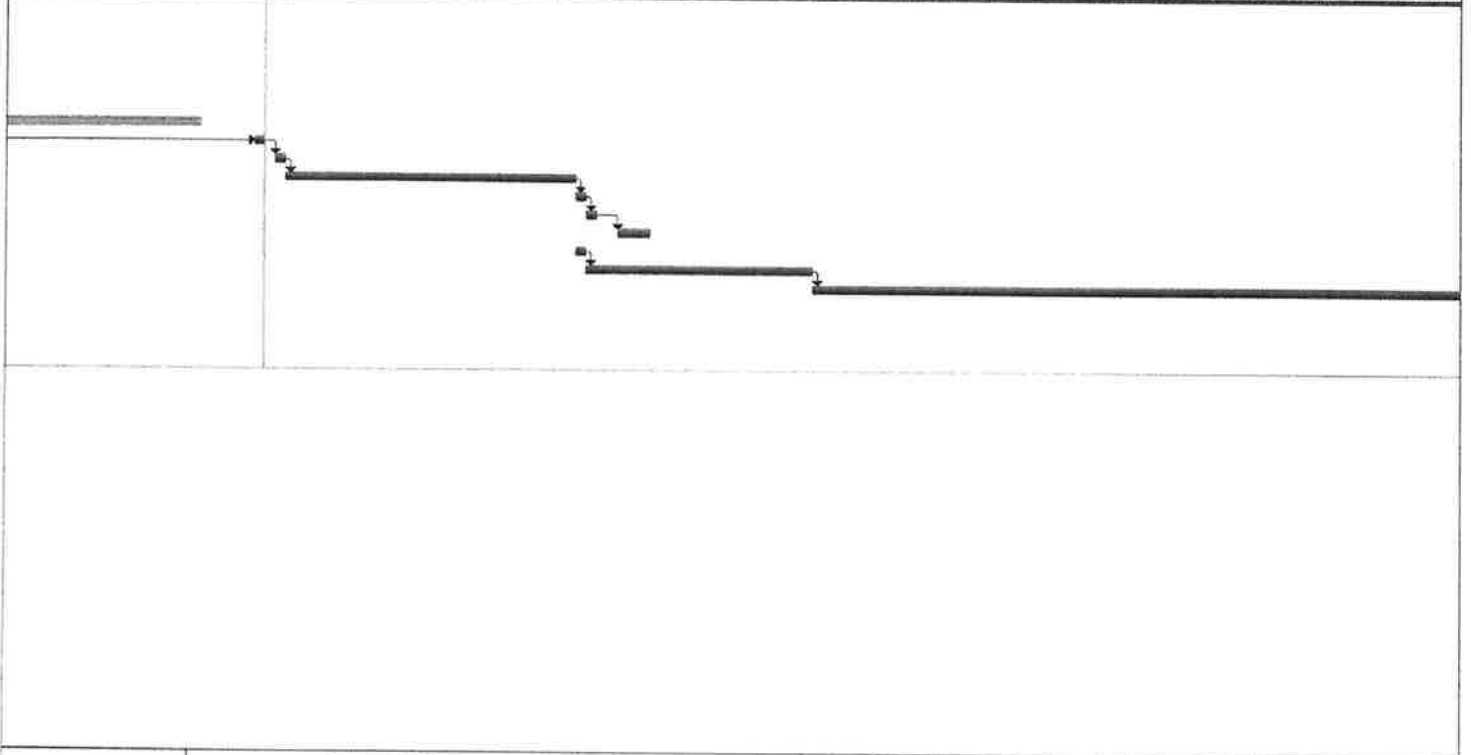
ATTACHMENT "E"

CONSTRUCTION MANAGER'S
PRELIMINARY CONSTRUCTION SCHEDULE

0	0	Task	Task Name	Duration	Start	Finish	Predecessors	Aug 15, '21	Aug 22, '21	Aug 29, '21	Sep 5, '21	Sep 12, '21	Sep 19, '21	Sep 26, '21	Oct 3, '21	Oct 10, '21	Oct 17, '21
1			SCF FS 67 Modular Replacement	222 days	Tue 8/31/21	Wed 7/6/22											
2	✓		Precon Proposal Submitted	1 day	Tue 8/31/21	Fri 8/27/21											
3	✓		Precon Purchase Order Issued	11 days	Wed 9/1/21	Wed 9/15/21	2										
4	✓		Design Meeting with Creative Modular	3 days	Thu 9/16/21	Mon 9/20/21	3										
5	✓		100% Modular Design Plans to Owner Final Review	15 days	Tue 9/21/21	Mon 10/11/21	4										
6	✓		Owner Review comments to CM	4 days	Tue 10/12/21	Fri 10/15/21	5										
7	✓		100% Plans State for Certification	18 days	Mon 10/18/21	Wed 11/10/21	6										
8	✓		100% Plans Submittal to CDMA Bldg Dept	1 day	Tue 11/16/21	Thu 11/16/21	755										
9	11		CM Contract to County Atty	1 day	Thu 11/18/21	Thu 11/18/21	8										
10			CM Contract Approval	19 days	Fri 11/19/21	Wed 12/15/21	9										
11			KTP Full Contract	1 day	Thu 12/16/21	Thu 12/16/21	10										
12	11		CDM Permit Issuance	1 day	Fri 12/17/21	Fri 12/17/21	11										
13			CDMA Site Eng Precon Mtg	3 days	Mon 12/20/21	Wed 12/22/21	12										
14	11		Prefab Bldg Ordered	1 day	Thu 12/16/21	Thu 12/16/21											
15			Mobilization	15 days	Fri 12/17/21	Thu 1/6/22	14										
16			Site Prepared for Prefab Bldg	84 days	Fri 1/7/22	Wed 5/4/22	15										
17			Modular Installation	1 day	Thu 5/5/22	Thu 5/5/22	16										
18			Interior/ Exterior Finish/ Stairs & Ramps	21 days	Fri 5/6/22	Fri 5/27/22	17										
19			Substantial Completion	1 day	Mon 6/6/22	Mon 6/6/22	18										
20			Final Completion	22 days	Tue 6/7/22	Wed 7/6/22	19										

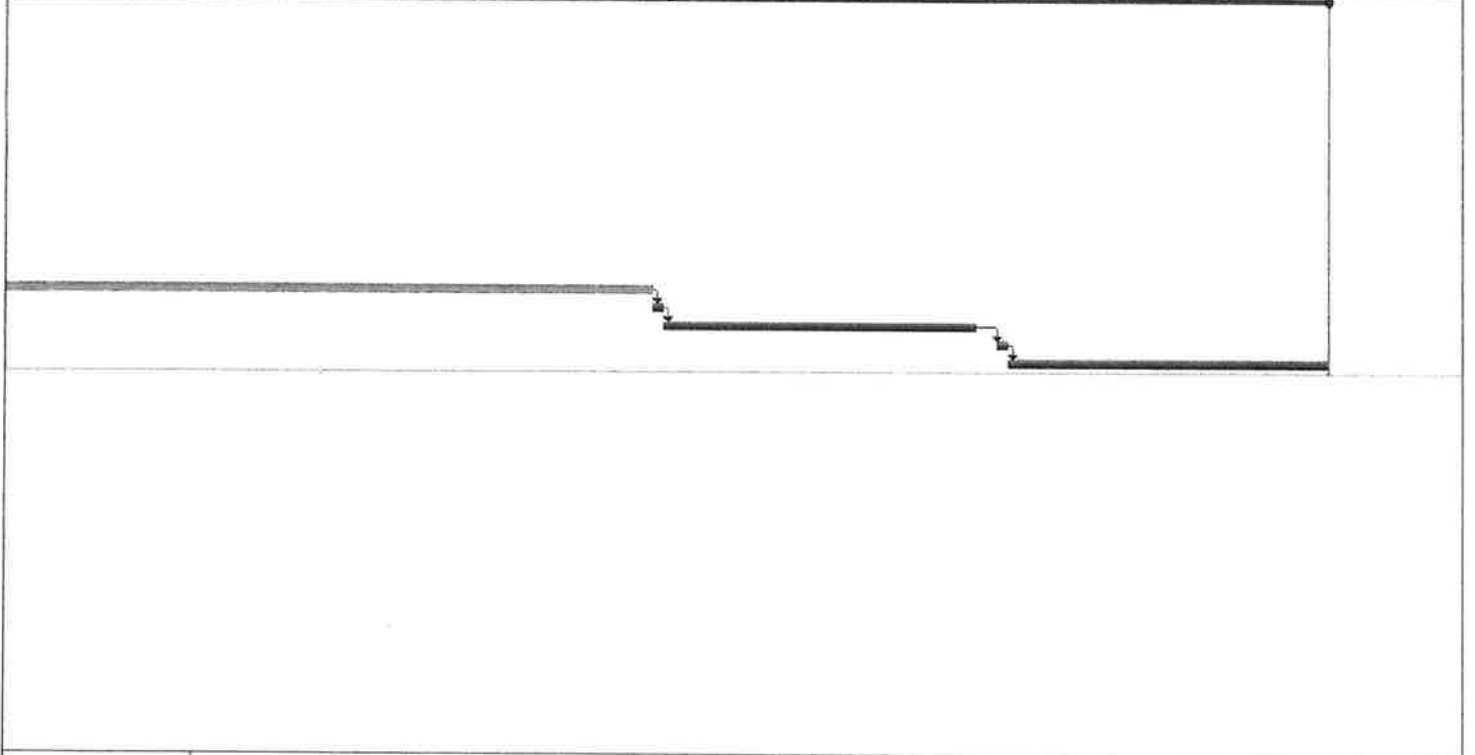
Project: Preliminary Schedule_REV Date: Wed 11/17/21	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline
	Split		External Tasks		Inactive Summary		Manual Summary		Progress
	Milestone		External Milestone		Manual Task		Start-only		Finish-only
	Summary		Inactive Task		Duration-only		Finish-only		Finish-only

Oct 24, '21 Oct 31, '21 Nov 7, '21 Nov 14, '21 Nov 21, '21 Nov 28, '21 Dec 5, '21 Dec 12, '21 Dec 19, '21 Dec 26, '21 Jan 2, '22 Jan 9, '22 Jan 16, '22 Jan 23, '22 Jan 30, '22 Feb 6, '22 Feb 13, '22 Feb 20, '22 Feb 27, '22 Mar



Project: Preliminary Schedule_REV Date: Wed 11/17/21	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
	Split		External Tasks		Inactive Summary		Manual Summary		Progress	
	Milestone		External Milestone		Manual Task		Start-only		Finish-only	
	Summary		Inactive Task		Duration-only		Finish-only		End	

Mar 6, '22 Mar 13, '22 Mar 20, '22 Mar 27, '22 Apr 3, '22 Apr 10, '22 Apr 17, '22 Apr 24, '22 May 1, '22 May 8, '22 May 15, '22 May 22, '22 May 29, '22 Jun 5, '22 Jun 12, '22 Jun 19, '22 Jun 26, '22 Jul 3, '22 Jul 10, '22 Jul 17, '22



Project: Preliminary Schedule_REV	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
Date: Wed 11/17/21	Split		External Tasks		Inactive Summary		Manual Summary		Progress	
	Milestone		External Milestone		Manual Task		Start-only			
	Summary		Inactive Task		Duration-only		Finish-only			

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 previously mentioned five (5) days to submit pre-qualification documents. This process will continue until the lowest qualified and responsive bidder is established. In the event that a subcontractor is found unqualified or non-responsive, the potential bidder or prime contractor will have five (5) business days to submit a substitute subcontractor for the same bid price or withdraw the original bid.

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

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

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

(d) At the completion of each competitively awarded County construction project, the County department which administered the construction contract shall complete an evaluation of the contractor's performance on a form to be

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

3. Potential bidders, the apparent lowest bidder, or the person providing services under any other contract delivery method, and applicable subcontractors identified in the bid or request for qualification package for any County construction project which is to be competitively awarded shall be evaluated to determine whether the bidder and its subcontractors are qualified. In evaluating qualifications, the County shall consider the following information:
 - A Contractor's Pre-Qualification Statement for the prime contractor and subcontractors performing parts of work identified in the bidding documents as critical to the project's success. The Pre-Qualification Statement shall be provided on a form to be established by the County Manager;
 - Most current financial statement, but not more than one (1) year old, indication of bondability, or, if project is under \$100,000, other evidence of financial capability as identified in the bid documents;
 - Resumes of Contractor and Subcontractor's key personnel, including project manager and superintendent levels, showing job history, education related to work to be performed and any license, training, and experience related to the work which that individual will perform;
 - List of subcontractors and suppliers, and items of work to be performed by the Contractor's own work force;
 - County evaluations of the performance on County projects;
 - References obtained from individuals or businesses with whom the contractor or subcontractor has performed work or conducted business;
 - Any other relevant qualifications, data or information identified in the bidding documents to be critical to the success of the project.
4. The County Manager will establish committees which may debar a contractor, contractor's key personnel, contractor's surety, subcontractor and subcontractor's key personnel, or any entity which key personnel are later employed or retained by in a supervisory position, from bidding on any County project under the circumstances enumerated below. The decision to disbar is discretionary, the seriousness of the offense and all mitigating factors should be

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

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

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

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

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

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

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

Section 3: Severability: If any provision of this ordinance is held to be illegal or invalid, the other provisions shall remain in full force and effect.

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

ATTACHMENT "G"

PUBLIC CONSTRUCTION BOND

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 County, 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 County 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 County all losses, damages, expenses, costs, and attorney's fees, including
appellate proceedings, that County 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"

RESERVED

ATTACHMENT "I"
CONSTRUCTION MANAGER'S
GUARANTEED MAXIMUM PRICE

ATTACHED



Heard Construction, Inc.

95 East Hall Road (32953)
PO Box 540218
Merritt Island, FL 32954
Ph 321-452-5494 Fax 321-452-6946

November 17, 2021

Brevard County
2725 Judge Fran Jamieson Way
Viera, FL 32940

HCI Project 2100240900

PO#

BCF Fire Station #67 Modular Building
(Melbourne)

Attn: Mike McGrew

Subject: GMP Proposal for BC FS #67 Modular Building_REV 3

Heard Construction, Inc. (HCI) has been contacted by Brevard County to provide a proposal for Construction Management Services (CM) on the above referenced project based on the following documents:

FS 67 Project Scope of Work and Floor Plan (REV 5-13-2021)

FS 67 HVAC Zoning Plan

BC FS 67 CEG Proj. 190186 dated 6/12/2020/Revision 3 dated 4/5/2021

BC FS 67 CEG Proj. 180014 dated 6/2/2021

FS 67 Electrical Drawing (w/revised door swing)

Complete site work per contract drawings

Coordinate modular layout, construction, delivery and set up for new modular unit with awnings over entrances

Form and pour concrete curb for building skirting and generator pad

Provide and install ductwork and Pelican zoned HVAC controls, HVAC to be equipped with dehumidification and backdraft dampers

Provide and install fire alarm system

Provide and install new acoustical ceiling

Provide and install new drive through canopy for ambulance parking complete with electrical circuits, lights, switches, receptacles

Relocate existing generator on new concrete slab

Exclusions:

Engineering Fees (other than fees associated with modular building that are included)

Permit Fees

Demolition of existing Fire Station

Removal of unsuitable soil

Landscaping other than sod replacement where damaged by construction activities

HCI's CM Proposal for the above services is \$745,098.46. We have included a 12.40% CM fee and \$2,900.00 Project Contingency allowance without fee markup.

Sincerely,

Lu Anne

Woodley

Heard Construction, Inc.

CC:

Digitally signed by Lu Anne
Woodley
DN: cn=Lu Anne Woodley,
o=Heard Construction, Inc., ou,
email=luanne@heardconstruction.com, c=US
Date: 2021.11.17 15:50:15 -0500



Project No 2100240900
BCF Fire Station #67 Modular Building (Melbourne)

Estimate Type: Bid Estimate Status: Submitted
11/17/2021

Item Description	Qty	Unit	Unit Price	Extended Amount
0				
<u>CSI Division 0 - General Conditions</u>				
Project Superintendent	522	hrs	55.00	28,710.00
Project Superintendent Vehicle	3	month(s)	800.00	2,400.00
Project Superintendent Phone	3	month(s)	70.00	210.00
CSI Division 0 - General Conditions Total				31,320.00
<u>CSI Division 1 - General Requirements</u>				
Dumpster	3	month(s)	450.00	1,350.00
Utility Locates	1	allowance	1,650.00	1,650.00
Portable Toilet	3	month(s)	600.00	1,800.00
Progress Cleaning (Daily)	1	allowance	1,500.00	1,500.00
Construction Layout Surveyor	1	allowance	1,800.00	1,800.00
Material Testing	1	allowance	1,500.00	1,500.00
CSI Division 1 - General Requirements Total				9,600.00
<u>CSI Division 3 - Concrete</u>				
Cast-in-Place Concrete Subcontractor Provide continuous concrete footing with 3" high curb above grade around FS #67	184	lf	25.00	4,600.00
Concrete Cutting and Boring Note 2-1 Drawing C-2 Curb cuts to allow drainage into new green areas	4	each	75.00	300.00
Cast-in-Place Concrete Subcontractor D Curb, 4" concrete sidewalks, turn down edge @ pavement, detectable warnings & 6" utility pad for generator	1	ls	19,299.86	19,299.86
CSI Division 3 - Concrete Total				24,199.86
<u>CSI Division 6 - Wood and Plastics</u>				
Rough Carpentry Provide 2"X4" PT wood framing @ curb to support Hardi Panel skirting Siding By Creative Modular	0	included	0.00	0.00
Finish Carpentry Provide two (2) 36' X 36" crawl access panels at Hardi Board siding	0	included	0.00	0.00
Cut Holes and Frame Openings for Damper	1	ls	2,000.00	2,000.00
CSI Division 6 - Wood and Plastics Total				2,000.00

Item Description	Qty	Unit	Unit Price	Extended Amount
<u>CSI Division 9 - Finishes</u>				
Acoustical Ceiling Grid and Tile	1	ls	8,325.00	8,325.00
Shower Pan and Walls	1	allowance	5,229.00	5,229.00
CSI Division 9 - Finishes Total				13,554.00
<u>CSI Division 13 - Special Construction</u>				
Modular Buildings Subcontractor 64' X 28' 160 MPH Pre-manufactured Modular Building (1792 SF)	1	ls	283,436.00	283,436.00
Modular Buildings Subcontractor 7% Sales Tax on modular building	1	ls	17,056.16	17,056.16
Modular Buildings Subcontractor Covered canopies over doors	1	included	0.00	0.00
Fabricated Engineered Structures 30'X40'X14' High Canopy over ambulance shelter/includes foundations pending foundation design	1	allowance	74,304.00	74,304.00
CSI Division 13 - Special Construction Total				374,796.16
<u>CSI Division 22 - Plumbing</u>				
Clean Outs	1	ls	1,800.00	1,800.00
CSI Division 22 - Plumbing Total				1,800.00
<u>CSI Division 23 - HVAC</u>				
Zoned HVAC	1	ls	51,889.00	51,889.00
CSI Division 23 - HVAC Total				51,889.00
<u>CSI Division 26 - Electrical</u>				
Electrical Subcontractor Electrical/FA work & Hook-up to FS # 67	1	allowance	50,015.00	50,015.00
Relocate Generator	1	ls	4,975.00	4,975.00
CSI Division 26 - Electrical Total				54,990.00
<u>CSI Division 28 - Electronic Safety and Security</u>				
Fire Detection and Alarm Subcontractor Includes 1st month monitoring for cellular communications	1	ls	8,580.00	8,580.00
CSI Division 28 - Electronic Safety and Security Total				8,580.00
<u>CSI Division 31 - Earthwork</u>				
Soil Treatment Subcontractor Termite Control	1	allowance	350.00	350.00
CSI Division 31 - Earthwork Total				350.00

Item Description	Qty	Unit	Unit Price	Extended Amount
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CSI Division 32 - Exterior Improvements

Exterior Improvements Subcontractor	1	ls	75,828.40	75,828.40
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Mobilization, silt fence, soil tracking, concrete demo, asphalt demo, bumper demo, new asphalt and base, import fill, final grading signage, striping water and sewer hookups & Bac Tee Testing & 600 lf of erosion Control

Sodding Subcontractor	10000	sf	0.25	2,500.00
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Sodding disturbed areas with Bahia sod per Note 2-12 Drawing C-2

CSI Division 32 - Exterior Improvements Total				78,328.40
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CSI Division 33 - Utilities

Water Utilities Subcontractor	1	included	0.00	0.00
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Bac Tee Testing

CSI Division 33 - Utilities Total				0.00
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Subtotal	651,407.42
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Notes

Estimated Cost Subtotal	651,407.42
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General Liability @ 0.26%	1,693.66
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Professional Liability @ 0.00%	<u>0.00</u>
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Subtotal	653,101.08
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Fee @ 12.40%	<u>80,990.47</u>
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Subtotal	734,091.55
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Contingency	2,900.00
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Bond @ 1.10%	<u>8,106.91</u>
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Total	745,098.46
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Project No 2100240900
BCF Fire Station #67 Modular Building (Melbourne)

Exhibit "L" - Overhead and Profit
11/17/2021

Item Description	Qty	Unit	Unit Price	Extended Amount
Project Manager	158	hrs	\$70.92	\$11,205.36
Project Manager Vehicle	2.75	month(s)	\$800.00	\$2,200.00
Project Superintendent Phone	2.75	month(s)	\$70.00	\$192.50
Document Reproduction	1	ls	\$200.00	\$200.00
Office Phones	1	ls	\$62.50	\$62.50
Office Supplies	1	ls	\$125.00	\$125.00
Postage	1	ls	\$25.00	\$25.00
Estimating Costs	0	hrs	\$75.00	\$0.00
Executive Costs	9	hrs	\$90.00	\$810.00
In House Secretary	9	hrs	\$40.00	\$360.00
Warranty Expense	1		\$500.00	\$500.00
Subtotal				\$15,680.36
CM Fee @ 10%				\$65,310.11
Total Fee				\$80,990.47
Fee Percentage				12.4009%

ATTACHMENT "J"

CERTIFICATE OF SUBSTANTIAL COMPLETION

**CERTIFICATE OF SUBSTANTIAL
COMPLETION**

AIA DOCUMENT G704

Owner ☐
Architect ☐
Contractor ☐
Field ☐
Other ☐

PROJECT:

PROJECT NO:

CONTRACT FOR:
CONTRACT DATE:

TO OWNER:

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

TO CONTRACTOR:

DATE OF ISSUANCE:

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

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

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

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

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

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

Engineer

By

Date

The Contractor will complete or correct the Work on the list of items attached hereto within
Completion.

_____ days from the above date of Substantial

Contractor

By

Date

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at _____ (time)
on _____ (date).

Brevard County B.O.C.C.
Facilities Engineering & Construction

Owner

By:

Date

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

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

ATTACHMENT "K"

CERTIFICATE OF FINAL COMPLETION

PROJECT NO. & TITLE:

ARCHITECT:

CONTRACT DATE:

CONTRACTOR:

DATE OF FINAL COMPLETION:

CERTIFICATE OF ARCHITECT/ENGINEER

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

A/E Firm Name: _____ By: _____

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

THROUGH THE SUBSTANTIAL COMPLETION PHASE

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

THROUGH THE FINAL COMPLETION PHASE

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

Architect: _____ Date: _____

Project Manager: _____ Date: _____

Facilities Construction Manager: _____ Date: _____

ATTACHMENT "L"

ALLOWABLE COSTS, OVERHEAD

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

ATTACHMENT "M"
(Direct Cost Items)
GENERAL CONDITIONS

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

ATTACHMENT "N"
CERTIFICATE FOR PAYMENT

CONTINUATION SHEET

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

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

APPLICATION NUMBER:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

In tabulations below, amounts are stated to the nearest dollar.
Use Column Line Contract

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

[illegible]

ATTACHMENT "O"

VENDOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Pursuant to § 287.135(2), Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of \$1 million or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company: (1) is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; (2) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or (3) is engaged in business operations in Cuba or Syria.

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

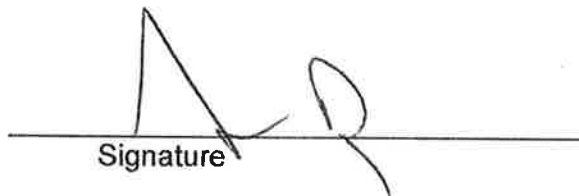
STATE OF FLORIDA
COUNTY OF Brevard

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

1. The Business address of Heard Construction, Inc. (name of bidder or contractor) is P.O. Box 540218, Merritt Island, FL 32954-0218.
2. My relationship to Heard Construction, Inc. (name of bidder or contractor) is President (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.
4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing,

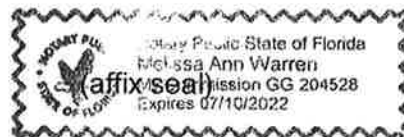
leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. Heard Construction, Inc. (name of the bidder or contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. Heard Construction, Inc. (name of the bidder or contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. Heard Construction, Inc. (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.


Signature

Sworn to and subscribed before me in the state and county first mentioned above on the 1 day of December, 2021.


Notary Public



My commission expires: 7/10/2022

ATTACHMENT "P"

MINORITY EMPLOYMENT INFORMATION

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

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

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

Company Name: _____

Signature: _____ Date: _____

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

Company Name: _____

Signature: _____ Date: 12-1-2021

PUBLIC ENTITY CRIME ACKNOWLEDGMENT

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

Company Name: _____ Heard Construction, Inc. _____

Printed Name _____ Andy Day _____ Signature _____

ATTACHMENT "Q"

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida
County of Brevard

_____, being duly sworn, deposes and says that:

- (1) Affiant is President of Heard Construction, Inc., the Bidder that has submitted a bid/quote/proposal;
- (2) Affiant is fully informed respecting the preparation and contents of the bid/quote/proposal and of all pertinent circumstances respecting such bid/quote/proposal;
- (3) Such bid/quote/proposal is genuine and is not a collusive or sham bid/quote/proposal;
- (4) Neither the said Bidder nor any of its officers, partners, Countys, 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, Countys, employees, or parties of interest, including affiant.

Signature

President

Title

Subscribed and sworn to before me this 1 day of December, 2021.

Melissa Ann Warren Notary Public

My Commission expires: 7/10/2022

