

Agenda Report

2725 Judge Fran Jamieson Way Viera, FL 32940

Public Hearing

H.2.

4/6/2021

Subject:

Approval of Third Quarter Supplemental Budget for Fiscal Year 2020-2021

Fiscal Impact:

The budget supplement amends the County's budget from \$1,552,288,430 to \$1,558,379,283, an increase of \$6,090,853 or 0.39%.

Dept/Office:

Budget

Requested Action:

It is requested that the Board of County Commissioners approve a Supplemental Budget for the Third Quarter of Fiscal Year 2020-2021, authorize the Chair to sign the Resolution, and approve the budget changes and such actions as are necessary to implement the adopted changes.

Summary Explanation and Background:

The County's Supplemental Budget for the Third Quarter of FY 2020-2021 is adopted by a resolution after holding a public hearing as required by Chapter 129, Florida Statutes. Supplemental Budget Change Requests, for applicable County Agencies, are included in the Supplemental package. These documents are attached for review and approval.

A summary of the proposed Budget Supplement, along with a notice of date and time of the public hearing, was advertised in the April 2, 2021 edition of the Florida Today.

General Funds increase by \$7.9M. The most significant cause is a \$5.2M increase in General Government Balance Forward, which is primarily the result of estimated revenue declines associated with COVID-19 being less than anticipated. These funds are being set-aside in Capital Reserves for completion of the new Emergency Operations Center (EOC). As alternative funds are identified and allocated to the EOC, this Capital Reserve can be reallocated to other unfunded critical needs during the FY2021-2022 budget development process. Balance Forward also increases in Facilities Management, \$812K, and Parks and Recreation, \$793K, and is being allocated for the completion of priority projects.

Transportation Trust Funds increase by \$5.5M, primarily due to increases in Balance Forward associated with Countywide Road and Bridge Funds for multi-year major repair and maintenance projects that were not completed or progressed as anticipated in FY2019-2020.

Special Revenue Funds decrease \$9.3M, which is primarily associated with a decrease in the CARES Act

H.2.

4/6/2021

Coronavirus Relief Fund carry-forward, (\$32.0M). This decrease is offset by increases in Balance Forward for the following: Fire Rescue, \$8.3M (which is primarily the result of CARES reimbursements for Countywide EMS Transport); Parks and Recreation, \$5.9M; Natural Resources, \$3.1M; Tourism Development, \$3.3M; Law Enforcement MSTU, \$2.7M.

Debt Service Funds increase by \$605K, which is a result of increases in Balance Forward associated with ad valorem tax revenue for the four voter-approve Debt Millage funds.

Capital Project Funds decrease by \$5K which is primarily associated with adjustments in Balance Forward associated with Parks Referendum projects.

Enterprise Funds decrease \$545K, which is primarily the result of decreases in Balance Forward for the Solid Waste Department.

Internal Service Funds increase by \$1.9M, which is primarily the result of an increase in Balance Forward for the Employee Benefits Fund, however, this fund experienced an overall decrease when compared to FY2019-2020.

Clerk to the Board Instructions:



FLORIDA'S SPACE COAST

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

Telephone: (321) 637-2001 Fax: (321) 264-6972 Kimberly.Powell@brevardclerk.us



April 7, 2021

MEMORANDUM

TO: Jill Hayes, Budget Office Director

RE: Item H.2., Third Quarter Supplemental Budget for Fiscal Year 2020-2021

The Board of County Commissioners, in regular session on April 6, 2021, executed and adopted Resolution No. 21-040, approving the Supplemental Budget for the Third Quarter of Fiscal Year 2020-2021; and approved the Budget Change Requests to implement the necessary adopted changes. Enclosed are fully-executed Resolution and executed Budget Change Requests.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS

RACHEL M. SADOFF, CLERK

Kimberly Powell, Clerk to the Board

/ds

Encls. (a/s)

cc: Finance

RESOLUTION NO. 2021- 040

A RESOLUTION APPROVING A BUDGET SUPPLEMENT FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021, PURSUANT TO CHAPTER 129, FLORIDA STATUTES, AUTHORIZING THE BOARD OF COUNTY COMMISSIONERS TO APPROVE A BUDGET SUPPLEMENT FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Board of County Commissioners of Brevard County, Florida, approved in public hearing on September 22, 2020, an adopted budget and subsequently amended the adopted budget to \$1,552,288,430 for the fiscal year ending September 30, 2021; and

WHEREAS, there is a need to supplement and amend the budget for the fiscal year ending September 30, 2020 until it equals \$1,558,379,283, for balances forward and other sources of funds; and

WHEREAS, there is a need to appropriate this estimated revenue and other financing sources in the aforementioned budget. The following approved budgets as consolidated by fund type are to be supplemented and amended:

| | FY 2021 Budget As | | | | |
|----------------------|-------------------|---------------|-------------------|--|--|
| | Adopted and | | FY 2021 Budget as | | |
| Fund Type | Amended | Supplements | Supplemented | | |
| General | \$331,405,213 | \$7,936,959 | \$339,342,172 | | |
| Transportation Trust | \$120,048,657 | \$5,493,739 | \$125,542,396 | | |
| Special Revenue | \$656,815,618 | (\$9,328,949) | \$647,486,669 | | |
| Debt Service | \$28,925,253 | \$605,468 | \$29,530,721 | | |
| Capital Project | \$3,864,783 | (\$4,599) | \$3,860,184 | | |
| Enterprise | \$276,624,344 | (\$545,170) | \$276,079,174 | | |
| Internal Service | \$134,604,562 | \$1,933,405 | \$136,537,967 | | |
| Totals | \$1,552,288,430 | \$6,090,853 | \$1,558,379,283 | | |
| | | | | | |

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, that the budget for the fiscal year ending September 30, 2021, be supplemented and amended by \$6,090,853 increasing the previous budget from \$1,552,288,430 to \$1,558,379,283 as provided by Chapter 129, Florida Statutes, and appropriating such in various funds and accounts as indicated by the Supplement Budget Change entries.

The County Manager (as the County Budget Officer) is directed to execute these changes and to make such adjustments as are necessary to carry out the intent of this resolution.

DONE, ORDERED AND ADOPTED THIS 6th DAY OF APRIL A.D., 2021.
ATTEST:

RITÀ PRITCHETT, CHAIR

BOARD OF COUNTY COMMISSIONERS

BREVARD COUNTY, FLORIDA

As Approved by the Board on April 6, 2021

RACHEL SADOFF, CLERK

Fiscal Year 2020-2021 Third Quarter Supplemenal Budget Listing of Amendments

| Department | Description | Fund | Fund Type | BCR Number | | Total |
|-------------------------------------|--|------|----------------------|------------|----|--|
| Central Services | Fleet Services | 0001 | General | 50015217 | \$ | (176,991) |
| Central Services | Asset management | 0001 | General | 50015146 | \$ | 24,001 |
| Court Programs | State Attorney, Fine & Forfeiture - Judicial | 0012 | General | 50015110 | \$ | 75,195 |
| Court Programs | Judicial Branch, Solicitation Assessment | 1392 | Special Revenue | 50015181 | \$ | (2,135) |
| Court Programs | Judicial Support, Court Related Technolog | 1400 | Special Revenue | 50015233 | \$ | 146,233 |
| Court Programs | Judicial Support, State Court Facilities | 1402 | Special Revenue | 50015111 | \$ | 345,161 |
| Emergency Management Office | 800 Mhz Operating | 0031 | General | 50015219 | \$ | 151,368 |
| Emergency Management Office | 801 Mhz Reconfigure | 1383 | Special Revenue | 50015220 | \$ | (43,970) |
| Fire Rescue | Emergency Medical Services | 1351 | Special Revenue | 50015200 | \$ | 26,012 |
| Fire Rescue | EMS Public Safeey Support | 1355 | Special Revenue | 50015202 | \$ | 7,795,449 |
| Fire Rescue | Public Safety Internal Support | 1360 | Special Revenue | 50015201 | \$ | 483,058 |
| General Government | General Fund 0001 | 0001 | General | 50015235 | \$ | 5,186,295 |
| General Government | General Fund 0002 | 0002 | General | 50015234 | \$ | - |
| General Government | Coronavirus Relief Funds (CARES) | 1720 | Special Revenue | 50015230 | \$ | (31,990,756) |
| Housing and Human Services | PILT Housing | 0035 | General | 50015095 | \$ | 35,746 |
| Housing and Human Services | SHIP Trust Fund | 1490 | Special Revenue | 50015151 | \$ | 234,523 |
| Housing and Human Services | HHS Coronavirus Relief Fund | 1492 | Special Revenue | 50015153 | \$ | 234,634 |
| Human Resources | Risk Management | 5050 | Internal Service | 50015086 | - | 58,077 |
| Human Resources | Employee Benefits | 5051 | Internal Service | 50015085 | \$ | 1,875,328 |
| Library Services | S Brevard/Micco Library Endowment | 1041 | Special Revenue | 50015189 | \$ | 44,191 |
| Library Services | Cocoa Library Endowment | 1043 | Special Revenue | 50015192 | \$ | 36,779 |
| Library Services | Cocoa Beach Library Endowment | 1044 | Special Revenue | 50015193 | \$ | (5,270) |
| Library Services | Eau Gallie Library Endowment | 1045 | Special Revenue | 50015194 | \$ | (5,380) |
| Library Services | W Melbourne Library Endowment | 1046 | Special Revenue | 50015195 | \$ | (4,228) |
| Library Services | Suntree Library Endowment | 1053 | Special Revenue | 50015198 | \$ | (3,061) |
| Library Services | Library Services | 1070 | Special Revenue | 50015199 | \$ | 1,187,038 |
| Merritt Island Redevelopment Agency | | 1510 | Special Revenue | 50015079 | \$ | (333,920) |
| Mosquito Control | Mosquito Control - Local | 1090 | Special Revenue | 50015209 | \$ | 321,819 |
| Natural Resources Management | Natural Resources Management Div | 0004 | General | 50015208 | \$ | 232,021 |
| Natural Resources Management | Beach & Coastal Projects | 0032 | General | 50015210 | \$ | 44,395 |
| Natural Resources Management | Surface Water Improvement Division | 1110 | Special Revenue | 50015207 | \$ | 7,561 |
| Natural Resources Management | Surface Water MSBU Dist 1 | 1111 | Special Revenue | 50015206 | - | 2,139,886 |
| Natural Resources Management | Surface Water MSBU Dist 2 | 1112 | Special Revenue | 50015205 | - | 462,079 |
| Natural Resources Management | Surface Water MSBU Dist 3 | 1113 | Special Revenue | 50015187 | | 105,627 |
| Natural Resources Management | Surface Water MSBU Dist 4 | 1114 | Special Revenue | 50015222 | _ | (797,391) |
| Natural Resources Management | Surface Water MSBU Dist 5 | 1115 | Special Revenue | 50015188 | | (49,005) |
| Natural Resources Management | SOIRL Sales Tax Rev | 1260 | Special Revenue | 50015100 | | (3,661,670) |
| Natural Resources Management | SOIRL Sales Tax Rev | 1260 | Special Revenue | 50015159 | | 4,867,603 |
| North Brevard Economic Dvp Zone | North Brevard Economic Zone | 1520 | Special Revenue | 50015168 | | 824,978 |
| Parks and Recreation | Parks & Recreation District 4 | 0016 | General | 50015182 | | 349,698 |
| Parks and Recreation | Wickham Park | 0017 | General | 50015131 | | 249,828 |
| Parks and Recreation | Manatee Hammock Park | 0022 | General | 50015137 | _ | 132,149 |
| Parks and Recreation | Long Point Park | 0023 | General | 50015132 | | 60,898 |
| Parks and Recreation | Parks & Recreation District 1 | 1010 | Special Revenue | 50015160 | | 1,680,602 |
| Parks and Recreation | Parks & Recreation District 1 | 1010 | Special Revenue | 50015161 | | 317,481 |
| Parks and Recreation | PSJ/Can Groves MSTU | 1011 | Special Revenue | 50015212 | | (21,190) |
| Parks and Recreation | Parks Area South Operations | 1019 | Special Revenue | 50015133 | | 3,506,651 |
| Parks and Recreation | MI Parks Ref MSTU | 1020 | Special Revenue | 50015129 | | 13,744 |
| Parks and Recreation | Parks & Recreation District 4 | 1030 | Special Revenue | 50015130 | | 14,249 |
| Parks and Recreation | EELS Ad Valorem | 1610 | Special Revenue | 50015134 | | 355,435 |
| Parks and Recreation | Ltd AdVal Tax Bonds 2002 | 2030 | Debt Service | 50015140 | | 172,626 |
| Parks and Recreation | North Parks Referendum Debt | 2040 | Debt Service | 50015139 | | 71,147 |
| Parks and Recreation | Merritt Island Parks Referendum Debt | 2042 | Debt Service | 50015141 | | 76,012 |
| Parks and Recreation | South Parks Referendum Debt | 2044 | Debt Service | 50015142 | | 285,683 |
| Parks and Recreation | FBIP - Parks & Rec County Wide | 3113 | Capital Projects | 50015142 | | 113,305 |
| Parks and Recreation | Merritt Island & Beaches | 3152 | Capital Projects | 50015143 | | |
| Parks and Recreation | Limited Ad Valorem 2004 | 3219 | Capital Projects | 50015144 | | 34,921 (174, 670) |
| Planning and Development | Code Enforcement | 0002 | General | 50015136 | | - Alexander Control of the Control o |
| Planning and Development | Central Cashier Collections | 0002 | General | 50015048 | | 43,249 |
| Planning and Development | Licensing Regulation & Enforcement | 0009 | General | | | (5,937) |
| Planning and Development | Land Development | 0027 | General | 50015075 | | (6,302) |
| Planning and Development | Library Impact Fee | 1075 | | 50015070 | | 554,899 |
| Planning and Development | Building Code Compliance | | Special Revenue | 50015058 | | (23,327) |
| Planning and Development | | 1080 | Special Revenue | 50015059 | | 1,396,306 |
| Planning and Development | Transportation Impact Fee Dist 8 | 1208 | Transportation Trust | 50015076 | | 46,852 |
| Planning and Development | Transportation Impact Fee Dist 9 | 1209 | Transportation Trust | 50015055 | | 80,704 |
| Planning and Development | Transportation Impact Fee NML | 1211 | Transportation Trust | 50015056 | | 1,665,462 |
| Planning and Development | Transportation Impact Fee CML | 1212 | Transportation Trust | 50015057 | | (141,002) |
| Planning and Development | Transportation Impact Fee SML | 1213 | Transportation Trust | 50015061 | | (1,749,893) |
| | Education Facilities IF North | 1255 | Special Revenue | 50015063 | | (645,175) |
| Planning and Development | Education Facilities IF South | 1256 | Special Revenue | 50015065 | \$ | (4,284,288) |
| Planning and Development | Fire Rescue Impact Fee | 1310 | Special Revenue | 50015066 | • | (19,332) |

Fiscal Year 2020-2021 Third Quarter Supplemenal Budget Listing of Amendments

| Department | Description | Fund | Fund Type | BCR Number | | Total |
|---|--|------|---|------------|------------------|--------------------|
| Planning and Development | Correctional Impact Fees | 1320 | Special Revenue | 50015067 | \$ | (18,081) |
| Planning and Development | Emergency Services Impact Fees ML | 1330 | Special Revenue | 50015068 | \$ | (33,747 |
| Public Safety | Driver Education Safety Trust | 1370 | Special Revenue | 50015107 | \$ | 58,090 |
| Public Safety | Drug Abuse Trust | 1395 | Special Revenue | 50015108 | _ | 5,099 |
| Public Safety | Teen Court - Court Costs | 1408 | Special Revenue | 50015109 | | 18,701 |
| Public Works | Facilities Management | 0001 | General | 50015169 | - | 812,056 |
| Public Works | Road & Bridge MSTU Dist 1 | 1131 | Transportation Trust | | _ | 1,046,033 |
| Public Works | Road & Bridge MSTU Dist 2 | 1132 | Transportation Trust | | | 324,511 |
| Public Works | Road & Bridge MSTU Dist 3 | 1133 | Transportation Trust | | | 38,790 |
| Public Works | Road & Bridge MSTU Dist 4 | 1134 | Transportation Trust | | | 764,863 |
| Public Works | Road & Bridge MSTU Dist 5 | 1135 | Transportation Trust | | _ | 529,314 |
| Public Works | Road & Bridge MSTU Dist 4 MI | 1136 | Transportation Trust | | | 56,681 |
| Public Works | Road & Bridge MSTU-Bches-Dis 4 | 1137 | Transportation Trust | | - | 128,659 |
| Public Works | R & B Dist 2 Dredging | 1138 | Transportation Trust | | | (114,385 |
| Public Works | West Melbourne - CRA | 1159 | Transportation Trust | | 100 | 204,370 |
| Public Works | LOGT Engineer Projects Mgmt | 1160 | Transportation Trust | | _ | 621,514 |
| Public Works | LOGT Bonds | 1161 | Transportation Trust | | | 8,384 |
| Public Works | Pineda Causeway Extension | 1162 | Transportation Trust | | | 61,863 |
| Public Works | Sea Ray Bridge Project | 1167 | Transportation Trust | | - | 278,800 |
| Public Works | Sea Ray Bridge Project | 1167 | Transportation Trust | | | 714,597 |
| Public Works | Transportation Reimbursements | 1168 | Transportation Trust | | | |
| Public Works | 5th & 6th Gasoline Tax | 1170 | Transportation Trust | | | 265,073 741,290 |
| Public Works | County Transportation Trust | 1180 | Transportation Trust | | | |
| Public Works | Transportation Impact Fee Projects Dist 8 | 1228 | | | | (143,803 |
| Public Works | Transportation Impact Fee Projects Dist of | 1232 | Transportation Trust | | | 20,145 |
| Sheriff's Office | Sheriff's Countywide MSTU | 1410 | Transportation Trust Special Revenue | | - | 44,917 |
| Solid Waste Mgmt | Solid Waste Mgmt Debt O & M | 4010 | | 50015185 | | 2,706,136 |
| Solid Waste Mgmt | Solid Waste Mgmt Debt O & M | 4010 | Enterprise | 50015101 | | 103,602 |
| Solid Waste Mgmt | Solid Waste Impact Fees | | Enterprise | 50015102 | | (819,729 |
| Solid Waste Mgmt | SWMD Landfill Mgmt Escrow | 4013 | Enterprise | 50015103 | - | 673,579 |
| Solid Waste Mgmt | | 4014 | Enterprise | 50015104 | - | (1,777,394 |
| Tourism Development Office | Solid Waste Mgmt Mandatory Collections | 4110 | Enterprise | 50015105 | - | 1,171,417 |
| Tourism Development Office | Tourist Development Tax TDC -Promotion / Advertising | 1440 | Special Revenue | 50015122 | | |
| Tourism Development Office | | 1441 | Special Revenue | 50015124 | | 908,581 |
| Tourism Development Office | TDC -Promotion / Advertising | 1441 | Special Revenue | 50015125 | | (232,776 |
| Tourism Development Office | TDC -Promotion / Advertising | 1441 | Special Revenue | 50015123 | _ | 402,323 |
| Tourism Development Office | TDC - Beach Improvement | 1442 | Special Revenue | 50015120 | - | 1,347,520 |
| Tourism Development Office | TDC - Conventions | 1443 | Special Revenue | 50015126 | | 316,833 |
| | TDC - Disaster Fund | 1444 | Special Revenue | 50015162 | | 56,314 |
| Tourism Development Office Tourism Development Office | TDC - Information Centers | 1445 | Special Revenue | 50015164 | _ | 66,535 |
| Tourism Development Office | TDC - Cultural / Special Events | 1446 | Special Revenue | 50015165 | | 97,008 |
| Tourism Development Office | 4th Cent Tourist Dev Tax | 1448 | Special Revenue | 50015166 | | |
| Tourism Development Office | TDC - 4th Cent Capital Account | 1450 | Special Revenue | 50015167 | | 315,514 |
| Transit Services | Transit Svcs - Capital Improvements | 4140 | Enterprise | 50015089 | to a laboratoria | 41,985 |
| UF Ag/Extension | Farmers Market | 0001 | General | 50015106 | | (3,796 |
| Utility Service | Barefoot Bay Connection Fees | 4252 | Enterprise | 50015214 | | 61,370 |
| Valkaria Airport | Valkaria Airport | 0020 | General | 50015114 | | 178,187 |
| Valkaria Airport | Valkaria Airport Hangers | 3050 | Capital Projects | 50015116 | \$ | 21,845 |
| | | | | | \$ | 6,090,853 |



0001-Genera Revenue Fund - Incorporated

Department: Central Services Office

Date:

3/26/2021

Program:

FLEET SERVICES

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Restricted

(\$176,991) CIP

(\$143,666)

Compensation and Benefits

(\$30,725)

Operating Expenses

(\$2,600)

Total:

(\$176,991)

Total:

(\$176,991)

Justification:

Balance Forward for the Fleet Services Program was projected at \$255,045 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual Balance Forward is \$78,054 which is a decrease in Balance Forward of \$176,991. This decrease is the result of more than anticipated expenditures related to the Flake Road Capital Improvement project, which was completed in the first quarter of FY 2020-2021. To offset the reduction in Balance Forward, Fleet Services will reduce the available budget for the Flake Road project, which is now complete, as well as slight reductions in Operating expenses related to Lab Testing and Books, Publications and Memberships. Fleet Services will also be reducing their Compensation and Benefits budget due to a position that will be reclassified.

Alternative:

If this request is not approved, Balance Forward will be understated in the current year.

SAP Document Number:

Approval:

50015217

JJHAYES

Approved

03/23/2021

APPROVED IN REGULAR SESSION BOARD OF COUNTY COMMISSIONERS

THIS 6 DAY OF Oprul

Rachel Sadoff, Clerk
BY: Wash Human



0001-Genera Revenue Fund - Incorporated

Department:

Central Services Office

Date:

3/16/2021

Program:

ASSET MANAGEMENT

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

\$24,001 Operating Expenses

\$24,001

Total:

\$24,001

Total:

\$24,001

Justification:

Balance Forward for Asset Management was projected at \$0 during budget development of the FY 2020-2021 budget. Upon completion ofthe annual audit and reconciliation of the financial statements, the actual Balance Forward is \$24,001. This increase was a result of collecting more than anticipated in Surplus Sales revenue and spending less than anticipated in Compensation and Benefits dueto the resignation of a staff member. This budget request appropriates the additional Balance Forward to Other Contracted Services for temporary staffing needs, Operating Supplies for warehouse safety equipment, uniforms for new employees, and Repair and Maintenance for equipment repair.

Alternative:

If this budget change request is not approved, Balance Forward will be understated in the current year.

SAP Document Number:

Approval:

SADARLING **KNETERER**

Approved Approved 03/09/2021 03/09/2021

JJHAYES

Approved

03/12/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS**

THIS Lo DAY OF Open 2021

Rachel Sadoff, Clerk

BY: Debach Hamer D.C.



0012-Fine and Forfeiture Fund

Department: Court Programs

Date:

3/16/2021

Program:

STATE ATTORNEY

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

\$75,195 Operating Expenses

\$75,195

Total:

\$75,195

Total:

\$75,195

Justification:

Balance Forward for the Fine and Forfeiture Fund was projected at \$115,000 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$190,195 which is an increase in Balance Forward of \$75,195. This increase was a result of unspent Operating Expenses. This budget request appropriates the additional balance forward to operating supplies to support the Subpoena Services program.

Alternative:

If this budget change requet is not approved, the budget will remain understated.

SAP Document Number:

Approval:

JJHAYES

Approved

03/12/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS L DAY OF April

Rachel Sadoff Clerk

BY: Debrah Having D.C.



1392-Solicitation Assessment

Department: Court Programs

Date:

3/24/2021

Program:

JUDICIAL BRANCH

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

(\$2,135) Operating Expenses

(\$2,135)

Total:

(\$2,135)

Total:

(\$2,135)

Justification:

Balance Forward for the Drug Court Administration Program was projected at \$5,175 during budget development of the FY2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$3,040, which is a decrease in Balance Forward of \$2,135. This decrease was a result of over-estimating fines received during the FY2019-2020 fiscal year. Per FS 796.07, the Fines & Forfeits collected from violations of this statute are to be used solely for paying the administration costs of treatment-based drug court programs. As a result of this decrease in Balance Forward, less funds are available for expenses pertaining to the administration of Drug Court programs in FY21.

Alternative:

If this BCR is not approved, the FY2020-2021 budget revenues and expenditures will not balance, nor accurately reflect the amounts available in this fund for administration of Brevard County's Drug Court programs. This BCR is needed to ensure the fund's budget is not overspent.

SAP Document Number:

Approval:

50015181

JJHAYES

Approved

03/12/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS**

Rachel Sadoff, Clerk

BY: Juboral Human D.C.



Fund:

1400-Court Related Technology

Department:

Court Programs

Date:

3/23/2021

Balance Forward Operating

Program:

COURT INFORMATION TECHNOLOGY

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

\$146,233 Capital Outlay

\$48,744

Operating Expenses

\$97,489

Total:

\$146,233

Total:

\$146,233

Justification:

Balance Forward for the Judicial Support Court Related Technology fund was projected at \$19,403 during development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$165,636, which is an increase in Balance Forward of \$146,233. This increase was a result of collecting more than anticipated in Recording Fees in FY 2019-2020. This budget change request appropriates the additional balance forward to purchase critical capital equipment for the State Attorney and Public Defender's Office and for operating expenditure to enhance the use of remote proceedings, where litigants appear from locations other than the three courthouses.

Alternative:

If this budget change request is not approved, the balance forward for this budget will remain understated.

SAP Document Number:

Approval:

50015233

JJHAYES

Approved

03/23/2021

APPROVED IN REGULAR SESSION BOARD OF COUNTY COMMISSIONERS

THIS 6 DAY OF Optil 2021

Rachel Sadoff,Clerk
BY: Duboxa J. Humfly D.C.



Fund:

1402-State Court Facilities

Department:

Court Programs

Date:

3/16/2021

Program:

COURT FACILITIES

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Restricted

\$345,161 CIP

\$345,161

Total:

\$345,161

Total:

\$345,161

Justification:

Balance Forward for Court Facilities was projected at \$0 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$345,161, which is primarily the result of setting aside Reserves to offset prior-year shortfalls in revenue, which have now stabilized. Balance Forward funds are being allocated to the following priority facility need: Harry T. & Harriette V. Moore Justice Center 4th floor HVAC system air handling unit replacement. The replacement will be performed under the County-wide HVAC Maintenance Term Contract.

Alternative:

If this Budget Change Request is not approved, balance forward cannot be recognized and the budget will remain understated.

SAP Document Number:

Approval:

50015111

JJHAYES

Approved

03/12/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS**

THIS L DAY OF DIPLL 2021

Rachel Sadoff, Clerk

BY: Deboral Human D.C.



0031-800 Mhz Operating

Department: Emergency Management Office

Date: 3/26/2021

Program:

800MHZ

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

\$151,368 Operating Expenses

\$151,368

Total:

\$151,368

Total:

\$151,368

Justification:

Balance Forward for the 800 Mhz Operating fund was projected at \$200,000 during development of the FY2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$351,368 which is an increase of \$151,368. This increase was partially due to a General Fund Transfer to the program to cover a portion of the multi-year critical need project for the Public Safety Radio System. This project was approved by the Board of County Commissioners on February 12, 2019, and awarded as a multi-year project on July 31,2019, for \$3,691,306. The increase was also a result of savings from switching contracted services to the division's staff. This additional funding will go towards the continued P25 project upgrade.

Alternative:

If this budget change request is not approved the balance forward budget will remain understated.

SAP Document Number:

Approval:

50015219

JJHAYES

Approved

03/23/2021

MVWALLACE

Approved

03/23/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS 6 DAY OF Opul 2021

Rachel Sadoff, Clerk

BY: Debour A Funds D.C.



1383-800 MHz reconfiguration contract

Department: Emergency Management Office

Date:

3/26/2021

Program:

800MHZ

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

(\$43,970) Operating Expenses

(\$43,970)

Total:

(\$43,970)

Total:

(\$43,970)

Justification:

Balance Forward for the 800 Mhz Reconfiguration fund was projected at \$174,521 during budget development of the FY2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$130,551 which is a decrease in Balance Forward of \$43,970. This decrease in Balance Forward was a result of unanticipated structural and equipment repairs/maintenance during FY2019-2020, to move forward with the transition of the 800 MHz Radio Frequency equipment/sites from analog to digital. This transition is a multi-year critical need project for the 800 Mhz Public Safety Radio System to conform to the latest FCC standards and interoperability requirements from the State, as approved by the Board of County Commissioners, in regular session on February 12, 2019, and awarded on July 31, 2019 for \$3,691,306 as a multi-year project.

Alternative:

If this budget change request is not approved the Balance Forward will remain overstated.

SAP Document Number:

Approval:

50015220

JJHAYES **MVWALLACE**

Approved Approved 03/23/2021 03/23/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS L DAY OF April

Rachel Sadoff, Clerk
BY: Wborah HUMUND.C.



Fund:

1351-Emergency Medical Service

Department: Fire Rescue Department

Date:

3/23/2021

Program:

EMERGENCY MEDICAL SERVICES

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Restricted

\$26,012 CIP

\$26,012

Total:

\$26,012

Total:

\$26,012

Justification:

Balance Forward for Fire Rescue Emergency Medical Services (EMS) Fund 1351 was projected at \$2,085,261 during budget development of the FY 2019-2020 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$2,111,273 which is an increase in Balance Forward of \$26,012. This increase in B/F represents a reduction in expenditures in the funds utilized for paramedic training due to COVID-19. This budget request appropriates the additional balance forwardtowards the costs associated in construction of Station 88, previously approved by the Board but, has been subject to increased construction costs.

Alternative:

If this budget change request for Emergency Medical Services(EMS)is not approved, construction for station 88 will be delayed for this fiscal year.

SAP Document Number:

Approval:

MTSCHOLLMEYE **IFKHAN**

Approved Approved 03/12/2021 03/15/2021

JJHAYES

Approved

03/22/2021

MVWALLACE

Approved

03/22/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS 6 DAY OF Opul 2004

Rachel Sadoff Clerk
BY: Debot of Henry D.C.



Fund:

1355-EMS Public Safety Support

Department: Fire Rescue Department

Date:

3/24/2021

Program:

EMERGENCY MEDICAL SERVICES

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

\$7,795,449 Reserves - Capital

\$7,795,449

Total:

\$7,795,449

Total:

\$7,795,449

Justification:

The Fire Rescue Emergency Medical Services (EMS) Public Safety Support Fund was created in accordance with Board direction on November 5, 2020 to allocate CARES Act Coronavirus Relief Funds for the reimbursement of eligible Countywide EMS Transport payroll expenses. The Balance Forward of \$7,795,449 represents the Countywide EMS Transport reimbursement for the time period of March 1, 2020 through September 30, 2020. These funds are being set-aside into Capital Reserves to fund future Fire Rescue EMS Capital and Infrastructure plans.

Alternative:

If the Balance Forward from Fire Rescue Public Safety Internal Support Fund is not recognized, funds shall remain unappropriated.

SAP Document Number:

Approval:

50015202

MTSCHOLLMEYE

Approved Approved

03/23/2021 03/23/2021

3/23/21

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS 6 DAY OF Ophl 2021

Rachel Sadoff,Clerk
BY: Dubor White D.C.



1360-Public Safety Internal Support

Department: Fire Rescue Department

Date:

3/26/2021

Balance Forward Operating

Program:

FIRE RESCUE OPERATIONS

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

\$483,058 Operating Expenses

\$293,055

Capital Outlay

\$190,003

Total:

\$483,058

Total:

\$483,058

Justification:

Balance Forward for Fire Rescue Public Safety Internal Support Fund was projected at \$0 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$483,058. This increase was a result of capital outlay and operating expenses that were delayed in FY 2019-2020 primarily due to COVID-19, as well as savings associated with capital projects being completed for less than budgeted. Funds are being carriedforward and appropriated as follows: Heavy Duty Lifts, \$121,003; Fleet Maintenance Supplies, \$127,000; Station 43 Structural Steel Repairs, \$80,000; Electronic Patient Care Report (ePCR) Laptops, \$69,000; Paramedic School, \$55,631; Tultion reimbursement, \$20,000; Station Repair and Maintenance, \$10,424.

Alternative:

If this budget request is not approved, fund balance will be understated and funds will not be available to allocate as indicated.

SAP Document Number:

Approval:

50015201

MTSCHOLLMEYE **IFKHAN**

Approved Approved

03/12/2021 03/15/2021

JJHAYES

Approved

03/24/2021

MVWALLACE

Approved

03/25/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS L DAY OF Applel

Rachel Sadoff, Clerk BY: Delocroil Humer



0001-Genera Revenue Fund - Incorporated

Department: General Government Operations

Date: 3/26/2021

Program:

GENERAL GOVERNMENT OPERATIONS

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

\$3,142,942 Reserves - Capital

\$5,186,295

Balance Forward Operating Transfers - General Revenue

\$2,043,353

Total:

\$5,186,295

Total:

\$5,186,295

Justification:

General Government Fund 0001 Balance Forward was projected at \$26,866,270 during budget development of the FY 2020-2021 budget.

completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$30,009,212 which is an increase in Balance Forward of \$3,142,942. This increase is primarily a result of estimated declines in Sales Tax and State Shared Revenues associated with COVID-19 being less than originally anticipated. This budget request recognizes the unbudgeted balance forward, as well as a transfer from General Government Fund 0002 unbudgeted Balance Forward and appropriates to General Fund 0001 to be set-aside for completion of the new Emergency Operations Center (EOC). As alternative funds are identified and allocated to the EOC, this capital reserve can be reallocated as part of the FY2021-2022 budget development process for other unfunded critical needs.

Alternative:

If this budget change request is not approved, the balance forward in this fund will remain understated.

SAP Document Number:

Approval:

JJHAYES

Approved

03/26/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS**

Rachel Sadoff Clerk
BY: Liboral Kull D.C.



0002-General Revenue Fund - Unincorporated

Department: General Government Operations

Date: 3/26/2021

Program:

GENERAL GOVERNMENT OPERATIONS

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

\$1,905,577

Transfers - General Revenue

(\$1,905,577)

Total:

\$0

Total:

\$0

Justification:

General Government Fund 0002 Balance Forward was projected at \$2,748,125 during budget development of the FY 2020-2021 budget.

completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$4,653,702 which is an increase in Balance Forward of \$1,905,577. This increase is a result of estimating declines in Sales Tax and State Shared Revenues associated with COVID-19 being less than originally anticipated. This budget request recognizes the unbudgeted balance forward, and appropriates to General Fund 0001 to be set-aside for completion of the new Emergency Operations Center (EOC). As alternative funds are identified and allocated to the EOC, this Capital Reserve can be reallocated as part of the FY2021-2022 budget development process for other unfunded critical needs.

Alternative:

If this budget change request is not approved, the balance forward in this fund will remain understated.

SAP Document Number:

Approval:

50015234

JJHAYES

Approved

03/25/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS**

THIS DAY OF Opul 2021

Rachel Sadoff, Clerk
BY: Quaxou Hours D.C.



Fund:

1720-Coronavirus Relief Fund

Department:

General Government Operations

Date:

3/26/2021

Balance Forward Operating

Program:

GENERAL GOVT CARES ACT

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

(\$12,585,172)

Intergovernmental

(\$78,222,889) Operating Expenses

(P44 OPE 070)

and governmental

\$48,612,228 Compensation and Benefits

(\$11,065,376)

Statutory Reduction

(\$2,433,270) Grants and Aid

(\$8,340,208)

Miscellaneous

\$53,175

Total:

(\$31,990,756)

Total:

(\$31,990,756)

Justification:

This budget change requests amends the budget of the FY2020-2021 CARES Act Coronavirus Relief Fund (CRF). The FY2020-2021 Current Budget for the CRF was established at \$78,222,889, based on initial estimates of FY2019-2020 Board approved program expenses. Upon completion of the annual audit and reconciliation of the financial statements, the actual FY 2020-2021 remaining CRF balance is \$46,181,618, which is a decrease of \$32,048,271. This decrease is the result of expending more than anticipated in FY2019-2020 eligible public safety payroll expenses. This budget change decreases the Balance Forward budget, correctly categorizes the remainingbalance as Grant Revenue, and recognizes Interest Earned. Funds are appropriated in accordance with Board approved programs to finalize remaining eligible expenditures.

Alternative:

If this budget change request is not approved, the Coronavirus Relief Fund will be overstated.

SAP Document Number:

Approval:

50015230

JJHAYES

Approved

03/25/2021

75

APPROVED IN REGULAR SESSION BOARD OF COUNTY COMMISSIONERS

THIS LO DAY OF april 2021

Rachel Sadoff, Clerk
BY: Debaals Thomas D.C.



0035-Affordable Housing Trust Fund

Department: Housing and Human Services Department

Date:

3/23/2021

Program:

COMMUNITY PLANNING AND REVITALIZATION

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

\$35,746 Operating Expenses

\$35,746

Total:

\$35,746

Total:

\$35,746

Justification:

Balance Forward for the Affordable Housing Fund/Payment in Lieu of Taxes budget was projected at \$377,132 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$412,878, which is an increase in Balance Forward of \$35,746. This increase was a result of unexpended repair and maintenance projects in the repair and maintenance budget in FY 2019-2020. This budget request appropriates the additional balance forward to the repair and maintenance budget, which will be needed to successfully rehab and repair homes.

Alternative:

If this budget change request is not approved, actual revenues will be understated.

SAP Document Number:

Approval:

50015095

IJGOLDEN CLROLLYSON JJHAYES

Approved Approved Approved 03/10/2021 03/12/2021 03/12/2021

JPLIESENFELT

Approved

03/22/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS & DAY OF april

Rachel Sadoff, Clerk
BY: Debor & Hour D.C.



1490-SHIP Trust Fund

Department: Housing and Human Services Department

Date:

3/23/2021

Program:

COMMUNITY PLANNING AND REVITALIZATION

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

\$234,523 Operating Expenses

\$234,523

Total:

\$234,523

Total:

\$234.523

Justification:

Balance Forward for the State Housing Initiative Partnership Operating fund was projected at \$1,055,091 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$1,289,614, which is an increase in Balance Forward of \$234,523. This increase was a result of underestimating carry forward from ongoing rehab projects in the repair and maintenance budget in FY 2019-2020. This budget request appropriates the additional balance forward to the repair and maintenance budget, which will be needed to successfully rehab and repair homes.

Alternative:

If this budget change request is not approved, actual revenues will not be recognized and the budget will be out of balance.

SAP Document Number:

Approval:

50015151

IJGOLDEN CLROLLYSON JJHAYES

Approved Approved Approved 03/10/2021 03/12/2021 03/18/2021

JPLIESENFELT

Approved

03/19/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS to DAY OF ORLY 2021

Rachel Sadoff, Clerk

BY: Deboral theres D.C.



1492-FHFC-Coronavirus Relief Fund

Department: Housing and Human Services Department

Date:

3/24/2021

Program:

COMMUNITY RESOURCES

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Intergovernmental

\$1,010,778 Operating Expenses

\$287,974

Statutory Reduction

(\$50,539) Compensation and Benefits

(\$53,340)

Balance Forward Operating

(\$725,605)

Total:

\$234,634

Total:

\$234,634

Justification:

This budget change request is to recognize the unspent grant balance within the Coronavirus Relief Fund (CRF). The CRF grant was approved by the Board of County Commissioners on August 4, 2020. The grant funds were deposited on August 14, 2020 in the amount of \$975,605. \$10,469.99 of these grant funds were expended in FY 19/20, leaving a balance of \$965,135 to be recognized in FY 20/21. \$725,605 of these funds were originally budgeted as balance forward in error. This budget change request will be correcting this error to reflect CRF grant revenue within the Intergovernmental Revenue line item. The net increase to the CRF budget will be \$234,634. The funds will be used to reimburse expenses that were incurred to assist Brevard County citizens, impacted by COVID-19, with home repairs, as well as, rental and mortgage assistance. Per the attached Board Memorandum, the County Manager is authorized to approve all necessary budget change requests.

Alternative:

Should this budget change request not get approved, these grants funds will have to be remitted back to the State.

SAP Document Number:

Approval:

50015153

IJGOLDEN CLROLLYSON **JJHAYES**

Approved Approved Approved 03/10/2021 03/12/2021

03/18/2021

JPLIESENFELT

Approved

03/24/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS**

THIS L DAY OF April 2021

Rachel Sadoff, Clerk
BY: Debotch + Lune D.C.



Fund:

5050-Risk Management

Department: Human Resources Office

Date:

3/16/2021

Program:

RISK MANAGEMENT

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Capital

\$58.077 Reserves - Restricted

\$58,077

Total:

\$58,077

Total:

\$58,077

Justification:

Balance Forward for the Human Resources Risk Management Fund was projected at \$20,455,777 during development of the FY 2020-2021 budget. Upon completion of the annual audit and reconcillation of the financial statements, the actual balance forward is \$20,513,854. This is an increase in Balance Forward in the amount of \$58,077. The increase was primarily a result of increased insurance claims reimbursement revenue, partially offset by increases in claims expense and operating expenses over much of the post-projection period. The additional Balance Forward will be appropriated according to the non-catastrophic portion of reserves using thesame methodology in budget developmment.

Alternative:

If this budget change request is not approved, the budget will not properly reflect funds on hand.

SAP Document Number:

Approval:

50015086

GXVISCO KNETERER

Approved Approved

03/09/2021 03/09/2021

JJHAYES

Approved

03/12/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS**

THIS Le DAY OF april 2021

Rachel Sadoff, Clerk
BY: Deborech Helius D.C.



Fund:

5051-Employee Benefits

Department: Human Resources Office

Date:

3/26/2021

Program:

EMPLOYEE BENEFITS

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Capital

\$1,875,328 Reserves - Restricted

\$1,875,328

Total:

\$1,875,328

Total:

\$1,875,328

Justification:

Balance Forward for the Human Resources Employee Benefits Fund was projected at \$38,850,000 during development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$40,725,328. This is an increase in Balance Forward in the amount of \$1,875,328. However, this represents a decrease when compared to the FY19-20 Balance Forward of \$43.4M This increase was primarily a result of favorable claims experience and higher than anticipated rebates revenue. The additional Balance Forward will be appropriated for Restricted Insurance Reserves in compliance with State statutory requirements for self-insured plans.

Alternative:

If this budget change request is not approved, the budget will not properly reflect funds on hand.

SAP Document Number:

Approval:

50015085

GXVISCO KNETERER

Approved Approved 03/09/2021 03/09/2021

JJHAYES

Approved

03/12/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS Le DAY OF april 2001

Rachel Sadoff, Clerk
BY: Dibonah Thomas D.C.



1041-S Brevard/Micco Library Endowment

Department: Library Services Department

Date: 3/23/2021 Program:

LIBRARY PUBLIC SERVICES

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Capital

\$44,191 Operating Expenses

\$44,191

Total:

\$44,191

Total:

\$44,191

Justification:

Balance forward for the South Mainland Library Endowment Fund was projected at \$171,821 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$216,012 which is an increase in Balance Forward of \$44,191. This increase was a result of collecting more than anticipated donations. This budget request appropriates the additional balance forward for repairs and maintenance, and to replace furnishings in public areas of the library.

Alternative:

If this budget change request is not approved, the Balance Forward Revenue will be understated and will not accurately reflect theamount of the South Mainland Library Endowment Fund budget.

SAP Document Number:

Approval:

50015189

GPRIETH CLROLLYSON JJHAYES

Approved Approved 03/12/2021 03/15/2021

JPLIESENFELT

Approved

03/22/2021

Approved

03/22/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS Le DAY OF Opel 2021

Rachel Sadoff, Clerk
BY: Dibanh Hum D.C.



1043-Cocoa Library Endowment

Department: Library Services Department

Date:

3/23/2021

Program:

LIBRARY PUBLIC SERVICES

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Capital

\$36,779 Capital Outlay

\$25,783

Operating Expenses

\$10,996

Total:

\$36,779

Total:

\$36,779

Justification:

Balance Forward for the Catherine Schweinsberg Rood Central Library Endowment Fund was projected at \$50,171 during development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual Balance Forward is \$86,950 which is an increase of \$36,779. This increase was a result of collecting more than anticipated donations. This budget request appropriates the additional balance forward for Books, a capital expense, and to replace furnishings in public areas of the library.

Alternative:

If this budget change request is not approved, the Balance Forward Revenue will be understated and will not accurately reflect theamount of the Catherine Schweinsberg Rood Central Library Endowment Fund budget.

SAP Document Number:

Approval:

50015192

GPRIETH CLROLLYSON

Approved Approved 03/12/2021 03/15/2021

JJHAYES

Approved

03/22/2021

JPLIESENFELT

Approved

03/22/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS**

THIS DAY OF Opril 2021

Rachel Sadoff, Clerk

BY: Diborol Huns D.C.



1044-Cocoa Beach Library Endowment

Department: Library Services Department

Date: 3/23/2021 Program:

LIBRARY PUBLIC SERVICES

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Capital

(\$5,270) Operating Expenses

(\$5,270)

Total:

(\$5,270)

Total:

(\$5,270)

Justification:

Balance Forward for the Cocoa Beach Library Endowment Fund was projected at \$506,165 during development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual Balance Forward is \$500,895 which is an decrease of (\$5,270). This decrease was a result of collecting less than anticipated donations. This budget request reduces the Operating Equipment budget to reflect the decreased actual Balance Forward amount.

Alternative:

If this budget change request is not approved, the Balance Forward Revenue will be overstated and will not accurately reflect the amount of the Cocoa Beach Library Endowment Fund budget.

SAP Document Number:

Approval:

50015193

GPRIETH CLROLLYSON JJHAYES

Approved Approved

03/12/2021 03/15/2021

Approved

03/22/2021

JPLIESENFELT

Approved

03/22/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS DAY OF April 20 21

Rachel Sadoff, Clerk
BY: Deborah Turn D.C.



1045-Eau Gallie Library Endowment Fund:

Department: Library Services Department

Date: 3/23/2021

Program:

LIBRARY PUBLIC SERVICES

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Capital

(\$5,380) Capital Outlay

(\$5,380)

Total:

(\$5,380)

Total:

(\$5,380)

Justification:

Balance Forward for the Eau Gallie Library Endowment Fund was projected at \$26,020 during development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual Balance Forward is \$20,640 which is an decrease in Balance Forward of \$5,380. This decrease was a result of collecting less than anticipated donations. This budgetrequest reduces the Books budget, a capital expense, to reflect the decreased amount of the actual Balance Forward.

Alternative:

If this budget change request is not approved, the Balance Forward Revenue will be overstated and will not accurately reflect the amount of the Eau Gallie Library Endowment Fund budget.

SAP Document Number:

Approval:

50015194

GPRIETH **CLROLLYSON** JJHAYES

Approved Approved Approved 03/12/2021 03/15/2021

JPLIESENFELT

Approved

03/22/2021

03/22/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS 6 DAY OF ORTUL 2012

Rachel Sadoff, Clerk
BY: Juhan D.C.



Fund:

1046-W Melbourne Library Endowment

Department: Library Services Department

Date:

3/23/2021

Program:

LIBRARY PUBLIC SERVICES

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Capital

(\$4,228) Operating Expenses

(\$4,228)

Total:

(\$4,228)

Total:

(\$4,228)

Justification:

Balance Forward for the West Melbourne Library Endowment Fund was projected at \$84,399 during development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$80,171 which is an decrease in Balance Forward of (\$4,228). This decrease was a result of collecting less than anticipated donations. This budget request reduces the Repairs and Maintenance and the Operating Equipment budgets to reflect the decreased actual Balance Forward amount.

Alternative:

If this budget change request is not approved, the Balance Forward Revenue will be overstated and will not accurately reflect the amount of the West Melbourne Library Endowment Fund budget.

SAP Document Number:

Approval:

50015195

GPRIETH CLROLLYSON JJHAYES

Approved Approved 03/12/2021 03/15/2021

Approved

03/22/2021

JPLIESENFELT

Approved

03/22/2021

APPROVED IN REGULAR SESSION

BOARD OF COUNTY COMMISSIONERS

THIS 6 DAY OF Opul 20 PU

Rachel Sadoff, Clerk



Fund:

1053-Suntree Library Endowment

Department: Library Services Department

Date:

3/23/2021

Program:

LIBRARY PUBLIC SERVICES

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Capital

(\$3,061) Capital Outlay

(\$3,061)

Total:

(\$3,061)

Total:

(\$3,061)

Justification:

Balance Forward for the Suntree Viera Library Endowment Fund was projected at \$32,844 during development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$29,783 whichis an decrease in Balance Forward of (\$3,061). This decrease was a result of collecting less than anticipated donations. This budget request reduces the Books budget, a capital expense, to reflect the decreased actual Balance Forward amount.

Alternative:

If this budget change request is not approved, the Balance Forward Revenue will be overstated and will not accurately reflect the amount of the Suntree Viera Library Endowment Fund budget.

SAP Document Number:

Approval:

50015198

GPRIETH CLROLLYSON

Approved Approved 03/12/2021 03/15/2021

JJHAYES

Approved

03/23/2021

JPLIESENFELT

Approved

03/23/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS LO DAY OF april 2021

Rachel Sadoff, Clerk)
BY: Duborous William D.C.



1070-Library Services

Department: Library Services Department

Date:

3/26/2021

Balance Forward Operating

Program:

LIBRARY PUBLIC SERVICES

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

\$1,187,038 Operating Expenses

\$457,038

Capital Outlay

\$10,000

CIP

\$720,000

Total:

\$1,187,038

Total:

\$1,187,038

Justification:

Balance Forward for Library Services Fund was projected at \$7,015,000 during development of the FY2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$8,202,038 which is an increase of \$1,187,038. This increase was a combined result of collecting more than anticipated funding; less than anticipated compensation/benefit and operating expenses, and delays in CIP projects. The appropriations include: increases to individual libraries general budgets due to reductions in Fines&Fees-\$9,792; high touch surface cleaning-\$80,000; plexiglass, chairs and ADA compliant furniture-\$161,142; replacing the State Aid to Libraries projected funding reduction-\$145,000; HVAC assessments-\$25,000; Repairs & Maintenance-\$25,000; other operating expenses-\$11,104 and Mobile library books/media-\$10,000. Funding is also appropriated for CIP projects including; CSR Central parking lot repaving-\$125,000; Melbourne Beach lightpoles replacement - \$65,000; Eau Gallie HVAC unit replacement - \$210,000; Cocoa Beach HVAC project-\$100,000; Cocoa Beach flat roof replacement-\$50,000; Satellite Beach column repairs - \$100,000; CSR sewerline repairs-\$50,000 & W Melbourne additional paving-\$20,000.

Alternative:

If this budget change request is not approved, the Balance Forward Revenue will be understated and will not accurately reflect theamount of the Library Services Fund 1070 budget.

SAP Document Number:

Approval:

50015199

GPRIETH CLROLLYSON Approved Approved 03/12/2021 03/17/2021 03/23/2021

JJHAYES JPLIESENFELT

Approved Approved

03/23/2021

APPROVED IN REGULAR SESSION BOARD OF COUNTY COMMISSIONERS THIS & DAY OF April 2021

Rachel Sadoff, Clerk
BY: Debarah Haum D.C.



1510-Merritt Island Redevelopment Agency

Department: Merritt Island Redevelopment Agency

3/16/2021

Program:

MERRITT ISLAND REDEVELOPMENT AGENCY

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Restricted (\$333,920) CIP (\$250,000)

Operating Expenses

(\$83,920)

Total:

(\$333,920)

Total:

(\$333,920)

Justification:

Balance Forward for the Merritt Island Redevelopment Agency Fund was projected at \$4,522,271 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance is \$4,188,351 which is a decrease in Balance Forward of \$333,920. This decrease was the result of higher than anticipated expenses related to Capital Projects such as Veteran's Memorial Park as well as sewer to septic grant payments in FY 2019-2020. This budget requestreduces the budget for the Plumosa Stormwater Capital project as well as the Merritt Island Mall Redevelopment project as both ofthese projects are not expected to begin in FY 2020-2021.

Alternative:

If this request is not approved, Balance Forward will be overstated in FY2020-2021.

SAP Document Number:

Approval:

50015079

JJHAYES

Approved **JDENNINGHOFF** Approved 03/10/2021

03/10/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS**

THIS Le DAY OF Opril 2001

Rachel Sadoff Clerk

BY: Discoul Hely D.C.



1090-Mosquito Control - Local

Department:

Mosquito Control Department

Date:

3/23/2021

Balance Forward Operating

Program:

COUNTYWIDE MOSQUITO CONTROL

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

\$321,819 Operating Expenses

\$197,000

Reserves - Capital

\$124,819

Total:

\$321,819

Total:

\$321,819

Justification:

Balance Forward for the Mosquito Control Countywide fund was projected at \$3,210,000 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual Balance Forward is \$3,531,819, which is an increase in Balance Forward of \$321,819. This increase was a result of less than anticipated Capital Outlay and materials purchases in FY 2019-2020. This budget request appropriates the additional Balance Forward to pesticide chemicals, contingency aerial treatment services, and capital reserves for future project expenses.

Alternative:

If this Budget Change Request is not approved, the budget will be understated.

SAP Document Number:

Approval:

50015209

JFAELLA **KNETERER**

Approved Approved 03/12/2021

JJHAYES

Approved

03/15/2021

03/22/2021

JDENNINGHOFF

Approved

03/22/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS LO DAY OF April 2021

Rachel Sadoff, Clerk
BY: Duockel + Kull D.C.



0004-Natural Resources Management Dept.

Department: Natural Resources Management Office

Date: 3/23/2021 Program:

ENVIRONMENTAL REMEDIATION

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Restricted

\$191,408 Operating Expenses

\$126,032

Balance Forward Capital

\$65,611 Capital Outlay

\$30,408

Balance Forward Operating

(\$24,998) Reserves-Operating

\$38,832

Compensation and Benefits

\$36,749

Total:

\$232,021

Total:

\$232,021

Justification:

Balance Forward for the Natural Resources Management Fund was projected at \$1,241,377 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$1,473,398 which is an increase of \$232,021. The two programs affecting Balance Forward are the Environmental Management Program (ERM) with an increase in balance forward due to increased permitting revenues and the Environmental Remediation and Compliance Program (ERC) with savings related to travel as well as less than expected Operating Expenses. ERM's Balance Forward is to be allocated asfollows: \$63,611 to Other Contracted Services and \$2,000 for two laptops for two new employees, offset by a \$24,998 reduction inbalance forward for Viera Wetlands. ERC's Balance Forward is allocated as follows: \$62,190 for Other Contracted Services, \$36,980 for Salaries and Benefits related to position reclassifications and cost distribution changes, \$28,408 for a replacement vehicle and \$63,830 to reserves.

Alternative:

The adjustment of Balance Forward is necessary to accurately reflect account balances within the Natural Resources Management Fund.

SAP Document Number:

Approval:

50015208

TEBELFLOWER VHBARKER **KNETERER**

Approved Approved Approved 03/12/2021 03/12/2021

JJHAYES

Approved

03/15/2021 03/22/2021

JDENNINGHOFF

Approved

03/22/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS DAY OF april 2021

Rachel Sadoff, Clerk
BY: Dibrah Hull D.C.



Fund: 0032-Beaches, Boating and Waterways

Department: Natural Resources Management Office

Date: 3/23/2021

Program:

WATERSHED CAPITAL PROJECTS

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Capital

\$44,395 Operating Expenses

\$44,395

Total:

\$44,395

Total:

\$44,395

Justification:

Balance Forward for the Beaches, Boating and Waterways Fund was projected at \$252,365 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$296,760 which is an increase of \$44,395. The increase in balance forward in the Beaches and Coastal Admin program is due to less than expected operating expenditures plus additional balance forward moved from Hurricane Sandy to operating funds. These funds are allocated to Other Contracted Services for emergency response activity. The decrease in Balance Forward to the Boating and Waterwaysprogram is due to the higher than anticipated Other Contracted Services expenditures. The increase in Balance Forward to the Griffis Landing Program is the result of less than anticipated project expenditures. These funds will be carried over into Fiscal Year 2021 to Griffis Landing buildings Repair and Maintenance. The decrease in Balance Forward for the Derelict Vessel program is dueto more than anticipated expenses related to derelict vessel removal and Other Contracted Services for this program has been adjusted accordingly with funding still available for future derelict vessel removals.

Alternative

The adjustment of Balance Forward is necessary to accurately reflect account balances within the Beaches, Boating and Waterways Fund.

SAP Document Number:

50015210

Approval:

TEBELFLOWER VHBARKER KNETERER JJHAYES

Approved Approved Approved 03/12/2021 03/12/2021 03/15/2021 03/22/2021

JDENNINGHOFF Approved

03/22/2021

APPROVED IN REGULAR SESSION BOARD OF COUNTY COMMISSIONERS

THIS DAY OF Optil 2021

Rachel Sadoff, Clerk
BY: Door how D.C.



1110-Surface Water County-Wide Improvements

Department: Natural Resources Management Office

Date: 3/23/2021

Program:

WATERSHED CAPITAL PROJECTS

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

\$7,561 Operating Expenses

\$7,561

Total:

\$7,561

Total:

\$7,561

Justification:

Balance Forward for the Surface Water Improvement Division was projected at \$0 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual Balance Forward is \$7,561 which is an increase of \$7,561. The additional Balance Forward is the result of higher than anticipated Charges for Services revenue related to Stormwater Utility receipts from municipalities. This budget request appropriates the additional Balance Forward of \$7,561 to Other Contracted Services for electrical costs related to the Harvester Building.

The adjustment of Balance Forward is necessary to accurately reflect account balances with Surface Water Improvement Division.

SAP Document Number:

Approval:

50015207

TEBELFLOWER VHBARKER KNETERER

Approved Approved Approved Approved

03/12/2021 03/12/2021 03/15/2021

JJHAYES JDENNINGHOFF

Approved

03/22/2021 03/22/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS 6 DAY OF April 2001

Rachel Sadoff, Clerk BY: Duporah Laur



Fund:

1111-Surface Water MSBU - District 1

Department: Natural Resources Management Office

Date:

3/23/2021

Balance Forward Restricted

Program:

WATERSHED DISTRICT 1

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

\$2,139,886 Operating Expenses

\$664,886

CIP

\$1,475,000

Total:

\$2,139,886

Total:

\$2,139,886

Justification:

Balance Forward for the Stormwater District 1 was projected at \$5,271,660 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$7,411,546 which isan increase in Balance Forward of \$2,139,886. The increase is due to less than anticipated Capital Improvement Project expenditures in FY 2019-2020. A portion of the additional Balance Forward will be allocated to Capital Improvement Projects: \$100,000 Basin26; \$650,000 Scottsmoor C; \$650,000 Scottsmoor I; and \$75,000 for Fay Lake. The remaining Balance Forward will be allocated to the following: Other Contracted Services, \$200,000 for area studies and project selection; \$275,000 for Stormwater system maintenance, repair and pond dredging; \$150,000 N Adamson Road culvert lining and \$39,886 for sediment traps and street sweeping.

Alternative:

The adjustment of Balance Forward is necessary to accurately reflect account balances with Stormwater District 1.

SAP Document Number:

50015206

Approval:

TEBELFLOWER VHBARKER **KNETERER**

Approved Approved Approved

Approved

03/12/2021 03/12/2021 03/15/2021

JJHAYES JDENNINGHOFF

Approved

03/22/2021 03/22/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS**

THIS LE DAY OF april 20 21

Rachel Sadoff, Clerk
BY: Discoul Hous D.C.



1112-Surface Water MSBU - District 2

Department: Natural Resources Management Office

Date:

3/23/2021

Program:

WATERSHED DISTRICT 2

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Restricted \$462,079 Operating Expenses

\$62,079

Capital Outlay

\$50,000

CIP

\$350,000

Total:

\$462,079

Total:

\$462,079

Justification:

Balance Forward for Stormwater District 2 was projected at \$4,906,218 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual Balance Forward is \$5,368,297 which is an increase of \$462,079. The increase is due to higher than expected Interest Income as well as less than anticipated Capital Improvement project expenditures. This budget request appropriates the additional balance forward to the following: \$50,000 for North Merritt Island study; \$12,079 to Sediment Traps & Street sweeping; \$50,000 for Pine Island flow meters; \$150,000 Capital Improvement project on Hall Road; and \$200,000 Capital Improvement project on W. Crisafulli Road.

Alternative:

The adjustment of Balance Forward is necessary to accurately reflect account balances with Stormwater District 2.

SAP Document Number:

Approval:

50015205

TEBELFLOWER VHBARKER **KNETERER**

Approved Approved Approved 03/12/2021 03/12/2021 03/15/2021

JJHAYES

Approved

03/22/2021

JDENNINGHOFF

Approved

03/22/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS**

Rachel Sadoff, Clerk
BY: Debytch House D.C.



Fund:

1113-Suface Water MSBU - District 3

Department:

Natural Resources Management Office

Date:

3/24/2021

Program:

WATERSHED DISTRICT 3

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Restricted

\$105,627 Operating Expenses

\$105,627

Total:

\$105,627

Total:

\$105,627

Justification:

Balance Forward for Stormwater District 3 was projected at \$1,900,757 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual Balance Forward is \$2,006,384 which is an increase of \$105,627. The increase is the result of less than anticipated Other Contracted Services and Repair and Maintenance expenses in FY 2019-2020. This budget request appropriates the additional Balance Forward to Other Contracted Services; \$60,627 for Stormwater System Maintenance and pond dredging and \$45,000 for sediment traps and street sweeping.

Alternative:

The adjustment of Balance Forward is necessary to accurately reflect account balances with Stormwater District 3.

SAP Document Number:

Approval:

50015187

TEBELFLOWER VHBARKER KNETERER JJHAYES

Approved Approved Approved Approved 03/11/2021 03/12/2021 03/15/2021

JDENNINGHOFF

Approved

03/23/2021 03/24/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS**

THIS Le DAY OF Opul 2021
Rachel Sadoff Clerk



Fund: 1114-Suface Water MSBU - District 4

Department: Natural Resources Management Office

Date: 3/24/2021 Program:

WATERSHED DISTRICT 4

Type of Request:

Supplement

Revenue Change:

Balance Forward Restricted

Expenditure Change:

(\$797,391) CIP

(\$404,674)

Reserves - Capital

(\$392,717)

Total:

(\$797,391)

Total:

(\$797,391)

Justification:

Balance Forward for Stormwater District 4 was projected at \$3,623,014 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$2,825,623 which is a decrease in Balance Forward of \$797,391. Balance Forward was overestimated due partially to unanticipated progress on construction in the last quarter of FY 2019-2020 as well as collecting less than anticipated in Stormwater Utility Fees. This budget request allocates the reduction in Balance Forward for the following Capital Improvement Projects: (\$150,033) from the completed Pines Industrial project; (\$19,641) from the completed Basin 1304 construction project; (\$135,000) deleting the Otter Creek project due to a Melbourne project close by; (\$100,000) from Ruby Street construction; and (\$392,717) from Reserves for Capital Outlay.

Alternative:

The adjustment of Balance Forward is necessary to accurately reflect account balances with Stormwater District 4.

SAP Document Number:

Approval:

50015222

TEBELFLOWER VHBARKER **KNETERER**

Approved Approved

Approved

03/15/2021 03/15/2021

JJHAYES

Approved

03/16/2021 03/23/2021

JDENNINGHOFF

Approved

03/24/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS**

Rachel Sadoff, Clerk

BY: Deboten Hourd.C.



Fund: 1115-Suface Water MSBU - District 5

Department: Natural Resources Management Office

Date:

3/24/2021

Program:

WATERSHED DISTRICT 5

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Restricted

(\$49,005) CIP

(\$20,000)

Reserves - Capital

(\$29,005)

Total:

(\$49,005)

Total:

(\$49.005)

Justification:

Balance Forward for Stormwater District 5 was projected at \$1,131,906 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual Balance Forward is \$1,082,901 which is a decrease in Balance Forward of \$49,005. The decrease was caused primarily by less than expected revenues from stormwater utility fees as well as higher than expected Construction expenses occurring at the close of FY 2019-2020. This budget request allocates the reduction in balance forward as follows: (\$20,000) from Lake Washington land purchase and (\$29,005) from Reserves for Capital Outlay.

Alternative:

The adjustment of Balance Forward is necessary to accurately reflect account balances with Stormwater District 5.

SAP Document Number:

Approval:

50015188

TEBELFLOWER VHBARKER **KNETERER JJHAYES**

Approved Approved Approved

Approved

03/11/2021 03/12/2021 03/15/2021

JDENNINGHOFF

Approved

03/23/2021 03/24/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS**

THIS DAY OF ORNE 2021

Rachel Sadoff, Clerk
BY: Debond Heer D.C.



1260-Save Our Indiain River Lagoon Trust Fund

Department: Natural Resources Management Office

Date:

3/16/2021

Program:

SAVE OUR INDIAN RIVER LAGOON

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Restricted

(\$3,661,670) Reserves - Capital

(\$3,661,670)

Total:

(\$3,661,670)

Total:

(\$3,661,670)

Justification:

Balance Forward for the Save Our Indian River Lagoon Program was projected at \$163,068,304 during budget development of the Fiscal Year 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$159,406,634 which is a decrease in the Balance Forward of \$3,661,670. This decrease is primarily the result of higher expenditures than projected at the time of budget development for several large projects. This request offsets the reduction in Balance Forward by reducing Reserves for Capital Outlay for two projects (Sykes Creek and Grand Canal Muck Dredging), which aligns theproject budget for these projects with the balance remaining and amounts indicated in the most recent Save Our Indian River Lagoon Plan Update.

Alternative:

If this Budget Change Request is not approved, the Fund Balance will be overstated.

SAP Document Number:

Approval:

50015100

TEBELFLOWER VHBARKER **KNETERER JJHAYES JDENNINGHOFF**

Approved Approved Approved Approved Approved

03/03/2021 03/03/2021 03/03/2021 03/11/2021 03/11/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS bay OF april 2021

Rachel Sadoff, Clerk

BY: Debocal Thun _ D.C.



Fund:

1260-Save Our Indiain River Lagoon Trust Fund

Department: Natural Resources Management Office

Date:

Taxes

Program:

SAVE OUR INDIAN RIVER LAGOON

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

\$5,123,793 CIP

\$4,867,603

Statutory Reduction

(\$256,190)

Total:

\$4,867,603

Total:

\$4,867,603

Justification:

Revenue for the Save Our Indian River Lagoon Program was projected at \$42,703,068 during budget development of the Fiscal Year 2020-2021 budget. Based on the Plan Update approved by the Board on February 9, 2021 the revised Revenue Projection is \$47,826,861 which is an increase in the Revenue of \$5,123,793. This increase is primarily the result from the Covid-19 pandemic having less of an impact on revenues than anticipated during Budget Creation for FY2021. The increased Revenue generated allows for increasing the Stormwater NIRL Project by \$4,867,603, per the Plan Update for Expenditures in Fiscal Year 2020-2021. This request provides for the following adjustment(s); an increase of \$5,123,793 in the Revenue, offset by the 5% Statutory Reduction, and an increase of \$4,867,603 in Capital Outlay.

Alternative:

If this Budget Change Request is not approved, the SOIRL budget will be understated, and Capital Outlay cannot be increased in accordance with the plan update.

SAP Document Number:

Approval:

TEBELFLOWER VHBARKER **KNETERER**

Approved Approved Approved

03/09/2021 03/09/2021

JJHAYES

Approved

03/10/2021 03/12/2021

JDENNINGHOFF

Approved

03/12/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS**

THIS Le DAY OF April

Rachel Sadoff,Clerk

BY: Deborah Hilly D.C.



1520-N Brevard Economic Development Zone

Department: North Brevard Economic Development Zone

Date:

3/16/2021

Program:

NORTH BREVARD ECONOMIC DEVELOPMENT ZON

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

\$824,978 Compensation and Benefits

\$121,858

Operating Expenses

\$20,892

Grants and Aid

\$825,054

Reserves-Operating

(\$142,826)

Total:

\$824,978

Total:

\$824,978

Justification:

Balance Forward for the North Brevard Economic Development Zone fund was projected at \$7,411,942 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual Balance Forwardis \$8,236,920 which is an increase in Balance Forward of \$824,798. This increase was a result of less than anticipated incentive award payments in FY2019-2020. This request appropriates the additional Balance Forward to Grants and Aids for incentive award payments in the current year, Compensation and Benefits for the addition of two new positions as well as Professional Services for anupdated market valuation report related to Spaceport Commerce Park.

Alternative:

If this request is not approved, Balance Forward will be understated in the current fiscal year.

SAP Document Number:

Approval:

50015168

JJHAYES

JDENNINGHOFF

Approved Approved

03/12/2021

03/15/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS 6 DAY OF april 2021

Rachel Sadoff, Clerk
BY: Duboin & Value D.C.



0016-Central Parks

Department: Parks and Recreation Department

Date:

3/24/2021

Program:

CENTRAL PARK OPERATIONS

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Restricted

\$349,698 CIP

\$349,698

Total:

\$349.698

Total:

\$349,698

Justification:

Balance Forward for the Central Area Parks Operations fund was projected at \$86,000 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$435,698 which is an increase in Balance Forward of \$349,698. This increase is due to operating expenses being charged to the CARES fund in response to the COVID-19 public health emergency in conjunction with unrecognized revenue in FY 2019-2020 from FEMA for Hurricane Irma damages. This budget request increases funding by \$49,698 to replace siding on the Rotary Park Nature Center and allocates \$50,663 to the McLarty Park pool heater project and \$249,337 to connect the Nature Center to the City of Cocoa sewer system that was on the Central Area's unfunded projects list for FY 2020-2021.

Alternative:

If this budget change is not approved, the balance forward cannot be recognized and the balance forward funds will be understated.

SAP Document Number:

Approval:

50015182

LXWOJCIECHOW MEDONNER CLROLLYSON **JJHAYES JPLIESENFELT**

Approved Approved Approved Approved Approved

03/11/2021 03/11/2021 03/12/2021 03/12/2021 03/23/2021

APPROVED IN REGULAR SESSION BOARD OF COUNTY COMMISSIONERS THIS 6 DAY OF april 2021

Rachel Sadoff, Clerk
BY: Dehous Holly D.C.



0017-Wickham Park

Department: Parks and Recreation Department

Date:

3/24/2021

Program:

SOUTH AREA PARK OPERATIONS

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

\$249,828 Operating Expenses

\$249,828

Total:

\$249.828

Total:

\$249,828

Justification:

Balance Forward for the Wickham Park Operating fund was projected at \$491,273 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$741,101 which is an increase in Balance Forward of \$249,828. This increase was a result of collecting more than anticipated in camping fees and underestimating carry forward due to staffing vacancies and unexpended repair and maintenance expenses in the operating budget inFY 2019-2020. This budget request appropriates additional balance forward to repair and maintenance expenses, such as well drilling and well abandonment, roof replacements, sidewalk repairs, gutter replacements, and fence repairs.

Alternative:

If this budget change is not approved, the balance forward cannot be recognized and the balance forward funds will be understated.

SAP Document Number:

Approval:

50015131

LXWOJCIECHOW MEDONNER **CLROLLYSON** JJHAYES

Approved Approved Approved

03/11/2021 03/11/2021 03/12/2021

Approved

03/12/2021

JPLIESENFELT

Approved

03/23/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS**

Rachel Sadoff, Clerk

BY: Discred, Hum D.C.



0022-Manatee Hammock Park

Department:

Parks and Recreation Department

Date:

3/23/2021

Program:

NORTH AREA PARK OPERATIONS

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

\$7,000 Operating Expenses

\$7,000

Balance Forward Restricted

\$125,149 CIP

\$125,149

Total:

\$132,149

Total:

\$132,149

Justification:

Balance Forward for the Manatee Hammock Campground fund was projected at \$957,137 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$1,089,286 which is an increase in the Balance Forward of \$132,149. This increase was a result of collecting more than anticipated in camping fees, underestimating carry forward due to staffing vacancies and unexpended maintenance expenses in the maintenance budget in FY2019-2020. This budget request appropriates the additional balance forward to build new shuffleboard courts, \$25,149; renovate the campgrounds laundry facility, \$100,000, with the remaining going to improve the security at the registration office.

Alternative:

If this budget change is not approved, balance forward cannot be recognized and the balance forward funds will be understated.

SAP Document Number:

Approval:

50015137

LXWOJCIECHOW MEDONNER **CLROLLYSON JJHAYES**

Approved Approved Approved Approved 03/11/2021 03/11/2021 03/15/2021 03/18/2021

JPLIESENFELT

Approved

03/19/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS Le DAY OF April

Rachel Sadoff, Clerk

BY: Dux (a) Hully D.C.



Fund:

0023-Long Point Park District 3

Department:

Parks and Recreation Department

Date:

3/23/2021

Program:

SOUTH AREA PARK OPERATIONS

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

\$60,898 Operating Expenses

(\$139,102)

CIP

\$200,000

Total:

\$60,898

Total:

\$60,898

Justification:

Balance Forward for the Long Point Park Operating fund was projected at \$590,000 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$650,898 which is an increase in Balance Forward of \$60,898. This increase was a result of collecting more than anticipated camping fees and underestimating carry forward due to staffing vacancies and unexpended repair and maintenance expenses in the operating budget in FY 2019-2020. This budget request appropriates the additional balance forward, along with a transfer from repair and maintenance to repave the interior road of the campground.

If this budget change is not approved, the balance forward cannot be recognized and the balance forward funds will be understated.

SAP Document Number:

Approval:

50015132

LXWOJCIECHOW MEDONNER CLROLLYSON JJHAYES

Approved Approved Approved Approved 03/11/2021 03/11/2021 03/12/2021

JPLIESENFELT

Approved

03/12/2021

03/19/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS LO DAY OF Opul 2001

Rachel Sadoff, Clerk
BY: Deposed Hour

198



Fund: Date:

1010-North Parks

3/25/2021

Program:

Department: Parks and Recreation Department

NORTH AREA PARK OPERATIONS

Type of Request: Revenue Change:

Balance Forward Operating

\$267,808 Operating Expenses

\$349,800

Balance Forward Restricted

\$682,000 CIP

\$586,000

Balance Forward Capital \$730,794 Capital Outlay

\$14,008

Reserves - Restricted

Expenditure Change:

\$730,794

Total:

Supplement

\$1,680,602

Total:

\$1,680,602

Justification:

Balance Forward for North Area Parks Operating fund was projected at \$1,004,638 during budget development of the FY2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$2,685,240 which is an increase in Balance Forward of \$1,680,602. This increase was due in part to payroll expenses being charged to the CARES fund for employees dedicated to responding to the COVID-19 emergency and the completion of projects in FY2019-2020. This budget request allocates \$730,794 to reserves for repayment of loan from Risk Management. This change will also release funds from the basketbail court shade structure and allocate funds to the following capital improvement projects: Singleton Tennis Court restroom, \$400,000, from the North Area unfunded project list; swing set addition to the Bernice G. Jackson park, \$10,000; Stuart Park pavilion replacement, \$30,000; Isaac Campbell Sr. Park playground shade cover, \$31,000; playground replacements at Cuyler Park, \$120,000 and Holder Park, \$115,000. Funds are also being allocated to a projector system, \$4,008 and a shed, \$10,000; along with the remainder to operating expenses such as: seawall repairs, kitchen repairs and basketball courts.

Alternative:

If this budget change is not approved, balance forward cannot be recognized and the balance forward funds will be understated.

SAP Document Number:

Approval:

50015160

LXWOJCIECHOW MEDONNER CLROLLYSON **JJHAYES**

Approved Approved Approved

03/11/2021 03/11/2021 03/15/2021 03/24/2021

Approved Approved

JPLIESENFELT

03/25/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS 6 DAY OF April

Rachel Sadoff, Clerk
BY: Dubblah Holley



Fund:

1010-North Parks

Department: Parks and Recreation Department

Date:

3/26/2021

Program:

NORTH AREA PARK OPERATIONS

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

\$317,481 Operating Expenses

\$292,481

Capital Outlay

\$25,000

Total:

\$317,481

Total:

\$317,481

Justification:

Balance Forward for North Area Parks Operating Referendum fund was projected at \$240,000 during budget development of the FY2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$557,481 which is an increase in Balance Forward of \$317,481. This increase was due to underestimating carry forward in FY2019-2020. This budget request allocates \$25,000 to a new shed at Holder Park and remaining funds to replace sod at Chain of Lakes Park.

Alternative:

If this budget change is not approved, balance forward cannot be recognized and the balance forward funds will be understated.

SAP Document Number:

Approval:

50015161

LXWOJCIECHOW MEDONNER **CLROLLYSON**

Approved Approved Approved

Approved

03/11/2021 03/11/2021 03/15/2021 03/24/2021

JJHAYES JPLIESENFELT

Approved

03/25/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS DAY OF OPLL 2001

Rachel Sadoff, Clerk

BY: Debotck + te. D.C.



1011-PSJ/Can Groves MSTU

Department: Parks and Recreation Department

Date:

3/24/2021

Program:

NORTH AREA PARK OPERATIONS

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

(\$7,190) Operating Expenses

(\$7,190)

Balance Forward Restricted

(\$14,000) CIP

(\$14,000)

Total:

(\$21,190)

Total:

(\$21,190)

Justification:

Balance Forward for Port St. John - Canaveral Groves MSTU operating fund was projected at \$173,480 during budget development of the FY2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$152,290 which is a decrease in Balance Forward of (\$21,190). This decrease was a result of overestimating carry forward of expenses in the maintenance budget in FY2019-2020. The sports field lighting project at Space Coast Communities Sports Complex has been quoted lower than anticipated; therefore, this budget request decreases funding for the sports field lighting project in the amount of (\$14,000) along with a reduction in other operating expenses.

Alternative:

If this budget change is not approved, balance forward cannot be recognized and the balance forward funds will be overstated.

SAP Document Number:

Approval:

50015212

LXWOJCIECHOW MEDONNER **CLROLLYSON JJHAYES**

Approved Approved Approved 03/15/2021 03/16/2021 03/16/2021 03/23/2021

JPLIESENFELT

Approved

Approved

03/23/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS LE DAY OF ORDUL 2021

Rachel Sadoff,Clerk BY: Duburch Hum D.C.



Fund:

1019-Parks South Area Operations

Department:

Parks and Recreation Department

Date:

3/24/2021

Program:

SOUTH AREA PARK OPERATIONS

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

\$373,092 Operating Expenses

\$225,092

Balance Forward Restricted

\$3,133,559 Capital Outlay

\$148,000

CIP

\$3,133,559

Total:

\$3,506,651

Total:

\$3,506,651

Justification:

Balance Forward for the South Area Parks Operating fund was projected at \$3,410,035 during budget development of the FY 2020-2021budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual BF is \$6,916,686 which is an increase in BF of \$3,506,651. This increase is a result of FEMA funding, transfer of expenses to the CARES Fund, staffing vacancies and unexpended construction projects in FY 2019-2020. This budget request appropriates additional BF to the following projects: Persons with Disabilities Building, \$1,200,000; replacement of 6 beach crossovers, \$916,559 and repair of 6 beach crossovers, \$517,000; South Beach Community Center playground shade structure, \$100,000; Long Point fishing pier, \$320,000; and Wickham Park playground equipment, \$80,000. BF will also be allocated to purchase the following capital equipment: solar powered signs, mobile stage, backhoe attachment, club carts and utility vehicles in the amount of \$268,000. A dump body truck was ordered in FY19-20 and carried forward because delivery in FY19-20 was questionable. However, the truck was delivered in FY19-20 and the \$120,000 is beingallocated to operating expenses along with the remaining BF for; goals, chairs and facility repairs.

Alternative:

If this budget change is not approved, the balance forward cannot be recognized and the balance forward funds will be understated.

SAP Document Number:

Approval:

50015133

LXMOJCIECHOM MEDONNER CLROLLYSON JJHAYES

Approved Approved Approved

03/11/2021 03/11/2021 03/12/2021

Approved

03/12/2021

JPLIESENFELT

Approved

03/23/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS Le DAY OF april 2021

Rachel Sadoff, Clerk BY: Debugah Fully



1020-Mi Parks Ref MSTU

Department: Parks and Recreation Department

Date:

3/23/2021

Program:

CENTRAL PARK OPERATIONS

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Restricted

\$13,744 CIP

\$13,744

Total:

\$13,744

Total:

\$13,744

Justification:

Balance Forward for Merritt Island Parks and Recreation Referendum MSTU Operating fund was projected at \$815,559 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$829,303 which is an increase in Balance Forward of \$13,744. This increase was a result of underestimating carry forward from unexpended maintenance expenses in FY 2019-2020. This budget request appropriates the additional balance forward of \$13,744 to replace the playground at Watts Park, increasing total funding of replacement to \$73,744.

Alternative:

If this budget change is not approved, the balance forward cannot be recognized and the balance forward funds will be understated.

SAP Document Number:

Approval:

50015129

LXWOJCIECHOW **MEDONNER CLROLLYSON** JJHAYES

Approved Approved Approved Approved 03/11/2021 03/11/2021 03/12/2021

JPLIESENFELT

03/12/2021 03/22/2021

Approved

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS L DAY OF april 2021

Rachel Sadoff, Clerk
BY: Deport there D.C.



1030-Parks & Recreation District 4

Department: Parks and Recreation Department

Date:

3/24/2021

Program:

CENTRAL PARK OPERATIONS

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Restricted

\$14,249 CIP

\$14,249

Total:

\$14.249

Total:

\$14,249

Justification:

Balance Forward for Central Area Parks and Recreation District 4 O&M Special District fund was projected at \$1,833,414 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$1,847,663 which is an increase in Balance Forward of \$14,249. This increase was a result of underestimating carry forward from unexpended maintenance expenses in FY 2019-2020. This budget request is to reduce funding for the James G. Bourbeau Memorial Park repaying project by (\$150,000) and increase funding for the Don 'Moe' Stradley Memorial Park repaying project by \$140,000 and the McLarty pool heater project by \$24,249. Funding for the James G. Bourbeau Memorial Park repaving project will be by Brevard Boater Improvement Program.

Alternative:

If this budget change is not approved, balance forward cannot be recognized and the balance forward funds will be understated.

SAP Document Number:

Approval:

50015130

LXWOJCIECHOW MEDONNER CLROLLYSON **JJHAYES**

Approved Approved Approved Approved 03/11/2021 03/11/2021 03/12/2021 03/12/2021

JPLIESENFELT

Approved

03/23/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS DAY OF (APRIL 2021

Rachel Sadoff, Clerk
BY: Juberuh Fullul D.C.



1610-EELS- Ad Valorem

Department: Parks and Recreation Department

Date:

3/23/2021

Program:

ENVIRONMENTALLY ENDANGERED LANDS

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

\$355,435 Operating Expenses

\$355,435

Total:

\$355,435

Total:

\$355,435

Justification:

Balance Forward for the Environmentally Endangered Lands Program Referendum Operating fund was projected at \$694,755 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$1,050,190 which is an increase in Balance Forward of \$355,435. This increase was a result of underestimating carry forward from unexpended maintenance and program expenses in the FY 2019-2020. This budget request appropriates the additional balance forward to the maintenance of fire lines, exotic vegetation removal and facility maintenance.

Alternative:

If this budget change is not approved, the balance forward cannot be recognized and the balance forward funds will be understated.

SAP Document Number:

Approval:

LXWOJCIECHOW MEDONNER **CLROLLYSON JJHAYES**

Approved Approved Approved 03/11/2021 03/11/2021 03/12/2021

Approved Approved

03/12/2021 03/19/2021

JPLIESENFELT

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS DAY OF Offil 2021

Rachel Sadoff Clerk
BY: Licorul Huwy D.C.



Date:

Budget Change Request (Form BCC-114) Brevard County Budget Office

Fund: 2030-LTD Ad Valorem Tax Bonds 1991 & 1993

Department: Parks and Recreation Department

Program:

ENVIRONMENTALLY ENDANGERED LANDS

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Capital

3/23/2021

\$172,626 Reserves - Restricted

\$172,626

Total:

\$172,626

Total:

\$172,626

Justification:

Balance Forward for the Environmentally Endangered Lands Debt Service fund was projected at \$3,952,955 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$4,125,581 which is an increase in Balance Forward of \$172,626. This increase was primarily a result of ad valorem tax revenue collected at 96.71% instead of the statutory 95% for Environmentally Endangered Lands Debt Service. Additionally, the interest revenue collected was higher than anticipated. This budget request appropriates the additional balance forward to reserves for debt expenditures that are anticipated in the following fiscal year.

Alternative:

If this budget change is not approved, balance forward cannot be recognized and the balance forward funds will be understated.

SAP Document Number:

Approval:

50015140

LXWOJCIECHOW MEDONNER CLROLLYSON JJHAYES JPLIESENFELT

Approved
Approved
Approved

Approved

03/11/2021 03/11/2021 03/15/2021 03/22/2021 03/22/2021

APPROVED IN REGULAR SESSION BOARD OF COUNTY COMMISSIONERS

THIS LO DAY OF DELL 200

Rachel Sadoff Clerk
BY: 2000 20 + 1200 D.C.



2040-North Parks Referendum Debt

Department: Parks and Recreation Department

Date:

3/23/2021

Program:

PARKS AND RECREATION DEBT MANAGEMENT

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Capital

\$71,147 Reserves - Restricted

\$71,147

Total:

\$71,147

Total:

\$71,147

Justification:

Balance Forward for the North Brevard Recreation Special District Debt Service fund was projected at \$811,321 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actualbalance forward is \$882,468 which is an increase in Balance Forward of \$71,147. This increase was primarily a result of ad valorem tax revenue collected at 96.81% instead of the statutory 95% for North Brevard Recreation Special District Debt Service and a higher than anticipated receipt of interest. This budget request appropriates the additional balance forward to reserves for debt expenditures that are anticipated in the following fiscal year.

Alternative:

If this budget change is not approved, balance forward cannot be recognized and the balance forward funds will be understated.

SAP Document Number:

Approval:

50015139

LXWOJCIECHOW **MEDONNER CLROLLYSON JJHAYES JPLIESENFELT**

Approved Approved Approved Approved

Approved

03/11/2021 03/11/2021 03/15/2021 03/22/2021 03/22/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS 6 DAY OF CAPUL

Rachel Sadoff, Clerk



Fund:

2042-MI Parks Referendum Debt

Department: Parks and Recreation Department

Date:

3/23/2021

Program:

PARKS AND RECREATION DEBT MANAGEMENT

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Capital

\$76,012 Reserves - Restricted

\$76,012

Total:

\$76,012

Total:

\$76,012

Justification:

Balance Forward for the Merritt Island Parks Referendum Debt Service fund was projected at \$879,228 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$955,240 which is an increase in Balance Forward of \$76,012. This increase was primarily a result of ad valorem tax revenue collected at 97.17% instead of the statutory 95% for Merritt Island Parks Referendum Debt Service and a higher than anticipated receipt of interest. Additionally, there was a lower than anticipated transfer for the Property Appraiser. This budget request appropriates the additional balance forward to reserves for debt expenditures that are anticipated in the following fiscal year.

Alternative:

If this budget change is not approved, balance forward cannot be recognized and the balance forward funds will be understated.

SAP Document Number:

Approval:

LXWOJCIECHOW MEDONNER CLROLLYSON **JJHAYES**

Approved Approved Approved Approved

03/11/2021 03/11/2021 03/15/2021 03/22/2021

JPLIESENFELT Approved

03/22/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS L DAY OF April 2021

Rachel Sadoff, Clerk
BY: WOOTHA HULLIN



2044-South Parks Referendum Debt

Department: Parks and Recreation Department

Date: 3/23/2021 Program:

PARKS AND RECREATION DEBT MANAGEMENT

Type of Request:

Supplement

Revenue Change:

Balance Forward Capital

Expenditure Change:

\$285,683 Reserves - Restricted

\$285,683

Total:

\$285,683

Total:

\$285,683

Justification:

Balance Forward for the South Brevard Recreation Special District Debt Service fund was projected at \$3,384,164 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$3,669,847 which is an increase in Balance Forward of \$285,683. This increase was primarily a result of ad valorem tax revenue collected at 96.67% instead of the statutory 95% for South Brevard Recreation Special District Debt Service and a higher than anticipated collection in interest. Additionally, there was a less than anticipated transfer for the Tax Collector and Property Appraiser. This budget request appropriates the additional balance forward to reserves for debt expenditures that are anticipated in the following fiscal year.

Alternative:

If this budget change is not approved, balance forward cannot be recognized and the balance forward funds will be understated.

SAP Document Number:

Approval:

50015142

LXWOJCIECHOW MEDONNER **CLROLLYSON JJHAYES**

Approved Approved Approved 03/11/2021 03/11/2021

Approved

03/15/2021 03/22/2021

Approved

JPLIESENFELT

03/22/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS L DAY OF april 2021

Rachel Sadoff, Clerk
BY: Luxum + UUI



3113-BBIP/Parks & Recreation County-Wide

Department: Parks and Recreation Department

Date:

3/23/2021

Program:

NORTH AREA PARK OPERATIONS

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Restricted

\$113,305 Operating Expenses

\$113,305

Total:

\$113,305

Total:

\$113,305

Justification:

Balance Forward for the Brevard Boating Improvement Program (BBIP) fund was projected at \$1,241,781 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$1,355,086 which is an increase in Balance Forward of \$113,305. This increase was the result of utilizing less funding for boat ramp and dock repairs than anticipated. Additionally, there was higher than anticipated collection of interest than anticipated. This budget request appropriates the additional balance forward to make various repairs and improvements on docks such as parking improvements at ramps, improved hardware, dock bumpers and piling fenders to protect the structures.

Alternative:

If this budget change is not approved, balance forward cannot be recognized and the balance forward funds will be understated.

SAP Document Number:

Approval:

50015143

LXWOJCIECHOW MEDONNER CLROLLYSON JJHAYES

JPLIESENFELT

Approved Approved Approved Approved Approved 03/11/2021 03/11/2021 03/15/2021 03/22/2021 03/22/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS L DAY OF AREL 2021

Rachel Sadoff,Clerk
BY: Deby York Holley



Fund:

3152-Merritt Island & Beaches

Department: Parks and Recreation Department

Date:

3/23/2021

Program:

CENTRAL PARK OPERATIONS

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

\$34,921 Operating Expenses

\$34,921

Total:

\$34,921

Total:

\$34,921

Justification:

Balance Forward for District 2 Beach and Riverfront fund was projected at \$360,000 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$394,921 which is an increase in Balance Forward of \$34,921. This increase was a result of not utilizing funds for the completion of beach crossovers in FY2019-2020. This budget request increases funds for repair and maintenance for projects still to be determined.

Alternative:

If this budget change is not approved, balance forward cannot be recognized and the balance forward funds will be understated.

SAP Document Number:

Approval:

50015144

LXWOJCIECHOW MEDONNER CLROLLYSON JJHAYES JPLIESENFELT

Approved Approved Approved Approved Approved

03/11/2021 03/11/2021 03/15/2021 03/22/2021 03/22/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS Le DAY OF Open 2021

Rachel Sadoff, Clerk

BY Depart there D.C.

211



Fund:

3219-Ltd Ad Valorem 2004

Department: Parks and Recreation Department

Date:

3/23/2021

Program:

ENVIRONMENTALLY ENDANGERED LANDS

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Restricted

(\$174,670) Reserves - Capital

(\$174,670)

Total:

(\$174,670)

Total:

(\$174,670)

Justification:

Balance Forward for the Environmentally Endangered Lands Program Capital and Land Purchase Bond fund was projected at \$1,137,291 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$962,621 which is an decrease in Balance Forward of (\$174,670). This decrease was a result of underestimating carry forward from the purchase of capital equipment in FY 2019-2020. This budget request reflects this reduction in reserves for future capital expenditures.

If this budget change is not approved, the balance forward cannot be recognized and the balance forward funds will be overstated.

SAP Document Number:

Approval:

50015136

LXWOJCIECHOW MEDONNER **CLROLLYSON JJHAYES**

Approved Approved Approved 03/11/2021 03/11/2021 03/15/2021

JPLIESENFELT

Approved

03/18/2021

Approved

03/19/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS 6 DAY OF Pare 2021

Rachel Sadoff, Clark
BY: Detroit the D.C.



0002-General Revenue Fund - Unincorporated

Department: Planning and Development Department

Date: 3/16/2021 Program:

CODE ENFORCEMENT

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

\$181,025 Reserves-Operating

\$43,249

Transfers - General Revenue

(\$137,776)

Total:

\$43,249

Total:

\$43,249

Justification:

Balance Forward for the Code Enforcement Operating Fund was projected at \$0.00 with a General Revenue transfer of \$137,776 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconcillation of the financial statements, the actual balance forward is \$181,025 which is an increase in Balance Forward of \$181,025. This increase was a result of collecting more than anticipated in Special Magistrate Fines in FY 2019-2020. This budget request appropriates the additional balance forward to eliminate the General Revenue transfer and appropriates the remaining \$43,249 as Reserves for Balance Forward to reduce theneed for General Revenue transfers in the future.

Alternative:

If this budget change request is not approved, there is a possibly that the need for General Revenue transfers to sustain the Code Enforcement program will return sooner rather than later.

SAP Document Number:

Approval:

50015048

TCALKINS KNETERER Approved Approved

02/25/2021 02/25/2021

JJHAYES

Approved Approved

03/10/2021

JDENNINGHOFF

03/10/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS DAY OF OF DALL

Rachel Sadoff, Clerk

213



0009-Central Cashier

Department:

Planning and Development Department

3/16/2021 Date:

Program:

CENTRAL CASHIER

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

(\$5,937) Reserves-Operating

(\$5,937)

Total:

(\$5,937)

Total:

(\$5,937)

Justification:

Balance Forward for the Central Cashier's fund was projected at \$86,881 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$80,944 which is a decrease in Balance Forward of \$5,937. This decrease was the result of higher than expected Compensation and Benefits expenses related to labor distribution changes in FY 2019-2020. This budget request reduces Reserves to compensate for the shortfall.

Alternative:

If this budget change is not approved, Reserve in the Central Cashier's fund will be overstated by \$5,937.

SAP Document Number:

Approval:

50015074

TCALKINS KNETERER Approved Approved

02/25/2021 02/25/2021

JJHAYES

Approved

03/10/2021

JDENNINGHOFF

Approved

03/10/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS DAY OF april 2001

Rachel Sadoff, Clerk
BY: During the D.C.



0027-Licensing Regulation & Enforcement

Department: Planning and Development Department

Date:

3/16/2021

Program:

LICENSING REGULATION AND ENFORCEMENT

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

(\$6,302) Reserves-Operating

(\$6,302)

Total:

(\$6,302)

Total:

(\$6,302)

Justification:

Balance Forward for the Licensing Regulation & Enforcement fund was projected at \$1,093,205 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$1,086,903 which is a decrease in Balance Forward of \$6,302. This decrease was a result of collecting less than anticipated in Contractor License Renewals in FY 2019-2020. This budget request reduces Reserve for Cash Forward to compensate for the shortfall.

Alternative:

If this budget change is not approved, the Licensing Regulation & Enforcement fund could be overspent by \$6,302.

SAP Document Number:

Approval:

50015075

TCALKINS KNETERER

Approved Approved 02/26/2021

JJHAYES

Approved

03/02/2021

03/10/2021

JDENNINGHOFF

Approved

03/10/2021

APPROVED IN REGULAR SESSION

BOARD OF COUNTY COMMISSIONERS

THIS Le DAY OF april 2021

Rachel Sadoff, Clerko BY: Deascale Tulli D.C.



Date:

Budget Change Request (Form BCC-114) Brevard County Budget Office

Fund:

0030-Planning & Zoning

3/16/2021

Type of Request:

Supplement

Revenue Change:

Balance Forward Operating

Department:

Planning and Development Department

Program:

LAND DEVELOPMENT

Expenditure Change:

\$554,899 Reserves-Operating

\$554,899

Total:

\$554,899

Total:

\$554,899

Justification:

Balance Forward for the Planning & Zoning fund was projected at \$1,541,318 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$2,096,217 which is an increase in Balance Forward of \$554,899. This increase was a result of collecting more than anticipated in Permits, Fees & Special Assessments in FY 2019-2020. This budget request appropriates the additional balance forward to Reserves.

Alternative:

If this budget change is not approved, the Planning & Zoning fund will be understated.

SAP Document Number:

Approval:

50015070

TCALKINS KNETERER

Approved Approved 02/26/2021 03/02/2021

JJHAYES JDENNINGHOFF

Approved

Approved

03/10/2021

03/10/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS & DAY OF april 2021

Rachel Sadoff, Clerk

BY: DUXO(QUS + NUNUX) D.C.



Fund:

1075-Library Impact Fee Trust Fund

Department: Planning and Development Department

Date:

3/16/2021

Program:

LIBRARY IMPACT FEES

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Restricted

(\$23,327) Reserves - Capital

(\$23,327)

Total:

(\$23,327)

Total:

(\$23,327)

Justification:

Balance Forward for the Library Impact Fee Trust fund was projected at \$374,020 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$350,693 which is a decrease in Balance Forward of \$23,327. When the FY 2020-2021 budget was developed, it was anticipated that Library Impact Fee revenue would exceed budgeted revenue in FY 2019-2020 by a level that was not actually realized in FY 2019-2020. This decrease in Balance Forward is offset by a reduction in reserves.

Alternative:

If this budget change is not approved, the Library Impact Fee fund could be overspent by \$23,327.

SAP Document Number:

Approval:

50015058

TCALKINS KNETERER

Approved Approved 02/26/2021 03/02/2021

JJHAYES

Approved

03/10/2021

Approved

JDENNINGHOFF

03/10/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS LO DAY OF april 2021

Rachel Sadoff, Clerky BY: DUDORah HUMAD.C.



1080-Building Code Compliance

Department: Planning and Development Department

Date:

3/16/2021

Program:

BUILDING CODE

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

\$1,396,306 Reserves-Operating

\$1,396,306

Total:

\$1,396,306

Total:

\$1,396,306

Justification:

Balance Forward for the Building Code Compliance fund was projected at \$6,550,360 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconcillation of the financial statements, the actual balance forward is \$7,946,666 which is an increase in Balance Forward of \$1,396,306. This increase was a result of collecting more than anticipated in Permits, Fees & Special Assessments in FY 2019-2020. This budget request appropriates the additional balance forward to Reserves.

Alternative:

If this budget change is not approved, the Building Code Compliance fund will be understated.

SAP Document Number:

Approval:

50015059

TCALKINS KNETERER

Approved Approved 02/26/2021 03/02/2021

JJHAYES

Approved Approved 03/10/2021

JDENNINGHOFF

03/10/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS 6 DAY OF april 2021

Rachel Sadoff Clerk
BY: Duograf Haus D.C.



Fund:

1208-Transportation Impact Fees District 8

Department: Planning and Development Department

Date:

3/16/2021

Program:

TRANSPORTATION IMPACT FEES

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Restricted

\$46,852 Reserves - Capital

\$46.852

Total:

\$46,852

Total:

\$46,852

Justification:

Balance Forward for the Transportation Impact Fee Trust Fund for the South Beaches was projected at \$867,237 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$914,089 which is an increase in Balance Forward of \$46,852. This increase was a result of collecting more than anticipated in Transportation impact Fees on commercial development in FY 2019-2020. This budget request appropriates the additional balance forward to Reserves for Capital Outlay.

Alternative:

If this budget change is not approved, the Transportation Impact Fee Trust Fund for the South Beaches will be understated.

SAP Document Number:

Approval:

50015076

TCALKINS KNETERER **JJHAYES**

Approved Approved Approved 02/26/2021 03/02/2021 03/10/2021

Approved

JDENNINGHOFF

03/10/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS**

THIS Le DAY OF april

Rachel Sadoff Clerk
BY: Deby and Helley D.C.

219



1209-Transportation Impact Fees District 9

Department: Planning and Development Department

Date:

3/16/2021

Program:

TRANSPORTATION IMPACT FEES

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Restricted

\$80,704 Reserves - Capital

\$80,704

Total:

\$80,704

Total:

\$80,704

Justification:

Balance Forward for the Transportation Impact Fee Trust Fund for the Merritt Island/North Beaches Benefit District was projected at \$1,702,444 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$1,783,148 which is an increase in Balance Forward of \$80,704. This increase was a result of less than anticipated Grants and Aid expenses related to the City of Cape Canaveral in FY 2019-2020. This budget request appropriates the additional balance forward to Reserves for Capital Outlay.

Alternative:

If this budget change is not approved the Transportation Impact Fee Trust Fund for the Merritt Island/North Beaches Benefit District will be understated.

SAP Document Number:

Approval:

50015055

TCALKINS KNETERER JJHAYES

Approved Approved 02/26/2021 03/02/2021

JDENNINGHOFF

Approved

03/10/2021

Approved

03/10/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS to DAY OF ORUL 2021

Rachel Sadoff, Clerk

BY: Deburah + teller D.C.



Fund:

1211-Transp Imp Fee N Mainland

Department:

Planning and Development Department

Date: 3/16/2021

Program:

TRANSPORTATION IMPACT FEES

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Restricted

\$1,665,462 Reserves - Capital

\$1,665,462

Total:

\$1,665,462

Total:

\$1,665,462

Justification:

Balance Forward for the Transportation Impact Fee Trust Fund for the North Mainland Benefit District was projected at \$4,154,712 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$5,820,174 which is an increase in Balance Forward of \$1,665,462. This increase was a result of collecting more than anticipated in Transportation Impact Fees in FY 2019-2020. This budget request appropriates the additional Balance Forward to Reserves for Capital Outlay pending the identification of eligible projects.

Alternative:

If this budget change is not approved the Transportation Impact Fee Trust Fund for the North Mainland Benefit District will be significantly understated.

SAP Document Number:

Approval:

50015056

TCALKINS KNETERER

Approved Approved 02/26/2021 03/02/2021

JJHAYES

Approved

03/11/2021

JDENNINGHOFF App

Approved

03/11/2021

APPROVED IN REGULAR SESSION BOARD OF COUNTY COMMISSIONERS

THIS 6 DAY OF april 2021

Rachel Sadoff, Clerk
BY: Library Tully D.C.



Fund:

1212-Transp Imp Fee C Mainland

Department:

Planning and Development Department

Date:

3/16/2021

Program:

TRANSPORTATION IMPACT FEES

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Restricted

(\$141,002) Reserves - Capital

(\$141,002)

Total:

(\$141,002)

Total:

(\$141,002)

Justification:

Balance Forward for the Transportation Impact Fee Trust Fund for the Central Mainland Benefit District was projected at \$4,703,614 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$4,562,612 which is an decrease in Balance Forward of \$141,002. This decrease was a result of collecting less than anticipated in Transportation Impact Fees in FY 2019-2020. This budget request reduces Reserve for Capital Outlay to compensate for the shortfall.

Alternative:

If this budget change is not approved, the Transportation Impact Fee Trust Fund for the Central Mainland Benefit District could be overspent.

SAP Document Number:

Approval:

50015057

TCALKINS KNETERER JJHAYES

Approved Approved Approved 02/26/2021 03/02/2021 03/10/2021

JDENNINGHOFF

Approved

03/11/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS LE DAY OF april 2021

Rachel Sadoff, Clerk
BY: Debota & Fully D.C.



1213-Transp Imp Fee S Mainland

Department: Planning and Development Department

Date:

3/16/2021

Program:

TRANSPORTATION IMPACT FEES

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Restricted

(\$1,749,893) Reserves - Capital

(\$1,749,893)

Total:

(\$1,749,893)

Total:

(\$1,749,893)

Justification:

Balance Forward for the Transportation Impact Fee Trust Fund for the South Mainland Benefit District was projected at \$4,788,143 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$3,038,250 which is an decrease in Balance Forward of \$1,749,893. This decrease was a resultof collecting less than anticipated in Transportation Impact Fees and higher than anticipated Capital Contributions to Government(transportation impact fee disbursement to cities) in FY 2019-2020. This budget request reduces Reserve for Capital Outlay to compensate for the shortfall.

Alternative:

If this budget change is not approved, the Transportation Impact Fee Trust Fund for the South Mainland Benefit District could be significantly overspent.

SAP Document Number:

Approval:

50015061

TCALKINS KNETERER JJHAYES

Approved Approved Approved 02/26/2021 03/02/2021

Approved

03/10/2021

JDENNINGHOFF

03/11/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS LO DAY OF OPEN 2021

Rachel Sadoff,Clerk

BY: Deborg & Hears D.C.



1255-Educational Facilities Impact Fee North Fund:

Department:

Planning and Development Department

Date:

3/16/2021

Program:

EDUCATION IMPACT FEES

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Restricted

(\$645,175) Grants and Aid

(\$645,175)

Total:

(\$645,175)

Total:

(\$645,175)

Justification:

Balance Forward for the Educational Facilities Impact Fee Trust Fund for the North Benefit District was projected at \$1,505,011 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$859,836 which is a decrease in Balance Forward of \$645,175. This decrease was a result of collecting less than anticipated in Educational Facilities Impact Fees and making larger Capital Contributions to Government (impactive disbursement to School Board) in FY 2019-2020. This budget request reduces Capital Contributions to Government to compensate for the shortfall.

Alternative:

If this budget Change is not approved, the Educational Facilities Impact Fee Trust Fund for the North Benefit District could be overspent.

SAP Document Number:

Approval:

50015063

TCALKINS KNETERER Approved Approved 02/26/2021 03/02/2021

JJHAYES

Approved

03/11/2021

JDENNINGHOFF

Approved

03/11/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS**

THIS DAY OF Open 2021

Rachel Sadoff, Clerk

BY DAYOF OF DOWN D.C.



1256-Educational Facilities Impact Fee South

Department: Planning and Development Department

Date: 3/16/2021 Program:

EDUCATION IMPACT FEES

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Restricted

(\$4,284,288) Grants and Aid

(\$4,284,288)

Total:

(\$4,284,288)

Total:

(\$4,284,288)

Justification:

Balance Forward for the Educational Facilities Impact Fee Trust Fund for the South Benefit District was projected at \$7,436,969 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$3,152,681 which is a decrease in Balance Forward of \$4,284,288. This decrease was a result of making larger Capital Contributions to Government (impact fee disbursement to School Board)than expected in FY 2019-2020. This budget request reduces Capital Contributions to Government to compensate for the shortfall.

Alternative:

If this budget change is not approved, the Educational Facilities Impact Fee Trust Fund for the South Benefit District could be overspent.

SAP Document Number:

Approval:

50015065

TCALKINS **KNETERER** Approved Approved 02/26/2021 03/02/2021

JJHAYES

Approved

03/10/2021

JDENNINGHOFF

Approved

03/11/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS 6 DAY OF Opple

Rachel Sadoff, Clerk



Fund:

1310-Fire/Resue Imp Fee

Department: Planning and Development Department

Date:

3/16/2021

Program:

FIRE RESCUE IMPACT FEES

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Restricted

(\$19,332) Reserves - Capital

(\$19,332)

Total:

(\$19,332)

Total:

(\$19,332)

Justification:

Balance Forward for the Fire/Rescue impact Fee Trust Fund for Benefit District 1 was projected at \$414,664 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$395,332 which is a decrease in Balance Forward of \$19,332. This decrease was a result of higher than anticipated Grants and Aids expenses related to the Viera Company in FY 2019-2020. This budget request reduces Reserves for Capital Outlay to compensate for the shortfall.

Alternative:

If this budget change is not approved, the Fire/Rescue Impact Fee Trust Fund could be overspent.

SAP Document Number:

Approval:

50015066

TCALKINS KNETERER JJHAYES

Approved Approved 02/26/2021 03/02/2021 03/10/2021

JDENNINGHOFF

Approved Approved

03/11/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS LO DAY OF april 2020

Rachel Sadoff, Clerk

BY: Debook + Kerry D.C.



Fund:

1320-Correctional Impact Fee

Department:

Planning and Development Department

Date:

3/16/2021

Program:

CORRECTIONAL IMPACT FEES

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Restricted

(\$18,081) Reserves - Capital

(\$18,081)

Total:

(\$18,081)

Total:

(\$18,081)

Justification:

Balance Forward for the Correctional Impact Fee Trust Fund was projected at \$1,261,257 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$1,243,176 which is a decrease in Balance Forward of \$18,081. Despite collecting revenues that were higher than originally budgeted, this decrease was a result of collecting less than anticipated in Correctional Impact Fees in FY 2019-2020 based on trends that were analyzed during the development of the FY 2020-2021 budget. This budget request reduces Reserves for Capital Outlay to compensate for the shortfall.

Alternative:

If this budget change is not approved, the Correctional Impact Fee Trust Fund could be overspent.

SAP Document Number:

Approval:

50015067

TCALKINS KNETERER JJHAYES

Approved Approved Approved 02/26/2021 03/02/2021 03/10/2021

JDENNINGHOFF

Approved

03/11/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS LE DAY OF April 2021

Rachel Sadoff,Clerk BY: Deborah Homasp.c.



Fund:

1330-EMS Impact Fee Trust Fund for Dist. 1

Department:

Planning and Development Department

Date:

Program:

EMERGENCY MEDICAL SERVICES IMPACT FEES

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Restricted

(\$33,747) Reserves - Capital

(\$33,747)

Total:

(\$33,747)

Total:

(\$33,747)

Justification:

Balance Forward for the Emergency Medical Services Impact Fee Trust Fund for the Benefit District 1 was projected at \$468,146 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$434,399 which is a decrease in Balance Forward of \$33,747. When the FY 2020-2021 budget was developed, trends related to FY 2019-2020 revenue collections were analyzed and revenue collections were expected to exceed budgeted amounts by an amount larger than what was actually realized in FY 2019-2020 resulting in an overestimation of Balance Forward in FY 2020-2021. This budget request reduces Reserves for Capital Outlay to compensate for the shortfall.

Alternative:

If this budget change is not approved, the Emergency Medical Services Trust Fund for Benefit District 1 could be overspent.

SAP Document Number:

Approval:

50015068

TCALKINS KNETERER JJHAYES **JDENNINGHOFF**

Approved Approved Approved Approved 02/26/2021 03/02/2021 03/11/2021 03/11/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS 6 DAY OF 0010 2025

Rachel Sadoff, Clerk
BY: DLOGGA TUMB D.C.



Fund:

1370-Driver Education Safety Trust

Department: Public Safety Services Office

Date:

3/16/2021

Program:

COMMUNITY CORRECTIONS

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

\$58,090 Operating Expenses

\$58,090

Total:

\$58,090

Total:

\$58,090

Justification:

Balance Forward for the Driver's Safety Trust fund was projected at \$619,423 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$677,513 which is an increase in Balance Forward of \$58,090. This increase was a result of less in reimbursement of eligible costs to local Driver's Education programs in schools than originally anticipated. This budget request appropriates the additional balance forward to Contracted Services to fund educational driver safety programs in schools per the Dori Slosberg Driver Education Safety Act.

Alternative:

If this budget change request is not approved, the balance forward in the Driver's Safety Trust fund will remain understated.

SAP Document Number:

Approval:

50015107

JJHAYES MVWALLACE

Approved Approved 03/12/2021 03/15/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS DAY OF april 2021

Rachel Sadoff, Clerk
BY: Deboral Thomas D.C.



Fund:

1395-Drug Abuse Trust

Department: Public Safety Services Office

Date: 3/16/2021

Program:

COMMUNITY CORRECTIONS

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

\$5,099 Operating Expenses

\$5,099

Total:

\$5,099

Total:

\$5.099

Justification:

Balance Forward for the Drug Abuse Trust Fund was projected at \$80,652 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$85,751 which is an increase in Balance Forward of \$5,099. This increase was a result of less than anticipated spending on counseling and drug screening costs as well as collecting more than anticipated in fine revenue generated for specified violations per F.S 938.203. This budget request appropriates the additional balance forward to Professional Services to cover the costs of providing treatment or educational programs as determined.

Alternative:

If this budget change request is not approved, the balance forward within this fund will remain understated.

SAP Document Number:

Approval:

50015108

JJHAYES MVWALLACE

Approved Approved

03/12/2021 03/15/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS DAY OF OPEN 2021

Rachel Sadoff, Clerk
BY: Debural Throw D.C.



1408-Teen Court Court Cost (938.19)

Department: Public Safety Services Office

Date: 3/16/2021

Program:

COMMUNITY CORRECTIONS

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

\$18,701 Operating Expenses

\$18,701

Total:

\$18,701

Total:

\$18,701

Justification:

Balance Forward for the Teen Court Fund was projected at \$83,952 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$102,653 which is an increase in Balance Forward of \$18,701. This increase was a result of cost of services provided by the State Attorney's Office to administer this program being less than originally budgeted. This budget request appropriates the additional balance forward to Contracted Services for the continued funding of the Teen Court program per F.S 989.19.

Alternative:

If this budget change request is not approved, the balance forward in this fund will remain understated.

SAP Document Number:

Approval:

50015109

JJHAYES **MVWALLACE**

Approved Approved 03/12/2021 03/15/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS DAY OF OP 11 2021

Rachel Sadoff, Clerk
BY: Debath Thing D.C.



Fund: 0001-Genera Revenue Fund - Incorporated

Department: Public Works Department

Date: 3/26/2021

Program:

FACILITIES MANAGEMENT

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Restricted

\$812,056 CIP

\$812,056

Total:

\$812,056

Total:

\$812,056

Justification:

Balance Forward for Public Works Facilities was projected at \$1,801,561 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$2,613,617, which is an increase in Balance Forward of \$812,056. This increase was a result of collecting more than anticipated in charges for services and miscellaneous revenues; as well as, an underrun in operating expenses. This budget change appropriates the balance of funds to the following priority facility needs: Brevard County Detention Center HVAC replacement, \$200,000; County Service Complex Merritt Island chiller pumps and piping replacement, \$530,000; Brevard County Government Center Viera building A, \$83,710 and buildingC, \$83,710 for rebuilding of cooling towers (\$82,056 of the \$167,420 for the project will be funded by the balance forward in this budget change request.

Alternative:

If this Budget Change Request is not approved, balance forward cannot be recognized and the budget will remain understated.

SAP Document Number:

Approval:

50015169

LXROAN MEBERNATH Approved Approved

03/10/2021 03/11/2021

KAWALL JJHAYES

Approved Approved 03/23/2021 03/23/2021

JDENNINGHOFF

Approved

03/24/2021

APPROVED IN REGULAR SESSION BOARD OF COUNTY COMMISSIONERS

THIS 6 DAY OF OPIN

Rachel Sadoff, Clerko BY: Debouch + Leur D.C.



Fund: 1131-Road & Bridge MSTU - District 1

Department: Public Works Department

Date: 3/26/2021

Program: R&B DISTRICT 1 MSTU

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

\$1,046,033 Operating Expenses

\$1,046,033

Total:

\$1,046,033

Total:

\$1,046,033

Justification:

Balance Forward for the Municipal Service Tax Unit, District 1, fund was projected at \$1,850,108 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$2,896,141 which is an increase in Balance Forward of \$1,046,033. This increase was a result of major repair and maintenance projects not completed, or progressed as anticipated in FY20. Each project had its own unique reasons for delay of final completion, which includes contractors' failure to meet deadlines, new mortgage lender procedures creating delay in easement acquisitions, utility relocations, additional coordination required with multiple stakeholders, and high turnover/COVID-19 pandemic (private sector). This budget change request appropriates the balance of funds to repair and maintenance to complete the projects listed below. Smith Rd Drainage; Sunset Ave Drainage; Hwy US1 Sidewalk; Sherwood Rd Sidewalk; Poinsetta Rd Drainage.

Alternative:

Without this budget change, funds will not be aligned to projects for completion.

SAP Document Number:

Approval:

50015148

TMTHOMAS MEBERNATH KAWALL JJHAYES Approved Approved Approved Approved

03/10/2021 03/11/2021 03/23/2021 03/23/2021

JDENNINGHOFF

Approved

03/24/2021

APPROVED IN REGULAR SESSION BOARD OF COUNTY COMMISSIONERS

THIS 6 DAY OF QOOL

Rachel Sadoff, Clark
BY: Deboreh thirms D.C



1132-Road & Bridge MSTU - District 2

Department: Public Works Department

Date:

3/24/2021

Program:

R&B DISTRICT 2 MSTU

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

\$324,511 Operating Expenses

\$324,511

Total:

\$324,511

Total:

\$324,511

Justification:

Balance Forward for the Municipal Service Tax Unit, District 2, fund was projected at \$627,137 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$951,648 which is an increase in Balance Forward of \$324,511. This increase was a result of major repair and maintenance projects not completed, or progressed as anticipated in FY20. The project start dates were deferred due to unplanned drainage structure failures that needed to be repaired first. This budget change request appropriates the balance of funds to repair and maintenance to complete the projects listed below: N. Banana River Dr Sidewalk; Triangle Rd Sidewalk; Chase Hammock Pit Improvements.

Alternative:

Without this budget change, funds will not be aligned to projects for completion.

SAP Document Number:

Approval:

50015149

TMTHOMAS MEBERNATH KAWALL

Approved Approved 03/10/2021 03/11/2021 03/23/2021

JJHAYES Approved

03/23/2021

JDENNINGHOFF

Approved

Approved

03/24/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS Le DAY OF april 2021

Rachel Sadoff,Clerk BY: Decoral trong D.C.



1133-Road & Bridge MSTU - District 3

Department: Public Works Department

Date:

3/24/2021

Program:

R&B DISTRICT 3 MSTU

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

\$38,790 Operating Expenses

\$38,790

Total:

\$38,790

Total:

\$38,790

Justification:

Balance Forward for the Municipal Service Tax Unit, District 3, fund was projected at \$895,923 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$934,713 which is an increase in Balance Forward of \$38,790. This increase was a result of delays associated with establishing a Cured in Place Pipe (CIPP) Contract/Contractor. Furthermore, there were project delays due to the required coordination with USACE/SJRWMD on vegetation removal (coordination with environmental agencies is still on-going). This budget change request appropriates the balance of funds to repair and maintenance for the completion of the following projects: Oak Street Drainage; Crane CreekVegetation Removal; Micco Bridge Replacement Concept report.

Alternative:

Without this budget change, funds will not be aligned to projects for completion.

SAP Document Number:

Approval:

50015150

TMTHOMAS MEBERNATH KAWALL

Approved Approved Approved 03/10/2021 03/11/2021

JJHAYES

Approved

03/23/2021 03/23/2021

JDENNINGHOFF

Approved

03/24/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS 6 DAY OF april 2021

Rachel Sadoff, Clerk BY: Deborah Heller D.C.



1134-Road & Bridge MSTU - District 4

Department: Public Works Department

Date:

3/24/2021

Program:

R&B DISTRICT 4 MSTU

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

\$764,863 Operating Expenses

\$764,863

Total:

\$764.863

Total:

\$764.863

Justification:

Balance Forward for the Municipal Service Tax Unit, District 4, fund was projected at \$1,726,077 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forwardis \$2,490,940 which is an increase in Balance Forward of \$764,863. This increase was a result of delays in obtaining Contractors and acquiring materials for project progression/completion. As a result, District 4 Sidewalk repairs were not completed by 9/30/2020, as initially anticipated. Most of the sidewalks listed below have been completed in early FY21, or are in-progress (estimated completion by 9/30/21). Bayhill Rd; Crane Creek Rd (East and West); Greystone Rd; Hammock Lakes Dr; Hammock Trace Dr; Pineda Crossing: Heron's Landing; Osprey Circle; Sommerville Dr; Gina Lane; Wickham Rd (Lake Washington Rd to Eua Gallie Blvd)

Alternative:

Without this budget request, balance forward funds will not be aligned to projects for completion.

SAP Document Number:

Approval:

50015152

TMTHOMAS MEBERNATH KAWALL JJHAYES

Approved Approved Approved Approved

03/10/2021 03/11/2021 03/22/2021 03/23/2021

JDENNINGHOFF

Approved

03/24/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS DAY OF GOME 2026

Rachel Sadoff, Clerk BY: Deboral then



Fund: 1135-Road & Bridge MSTU - District 5

Department: Public Works Department

Date: 3/24/2021

Program:

R&B DISTRICT 5 MSTU

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

\$529,314 Operating Expenses

\$529,314

Total:

\$529,314

Total:

\$529,314

Justification:

Balance Forward for the Municipal Service Tax Unit, District 5, fund was projected at \$641,366 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$1,170,680 which is an increase in Balance Forward of \$529,314. This increase was a result of delays associated with project engineering design and/or feasibility studies taking longer than anticipated. As a result, projects were not ready for construction. This budget request appropriates the balance of funds to repair and maintenance for the continuation of these projects: Sotile canal drainage maintenance; Hoover Ocean Park Riviera; Oklahoma Street; Evinrude Street

Alternative:

Without this budget request, balance forward funds would not be recognized and aligned to projects for completion.

SAP Document Number:

Approval:

50015154

TMTHOMAS MEBERNATH KAWALL

Approved Approved

Approved

03/10/2021 03/11/2021 03/22/2021

JJHAYES JDENNINGHOFF

Approved Approved 03/23/2021 03/24/2021

APPROVED IN REGULAR SESSION BOARD OF COUNTY COMMISSIONERS

THIS L DAY OF OPLL 2021

Rachel Sadoff,Clerk

BY: Debona theus D.C



Fund:

1136-Road & Bridge MSTU - District 4 MI

Department: Public Works Department

Date:

3/24/2021

Program:

R&B DISTRICT 4 MERRITT ISLAND MSTU

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

\$56,681 Operating Expenses

\$56,681

Total:

\$56,681

Total:

\$56,681

Justification:

Balance Forward for the Municipal Service Tax Unit, District 4 (Merritt Island), fund was projected at \$133,038 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$189,719 which is an increase in Balance Forward of \$56,681. This increase was a result of Mather's Bridge consulting services/repairs not progressing as initially anticipated. This budget change request appropriates the balance of funds to repair and maintenance for the completion of this project.

Alternative:

Without this budget request, balance forward funds will not be recognized and aligned to the Mather's Bridge project.

SAP Document Number:

50015155

Approval:

TMTHOMAS MEBERNATH KAWALL **JJHAYES**

JDENNINGHOFF

Approved Approved Approved Approved

Approved

03/10/2021 03/11/2021 03/22/2021

03/23/2021 03/24/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS 6 DAY OF april 2021

Rachel Sadoff, Clerk
BY: Leborock TU



1137-Road & Bridge MSTU - District 4 BEACHE

Department: **Public Works Department**

Date: 3/24/2021

Program:

R&B DISTRICT 4 BEACH MSTU

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

\$128,659 Operating Expenses

\$128,659

Total:

\$128,659

Total:

\$128,659

Justification:

Balance Forward for the Municipal Service Tax Unit, District 4 (Beaches), fund was projected at \$649,367 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$778,026 which is an increase in Balance Forward of \$128,659. This increase was a result of the Patrick Shores Gutter replacement project not progressing as anticipated in FY20. This budget change request appropriates balance of funds to repair and maintenance for the completion of this project.

Alternative:

Without this budget request, balance forward funds will not be recognized and aligned to the Patrick Shores gutter replacement project.

SAP Document Number:

Approval:

50015156

TMTHOMAS MEBERNATH KAWALL **JJHAYES**

Approved Approved Approved Approved 03/10/2021 03/11/2021 03/22/2021

JDENNINGHOFF

03/23/2021

Approved

03/24/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS 6 DAY OF OF 10 2021

Rachel Sadoff,Clerk

BY: Duby tuly Hully D.C.



1138-Road & Bridge District 2 Dredging

Department: Public Works Department

Date:

3/24/2021

Program:

R&B DISTRICT 2 MSTU

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

(\$114,385) Reserves-Operating

(\$114,385)

Total:

(\$114,385)

Total:

(\$114,385)

Justification:

Balance Forward for the Municipal Service Tax Unit, District 2 (Dredging), fund was projected at \$625,141 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$510,756 which is a decrease in Balance Forward of \$114,385. This decrease was a result of the District 2 Dredging project(s) progressing faster than anticipated. This budget change request decreases reserves to offset the progress progression in FY20.

Alternative:

Without this budget change, balance forward decrease of funds will not be recognized.

SAP Document Number:

Approval:

50015099

TMTHOMAS MEBERNATH KAWALL

Approved Approved Approved

03/10/2021 03/11/2021 03/23/2021

JJHAYES JDENNINGHOFF Approved Approved 03/23/2021 03/24/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS DAY OF OPEN 2001

Rachel Sadoff, Clerk
BY: Duby ruh Hully



1159-West Melbourne CRA Roads

Department: Public Works Department

Date:

3/24/2021

Program:

ROAD MAINTENANCE

Type of Request: Revenue Change: Supplement

Expenditure Change:

Balance Forward Operating

\$204,370 Operating Expenses

\$204,370

Total:

\$204,370

Total:

\$204,370

Justification:

Balance Forward for the Brevard County/West Melbourne CRA (CRA) fund was projected at \$100,000 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$304,370 which is an increase in Balance Forward of \$204,370. This increase was a result of insufficient funds to complete a road resurfacing project within the CRA. Therefore, funds will continue to be set aside until sufficient funds are available to complete a project within the CRA.

Alternative:

Without this budget change, funds will not be aligned to FY21 road resurfacing initiative.

SAP Document Number:

Approval:

50015097

TMTHOMAS MEBERNATH KAWALL

Approved

Approved Approved Approved

03/10/2021 03/11/2021 03/23/2021

JJHAYES JDENNINGHOFF

Approved

03/23/2021 03/24/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS DAY OF ORW



1160-LOGT/Engineer Projects Management

Department: Public Works Department

Date: 3/24/2021 Program:

ROAD CONSTRUCTION SERVICES

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Restricted

\$621,514 Reserves - Capital

\$621,514

Total:

\$621,514

Total:

\$621,514

Justification:

Balance Forward for the Local Option Gas Tax (LOGT) fund was projected at \$7,483,041 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$8,104,555 which is an increase in Balance Forward of \$621,514. This increase was a result of various factors including project savings from the Saint John's Heritage Parkway project; vacancies in Salaries/Benefits; and interest earned being higher than anticipated. This budget request appropriates balance of funds to project Reserves for FY22 Resurfacing initiative.

Alternative:

Without this budget change, funds will not be aligned to reserves for future resurfacing project(s).

SAP Document Number:

Approval:

50015047

TMTHOMAS MEBERNATH KAWALL

Approved Approved Approved Approved

03/10/2021 03/11/2021 03/23/2021 03/23/2021

JJHAYES JDENNINGHOFF

Approved

03/24/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS Le DAY OF April 2021

Rachel Sadoff,Clerk

BY: Deposon bleen



1161-LOGT -LOGT Bonds

Department: Public Works Department

Date:

3/24/2021

Balance Forward Restricted

Program:

ROAD CONSTRUCTION SERVICES

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

\$8,384 Debt Service

\$8,384

Total:

\$8,384

Total:

\$8,384

Justification:

Balance Forward for the Local Option Gas Tax (LOGT) Bond fund was projected at \$893,543 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$901,927 which is an increase in Balance Forward of \$8,384. This increase was a result of interest earned within fund was higher thananticipated. This budget request appropriates balance of funds to interest for bond payments.

Alternative:

Without this budget change, funds will not be aligned to the interest portion of bond payment(s).

SAP Document Number:

Approval:

50015060

TMTHOMAS MEBERNATH KAWALL

Approved Approved Approved 03/10/2021 03/11/2021 03/23/2021 03/23/2021

JJHAYES JDENNINGHOFF

Approved

Approved

03/24/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS**

Rachel Sadoff, Clerk
BY: Debotal Homas D.C.



1162-Pineda Extension/TMC

Department: Public Works Department

Date: 3/24/2021 Program:

ROAD CONSTRUCTION SERVICES

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Restricted

\$61,863 Reserves - Capital

\$61,863

Total:

\$61,863

Total:

\$61,863

Justification:

Balance Forward for the Traffic Management Center fund was projected at \$3,843,419 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$3,905,282 which is an increase in Balance Forward of \$61,863. This increase was a result of interest earned being higher than anticipated. This budget request appropriates the additional balance forward to Reserves for the future Traffic Management Center project expenditures.

Alternative:

Without this BCR, funds will not be aligned to Reserves for future project expenditures for the Traffic Management Center project.

SAP Document Number:

Approval:

50015127

TMTHOMAS MEBERNATH KAWALL

Approved Approved Approved 03/09/2021 03/09/2021

JJHAYES

Approved

03/18/2021 03/23/2021

JDENNINGHOFF

Approved

03/24/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS DAY OF QUAL 2021

Rachel Sadoff,Clerk BY: DINDIGHT HOMES D.C.



1167-Sea Ray Bridge Project

Department: Public Works Department

Date:

3/26/2021

Program:

ROAD CONSTRUCTION SERVICES

Type of Request:

Supplement

Revenue Change: Transfers - Other

Expenditure Change:

\$714,597 Reserves - Capital

\$714,597

Total:

\$714,597

Total:

\$714,597

Justification:

This Budget Change Request is for the Sea Ray Bridge Project. This Budget Change Request is to recognize funds being transferred from the Transportation Reimbursement Fund 1168. This transfer consists of savings from the Cone Road Project (District 2) of \$714,597. Reference BCR 50015238 which transfers funds from Fund 1168.

Without this Budget Change Request, the funds will not be transferred to the Sea Ray Bridge project and will not be available to be allocated in the future.

SAP Document Number:

Approval:

50015237

JJHAYES

Approved

03/26/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS DAY OF QUALL 2021

Rachel Sadoff, Clerk

BY: District till D.C.



1167-Sea Ray Bridge Project

Department:

Public Works Department

Date: 3/24/2021

Program:

ROAD CONSTRUCTION SERVICES

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Restricted

\$278,800 Reserves - Capital

\$278,800

Total:

\$278,800

Total:

\$278,800

Justification:

Balance Forward for the Sea Ray Bridge Project fund was projected at \$1,600,000 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$1,878,800 which is an increase in Balance Forward of \$278,800. This increase was a result of the Sea Ray Bridge Replacement project expenditures being less than anticipated. This budget request appropriates the additional balance forward to Reserves for the future Sea Ray Bridge Replacement project.

Alternative:

Without this BCR, funds will not be in reserves for future project expenditures.

SAP Document Number:

Approval:

50015118

TMTHOMAS MEBERNATH KAWALL **JJHAYES**

Approved Approved Approved 03/09/2021 03/09/2021 03/18/2021

Approved Approved 03/23/2021

JDENNINGHOFF

03/24/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS Le DAY OF CALL



1168-Transportation Reimbursements

Department: Public Works Department

Date: 3/26/2021

Program:

ROAD CONSTRUCTION SERVICES

Type of Request:

Supplement

Revenue Change:

Balance Forward Restricted

Expenditure Change:

\$979,670 Reserves - Capital

\$265,073

Transfers - Other

(\$714,597)

Total:

\$265,073

Total:

\$265,073

Justification:

Balance Forward for the Transportation Reimbursements Fund was projected at \$9,091,918 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual Balance Forward is \$10,071,588 which is an increase in Balance Forward of \$979,670. This increase was a result of project savings from the Cone Road project of \$714,597 (District 2) and the Minton Underdrain Project of \$265,073 (District 5). Savings from the Cone Road Project of \$714,597 are being transferred to the Sea Ray Bridge Replacement Project and savings from the Minton Underdrain Project are being allocated to Reserves.

Alternative:

Without this Budget Change Request, funds will not be transferred to the Sea Ray Bridge Replacement Fund (to be allocated to reserves for future allocation of projects).

SAP Document Number:

Approval:

50015238

JJHAYES

Approved

03/26/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS Le DAY OF OPPUL



Fund:

1170-Constitutional Gas Tax (5th & 6th Cent)

Department: Public Works Department

Date:

3/24/2021

Program:

ROAD CONSTRUCTION SERVICES

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Restricted

\$741,290 CIP

\$741,290

Total:

\$741,290

Total:

\$741,290

Justification:

Balance Forward for the Constitutional Gas Tax (CGT) fund was projected at \$12,865,793 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$13,607,083 which is an increase in Balance Forward of \$ 741,290. This increase was a result of Aurora Road Sidewalk project adjustments. A portion of Aurora Road Sidewalk funds were realigned within the Local Option Gas Tax (LOGT) fund in FY21. The project adjustment caused a negative balance within the CGT fund. This budget change appropriates the balance of funds to construction to offset the realignment of Aurora Road project.

Alternative:

Without this budget change, balance forward funds will not be recognized and aligned to Aurora Road Sidewalk project.

SAP Document Number:

Approval:

50015092

TMTHOMAS MEBERNATH KAWALL

Approved Approved Approved Approved

03/10/2021 03/11/2021 03/22/2021 03/23/2021

JJHAYES JDENNINGHOFF

Approved

03/24/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS DAY OF CAPUL 2021

Rachel Sadotf, Clerk



Fund: 1180-Countywide Road & Bridge

Department: Public Works Department

Date: 3/24/2021

Program: ROAD MAINTENANCE

Type of Request: Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

(\$143,803) Operating Expenses

(\$143,803)

Total:

(\$143,803)

Total:

(\$143,803)

Justification:

Balance Forward for the Public Works Road & Bridge fund was projected at \$8,944,577 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$8,800,774 which is a decrease in Balance Forward of \$143,803. This decrease was a result of Florida East Coast Railway (FEC Railway) projects being completed ahead of the anticipated schedule. This budget request decreases the repair and maintenance line item to offset invoice payments.

Alternative:

Without this budget change, the balance forward for Road and Bridge will not be adjusted; and as a result, fund will not be balanced.

SAP Document Number:

Approval:

50015098

TMTHOMAS MEBERNATH KAWALL JJHAYES Approved
Approved
Approved

03/10/2021 03/11/2021 03/23/2021

JJHAYES JDENNINGHOFF Approved Approved

03/23/2021 03/24/2021

APPROVED IN REGULAR SESSION BOARD OF COUNTY COMMISSIONERS

THIS LO DAY OF APRIL

Rachel Sadoff Clerk



Fund: 1228-Transportation Impact Fees District 8

Department: Public Works Department

Date: 3/24/2021

Program:

ROAD CONSTRUCTION SERVICES

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Restricted

\$20,145 CIP

\$20,145

Total:

\$20,145

Total:

\$20,145

Justification:

Balance Forward for the Transportation Impact Fees- District 8 fund was projected at \$605,970 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$626,115 which is an increase in Balance Forward of \$20,145. This increase was a result of Riverside Sidewalk project expenditures being less than anticipated. Also, interest earned within the fund was higher than projected. This budget request appropriates the additional balance forward to construction for the Riverside Sidewalk project.

Alternative:

Without this budget change, funds will not be aligned to Riverside Drive sidewalk project for completion.

SAP Document Number:

Approvai:

50015072

TMTHOMAS MEBERNATH KAWALL JJHAYES Approved Approved 03/10/2021 03/11/2021 03/23/2021 03/23/2021

JJHAYES JDENNINGHOFF Approved Approved

03/24/2021

APPROVED IN REGULAR SESSION BOARD OF COUNTY COMMISSIONERS

THIS 6 DAY OF APUL 2021

Rachel Sadoff Clerk
BY: Debxan Thimas D.C.



1232-Transp Imp Fee Proj S Mainland

Department: Public Works Department

Date:

3/24/2021

Program:

ROAD CONSTRUCTION SERVICES

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Restricted

\$44.917 CIP

\$44,917

Total:

\$44.917

Total:

\$44,917

Justification:

Balance Forward for the Transportation Impact Fees- S Mainland fund was projected at \$360,119 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$405,036 which is an increase in Balance Forward of \$44,917. This increase was a result of expenditures for the Hollywood Widening Project being less than anticipated. Also, interest earned within the fund was higher than anticipated. This budget change request appropriates the balance to construction for the Hollywood Widening Project.

Alternative:

Without this budget request, balance forward funds will not be aligned to the Hollywood Blvd Widening project for completion.

SAP Document Number:

Approval:

50015147

TMTHOMAS MEBERNATH KAWALL

Approved Approved Approved 03/10/2021 03/11/2021 03/23/2021

JJHAYES JDENNINGHOFF

Approved Approved 03/23/2021 03/24/2021

Rachel Sadoff, Clerk

BY: Door of Helly D.C.

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS**



1410-Law Enforcement MSTU

Department: Sheriff for BCRA use only

Date: 3/23/2021 Program:

SHERIFFS OFFICE

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

\$2,706,136 Reserves-Operating

\$2,706,136

Total:

\$2,706,136

Total:

\$2,706,136

Justification:

Balance Forward for the Law Enforcement MSTU Fund was projected at \$2,662,926 during the development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$5,369,062 which is an increase in Balance Forward of \$2,706,136. This increase was the result of FY20 operational requirements that were not expended due to significant fiscal uncertainties connected to COVID-19. Unfortunately, fiscal impacts have increased as production, supplies, and shipping costs have increased due to the pandemic. The funds are allocated in FY22 against currently unmet fiscal year operational requirements.

Alternative:

The County and Sheriff's Office books will not match.

SAP Document Number:

Approval:

50015185

JJHAYES

Approved

03/18/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS**

THIS DAY OF A PUL 2021
Rachel Sadoff, Clerk
BY: Depose Hills D.C.



4010-Solid Waste Mgmt Dept O&M

Supplement

Department: Solid Waste Department

Date: 3/16/2021 Program: **DISPOSAL**

Type of Request:

Revenue Change:

Expenditure Change:

Balance Forward Operating

\$103,602 Reserves-Operating

\$103,602

Total:

\$103,602

Total:

\$103,602

Justification:

Balance Forward for Solid Waste Management Debt O & M was projected at \$6,337,695 during budget development of the FY2020-2021 budget. Upon completion of the annual audit and reconcillation of the financial statements, the actual balance forward is \$6,441,297. This is an increase in Balance Forward in the amount of \$103,602. This increase was a result of underestimating Gate Receiptsas a result of increased material coming into the landfills in FY2019-2020. This budget request appropriates the additional balance forward to Reserves for Cash Forward.

Alternative:

If this Budget Change Request is not approved the budget will remain understated and not reflect the correct financial position of the Solid Waste Management Department.

SAP Document Number:

Approval:

JJHAYES

50015101

EXRODRIGUEZ KNETERER

Approved Approved 03/03/2021 03/03/2021

JDENNINGHOFF

Approved

03/12/2021

Approved

03/12/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS DAY OF OPRIL 2021

Rachel Sadoff, Clerk
BY: Debotal HOVE D.C.



4011-Solid Waste Mgmt Dept Renewal & Replac

Department: Solid Waste Department

Date: 3/16/2021

DISPOSAL Program:

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Restricted

(\$819,729) Reserves - Capital

(\$819,729)

Total:

(\$819,729)

Total:

(\$819,729)

Justification:

Balance Forward for Solid Waste Management Debt R & R was projected at \$23,177,921 during budget development of the FY2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$22,358,192. This is a decrease in Balance Forward in the amount of \$819,729. This decrease was primarily the result of underestimating Repair and Maintenance expenses that occurred after the development of the FY 2020-2021 budget. This budget request decreases Reserves by \$819,729.

Alternative:

If this Budget Change Request is not approved, the budget will remain overstated and not reflect the correct financial position of the Solid Waste Management Department.

SAP Document Number:

Approval:

50015102

EXRODRIGUEZ KNETERER

Approved Approved 03/03/2021 03/03/2021

JJHAYES

Approved

03/12/2021

JDENNINGHOFF

Approved

03/12/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS**

THIS Le DAY OF OR



4013-Solid Waste Mgmt Dept Impact Fees

Department: Solid Waste Department

Date: 3/16/2021

Program:

DISPOSAL

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Restricted

\$673,579 Reserves - Capital

\$673,579

Total:

\$673,579

Total:

\$673,579

Justification:

Balance Forward for Solid Waste Management Department Impact Fees was projected at \$5,286,306 during budget development of the FY2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual Balance Forward is \$5,959,885. This is an increase in Balance Forward in the amount of \$673,579. This increase was primarily the result of underestimating the collections of residential and commercial impact fees and Interest Earned revenue in the FY2019-2020 budget. This budget request increases reserves by \$673,579.

Alternative:

If this Budget Change Request is not approved, the budget will remain understated and not reflect the correct financial position of the Solid Waste Management Department.

SAP Document Number:

Approval:

50015103

EXRODRIGUEZ KNETERER JJHAYES

Approved Approved Approved 03/03/2021 03/03/2021

JDENNINGHOFF

Approved

03/12/2021 03/12/2021

APPROVED IN REGULAR SESSION

BOARD OF COUNTY COMMISSIONERS

THIS 6 DAY OF OPRIL 2021

Rachel Sadoff, Clerk
BY: D. Thomas D.C.



4014-Solid Waste Dept Landfill Mgmt Escrow

Department: Solid Waste Department

Date: 3/16/2021

Program: **DISPOSAL**

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Capital

(\$1,777,394) Reserves - Restricted

(\$1,777,394)

Total:

(\$1,777,394)

Total:

(\$1,777,394)

Justification:

Balance Forward for Solid Waste Management Department Landfill Management Escrow was projected at \$33,563,944 during budget development of the FY2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$31,786,550. This is a decrease in Balance Forward in the amount of \$1,777,394. This decrease was primarily theresult of underestimating Landfill Closure Liability expenses related to post closure care in FY 2019-2020. The budget request decreases the Central Disposal Facility (CDF) Escrow Account by \$1,777,394.

Alternative:

If this Budget Change Request is not approved, the budget will remain overstated and not reflect the correct financial position of the Solid Waste Management Department.

SAP Document Number:

Approval:

50015104

EXRODRIGUEZ KNETERER

Approved Approved 03/03/2021 03/03/2021

JJHAYES

Approved

03/12/2021

JDENNINGHOFF

Approved

03/12/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS**

Rachel Sadoff, Clerk
BY: Woord Fremes D.C.



Fund: 4110-Solid Waste Mgmt Dept Collection

Department: Solid Waste Department

Date: 3/16/2021

Program:

COLLECTIONS/RECYCLING

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

\$1,171,417 Reserves-Operating

\$1,171,417

Total:

\$1,171,417

Total:

\$1,171,417

Justification:

Balance Forward for Solid Waste Management Department Mandatory Collections was projected at \$3,668,767 during budget development of

the FY2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$4,840,184. This is a increase in Balance Forward in the amount of \$1,171,417. The increase was due to not having pertinent information on final collection contract and the final assessment amount at the time of budget formulation as well as the receipt of unbudgeted reimbursement revenue in FY2019-2020 related to prior hurricanes. Also, fines received from Waste Management for not meeting contract requirements was the highest in recent years. This budget request increases the reserve for cash forward by \$1,171,417.

Alternative:

If this Budget Change Request is not approved, the budget will remain understated and not reflect the correct financial position of the Solid Waste Management Department.

SAP Document Number:

Approval:

50015105

EXRODRIGUEZ KNETERER JJHAYES

Approved Approved 03/03/2021 03/03/2021

JDENNINGHOFF

Approved Approved 03/11/2021

Appro

03/11/2021

APPROVED IN REGULAR SESSION BOARD OF COUNTY COMMISSIONERS

THIS DAY OF PR

Rachel Sadoff Clerk
BY: Debond HOND D.



1440-TDC-ADMINISTRATION

Department: Tourism Development Office

Date: 3/23/2021 Program:

TOURISM DEVELOPMENT

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

\$402,323

Transfers - Other

(\$402,323)

Total:

\$0

Total:

\$0

Justification:

Balance Forward for the Tourism Admin fund 1440 was projected at \$0 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$402,323 which is an increase in Balance Forward of \$402,323. This increase was a result of unfilled positions, a slight underrun in operating expenses and less than expected tax collector fees due to underrun in Tourist Development Tax revenue in FY 2019-2020. This budget request recognizes the additional balance forward in Admin fund 1440 and decreases transfer in from fund 1441 Marketing/Promotional due to these funds not being needed.

Alternative:

Balance forward fund 1440 budget will not be recognized and the transfer in from fund 1441 will be overstated resulting in additional funds not being available for marketing in fund 1441.

SAP Document Number:

Approval:

50015122

PFCRANIS CLROLLYSON Approved Approved 03/05/2021 03/12/2021

JJHAYES JPLIESENFELT Approved

03/12/2021

Approved

03/22/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS**

THIS DAY OF OQUE 2021

Rachel Sadoff, Clerk

BY: Debore Hillus D.C.



1441-Tourism - Promotional/Advertising

Department: Tourism Development Office

Date: 3/26/2021

Program: **TOURISM DEVELOPMENT**

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Transfers - Other

(\$232,776) Operating Expenses

(\$232,776)

Total:

(\$232,776)

Total:

(\$232,776)

Justification:

Balance Forward for the Stadium Expense 4th Cent fund 1448 some of which funds 1441 Promotional/Advertising was projected at \$332,776 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$100,000. This budget request reduces the transfer from 1448 due to a decrease in balance forward.

Alternative:

Transfer in from fund 1448 in fund 1441 will be overstated and associated 1441 marketing expense accounts will be overstated.

SAP Document Number:

Approval:

50015125

PFCRANIS CLROLLYSON **JJHAYES**

Approved Approved Approved

03/05/2021 03/15/2021 03/18/2021

Approved

JPLIESENFELT

03/25/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS**

Rachel Sadoff Clerk
BY: DEDOTCH THINK D.C.



1441-Tourism - Promotional/Advertising

Department: Tourism Development Office

Date: 3/23/2021 Program:

TOURISM DEVELOPMENT

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

\$908,581 Operating Expenses

\$908,581

Total:

\$908,581

Total:

\$908,581

Justification:

Balance Forward for the Tourism Promotional/Advertising fund 1441 was projected at \$201,527 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$1,110,108 which is an increase in Balance Forward of \$908,581. This increase was a result of unused Tourist Development revenue due to delayed campaigns because of COVID-19 during FY 2019-2020. This budget request appropriates the additional balance forward toward future media campaigns.

Alternative:

Balance forward will not be recognized in fund 1441 and associated expense budgets will be understated.

SAP Document Number:

Approval:

50015124

PFCRANIS CLROLLYSON Approved Approved 03/05/2021 03/12/2021

JJHAYES

Approved

03/18/2021

JPLIESENFELT

Approved

03/22/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS**

Rachel Sadoff, Clerk
BY: Library D.C.



1441-Tourism - Promotional/Advertising

Department: Tourism Development Office

Date: 3/23/2021 Program:

TOURISM DEVELOPMENT

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Transfers - Other

\$402,323 Operating Expenses

\$402,323

Total:

\$402,323

Total:

\$402.323

Justification:

Balance Forward for the Tourism Admin fund 1440 was projected at \$0 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$402,323 which is an increase in Balance Forward of \$402,323. This increase was a result of unfilled positions, underrun in operating expenses, and underrun in tax collector fees due to reduced TDT as referenced in BCR 50015122. This budget request reduces the transfer to fund 1440 offsetting BCR 50015122 and allocates budget to Promotional Activity expense within Marketing/Promotional fund 1441.

Alternative:

Expense budget will not be available in Tourism Marketing/Promotional fund 1441 as a result of not recognizing the reduced transfer out to Tourism Admin fund 1440 not needed.

SAP Document Number:

Approval:

50015123

PFCRANIS CLROLLYSON

Approved Approved 03/05/2021

JJHAYE\$

Approved

03/12/2021 03/12/2021

JPLIESENFELT

Approved

03/22/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS Le DAY OF DAY

Rachel Sadoff, Clerk



1442-Tourism - Beach Improvements

Department: Tourism Development Office

3/23/2021

Program:

TOURISM DEVELOPMENT

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

\$1,347,520 Operating Expenses

\$1,347,520

Total:

\$1,347,520

Total:

\$1,347,520

Justification:

Balance Forward for the Beach Improvement fund was projected at \$9,527,870 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$10,875,390 which is an increase in Balance Forward of \$1,347,520. This increase was a result of a smaller portion of remaining beach renourishment projects being completed in FY 2019-2020 than originally anticipated. This budget request appropriates the additional balance forward for current year beach renourishment projects.

Alternative:

Budgeted current year balance forward will not correspond with the actual balance forward.

SAP Document Number:

Approval:

50015120

PFCRANIS CLROLLYSON **JJHAYES**

Approved Approved Approved 03/05/2021 03/12/2021

JPLIESENFELT

03/12/2021

Approved

03/19/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS**

Rachel Sadoff, Clerk

BY: DOORN HOLL D.C.



1443-TDC- Capital Improvements

Department:

Tourism Development Office

Date:

3/23/2021

Program:

TOURISM DEVELOPMENT

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

\$316,833 CIP

\$316,833

Total:

\$316.833

Total:

\$316,833

Justification:

Balance Forward for the Tourism Capital Improvements fund 1443 was projected at \$7,409,087 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$7,725,920 which is an increase in Balance Forward of \$316,833. This increase was a result of project schedule delays during FY 2019-2020. This budget request appropriates the additional balance forward for current year capital improvement projects.

Alternative:

Budgeted current year balance forward will not correspond with the actual balance forward. Capital project expense will be understated.

SAP Document Number:

50015126

Approval:

PFCRANIS CLROLLYSON JJHAYES

JPLIESENFELT

Approved

Approved Approved

Approved

03/05/2021

03/12/2021 03/12/2021

03/22/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS**

Rachel Sadoff, Clerk
BY: DOOR TOWN D.C.



Fund:

1444-TDC-DISASTER

Department: Tourism Development Office

Date: 3/23/2021 Program:

TOURISM DEVELOPMENT

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

\$56,314 Reserves - Restricted

\$56,314

Total:

\$56,314

Total:

\$56,314

Justification:

Balance Forward for the TDC-Disaster fund 1444 was projected at \$1,103,091 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$1,159,405 which is an increase in Balance Forward of \$56,314. This increase was a result of a higher than expected interest income and unused disaster marketing in FY 2019-2020. This budget request appropriates the additional balance forward for current year reserves.

Alternative:

Budgeted current year balance forward will not correspond with the actual balance forward.

SAP Document Number:

Approval:

50015162

PFCRANIS CLROLLYSON JJHAYES

Approved Approved Approved

03/09/2021 03/12/2021 03/12/2021

JPLIESENFELT

Approved

03/19/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS**

THIS DAY OF CAPUL 2011

Rachel Sadoff, Clerk

BY: 1000 A HOMOD.C.

264



1445-TDC - VISITOR INFORMATION CTRS

Department: Tourism Development Office

Date: 3/23/2021 Program:

TOURISM DEVELOPMENT

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

\$66,535 Operating Expenses

\$66,535

Total:

\$66,535

Total:

\$66,535

Justification:

Balance Forward for the TDC-Visitor Information Center fund was projected at \$3,895 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$70,430 which is an increase in Balance Forward of \$66,535. This increase was a result of savings due to vacant positions as well as the savings in Printing and Binding. This budget request appropriates the additional balance forward for current year visitor information center expenses.

Alternative:

Budgeted current year balance forward will not correspond with the actual balance forward. Expense budget in this fund will be understated.

SAP Document Number:

Approval:

50015164

PFCRANIS CLROLLYSON Approved Approved 03/09/2021 03/12/2021

JJHAYES JPLIESENFELT Approved

03/12/2021

Approved

03/22/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS LA DAY OF APUL

Rachel Sadoff Clerk
BY: Debotah Trum a D.C.



1446-Tourism - Cultural/Special Events

Department:

Tourism Development Office

Date:

3/23/2021

Program:

TOURISM DEVELOPMENT

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

\$97,008 Grants and Aid

\$97,008

Total:

\$97,008

Total:

\$97,008

Justification:

Balance Forward for the Tourism-Cultural/Special Events fund 1446 was projected at \$24,744 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$121,752 which is an increase in Balance Forward of \$97,008. This Increase was a result of a number of Cultural grant events in FY 2019-2020 being cancelled due to COVID-19. This budget request appropriates the additional balance forward for current year Cultural grants and events.

Alternative:

Budgeted current year balance forward will not correspond with the actual balance forward.

SAP Document Number:

Approval:

50015165

PFCRANIS CLROLLYSON

Approved Approved

03/09/2021 03/12/2021

JJHAYES JPLIESENFELT

Approved Approved 03/12/2021

03/19/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS**

Rachel Sadoff, Clerk
BY: DEDUCE TROMUB.C.



1448-TDC-STADIUM 4TH CENT

Department:

Tourism Development Office

Date:

3/26/2021

Program:

TOURISM DEVELOPMENT

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

(\$232,776)

Transfers - Other

\$232,776

Total:

\$0

Total:

\$0

Justification:

Balance Forward for the TDC-4th Cent fund 1448 was projected at \$332,776 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$100,000 which is an decrease in Balance Forward of \$232,776. This budget request decreases the fund balance and decreases the budgeted transfer to Tourism Marketing fund.

Alternative:

Budgeted current year balance forward will not correspond with the actual balance forward. The transfer to fund 1441 budget account will be overstated.

SAP Document Number:

Approval:

PFCRANIS CLROLLYSON JJHAYES JPLIESENFELT

Approved Approved 03/09/2021 03/15/2021

Approved

03/18/2021

Approved

03/25/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS Le DAY OF Opril

Rachel Sadoff, Clerk
BY: Dewnsh Howeb.c.



Fund: 1450-TDC 4th Cent Sports Facility

Department:

Tourism Development Office

Date:

3/26/2021

Program:

TOURISM DEVELOPMENT

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

\$315,514 CIP

\$315,514

Total:

\$315,514

Total:

\$315,514

Justification:

Balance Forward for the TDC 4th Cent Sports Facility fund was projected at \$713,937 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$1,029,451 which is an increase in Balance Forward of \$315,514. The increase is a result of no USSSA capital expenses being reimbursed by the end of the fiscal year. This budget request appropriates the additional balance forward for current year stadium sports facility capital projects.

Alternative:

Budgeted current year balance forward will not correspond with the actual balance forward. Capital expense budget will not be available for current year stadium projects.

SAP Document Number:

50015167

Approval:

PFCRANIS CLROLLYSON **JJHAYES**

JPLIESENFELT

Approved

Approved Approved Approved

03/09/2021

03/12/2021 03/12/2021

03/19/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS**

THIS DAY OF OPPU



Fund:

4140-SCAT/Transit Capital Improvements

Department:

Transit Services Department

Date:

3/23/2021

Program:

TRANSIT CAPITAL

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

\$41,985 Operating Expenses

\$41,985

Total:

\$41.985

Total:

\$41,985

Justification:

Balance Forward for Transit Services Capital was projected at \$117,442 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statement, the actual Balance Forward is \$159,427, which is an increase in Balance Forward of \$41,985. This increase was the result of underestimating the Sale of Surplus revenue in FY 2019-2020. This budget request appropriates the additional Balance Forward to Operating Expense and increases the opportunity to use this funding as a local match for future capital grants.

Alternative:

If this Budget Change Request is not approved, funding will not be available to use as a local match for future grants and Balance Forward will be understated.

SAP Document Number:

50015089

THY

Approval:

LPARKER KNETERER JJHAYES JPLIESENFELT Approved Approved 03/10/2021 03/15/2021 03/23/2021

Approved

03/23/2021

APPROVED IN REGULAR SESSION BOARD OF COUNTY COMMISSIONERS

THIS La DAY OF April

Rachel Sadoff, Clerk

BY: Deboted trans

D.C.



0001-Genera Revenue Fund - Incorporated

Department: UF/Brevard County Extension Services Off

Date:

3/17/2021

Program:

AG EXTENSION SERVICES PROGRAM

Type of Request:

Revenue Change:

Supplement

Expenditure Change:

Balance Forward Operating

(\$3,796) Operating Expenses

(\$3,796)

Total:

(\$3,796)

Total:

(\$3,796)

Justification:

Balance Forward for the UF/Extension Services Farmer's Market was projected at \$16,500 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$12,704 which is a decrease in Balance Forward of (\$3,796). This decrease was a result of more reimbursements to Farmer's Market vendors than originally anticipated. This budget request reduces the budget for Operating Supplies for this program.

Alternative:

If this budget change request is not approved, the balance forward budget will remain overstated.

SAP Document Number:

Approval:

JJHAYES JPLIESENFELT

Approved

Approved

03/12/2021

03/16/2021

APPROVED IN REGULAR SESSION

BOARD OF COUNTY COMMISSIONERS

Rachel Sadoff, Clerk
BY: Suboruh Hunund.c.



4252-Barefoot Bay Connection Fees

Department: Utility Services Department

Date:

3/24/2021

Program:

BAREFOOT BAY WATER AND WASTEWATER

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Restricted

\$61,370 Reserves - Capital

\$61,370

Total:

\$61,370

Total:

\$61,370

Justification:

Balance Forward for the Barefoot Bay Connection Fee fund was projected at \$160,000 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$221,370 which is an increase in Balance Forward of \$61,370. This increase is a result of underestimating connection fee revenue for FY 2019-2020. Connection fee revenue is very volatile and dependent on the number of newly constructed commercial and residential units. This budget request appropriates the additional balance forward to reserves for a future eligible project.

Alternative:

If this budget is not approved, the budget will be underestimated.

SAP Document Number:

50015214

Approval:

ESWANKE EGFONTANIN **CLROLLYSON JJHAYES**

JDENNINGHOFF

Approved Approved Approved

Approved Approved

03/15/2021

03/15/2021 03/16/2021

03/23/2021 03/24/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS LE DAY OF COPIL

Rachel Sadoff, Clerk Milosoph

271



Fund:

0020-Valkaria Airport

Department:

Valkaria Airport Office

Date:

3/16/2021

Program:

VALKARIA AIRPORT

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

\$30,000

Balance Forward Operating

\$178,187 Operating Expenses

Reserves - Capital

\$148,187

Total:

\$178,187

Total:

\$178,187

Justification:

Balance Forward for the Valkaria Airport fund was projected at \$375,488 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$553,675 which is an increase in Balance Forward of \$178,187. This increase was a result of less than anticipated Operating expenditures related to Gas Inventory and Repair and Maintenance associated with heavy equipment as well as higher than anticipated rental revenue. This request appropriates the additional balance forward to Other Contracted Services for temporary staffing needs, Repair and Maintenance to replenish funding utilized as local match funding for a grant project and Reserves for Capital Outlay to provide future local match funding.

Alternative:

If this request is not approved, Balance Forward will be understated in the FY2020-2021 Budget.

SAP Document Number:

Approval:

JJHAYES

Approved

03/12/2021

JDENNINGHOFF

Approved

03/12/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS DAY OF OPEL

Rachel Sadoff, Clerk



Fund: 3050-Valkaria Airport

Department: Valkaria Airport Office

Date: 3/16/2021

Program:

VALKARIA AIRPORT

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Restricted

\$21,845 CIP

\$21.845

Total:

\$21,845

Total:

\$21,845

Justification:

Balance Forward for the Valkaria Airport Hangers fund was projected at \$7,900 during budget development of the FY 2020-2021 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$29,745 which is an increase in Balance Forward of \$21,845. This increase was a result of less than anticipated expenses related to the construction of the Hanger F Capital Improvement project. The additional Balance Forward will be appropriated to the Hanger F Capital Improvement project in FY 2020-2021 to provide additional funding for construction expenses related to this project.

Alternative:

If this request is not approved, the Balance Forward in this fund will be understated in the current year.

SAP Document Number:

Approval:

JJHAYES

JDENNINGHOFF

Approved Approved 03/12/2021

03/12/2021

APPROVED IN REGULAR SESSION **BOARD OF COUNTY COMMISSIONERS** THIS LE DAY OF OPEN

Rachel Sadoff, Clerk

NOTICE OF PUBLIC HEARING SUPPLEMENTING FY 2020-2021 BREVARD COUNTY BUDGET

The Brevard County Board of County Commissioners will consider supplements to the FY 2020-2021 County budget at its regular board meeting to be held on

Tuesday, April 6, 2021 5:00 PM

the Commission Meeting Room of the Brevard County Government Center 2725 Judge Fran Jamieson Way, Viera, Florida

Summary of Proposed Changes in Revenue and Appropriations to be Considered April 6, 2021; Third Quarter FY 2020-2021

| Changes in Revenues and Other Sources by Category Taxes License and Permits Charges for Services Fines and Porfeits Miscellaneous Revenue Statutory Reduction (Less 5%) Statutory Reduction (Less 5%) Statutory Revenue Statutory Re | | | | LONDS | FUNDS | 2000 | | ALL FUNDS |
|--|--------------|---------------|-------------------|---------------|-------------|----------------|-------------------|-----------------|
| Changes in Revenues and Other Sources L Taxes License and Permits Intergovernmental Revenue Charges for Services Fines and Forfeits Miscellaneous Revenue Statutory Reduction (Less 5%) Total Revenue Statutory Reduction (Less 5%) Total Revenue Balance Forward Balance Forward Intrafund/Interfund. Transfers Debt Proceeds & Other Total Other Sources | 11,405,213 | \$120,048,657 | \$656,815,618 | \$28,925,253 | \$3,864,783 | \$276,624,344 | \$134,604,562 | \$1,552,288,430 |
| | y Category | | | | | | | |
| | \$0 | 0\$ | \$5,123,793 | \$ | 0\$ | 0\$ | \$0 | \$5,123,793 |
| 9 | \$0 | 20 | \$0 | 0\$ | 0\$ | 200 | 0\$ | 0\$ |
| | \$0 | \$0 | \$49,623,006 | 0\$ | 0\$ | 0\$ | 0\$ | \$49,623,006 |
| | \$0 | \$0 | 0\$ | % | \$0 | \$0 | 0\$ | 0\$ |
| | \$0 | \$0 | 20 | \$0 | \$0 | \$0 | \$0 | 95 |
|] | 0\$ | 0\$ | \$53,175 | \$0 | \$0 | 0\$ | \$0 | \$53,175 |
| | \$0 | \$0 | (\$2,739,999) | \$0 | \$0 | \$0 | \$0 | (\$2,739,999) |
| | 0\$ | \$0 | \$52,059,975 | \$0 | \$0 | \$0 | 0\$ | \$52,059,975 |
| | | | | | | | | |
| | 7,936,959 | \$5,493,739 | (\$61,388,924) | \$605,468 | (\$4,599) | (\$545,170) | \$1,933,405 | (\$45,969,122) |
| sezu | \$0 | | 9\$ | 80 | 0\$ | 0\$ | 25 | 0\$ |
| | \$0 | 80 | \$0 | 0\$ | \$0 | 80 | 0\$ | \$0 |
| | \$7,936,959 | \$5,493,739 | (\$61,388,924) | \$605,468 | (\$4,599) | (\$545,170) | \$1,933,405 | (\$45,969,122) |
| Total Revenue & Other Sources \$7 | 656'986'2 | \$5,493,739 | (\$9,328,949) | \$605,468 | (\$4,599) | (\$545,170) | \$1,933,405 | \$6,090,853 |
| Changes in Appropriations by Function | | | | | | | | |
| General Government | \$659,066 | \$0 | (\$569,039) | 80 | 0\$ | 0\$ | 80 | \$90,027 |
| Public Safety and Courts | \$226,563 | \$0 | \$1,036,249 | 0\$ | \$ | 2 | 80 | \$1,262,812 |
| Physical Environment | \$233,788 | \$0 | \$8,861,037 | 0\$ | \$ | 20 | 80 | \$9,094,825 |
| Transportation | \$30,000 | \$3,755,770 | \$0 | 0\$ | \$21,845 | \$41,985 | 0\$ | \$3,849,600 |
| Economic Environment | \$0 | \$0 | (\$6,231,030) | 9 | \$0 | \$0 | \$0 | (\$6,231,030) |
| Human Services | \$35,746 | 0\$ | (\$27,578,438) | \$0 | 0\$ | \$0 | \$0 | (\$27,542,692) |
| Culture/Recreation | \$792,573 | 20 | \$6,663,159 | 0\$ | \$148,226 | 0\$ | 20 | \$7,603,958 |
| Interfund Transfers | 9 | 0 \$ | 0\$ | Q | 0\$ | 0\$ | 20 | 0\$ |
| Transfers to Charter Officers | 0\$ | \$0 | 0 \$ | 0\$ | \$0 | 0\$ | 20 | 0\$ |
| Debt Service | 0\$ | \$8,384 | \$0 | 0\$ | \$0 | 0\$ | \$0 | \$8,384 |
| Reserves \$5, | 5,959,223 | \$1,729,585 | \$8,489,113 | \$605,468 | (\$174,670) | (\$587,155) | \$1,933,405 | \$17,954,969 |
| Other | 0\$ | 0\$ | \$0 | 0\$ | 80 | 0\$ | 0\$ | 0\$ |
| Total Appropriations \$7, | 7,936,959 | \$5,493,739 | (\$9,328,949) | \$605,468 | (\$4,599) | (\$545,170) | \$1,933,405 | \$6,090,853 |
| Total Budgets as Supplemented \$ 339, | 9,342,172 \$ | 125,542,396 | \$ 647,486,669 \$ | 29,530,721 \$ | 3,860,184 | \$ 276,079,174 | \$ 136,537,967 \$ | 1,558,379,283 |

A detailed description of the budget is on file in the Budget Office of the Board of County Commissioners at the Brevard County Government Center as a public record.

BY THE ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA,

Frank Abbate, County Manager

Directions to FLORIDA TODAY Newspaper

This advertisement:

1. Must be included in the TODAY newspaper on Friday April 2, 2021.

2. Must have a Headline of 18 point type - smaller is not legal and larger is not desirable.

3. Must have body type of 6 point type, no smaller than the size as is normally used by the newspaper.

4. Must not be included in the legal or classified section of the newspaper.

A proof copy of this ad is needed. The proof copy should be sent by e-mail to Pam. Wallace@brevardfl.gov

Phone: 321-633-2153

Bills should be submitted to: Pam Wallace, Special Projects Coordinator, Brevard County, 2725 Judge Fran Jamieson Way, Viera, FL 32940



BOARD OF COUNTY COMMISSIONERS

Public Works Department

2725 Judge Fran Jamieson Way Building A, Room 201 Viera, Florida 32940

Inter-Office Memo

TO:

Commissioner Rita Pritchett, Chair

THRU:

Frank Abbate, County Manager

THRU:

John P. Denninghoff, Assistant County Manager

THRU:

Marc Bernath, Public Works Director Bernath, Marc

THRU:

Leo Da Silva, Facilities Building & Operations Manager

DaSilva, Leonardo Date: 2021.06.24 18.05:13 -04'00'

Digitally signed by Bowers,

FROM:

Mary Bowers, Facilities Support Services Manager

Bowers, Mary Date: 2021.06.22 13:33:27

SUBJECT:

Parks & Recreation South Beach Crossovers - Contract with RUSH Construction

DATE:

June 22, 2021

The Parks & Recreation Department has requested that Facilities complete renovations/replacements to twelve (12) beach crossovers in South Brevard. The sites are Howard Futch Northernmost crossover, South Spessard Northernmost crossover, South Spessard middle crossover, Sea Pearl Condo crossover, Double Tree crossover, Spessard Holland North northmost crossover, Chris' Break crossover, Silver Palm crossover, Howard Futch pavilion crossover, River Drive crossover, Spessard Holland South southernmost crossover, and Howard Futch main ramped crossover.

Facilities has negotiated a contract with RUSH Construction for the renovations/replacements in the amount of \$1,101,534.00. Funding was approved by the Board of County Commissioners on April 06, 2021.

The contract has been reviewed and approved by the County Attorney's Office, Risk Management and Purchasing Services per Administrative Order AO-29.

Please route approval memo and contract with RUSH Construction for required signatures and return a fully executed copy to Facilities.

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

Encl:

AO-29 Contract Review and Approval Forms

Contract with RUSH Construction

Board approval

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT REVIEW AND APPROVAL FORM

| Y DE ASSESSED OF STREET | SECTION | I - GENERAL | INFORMATION | |
|---------------------------------------|-----------------------|---------------|--|--|
| 1. Contractor: RUSH Co | nstruction | | 2. Amount: 1,101, | 534.00 |
| 3. Fund/Account #: | | 4, 1 | Department Name: Public Wor | ks |
| 5. Contract Description: S | South Beach Cros | sovers (Parl | ks and Recreation) | |
| 6. Contract Monitor: Mar | | | 8. Contract Typ | e: |
| 7. Dept/Office Director: M | | | CONSTRUC | TION |
| 9. Type of Procurement: R | | ons (RFQ) | - La Maria | |
| | | | ROVAL TO ADVERTISE | |
| | APPRO | | | |
| COUNTY OFFICE | YES | NO | SIGNATURE | |
| COUNT OTHER | | _ | (All Andrews (| |
| User Agency | $\underline{\square}$ | 닏 | | |
| Purchasing | | | | |
| Risk Management | | | | |
| - | | | | |
| County Attorney | | | TO EVECUTE | |
| SEC | TION III - REVIEW A | AND APPROVA | L 10 EXECUTE | |
| | APPRO | OVAL | | |
| COUNTY OFFICE | YES | NO | SIGNATURE | |
| | [7] | П | Bowers, Mary Digitally st | ned by Sowers, Mary ,05.26 15:06:31 -04'00' |
| User Agency | <u> </u> | 님 | Detroit of the party of the par | ,00.20 10.00.01 01 00 |
| Purchasing | | | | |
| Risk Management | | | W. Carlotte and Ca | |
| County Attorney | 7 | | Rogers, Robin Digitally of Date: 20: | signed by Rogers, Robin 21.06.08 09:04:23 -04'00' |
| | FION IV CONTRA | OTO MANAGE | MENT DATABASE CHECKLIST | |
| | | C 13 MIANAGE | HERT DATABAGE CHECKED: | Complete ✓ |
| CM DATABASE REQUIRED F | IELDS | | | Complete |
| Department Information | | | | |
| Department | | | | |
| Program | | | | |
| Contact Name Cost Center, Fund, and G | // Account | | | |
| Vendor Information (SAP | | | | |
| Contract Status, Title, Type | | | | |
| Storage Location (SAP) | or and Amount | | | |
| Contract Approval Date, | Effective Date, and | Expiration Da | te | |
| Contract Absolute End Do | te (No Additional F | Renewals/Exte | nsions) | |
| Material Group | no the Additional | TOTAL STATE | | |
| Contract Documents Unio | aded in CM datah | ase (Contract | Form with County Attorney/ Risk | |
| Management/ Purchasing | Approval: Signed | Executed Cor | ntract) | |
| "Right To Audit" Clause Inc | luded in Contract | | | |
| Manitared items: Unloade | nd to database (Ins | urance Ronds | etc) | |

AQ-29: EXHIBIT I

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT REVIEW AND APPROVAL FORM

| | SECTION | II- GENER | AL INFORMATION | | | | | |
|-------------------------------|------------------------|-------------|---------------------|---|---|--------------------------------|--------------|---|
| 1. Contractor: RUSH Co | nstruction | | 2. / | Amount: | 1,101,53 | 34.00 | | 7 |
| 3. Fund/Account #: | | | 4. Department Nan | | | | | - |
| 5. Contract Description: S | South Beach Cros | seovore /E | | | IIC VVOINS | - | | - |
| | | SSUVEIS (F | arks and Recrea | | and Tone | | | 1 |
| 6. Contract Monitor: Mar | | | | | ract Type: | | | |
| 7. Dept/Office Director: M | arc Bernath | | | COV | ISTRUCTI | ON | | |
| 9. Type of Procurement: R | equest for Qualificati | ions (RFQ) | | | | | | |
| | SECTION II - REV | VIEW AND A | PPROVAL TO ADVE | RTISE | | | | _ |
| | APPRO | OVAL | | | | | | |
| COUNTY OFFICE | YES | NO | SIGNATURI | E | | | | |
| Hear Agapay | Ø | | | | | | | |
| User Agency | | | | | | | | |
| Purchasing | ᆜ | | | | | | | |
| Risk Management | | | | | | | | |
| County Attorney | | | | | | | | |
| SECT | ION III - REVIEW A | ND APPROV | AL TO EXECUTE | | | | 4 | |
| | APPRO | OVAL | | | | | | |
| COUNTY OFFICE | YES | NO | SIGNATURE | r | | | | |
| | | | SIGNATURE | Ľ) | | | | |
| User Agency | V | | Bowers, M | lary | Digitally signed to Date: 2021.05.26 | y Bowers, Ma 3 15:06:31 -04 | ary 4'00' | |
| Purchasing | V | | Darling, S | Steven | Digitally signed Date: 2021.06. | by Darling. | Steven | |
| Risk Management | | | Lairsey, M | Lairsey, Matt Date: 2021.06.14 10:57:29 -04'00' Date: 2021.06.14 10:57:29 -04'00' Digitally signed by Lairsey, Matt Date: 2021.06.11 12:57:50 -04'00' | | | | |
| County Attorney | Ħ | | | | Date: 2021.00 | 11 12.07.00 | 7-04-05 | |
| SECTI | ON IV. CONTRAC | TS MANAG | EMENT DATABASE | CHECKI | er | | | |
| CM DATABASE REQUIRED FIE | | TO IIDINA | LINEIT DATABAGE | CHECKE | 01 | 10 | | 7 |
| Department Information | | | | | | Com | olete √ | - |
| Department | | | | | | 1 | = | 1 |
| Program | | | | | | | | 1 |
| Contact Name | | | | | | | | 1 |
| Cost Center, Fund, and G/L | Account | | | | | 1 | _ | 1 |
| Vendor Information (SAP Ve | endor #) | | | | | 1 | 7 | 1 |
| Contract Status, Title, Type, | and Amount | | | | | | | 1 |
| Storage Location (SAP) | | | | | | Ī | i | 1 |
| Contract Approval Date, Eff | | | | | | | | 1 |
| Contract Absolute End Date | (No Additional Re | enewals/Ext | ensions) | | | | | 1 |
| Material Group | | | | | | | 7 | 1 |
| Contract Documents Uploa | ded in CM databa | ise (Contra | ct Form with County | / Attorne | y/ Risk | 7 | | 1 |
| Management/Purchasing A | Approval; Signed/E | xecuted Co | ontract) | | | ا | | |
| "Right To Audit" Clause Inclu | | | | | | | | 1 |
| Monitored items: Uploaded | to database (Insur | rance, Bond | ds, etc.) | | | | | 1 |



FLORIDA'S SPACE COAST

Kimberty Powell, Clerk to the Board, 400 South Street . P.O. Sox 999, Tibusville, Florida 32781-0999

Telephone: (321) 637-2001 Fax: (321) 264-6972 Kimberly Powell @breverdaterk.ue



April 7, 2021

MEMORANDUM

TO: Jill Hayes, Budget Office Director

RE: Item H.2., Third Quarter Supplemental Budget for Fiscal Year 2020-2021

The Board of County Commissioners, in regular session on April 6, 2021, executed and adopted Resolution No. 21-040, approving the Supplemental Budget for the Third Quarter of Fiscal Year 2020-2021; and approved the Budget Change Requests to implement the necessary adopted changes. Enclosed are fully-executed Resolution and executed Budget Change Requests.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS

RACHEL M. SADOFF, CLERK

Kimberly Powell, Clerk to the Board

/ds

Encls. (a/s)

cc: Finance

RESOLUTION NO. 2021- 040

A RESOLUTION APPROVING A BUDGET SUPPLEMENT FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021, PURSUANT TO CHAPTER 129, FLORIDA STATUTES, AUTHORIZING THE BOARD OF COUNTY COMMISSIONERS TO APPROVE A BUDGET SUPPLEMENT FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Board of County Commissioners of Brevard County, Florida, approved in public hearing on September 22, 2020, an adopted budget and subsequently amended the adopted budget to \$1,552,288,430 for the fiscal year ending September 30, 2021; and

WHEREAS, there is a need to supplement and amend the budget for the fiscal year ending September 30, 2020 until it equals \$1,558,379,283, for balances forward and other sources of funds; and

WHEREAS, there is a need to appropriate this estimated revenue and other financing sources in the aforementioned budget. The following approved budgets as consolidated by fund type are to be supplemented and amended:

| Fund Type | FY 2021 Budget As Adopted and Amended | Supplements | FY 2021 Budget as Supplemented |
|----------------------|---------------------------------------|---------------|-----------------------------------|
| General | \$331,405,213 | \$7,936,959 | \$339,342,172 |
| Transportation Trust | \$120,048,657 | \$5,493,739 | \$125,542,396 |
| Special Revenue | \$656,815,618 | (\$9,328,949) | \$647,486,669 |
| Debt Service | \$28,925,253 | \$605,468 | \$29,530,721 |
| Capital Project | \$3,864,783 | (\$4,599) | \$3,860,184 |
| Enterprise | \$276,624,344 | (\$545,170) | \$276,079,174 |
| Internal Service | \$134,604,562 | \$1,933,405 | \$136,537,967 |
| Totals | \$1,552,288,430 | \$6,090,853 | \$1,558,379,283 |

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, that the budget for the fiscal year ending September 30, 2021, be supplemented and amended by \$6,090,853 increasing the previous budget from \$1,552,288,430 to \$1,558,379,283 as provided by Chapter 129, Florida Statutes, and appropriating such in various funds and accounts as indicated by the Supplement Budget Change entries.

The County Manager (as the County Budget Officer) is directed to execute these changes and to make such adjustments as are necessary to carry out the intent of this resolution.

DONE, ORDERED AND ADOPTED THIS 6th DAY OF APRIL A.D., 2021.

ATTEST:

RITA PRITCHETT, CHAIR

BOARD OF COUNTY COMMISSIONERS

BREVARD COUNTY, FLORIDA

As Approved by the Board on April 6, 2021

Flacal Year 2020-2021 Third Quarter Supplemental Budget Listing of Amendments

| Department | Description | Fund | Fund Type | BCR Number | Yestel |
|--|---|----------------------------------|--|-------------|------------------|
| Central Services Central Services | Fleet Services | 0001 | | 50015217 \$ | Total (178,9) |
| Court Programs | Asset management | 0001 | | 50015146 S | 24,00 |
| Court Programs | State Attorney, Fine & Forfeiture - Judicia | 0012 | | 50015110 8 | 75,19 |
| Court Programs | Judicial Branch, Solicitation Assessment | 1392 | | 50015181 \$ | |
| Court Programs | Judicial Support, Court Related Technological | 1400 | | 60015233 \$ | |
| Emergency Management Office | Judicial Support, State Court Facilities | 1402 | | 50015111 \$ | |
| Emergency Management Office | 800 Mhz Operating | 0031 | | 50015219 S | 151,36 |
| Fire Rescue | 801 Mhz Reconfigure | 1383 | | 50015220 S | (43.97 |
| Fire Rescue | Emergency Medical Services | 1351 | Special Revenue | 50015200 S | 28,01 |
| Fire Rescue | EMS Public Safesy Support | 1365 | | 50015202 \$ | 7,795,44 |
| General Government | Public Safety Internal Support General Fund 0001 | 1360 | 1 | 50015201 S | 483,05 |
| General Government | General Fund 0002 | 0001 | General | 50015235 S | 5,166,29 |
| General Government | Coronavirus Relief Funds (CARES) | 0002 | THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS O | 50015234 \$ | |
| Housing and Human Services | PILT Housing | 1720 | | 50015230 S | (31,990,76 |
| Housing and Human Services | SHIP Trust Fund | 0035 | | 50018095 S | 35,74 |
| Housing and Human Services | HHS Coronavirus Relief Fund | 1490 | | 50015151 \$ | 234,52 |
| Human Resources | Risk Management | 1492 | The state of the s | 50015153 S | 234,63 |
| Human Resources | Employee Benefits | 5050 | | 50015086 \$ | 58,0 |
| Library Services | S Brevard/Micco Library Endowment | 5051 | Internal Service | 50015085 S | 1,875,3 |
| Library Services | Cocoa Library Endowment | 1041 | Special Revenue | 50015189 \$ | 44,19 |
| Library Services | Cocca Reach Library Co. | 1043 | Special Revenue | 50015192 \$ | 36,7 |
| Library Services | Cocoa Beach Library Endowment | 1044 | Special Revenue | 50015193 \$ | (5,2 |
| Library Services | Eau Galile Library Endowment | 1045 | Special Revenue | 50015184 \$ | (5,3) |
| Library Services | W Melbourne Library Endowment | 1048 | Spadal Revenue | 50015195 \$ | (4,2) |
| Library Services | Suntree Library Endowment Library Services | 1053 | Special Revenue | 50015198 S | (3.00 |
| Merritt Island Redevelopment Agency | Library Services | 1070 | Special Revenue | 50015199 \$ | 1,187,03 |
| Mosquito Control | MI Redevelopment Agency | 1510 | Special Revenue | 50015079 \$ | (333,92 |
| Natural Rosources Management | Mosquito Control - Local | 1090 | Special Revenue | 50015209 \$ | 321,81 |
| Natural Resources Management | Natural Resources Management Div | 0004 | General | 50015208 \$ | 232,02 |
| Vatural Resources Management | Beach & Coastal Projects | 0032 | General | 50015210 \$ | 44,39 |
| Vatural Resources Management | Surface Water Improvement Division | 1110 | Special Revenue | 50015207 \$ | 7,56 |
| Vatural Resources Management | Surface Water MSBU Diet 1 | 1111 | Special Revenue | 50015208 \$ | 2,139,88 |
| Valural Resources Management | Surface Water MSBU Dist 2 | 1112 | Special Revenue | 50015205 \$ | 462,07 |
| Vatural Resources Management | Surface Water MSBU Dist 3 | 1113 | Special Revenue | 60016187 S | 105,62 |
| latural Resources Management | Surface Water MSBU Dist 4 | 1114 | Special Revenue | 50015222 S | (797,39 |
| Valural Resources Management | Surface Water MSBU Dist 5 | 1115 | Special Revenue | 50015188 \$ | (49,00 |
| latural Resources Management | SOIRL Sales Tax Rev | 1260 | Special Revenue | 50015100 \$ | (3,661,67 |
| orth Brevard Economic Ovp Zone | SOIRL Sales Tax Rev | 1260 | Special Revenue | 50015159 \$ | 4,887,60 |
| arks and Recreation | North Brevard Economic Zone | 1520 | Special Revenue | 50015168 S | 824,97 |
| arks and Recreation | Parks & Recreation District 4 | 0018 | General | 50015182 \$ | 349,69 |
| arks and Recreation | Wickham Park | 0017 | General | 50015131 \$ | 249,82 |
| arks and Recreation | Manales Hammock Park | | General | 50015137 S | 132,14 |
| arks and Recreation | Long Point Park | 0023 | General | 50015132 S | 60,89 |
| arks and Recreation | Parks & Recreation District 1 | 1010 | Special Revenue | 50015180 \$ | 1,680,60 |
| arks and Recreation | Parks & Recreation District 1 | 1010 | Special Revenue | 50015161 8 | 317,48 |
| arks and Recreation | PSJ/Can Groves MSTU | 1011 | Special Revenue | 50015212 \$ | (21,19 |
| arks and Recreation | Parks Area South Operations | | Special Revenue | 50016133 S | 3,508,65 |
| arks and Recreation | MI Parks Ref MSTU | | Special Revenue | 50015129 S | 13,74 |
| arks and Recreation | Parks & Recreation District 4 | | Special Revenue | 50015130 \$ | 14,24 |
| | EELS Ad Valorem | - | Special Revenue | 50015134 \$ | |
| | Ltd AdVal Tax Bonds 2002 | | Debt Service | 50015140 S | 355,43 172,62 |
| | North Parks Referendum Debt | | Debt Service | 50015139 S | 71,14 |
| The state of the s | Merritt Island Parks Referendum Debt | - Commission | Debt Service | 50015141 S | |
| iks and Recreation | South Parks Referendum Deht | PERSONAL PROPERTY. | Debt Service | 50015142 \$ | 78,01 285,68 |
| iks and Recreation | FBIP - Parks & Rec County Wide | | Capital Projects | 50015143 \$ | |
| We also Locastioti | Mornitt Island & Beaches | | Capital Projects | 50015144 \$ | 113,30 |
| | Limited Ad Valorem 2004 | A Sales Sales Sales Annual Sales | Capital Projects | 50015138 \$ | 34,92 |
| nning and Development | Code Enforcement | - | General | 50015048 \$ | (174,87 |
| nning and Development | Central Cashier Collections | THE OWNER OF THE OWNER OF | General | 50015074 \$ | 43,24 |
| mning and Development | Licensing Regulation & Enforcement | - Commission | General | 50015075 \$ | (5,93 |
| anning and Development | | | General General | | (8,30) |
| nning and Davelopment | ibrary Impact Fee | | Special Revenue | 50015070 \$ | 554,89 |
| nning and Development | Building Code Compliance | Appropriate for the Re- | Special Revenue | 50015058 S | (23,32 |
| ming and Davelopment | ransportation impact Fee Dist 8 | | ransportation Trust | 50015059 \$ | 1,398,30 |
| nning and Development | ransportation Impact Fee Dist 9 | 1208 | Consportation Trust | 50015076 S | 48,85 |
| nning and Davelopment | | | ransportation Trust | 50015055 S | 80,70 |
| nning and Davolopment | | 1211 | ransportation Trust | B0015058 \$ | 1,865,462 |
| nning and Davelopment | | 1212 | ransportation Trust | 50015057 \$ | (141,002 |
| nning and Development F | disantles Feetile (e.) | 1213 | ransportation Trust | 50015081 \$ | (1,749,893 |
| nning and Davalopment | disastina Carmita in a | 1255 8 | Special Revenue | 50015063 \$ | (645,175 |
| | les Deserved in the second second | 1258 8 | pecial Revenue | 50015085 \$ | (4,284,288 |
| | | | | | |

Fiscal Year 2020-2021 Third Quarter Supplement Budget Listing of Amendments

| Department | Description | Fund | | BCR Number | | Total |
|----------------------------|---|------|----------------------|--|----|------------|
| Planning and Dovelopment | Correctional Impact Fees | 1320 | Special Revenue | 50015067 | | (18,081 |
| Planning and Davelopment | Emergency Services Impact Fees ML | 1330 | | 50015088 | | (33,747 |
| Public Safety | Oriver Education Safety Trust | 1370 | | 50015107 | | 58,090 |
| Public Safety | Drug Abuse Trust | 1395 | | 50015108 | | 5,099 |
| Public Safety | Teen Court - Court Costs | 1408 | Special Revenue | 50015109 | | 18,701 |
| Public Works | Facilities Management | 0001 | General | 50015169 | | 812,056 |
| Public Works | Road & Bridge MSTU Dist 1 | 1131 | Transportation Trust | | | 1,046,033 |
| Public Works | Road & Bridge MSTU Dist 2 | 1132 | Transportation Trust | | | 324,511 |
| Public Works | Road & Bridge MSTU Dist 3 | 1133 | Transportation Trust | | | 38,790 |
| Public Works | Road & Bridge MSTU Dist 4 | 1134 | Transportation Trust | | | 764,883 |
| Public Works | Road & Bridge MSTU Dist 5 | 1135 | Transportation Trust | | | 529,314 |
| Public Works | Road & Bridge MSTU Dist 4 MI | 1138 | Transportation Trust | | | 56,681 |
| Public Works | Road & Bridge MSTU-Sches-Dis 4 | 1137 | Transportation Trust | 50015156 | S | 128,659 |
| Public Works | R & B Dist 2 Dredging | 1138 | Transportation Trust | 50015089 | \$ | (114,385) |
| Public Works | West Melbourne - CRA | 1159 | Transportation Trust | | | 204,370 |
| Public Works | LOGT Engineer Projects Mgmt | 1160 | Transportation Trust | 50015047 | 3 | 621,514 |
| Public Works | LOGT Bonds | 1161 | Transportation Trust | 50015060 | \$ | 6,384 |
| Public Works | Pineda Causeway Extension | 1162 | Transportation Trust | 50015127 | 5 | 61,863 |
| Public Works | Sea Ray Bridge Project | 1167 | Transportation Trust | | S | 278,800 |
| Public Works | Sea Ray Bridge Project | 1187 | Transportation Trust | | | 714,597 |
| Public Works | Trensportation Reimbursements | 1168 | Transportation Trus | | | 266,073 |
| Public Works | 5th & 6th Gasoline Tax | 1170 | Transportation Trus | and the contract of the contra | | 741,290 |
| Public Works | County Transportation Trust | 1180 | Transportation Trus | | | (143,803 |
| Public Works | Transportation impact Fee Projects Dist 8 | 1220 | Transportation Trus | 1 Control of the Park of the P | | 20,146 |
| Public Works | Transportation impact Fee Proj S Mainland | 1232 | Transportation Trus | | | 44,917 |
| Shariir's Office | Snenir's Countywide MSTU | 1410 | Special Revenue | 500 15185 | | 2,708,136 |
| Solid Waste Mgmt | Solid Waste Mgmt Debt O & M | 4010 | Enterprise | 50015101 | | 103,602 |
| Solid Waste Mgmt | Solid Waste Mgmt Debt R & R | 4011 | Enterprise | 50015102 | | (819,729 |
| Solid Wasie Mgmt | Solid Waste Impact Fees | 4013 | Enterprise | 50015103 | | 673,579 |
| Solid Waste Mgmt | SWMD Landfill Momt Escrow | 4014 | Enterprise | 50015104 | | (1.777,394 |
| Solid Waste Mgmt | Sold Waste Mgmt Mandatory Collections | 4110 | Enterprise | 50015105 | | 1,171,417 |
| Tourism Development Office | Tourist Development Tax | 1440 | Special Revenue | 50015122 | | |
| Tourism Davelopment Office | TDC -Promotion / Advertising | 1441 | Special Revenue | 50015124 | | 908,581 |
| Tourism Development Office | TDC -Promotion / Advertising | 1441 | Special Revenue | 50015125 | | (232,776 |
| Tourism Development Office | TDC -Promotion / Advertising | 1441 | Special Revenue | 50015123 | | 402,323 |
| Tourism Development Office | TDC - Beach Improvement | 1442 | Special Revenue | 50015120 | | 1,347,520 |
| Tourism Development Office | TDC - Conventions | 1443 | Special Revenue | 50015126 | | 316,833 |
| Fourism Development Office | TDC - Disaster Fund | 1444 | Special Revenue | 50015162 | | 56,314 |
| Tourism Davelopment Office | TDC - Information Centers | 1445 | Special Revenue | 50015164 | | 66,535 |
| | TDC - Cultural / Special Events | 1446 | Special Revenue | 50015165 | | 97,008 |
| Fourism Development Office | 4th Cent Tourist Dev Tax | 1448 | Special Revenue | 50015188 | | 87,000 |
| Fourism Development Office | | | | 50015167 | | 315,514 |
| Fourism Development Office | TDC - 4th Cent Capital Account | 1450 | Special Revenue | 50015089 | | 41,985 |
| Fransit Services | Transit Svcs - Capital Improvements | 4140 | Enterprise | | | |
| JF Ag/Extension | Farmers Market | 0001 | General | 50015106 | 3 | (3,798 |
| Jtility Service | Barefoot Bay Connection Fees | 4252 | Enterpriso | 50015214 | | |
| /alkarla Airport | Valkeria Airport | 0020 | General | 50015114 | | 178,187 |
| /alkaria Airport | Valkarla Airport Hangers | 3050 | Capital Projects | 50015118 | | 21,845 |
| | | | 1 | | 8 | 6,090,853 |

Paga 2 of 2 155



Fund: 1019-Parks South Area Operations

Department: Parks and Recreation Department

Date: 4/15/2021

Program: SOU

SOUTH AREA PARK OPERATIONS

Type of Request:

Supplement

Revenue Change:

Expenditure Change:

Balance Forward Operating

\$373,092 Operating Expenses

\$225,092

Balance Forward Restricted

\$3,133,559 Capital Outlay

\$148,000

CIP

\$3,133,559

Total:

\$3,506,651

Total:

\$3,506,651

Justification:

Balance Forward for the South Area Parks Operating fund was projected at \$3,410,035 during budget development of the FY 2020-2021budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual BF is \$6,916,686 which is an increase in BF of \$3,506,651. This increase is a result of FEMA funding, transfer of expenses to the CARES Fund, staffing vacancies and unexpended construction projects in FY 2019-2020. This budget request appropriates additional BF to the following projects: Persons with Disabilities Building, \$1,200,000; replacement of 6 beach crossovers, \$916,559 and repair of 6 beach crossovers, \$517,000; South Beach Community Center playground shade structure, \$100,000; Long Point fishing pier, \$320,000; and Wickham Park playground equipment, \$80,000. BF will also be allocated to purchase the following capital equipment: solar powered signs, mobile stage, backhoe attachment, club carts and utility vehicles in the amount of \$268,000. A dump body truck was ordered in FY19-20 and carried forward because delivery in FY19-20 was questionable. However, the truck was delivered in FY19-20 and the \$120,000 is beingallocated to operating expenses along with the remaining BF for; goals, chairs and facility

Alternative:

If this budget change is not approved, the balance forward cannot be recognized and the balance forward funds will be understated.

SAP Document Number:

50015133

Approval:

LXWOJCIECHOW MEDONNER CLROLLYSON JJHAYES JPLIESENFELT PDWALLACE Approved Approved Approved Approved

03/11/2021 03/11/2021 03/12/2021

Approved Approved Approved 03/12/2021 03/23/2021 04/07/2021

APPROVED IN REGULAR SESSION BOARD OF COUNTY COMMISSIONERS

THIS___ DAY OF ______20__

Rachel Sadoff, Clerk

BY:_____ D.C.

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

THIS AGREEMENT made the <u>Pi</u> day of <u>June</u> in the year Two Thousand Twenty One between the **BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940 (hereinafter referred to as "County"), and <u>RUSH Construction, Inc.</u> (hereinafter referred to as "Construction Manager"), 6285 Riverfront Center Boulevard, Titusville, FL, 32780, a company licensed to do business in the State of Florida.

ARTICLE 1

THE CONSTRUCTION TEAM AND EXTENT OF AGREEMENT

The Construction Manager accepts the relationship of trust and confidence established between him and the =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. The Construction Manager agrees to furnish efficient business administration and superintendence and use its best efforts to complete the Project in the best and soundest way, and in the most expeditious and economical manner consistent with the interest of the 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 <u>Scope of Work</u> A general description of the Work/Project to be built/constructed/installed under this Agreement (**Attachment "B"**).
- 1.3 Definitions:

<u>Project</u> - 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, Central Services

Department - Facilities, 2725 Judge Fran Jamieson Way, Building A, 2nd Floor, Viera, Florida 32940, (321) 633-2050; facsimile (321) 633-2101. For the purposes of this 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 GMP, 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, whether or not any of the foregoing listed documents have been attached hereto.

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

Construction Manager - RUSH Construction, Inc.

Architect/Engineer - Construction Engineering Group, Inc.

<u>Project Director</u> - 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.

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

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

<u>Guaranteed Maximum Price (GMP)</u> - The Guaranteed Maximum Price for the construction of the project, which shall be subject to adjustments only as provided herein. GMP includes Cost of the Work and Construction Manager's fee for Construction Phase services. The Guaranteed Maximum Price does include the cost for 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.

<u>Substantial Completion</u> - the point in the construction where all essential elements of the Project are sufficiently complete in conformance with the Contract, 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 GMP is based; shall acknowledge on the face of each document of each set that it is the set upon which he based his GMP; and shall send one (1) set of the documents to the Project Director along with his GMP proposal, while keeping one (1) set for himself and returning one (1) set to the Architect/Engineer.

This Agreement shall not be superseded by any provisions of the documents for construction and may be amended <u>only by written instrument signed by both County and Construction Manager</u>.

ARTICLE 2

CONSTRUCTION MANAGER'S RESPONSIBILITIES

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

2.1 PRE-CONSTRUCTION PHASE

- 2.1.1 <u>Preliminary Evaluation</u> Construction Manager shall provide a preliminary evaluation of County's program and Project budget requirements, each in terms of the other.
- 2.1.2 <u>Consultation</u> Construction Manager will provide Design Disciplines Construction Documents Plans and Specifications review at all design milestones and a final constructability review. The review at each milestone will identify areas of omission, overlapping and identify documents to be modified in order to clarify the construction details. The review will also include the coordination and interface of the contract document's General Conditions, Special Conditions,

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

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

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 County, Architect and Construction Manager. The Construction Manager shall provide current scheduling information and provide direction and coordination regarding milestones, beginning and finishing dates, responsibilities for performance and the relationships of the Construction Manager's work to the work of his subcontractors and suppliers to enable them to perform their respective tasks so that the development of construction progresses in a smooth and efficient manner in conformance with the overall Total Project Schedule. The schedule shall include all phases of construction work, material supplies, long lead procurement, approval of shop drawings, change orders in progress, schedules for change orders, and performance of testing requirements. The Construction Manager shall advise the 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 <u>Subcontractors and Suppliers</u> Construction Manager shall continue to develop subcontractor interest in the Project and shall furnish to County and Architect for their information a list of possible subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Project. 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. It is not Construction Manager's responsibility to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if Construction Manager recognizes that portions of the Drawings and Specifications are at variance therewith, Construction Manager shall promptly notify County and Architect in writing.
- 2.1.7 Equal Employment Opportunity and Affirmative Action Construction Manager shall comply with applicable laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs.
- 2.1.8 Separate Contracts Planning The Construction Manager shall review the design

with the Architect/Engineer and make recommendations to the 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.
- (b) 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 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 <u>Bonds</u> 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 forms furnished by the County (Attachment "G" and "H"), certified copies of the recorded 100% Public Construction Performance Bond and 100% Public Construction Payment Bond each in an amount not less than the total construction cost (GMP) as defined in Article 9 and inclusive of the construction fee. Payment and Performance Bonds shall be recorded (by the Construction Manager) in the official record of the County in which the project is located. The Contractor must provide a copy of the bond(s) to all subcontractors and notify them of deadlines to make claims under

the bonds.

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 (GMP) and Contract Time

- 2.3.1 Construction Manager acknowledges and agrees the Drawings and Specifications are sufficiently complete for Construction Manager to propose a Guaranteed Maximum Price (GMP), which is the total not to exceed sum of the Construction Manager's Fee and the Cost of the Project. Accordingly, the Guaranteed Maximum Price (GMP) is hereby established at \$1,101,534.00. The final approved GMP 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 Manager's use to cover costs arising from unforeseen conditions in the project. Construction Manager's contingency is hereby established as follows and included within the Guaranteed Maximum Price:

 Howard Futch Northernmost \$2,000; South Spessard Northernmost \$\$9,036.00; South Spessard Middle \$9,652.00; Sea Pearl Condo \$9,709.00; Double Tree Hotel \$10,332.00; N. Spessard Northernmost \$2,000; Chris' Break \$12,025.00; Silver Palm \$7,306; H. Futch S. of Main Pav \$2,000; River Drive \$2,000; S. Spessard Southernmost \$2,000; Howard Futch Main Ramped \$2,000.

2.3.3 Basis of Guaranteed Maximum Price (GMP)

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

- .1 The list of the Drawings and Specifications, including all addenda thereto, and the Conditions of the Contract, which are identified in the Attachments to this Agreement.
- .2 The list of clarifications and assumptions made by Construction Manager in the preparation of its Guaranteed Maximum Price proposal to

supplement the information contained in the Drawings and Specifications.

- .3 The Preliminary Construction Schedule (Attachment "E").
- 2.3.4 Included within the Guaranteed Maximum Price is the Construction Manager's fee. The Construction Manager's Fee is hereby established as \$104,508.00 (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. The Construction Manager's Fee shall constitute Construction Manager's total compensation for profit. All costs in excess of the final approved GMP (as reduced by County direct purchases, if any, in accordance with Attachment "C") are the responsibility of the Construction Manager. Any savings between the GMP (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 and date of Substantial Completion shall be subject to additions and deductions by a Change Order as provided in the Contract Documents.
- 2.3.7 The Guaranteed Maximum Price shall include in the Cost of the Project only those taxes which are enacted and in effect at the time the GMP was determined.

2.4 Construction Phase

2.4.1 General

- 2.4.1.1 The Construction Phase shall commence on the date identified in the Notice to Proceed to be issued by the County.
- 2.4.1.2 The Construction Manager shall cause all Work required by the Contract Documents to be properly completed in accordance with the terms of the Contract Documents and within the Contract Time.
- 2.4.1.3 Construction Manager's Staff The Construction Manager shall maintain sufficient off-site support staff, and competent full-time staff at the Project site authorized to act on behalf of the Construction Manager and to coordinate, inspect and provide general direction of the work and progress of the subcontractors, and the Construction Manager shall provide no less than those personnel during the respective phases of construction. The Construction Manager shall not change any of those designated persons

unless mutually agreed to by the 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.

- 2.4.1.3.1 The Construction Manager shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the work. The superintendent shall represent the Construction Manager and all communications given to the superintendent shall be as binding as if given to the Construction Manager.
- 2.4.1.3.2 The superintendent shall be in attendance at the Project site not less than eight (8) hours per day, five (5) days per week, and any time work is being performed at the jobsite, unless the job is closed down due to a general strike or conditions beyond the control of the Construction Manager or until completion or termination of the Contract. It is understood that such superintendent shall be acceptable to the 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.
- 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

2.4.2.1 Those portions of the Project that Construction Manager does not customarily perform with Construction Manager's own personnel shall be performed under subcontracts or by other appropriate written agreements with Construction Manager. Construction Manager shall obtain bids from subcontractors and from suppliers of materials or equipment fabricated to a special design for the Project from the list previously reviewed and, after analyzing such bids, shall deliver such bids to the County and Architect for review and comment. Based upon that review and comment, Construction Manager shall then determine, subject to the reasonable objection of Architect or 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.

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

prior written consent of County.

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

- 2.4.2.4 Promptly after 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.
- 2.4.2.5 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 <u>Professional Services</u> 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.
- 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 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 Florida Statute 255.40, the County will require that the

Contractor certify (at project completion) that to the best of his/her knowledge and ability no asbestos-containing materials and/or supplies have been purchased and/or installed on this Project.

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

2.7 <u>Weather Protection</u> - 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:
 - 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 <u>Job Site Administration</u> 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) <u>Job Meetings</u> - 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) <u>Material and Equipment Expediting</u> 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) <u>Document Interpretation</u> 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) <u>Substantial Completion</u> 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 its 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) <u>Start-Up</u> 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, <u>in triplicate</u>, 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 <u>County's Information</u> The County shall provide full information regarding County's requirements for the Project.
- 3.2 <u>County's Representative/Project Director</u> 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 <u>Legal Services</u> 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 <u>Drawings and Specifications</u> 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 <u>Project Fault or Defects</u> 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 <u>Funding</u> 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 <u>Lines of Communication</u> 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 <u>Lines of Authority</u> 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 <u>Permitting & Code Inspections</u> 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 <u>Permits, Fees and Notices</u> - 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 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 GMP, the Construction Manager shall promptly notify the Architect 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 <u>Definition</u> 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 <u>Bids/Proposals</u> 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 <u>after</u> 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 <u>Subcontractual Relations</u> By an appropriate written agreement, the Construction Manager shall require each Subcontractor to the extent of the work to be performed by the Subcontractor, to be bound to the Construction Manager

by the terms of the Contract Documents, and to assume toward the Construction Manager all the obligations and responsibilities which the Construction Manager by this Agreement, assumes toward the 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
 That the Subcontractor's exclusive remedy for delays in the performance
 of the contract caused by events beyond its control, including delays
 claimed to be caused by the 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 <u>Subcontractor's</u> claim for adjustments in the contract sum are limited exclusively to its actual cost for such change, plus, no more than five percent (5%) for profit, and five percent (5%) for overhead.

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

b. Each subcontract shall require that any claims by Subcontractor for

delays or additional cost must be submitted to Construction Manager within the time and in the manner in which the Construction Manager must submit such claims to the County, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

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

6.1 At the time a Guaranteed Maximum Price (GMP) is established, as provided for in Article 7, a Project Substantial Completion Date, a Project Final Completion Date and an 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 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.

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

- The Construction Manager will establish and submit in writing a Guaranteed Maximum Price 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 Guaranteed Maximum Price 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 GMP, as adjusted up or down in accordance with the terms of this agreement, are the responsibility of the Construction Manager. Any savings between the GMP, as adjusted, and the sum of the actual cost of the Project plus the Construction Manager's fees, will be returned to the County. The GMP includes all taxes in the Cost of the Project which were legally enacted and in effect at the time the GMP was established.
- 7.2 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 project contingency. 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 GMP will be set aside for contingency. Construction contingency funds will be used for the purpose of defraying the expenses due to unforeseen circumstances relating to construction. The Construction Manager will be required to furnish documentation evidencing expenditures charged to this contingency prior to the release of funds by the County. Documentation for use of the Contingency shall be determined by the Construction Team. The

Architect/County shall verify and approve the actual costs.

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

ARTICLE 8

CONSTRUCTION MANAGER'S FEE

- 8.1 In consideration of the performance of the contract, the County agrees to pay the Construction Manager as compensation for his services fees as set forth in Subparagraphs 8.1.2 and 8.1.3. subject to the retainage specified in 8.1.1 below.
- 8.1.1 Construction Phase Fee Prior to commencement of the Construction Phase, the 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.
 - (1) Adjustments in Fee For changes in the Project as provided in Article 10, the Construction Phase fee shall be adjusted as follows:
 - (a) The Construction Manager shall be paid an additional fee subject to negotiation if the Construction Manager is placed in charge of reconstruction of an insured or uninsured loss excluding any condition that may have been caused from negligent acts by the Construction Manager, subcontractors or others for whose acts the Construction Manager is responsible.
 - (2) Costs and Expenses Included in Construction Manager's Construction Phase Fee The following are included in the Construction Manager's fee

for services during the Construction Phase and are included in the GMP (See **Attachment** "L" for Allowable Costs, Overhead associated with the Construction Manager's Construction Phase Fee referenced in Article 8):

- (a) Corporate costs including expenses and overhead and profit related to this project by the Construction Manager's principal and branch offices.
- (b) Costs of all data processing, accounting, purchasing and associated staff which is performed at the home office.
- (c) General operating expenses incurred in the management and supervision of the project, except as expressly included in Article 9.
- (d) Salaries or other compensation of the Construction Manager's employees at his principal and branch offices.
- (e) Those services set forth in Paragraph 2.1, 2.2, 2.3 and 2.4; except as expressly included in Article 9.
- (f) Relocation expenses for Construction Manager's personnel.
- (g) Costs of all project estimating, safety, scheduling and accounting staff.
- The Construction Manager will establish and submit in writing to the County for his 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 <u>Definition</u> - 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 <u>Direct Cost Items</u> (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 <u>above and beyond the minimum</u> 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 GMP breakdown where it is deemed advantageous due to schedule or economic benefit for the direct cost of the work.
- (6) Legal costs reasonably and properly resulting from prosecution of the Project for the 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 GMP, 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 GMP and Scheduled Completion Date will be adjusted (either increased or decreased) by the actual Costs of the Work and schedule impact of the item. With respect to increases and decreases to the amount of an allowance item, Construction Manager shall be entitled to the Construction Manager's fee, subject to the limits set forth in Article 8, on the adjusted amount of such allowance, and the GMP shall be adjusted by reason thereof, by Change Order. Allowances must be agreed to by both parties. Allowances included within the GMP constitute approval of said allowances at the time the Guaranteed Maximum Price is approved.

9.4 Public Records Law and Audit Requirements

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

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

Records, documents, books and accounts ordinarily and necessarily required for the performance of this Contract shall be kept, maintained and open to inspection by the 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 Florida Statute Chapter 119 or as otherwise provided by law (see also County Administrative Order, AO-47).

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

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

The Construction Manager shall meet all requirements for retaining public records and shall transfer, at no cost, to the County/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/County in a format that is compatible with the information technology systems of the County/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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'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, FI 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 GMP, and/or the Construction Completion Date. All changes in the Project GMP or Construction Completion Date not covered by an authorized contingency, as described in Article 7.3 must be authorized by a written Change Order or Construction Change Directive,

and signed by the County, Architect and Construction Manager before the change is implemented. It shall be the County's discretion as to whether each change order requires the A/E signature. Maximum allowable mark-up on any change order is 5% Profit, 5% Overhead, and a 2% Bond.

- A Construction Change Directive is a change directive signed by the 10.1.1 Project Director and the County Manager directing an addition, deletion, or revision in the scope of work and/or schedule. The Construction Change Directive is necessary when no Agreement exists among the Architect/Engineer of record, Brevard County and the Construction Manager on the dollar amount of a necessary change in the scope of work and/or an extension of time to the construction contract. The Construction Change Directive is used (1) when an unsafe, hazardous or other similar condition exists, (2) when failure to achieve prompt resolution of the change will result in a demobilization of the Construction Manager, its subcontractors and/or agents, (3) when failure to achieve prompt resolution will result in additional cost, and/or a significant delay in completing the project. A Construction Change Directive does not change the contract price or the contract time, but is evidence that the parties expect that the change will be incorporated in a subsequently issued Change Order or be covered by an authorized contingency.
- A Change Order is a written order to the Construction Manager signed by the County, Architect, and Construction Manager, issued after the execution of this Agreement, authorizing a change in the Project and/or an adjustment in the construction authorization, the Construction Manager's fee, or the Construction Completion date. Each adjustment in the GMP resulting from a change order shall be documented clearly to separate the amount attributable to the cost of the change in the Project from the original cost of the Project.
- 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 Clause 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 GMP and schedule be increased or decreased accordingly. No claim under this Article may be made unless notice, as herein provided, is given prior to Work being performed. No equitable adjustment shall be permitted if this notice provision is not complied with.

Within ten (10) calendar days of submitting its Notice, the Construction Manager shall submit to the 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.

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 A/E signature.

- 10.2 Claims for Additional Cost or Time
 All claims for additional cost or time shall be made by request for a change order submitted as provided in Article 16.
- 10.2.1 If the Construction Manager is delayed at any time in the progress of the work by any act or neglect of the County or the Architect 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.

10.2.2

All change orders must indicate that the Contract Time for Completion is not changed or is either increased or decreased by a specific number of days. The previous Time for Completion and, if there is one, the new Time for Completion must be stated. The Construction Manager must provide written justification for an extension of the Time for Completion to the Architect/Engineer and to the 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 A/E signature. All changes or realignments of work performed within the Guaranteed Maximum Price will not include overhead, profit or General Condition additional costs, since costs are

absorbed within the Guaranteed Maximum Price (GMP).

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

ARTICLE 11

DISCOUNTS

11.1 All discounts for prompt payment shall accrue to the 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 <u>Monthly Statements</u> 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. <u>255.05</u>, Florida Statutes or otherwise the subject of a claim or demand by the COUNTY.

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

If the 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.

- 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-Builts 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

Indemnification - The Construction Manager agrees to indemnify and hold 13.1 (1) 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 acknowledges specific Manager agreement. The Construction consideration has been received for this hold harmless/indemnification provision.

(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.

<u>Loss Deductible Clause</u> - 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.
 - 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. <u>Commercial General Liability</u> 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:
 - "XCU" (Explosion, Collapse, Underground Damage) The Construction Manager's Liability Policy shall provide "XCU"

coverage.

- 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. <u>Contractual Liability Work Contracts</u> 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. <u>Automobile Liability</u> Including bodily injury, property damage liability for all vehicles owned, hired, leased and non-owned with limits of not less than \$1,000,000.00 combined single limit, per accident.
- d. Performance and Payment Bonds With limits of not less than 100% of the total construction cost of this project. Payment and Performance Bond shall be recorded in the official record of the County in which the project is located. These bonds shall remain in effect at least until one (1) year after the date when the final payment is approved. Any bonding company submitting a Bid Bond, Performance Bond or Payment Bond to Brevard County must be licensed to transact a fidelity and surety business in the State of Florida, and hold a Certificate of Authority from the Secretary of the Treasury under Act of Congress, approved by July 30, 1947 (U.S.C. 613), and approved by Brevard County. Acceptable surety companies shall be licensed to do business in Florida and shall have an A.M. Best Rating of "A-" and financial size V or higher.
- e. <u>Builder's Risk Coverage</u> 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) <u>Certificate of Insurance</u> - The County shall be furnished proof of coverage of Insurance as follows:

Certificate(s) of Insurance will be furnished to the County within <u>five (5)</u> 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

- 13.3.1 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 Subsubcontractors.
- 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 subsubcontractors.
- 13.3.3 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.

13.3.4 If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the 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 <u>Termination by the Construction Manager</u> 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 GMP, 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 a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials and fails to maintain an established schedule (failure to maintain schedule shall be defined as any activity on the critical path that falls forty-five (45) days or more behind schedule) which has been adopted by the Construction Team, or if he fails to make prompt payment to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances,

regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Agreement, then the 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. 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).

Termination by County for Convenience

- If the County terminates this Agreement other than pursuant to Article 14.2(2) or Article 14.3(2), he shall reimburse the Construction Manager for (1) any unpaid cost of the Project due him under Article 9, plus that part of the unpaid balance of the Construction Phase Fee in an amount as will increase the payment on account of his fee to a sum which bears the same ratio to the Construction Phase Fee as the Cost of the Project at the time of termination bears to the Guaranteed Maximum Price, if established, otherwise to the 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.
- After the establishment of the Guaranteed Maximum Price or at the completion of the Construction Phase, if the final cost estimates or lack of (2)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.
- Any termination by County, for cause, which is later determined to be invalid shall be considered a termination by County for convenience. (3)

Termination for Prohibition Against Contracting with Scrutinized Companies 14.4

The Construction Manager certifies that it and its subcontractors are not (1)

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 § 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, involve extra Work not covered by the Contract and not discoverable with a review of the plans and specifications, then, except in emergencies endangering life or property, Construction Manager shall give the Architect/Engineer and the County written notice thereof before proceeding to execute the Work. Said notice shall be given promptly enough to avoid delaying the Work and in no instance later than twenty (20) calendar days after the receipt of such instructions.

The Construction Manager must submit a Notice of Claim to the County

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

(c) Within ten (10) days of submitting its Notice of Claim, the Construction Manager shall submit to the 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.

- 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 GMP, the Construction Manager's claim for adjustment in contract sum are limited exclusively to its actual costs for such changes, including costs involved in claim preparation, plus five percent (5%) overhead, five percent (5%) profit and a two percent (2%) bond in the General Conditions. The Construction Manager expressly agrees that the foregoing constitute its sole and exclusive remedies for delays and changes in such work, and eliminate any other remedies for claim for increase in the contract price, delays, changes in the work, damages, losses or additional compensation.
- 16.4 In the event of any dispute over a proposed change order or any other matter arising out of the implementation or interpretation of this contract the following dispute resolution process shall apply.
 - (a) Within three (3) days after denial of a contractor's change order or contract modification request in an amount, individually or in total, less than the authorized purchasing level approved for the County Manager by

the County Commission (currently at \$100,000) the contractor may submit to the County Manager or a designee with experience in the oversight of construction projects for a department or business other than the department responsible monitoring for the disputed 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 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 <u>Interest</u> 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.

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 <u>Minority Participation</u> 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.
- Minority Employment Information The Board of County Commissioners requires construction contracts, who would otherwise be required to file and EEO Form 1 Report under Federal Law (currently Federal law requires filing for employers with more than 15 employees), to submit an EEO Form 1 Report with the submission of their GMP. This requirement extends to any subcontractors who are required to submit the EEO Form 1 Report (over 15 employees) under Federal law. Failure to submit an EEO Form 1 Report with your GMP will be reason to declare your proposal "non-responsive" to the proposal requirements. However, the information will be used for statistical purposes only and will not be used in any way as a basis to award a contract. See Attachment "P".
- 18.6 Public Entity Crime Affidavit attached as Attachment "P".
- 18.7 Non-Collusion Affidavit of Prime Bidder attached as Attachment "Q".
- 18.8 Copyright Clause No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the 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)
 - (a) The Construction Manager:
 - (1) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Construction Manager during the term of this Agreement; and
 - (2) shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement; and
 - (3) agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the 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.

- (b) Compliance with the terms of this section is made an express condition of this Contract and the County may treat a failure to comply as a material breach of this Agreement.
- (c) A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E verify program, the contractor hires or employs a person who is not eligible for employment.
- (d) Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

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| BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA |
| Rita Pritchett, Chair Date Brevard County Commission |
| As Approved By the Board on: 04/c4/21 |
| RUSH Construction, Inc. BY: Construction Manager William Chivers, President & CEO |
| |
| pefore me by means of physical presence or 2021 by william Chivers of corporation, on behalf of to me or has produced as |
| otary Public Sources Aug Leans 5 |
| |

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

Williams Chivers President Vice President/Principal-In-Charge Al Forbes Vice President of Operations Mike Lapinski Mike Lapinski Project Manager Project Administrator Karyn Baker **Project Superintendent** Steven Keefer Estimator/Cost Control Conrad Wilson Schedules Justin Grantham

ATTACHMENT "B"

PROJECT SCOPE OF WORK

Scope of Work:

- The scope for each crossover based on the Brevard County Repair vs.
 Replacement spread sheet attached along with RUSH generated scope sheets with dimensions.
- Replacement of existing beach crossovers final scope is to be determined by permit drawings currently in design. ROM's are provided
- Repair of existing beach crossovers final scope is based upon RUSH scope sheets AND basis of design from CEG drawings attached. The scope shown on the CEG repair drawings shall only extend to sands edge due to Turtle Season. The work limits and dimensions are indicated on the RUSH scope sheets.
- Work shall be performed during normal working hours, Monday through Friday; unless pre-approved by the County.
- The costs for each crossover shall be individually tracked as if it were a single project.
- Full time RUSH supervision is required during all work activities on site.
- Removal of all debris generated by Rush Construction activity is included.
- Builders Risk, General Liability Insurance, and Performance & Payment Bond are included.
- Permitting allowances are included for all replacement crossovers. No permits
 are required for the repairs.

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.

<u>Definitions</u>: For the purpose of these Procedures, the following words have the following definitions.

- a) <u>Contract</u>: Construction Management Agreement by and between Construction Manager and Brevard County Board of County Commissioners, Viera, Florida for the South Beach Crossover Replacements and South Beach Crossover Repairs.
- b) <u>County Purchased Materials</u>: Materials purchased directly by the County through execution and delivery of a Purchase Order.
- c) <u>GMP</u> Guaranteed Maximum Price established under the Contract.
- d) Materials: Tangible Personal Property necessary for completion of the Project.
- e) <u>Materials Deduction Summary</u>: 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 GMP.
- f) County: See Definition in Article I, section 1.3.
- g) <u>County's Representative</u>: 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) <u>Material Requisition</u>: 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 GMP, 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;
- Manufacturer or brand, model or specification number of the item;
- Quantity needed as estimated by Manager;
- 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 Manager shall deliver the Purchase Order to the subcontractor. The Purchase Order shall require (1) that the supplier provide the required shipping, (2) that the supplier provide the required shipping and handling insurance, and (3) delivery of the County Purchased Materials on the delivery dates provided by the Manager in the Material Requisition.

The Manager shall be fully responsible for all matters relating to the receipt of County Purchased Materials under these Procedures, including, but not limited to, preparation of shop drawings and submittals, verifying correct quantities, verifying documents of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss or damage to equipment and materials due to the negligence of the Manager. The Manager shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Manager for the Materials furnished. The Manager shall provide all services required for the unloading, handling and storage of Materials through installation. The Manager agrees to indemnify and hold the County harmless from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions of Manager.

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

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

On a bi-weekly basis, Manager shall be required to review invoices submitted by all suppliers of County Purchased Materials delivered to the Project Site during that month and either concur or object to the County's issuance of payment to the suppliers, based on Manager's records of materials delivered to the site. In order to arrange for the prompt payment to the supplier, the Manager shall provide to the 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 GMP. The 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 Manager shall execute and deliver to the County at the end of each month along with the Manager's regular pay requests, a Materials Deduction Summary setting forth the full value of all County Purchased Materials, plus all taxes which would have been payable on the purchase of the Materials had they not been County purchased. The Materials Deduction Summary shall show all sums to be deducted by an appropriate deductive change order, and ultimately the GMP, to date. The Board of County Commissioners, or their authorized representative, shall be the approving authority for the County on the Materials Deduction Summary for County Purchased Materials.

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

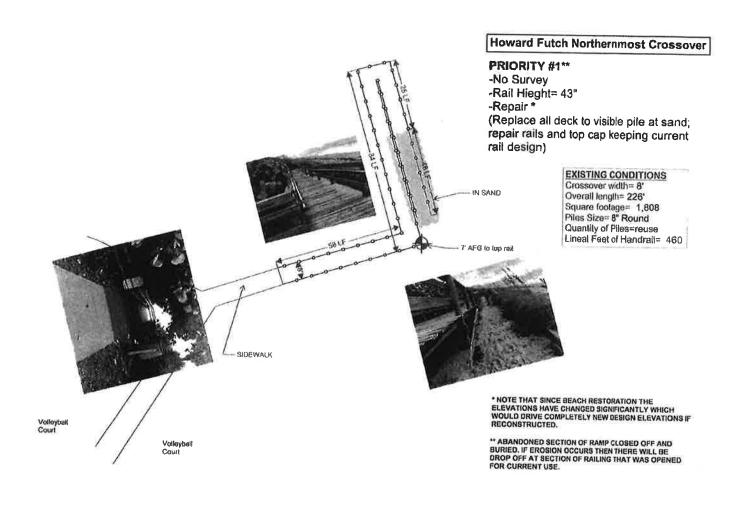
Notwithstanding the delivery of County Purchased Materials to the Project Site for the Manager's inspection, custody and incorporation into the Work, the County shall retain legal and equitable title to any and all County Purchased Materials. The transfer of possession of County Purchased Materials from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





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LOCATION MAP

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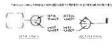




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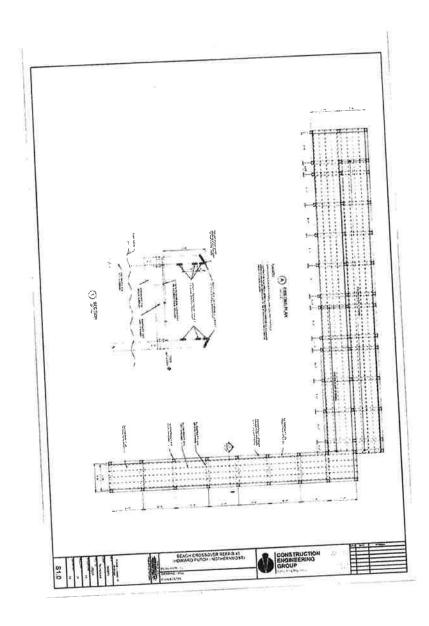
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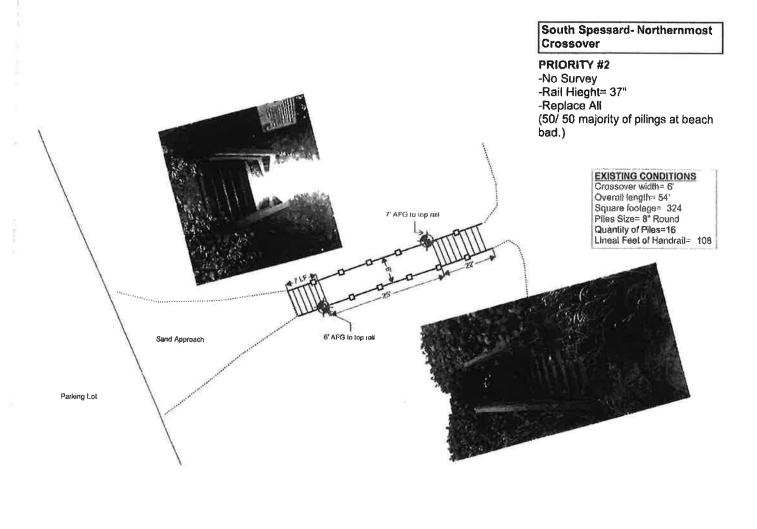
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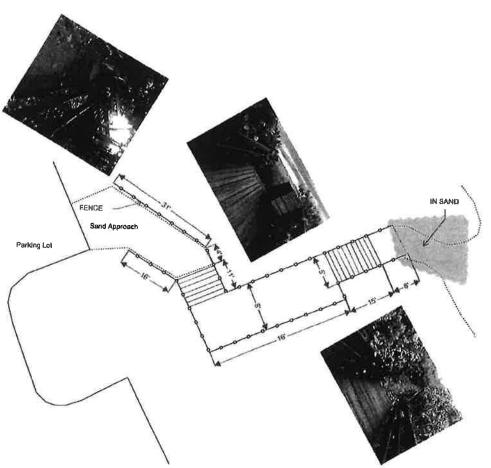
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South Spessard- Middle Crossover

- PRIORITY #3
 -No Survey
 -Rail Hieght= ??"
 -Replace All

EXISTING CONDITIONS
Crossover width= 8' & 5'
Overall length= 50'
Square footage= 331
Piles Size= 8" & 6" Round
Quantity of Piles= 18
Lineal Feet of Handrail= 155

PROJECT: South Brevized - CROSSOVERS
Location Brevized - CROSSOVERS
Berrard County, FL
EST. No. B21-37

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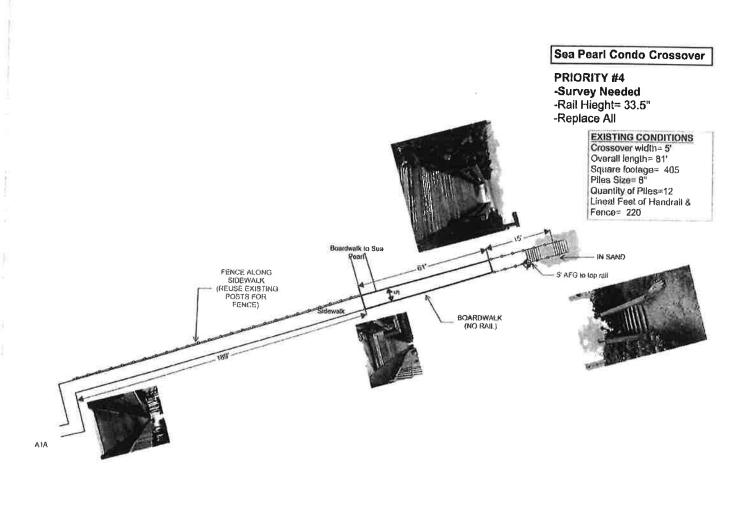
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PROJECT: South Breverd-CROSSOVERS
Location: Breverd County, FL
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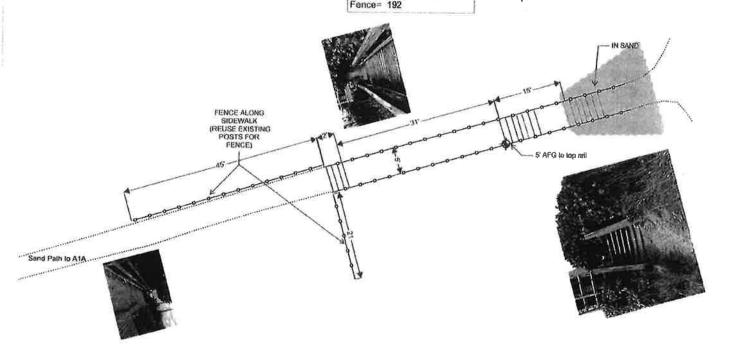
San Penel Courle FOYAL \$84,616.85



EXISTING CONDITIONS
Crossover width= 5'
Overall length= 63' +/Square footage= 315
Piles Size= 8"
Quantity of Piles= 22
Lineal Feet of Handrail &
Fence= 192

Double Tree Crossover

- PRIORITY #5
 -Survey Needed
 -Rail Hieght= ??"
 -Replace All



PROJECT: South Breyard - CROSSOVERS
Location Brevard County, FL
EST, NO. 821-37

REPLACEMENT

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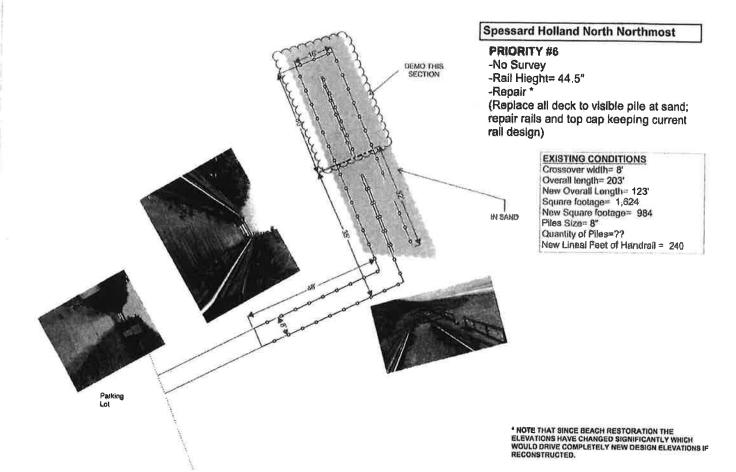
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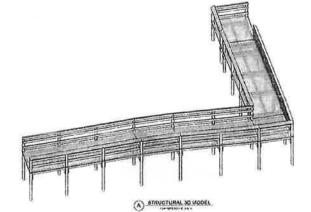
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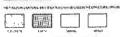


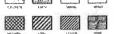
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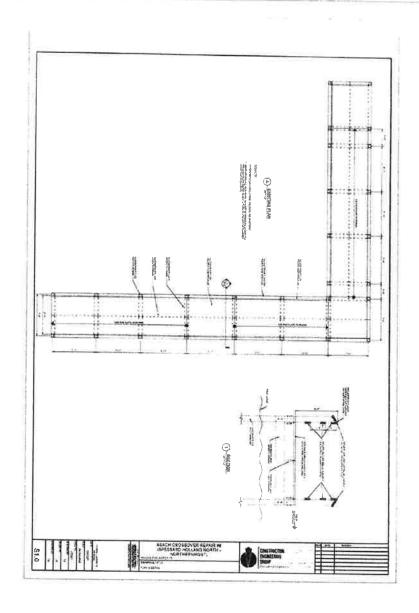




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PROJECT: South Emitted - CROSSOVERS
Location Stocked County, FL
EST, NO. 921-37

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| Lois Jis Mark | Feets Getentions | 9 | | | | | | | | | | |
| LINEHEMM | | COLUMN TO THE PARTY OF THE PART | - 7/115 | | | | | | | | | |
| \$53.62 | Ruts Top & Mid (Or, is line used) Besidness | ASSESSED MANAGEMENTS | 17,845 30A 57,845 | -, | | | _ | | | _ | | |
| \$10.16 \$18.00 | otcour oray | 0 | 0 | 7 | | | | _ | | | | |
| \$1,725.40 | Posits Griden/Joses & Decorp | NA NA | 9 | | | | | | | | | |
| NOS MARCI | CHOSSOVERASPLACEURIS FAS | NA. | | | | | | | | | | |
| .,,,,,, | AND SHEET SHEET | Water Court of the | (1,691 | ř | | | | | | | | |
| 110 // 110 00 | DECKNO OWA OTHO | 9 | 4160 | | | | | | | | | |
| N ABOVE | Decking and Gefore/John | NA 0 | - ; | 3 | | | | | | | | |
| \$15.43 | Demot/Sant Removal (Fwh) | 610 | 10,151 | 7 | | | | | | | | |
| COOP COOP | Sebcontractor WobilityCon | CHARLES AND | 10,544 | M,SHI | KORO | MO 6/O | | | | | | |
| CEL | EURVEY AS BUILTS IN GENERAL CONDITCHS | l war | 11001 | | | | | | | | | |
| SACAMIDA CO | GENERAL CONDITIONS "H" | ENTREMERSONAL | 14,004 | | | | | | | -01-00 | - | |
| 11000 | ALLOWANCE OVERHEAD L | TANK TANK TENET | 1917 | | | | | | | | | |

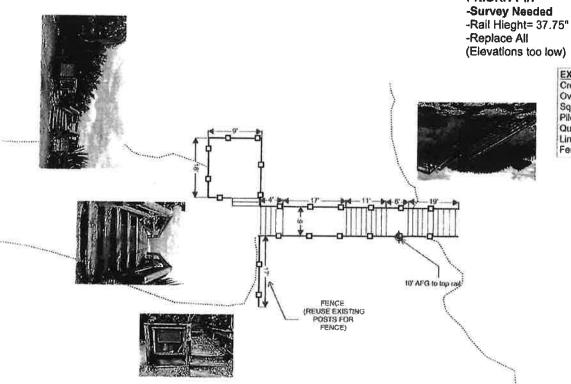
North Sport and Horiburismos (107AL 159,100.00.

8. 48.4716 Total AL from Sur Fotal 9L from Businessry
Total ADD ALT

\$ Alternate for his facility AZEN Heavest
\$ 18.47% Total 56 New Bire York 16 from Summery
\$ Total ADO ALT

Estal-H-from-Bernmany

61046P



Chris' Break-5115 A1A Crossover

PRIORITY #7

EXISTING CONDITIONS
Crossover width= 6'
Overall length= 57'
Square footage= 494
Piles Size= 8"
Quantity of Piles= 26
Lineal Feet of Handrail &
Fence= 185

PROJECT fouth Breated Chossovens Location greated County, A 881-37

TAB Cit's Break

BIDS DUE \$/20/2021 TUNE 3 00 F M

| EST. NO. | B21-37 TAB Girls Break | AEPLAGEMENT | Boardwalf Pavillion | | 494 | LF LF | . 57 . 149 | Overall Length Handrail (And S | iida Reilj | | | |
|-----------------------|---|--|--------------------------|--------------------------------------|---|----------------|---------------------|-----------------------------------|----------------|----------------|---------|------------------------|
| Spec | коре | Company Phone # Contact | AUSH | VIKING DECKS | Sympain Heum | WILCO | ACCURATE MARKINE | MARMIE | JL THOMPSON | DOCKS | COASTAL | HORFILIDE BROYLLIDE |
| | PEH PLANS & SPECS SUBMITTALS, SHOP OWGS, FAB. & DELIVE AVENDMENTS | | | | | | | | | | | |
| United 2 | VITOWAN'E OVENHEND IT. | selantionnys sellionnos | 4017 17,915 | | | | | | | | | |
| | SURVEY AS BUE TS IN GENERAL CONCITONS | 18" | N 9G1 | | | === | | | | | | |
| COST | Subcontractor Nebula abon | GENERALIA GENERA | 10,664 | | | | | | | | | |
| III ON DITTE BEING | Denotified Removal 6"wide | | | | | | | | | | | |
| BIADOVE BIADOVE | Paris Decking and Gildeni/Shifts | 19 | 7,020 Y | | | | | | | | | |
| \$19.00 | BY/3 OW/ADENG BY/2 OW/ADENG | ENGLISH ON A POPUL | 5.320 3.515 (F,516 | Coved as symethe Coved as exhaufa | o 30 Mai extra per niv a 30 Mai austrame ele | vator vator | | | | | | |
| 5341.02 | CROSSOVER DEPLACEMENT FOR WAS | NA. | | | Allyst Fall E | | | | | | | |
| \$1,225.40 \$43.26 | Pests 6" Gedera/Josels & Geolog | NA 20 434 | 31,840 21,370 | | | | | | | | | |
| 353 52 | OCCARG ORRY there tags and (Gry is both sales) 807403-608 | Q RA | 160 | | | | | | | | | |
| LANG LLEVA ME | PANK CKON | (OCCUPANTA) AU | 65,941 | | | | | | | | | |
| | Pages Gregorizate Organiza | PVDBALL AVORALL | | | | | | | | | | |
| | Rans (Ory a path adio) BENCHES | DISSIPATION OF TOTAL | WARDOW | | | | | | | | | |
| NAME OF STREET | MISC. SITE RESTORATION | Brachen was been | 1,500 | | | | | | | | | |
| | Dana Bula Suppler Add One | | 105,035 | 0 | 0 0 | 0 | 0 | 0 | 9 | 9 | 9 | Fricasi |
| | Sub-Syppler Rd SUB BIO SUBTOTAL, Sales Tes | | 105,034 | 0 | | 9 | 0 | 0 | . 0 | Ö | 0 | |
| | SUB BIO TOTAL | 7 | \$165,036 \$0 \$0 | 20 20 20 | 10 TO | 14 14 | 69 | PATET \$6 \$0 \$0 \$4 | 10 10 10 | 90 90 90 | \$0 | |

CHAIN BOWAR FOTAL \$105,038.24

1,561 18,47% Total % from Summary 1,549 Total ADD ALT

6 - 2,410 All penate for fan-flenberfock AZEK Hervest 5 1,990 16 47% Total % from Summery 5 8,776 Total ADD ALT

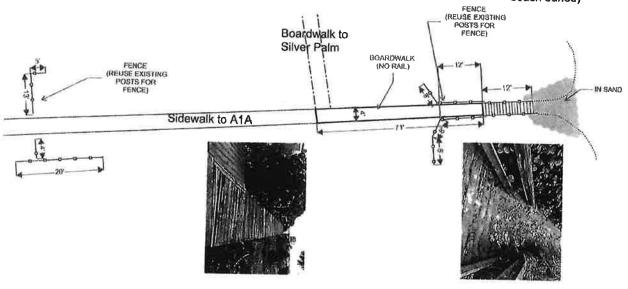
616/8F

EXISTING CONDITIONS
Crossover width= 4*
Overall length= 83'
Square footage= 332
Piles Size= 6"
Quantity of Piles= 8
Lineal Feet of Handrait &
Fence= 115

Silver Palm- 2805 A1A Crossover

PRIORITY #8

- -Rail Hieght= 39.5"
 -Replace All/ Reuse Pilings?
 (Pilings are okay but entry to structure is buried and undetermined; stair at beach buried)



PROJECT: South Breverd-CROSSOVERS
Location Servard County, FL REPLACEMENT
TAB Silver Palm

Exable 59 332

Goardwell New SF 332 LF 83 Overall Length
LF 115 Handrad Mee Blor FLW)

| Spec | SCOPE | Company Phone 8 Contact | MBM | VIKING DECKS | RUSH MATINE | WILCO | ACCUPATE MARINE | INTEGRITY MARSNE | JL THOMPSON | OREAM OOCKS | DOCK | WATERFRON' SQLUTIONS |
|----------------|--|------------------------------------|----------------|--------------|-------------|----------|--------------------|---------------------|-------------|----------------|------|-------------------------|
| | PER PLANS & SPECE | | | | | | | | | | | |
| | SUMMITTALS, SHOP OWES, FAD & DELIVER | ey. | | | | | | | | | | |
| and arming | OENERAT CONDITIONS IN. | atentare acente Oblante en core | 4397 17,846 | | | | | | | | | |
| | STINKER WE BITHT IS IN DEMINAT CONDITIONS. | ur . | m oct | | | | | | | | | |
| Met | | SERT | | | | | | | | | | |
| 1400 | Subcuniracion Mobilisation | OTHER BY TO LOT AS | 10,654 | | | | | | | | | |
| NIE CONTRACTOR | Osmolitise/Hamayal Awds | | | | | | | | | | | - |
| \$15.03 | Oreo faistey | 331 | 5,715 | | | | | | | | | |
| PARONE | Peris | | 0 | | | | | | | | | _ |
| IN ASCUE | Decking and Green Violes | | 9 | | | | - | | | | | |
| 11077 | DECKNO ON YOUND | 0 | | - | | - | | - | | | | |
| \$18.00 | (KALS ONLY DEMO | INCHINATION OF | 6,748 | | | | | | | | | |
| Mary Mary | CHOSSOVER REPLACEMENT SHIP | | | | | | | | | | | |
| \$361.67 | Non F | 168 | | | | | | | | | | |
| \$1,225.40 | Potts J' | | 4,603 | | | | | | | | | |
| 143.20 | Olegani Jainta & Denhing | 332 | 16,342 | | | | | | | - | | |
| \$15.00 | DECKNIG ONTA | | 0 | | | | | | | | | |
| 153.57 | Hall Tag & Und (Dy in both edies) | IIA | NA | | | | | | | = | | |
| | BENCHES. | Section 8603 | 74,114 | | | | | | | | | |
| LINETTEUR | PAVALKSH | | | | | | | | | | | |
| | Posts | | | | | | | | | | | |
| | Grandinole | 104 | | | | | | | | | | |
| | Pade (Chr. e born secre) | 1845 S | | | | | | | | | | |
| | | LAIGHEM M-FOTAL | N/A | | | | | | | | | |
| or means. | MISC, SITE RESTORATION | esterna postatoro a | 1,803 | | | | | | | | | |
| | 53A4 | | 0 | | 0 | , | 0 | | 0 | 0 | 9 | Value of the last |
| | Supplier Add One | | 83,821 | 0 | 0 | 9 | 9 | - 8 | 0 | - 0 | - 3 | |
| | SultrSuppler that | | 63,621 | - 0 | | - 0 | - 0 | | ó | | 0 | |
| | SUB BO SUBTOTAL | | 63,871 | | - 4 | | - | | | | | |
| | SUB SID TOTAL | WWW. C CO. ' | 663,021 | 710 | 40 | 40 | .54 | 10 | To. | \$40 | | |
| | WW WW/(W)/W | | 14 | 10 | 30 | 80 | \$0 | 30 | 16 | 40 | 30 | 1 |
| | | | 10 | 10 | | 56 10 | 50 | 50 | 16 | 90 50 | | |

Salver Pales FOTAL \$83,821.08

\$ 1,042 IS 47% Total % boon Svinnary
\$ 6,656 Total ADD ALT

F - 4,000 Americals du for Firmbertech AZEK-Harrosi 620 18 47% Yold-In-from Burnamary 1 6,000 Total ADO AL I

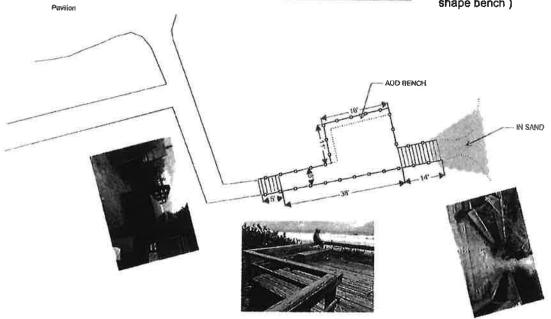


EXISTING CONDITIONS
Crossover width= 5'
Overall length= 57' +
Square footage= 535
Piles Size= N/A
Quantity of Piles= N/A
Lineal Feet of Handrail= 144

Howard Futch Pavilion Crossover

- PRIORITY #9
 -No Survey
 -Rail Hieght= ??
- -Repair

(Replace Deck, Rails, and Cap, Add 4x4 supports to rail. Add 20.5" deep "L" shape bench)





VICIDITY MAP

DISSIGN CRITERIA

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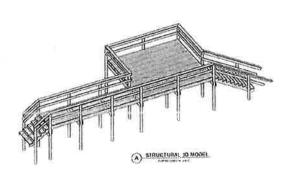
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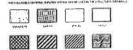
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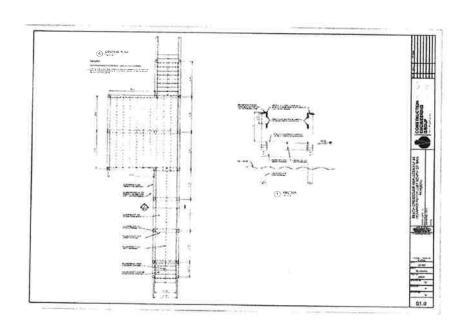
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CONSTRUCTION ENGINEERING GROUP



PROJECT SOUTH REVERS CHOSSOVERS
Location General County, FL REPAIR
CRIT. NO. 021-37 TAG II. Fulch 9, of Nation Prov.

| Бр≪ | SCOPE | Company Phone # Contact | неод | лина сески | RUSH MARINE | WECO | ACCURATE MAJUNE | YTIRDB11H BHIRAM | IL THOMPSON | DREAM DOCKS | COASTAL | WAYERFRON BOLUTIONS |
|--|--|-------------------------------|----------|------------|---|------|--------------------|---------------------|-------------|----------------|---------|-------------------------|
| | PER PLANS S SPECS | 11 30 30 30 | | | | | | | - | | _ | |
| | SUBMITTACS, SHOP OWGS, FAR, & DELIVER | (Y | | | | | | | - | | - | _ |
| | AVENOMENTS | EQUIE EASIE | | | | | | | - | | | |
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| Lamel House | ALLOWABLE OVERHEAD 'L' | TO STREET OWN | 16,726 | | | | - | | 1 | | | |
| 100 | CEDIGARY CONDITIONS .N. | Contract Contract | 10,760 | | - | | | _ | | | | |
| | SURVEY AS BULTS IN CENERAL CONDITONS | | W OCK | | | | | | | | | |
| | SURVEY AS BUCKS OF CRIMERAL COMMICHS | | | | - | | | | | | | |
| 1005 | | tent | | | | | | | | | | |
| COSF. | | CHANNTY | | | | | | | | | | |
| | Dube ontractor Mebitralium | DSTITE STOTAL | 13,564 | 24,497 | CHB ON | MOGO | | | | | | |
| SOURCE STREET, | A DOCTOR DESCRIPTION OF THE PROPERTY OF THE PR | Secretary and second | | | Mark Control | | | | | | | |
| SECURITIES AND ADDRESS. | Demailtion/flammed Swide | | | | | | | | | | | |
| 515 41 | Dema Existing | | 0 | | | | | | | | | - |
| PLABOVE | Posts | NA. | | | | | | | | | | |
| SA WRONG | Cathing and Caders/Jonis | | . 0 | | | | | | | | | |
| \$10.77 | DECKING CAKY DEMO | | | 1. | | | | | | | - | |
| \$19.00 | WAS DISTURBED | 364 | 2,730 | Y | | | | | | | | |
| | | LUS TOTAL STOTAL | 2,736 | 1 | | | | | | | | |
| - 45 - 100 | Control of | The second second | | | | | | | | | _ | |
| CAST OF THE PARTY. | CROSSOVER REPLACEMENT 8'-01 | | | | | | | | | | - | |
| \$311.57 | Pesh 6" | .050 | | | | | | | - | | _ | - |
| \$1,725-49 | Pods 8" | .57A | | | | | | | | | | |
| \$43.76 | Onten/Junie & Decking | | | | | | | | | | _ | |
| \$18.00 | OFCIONO ONLY | | | y | | | | | | | | |
| 553 52 | Rate Top & Mat (Dry. is both wors) | 144 | 7,707 | y y | | | | | | | _ | |
| | BEHCHE'S | A9A | 750 | | | | | | | | _ | |
| | | Continuo TOTAL | 7,707 | | | | - | | | | | 1 |
| | CONTRACTOR OF THE PARTY OF THE | | | | | | | | | | | _ |
| THE ILEMAN | | | | | | | | - | | | | |
| | Page . | - 9 | | | - | | | | | | | |
| | Greenway | | | | | | | | | | | |
| | Desking Andre (Ohys in both sides) | | | | | | | | | | | |
| | Micel | | | | | | | | | | | |
| | | LAND ITEMS OF FOTAL | N/A | | | | | | | | | |
| | | Vancous and the second | | | | | | | | | | |
| IN THE SECOND PROPERTY OF | MIEC. BITE RESTORATION | AND DESCRIPTIONS | 1,500 | | 111111111111111111111111111111111111111 | | | | | | | |
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| | Punt | The second second | 5 | 0 | 0 | 9 | | | | 0 | | A STATE OF THE PARTY OF |
| | Subvingeter Ade One | | 70,113 | 24,897 | 91 | - 8 | | | | - 0 | | - |
| Substitution (6) | | | | 0 | 31 | | | 0 | | 0 | | |
| | SUB BIO SUBTOTAL BIOGRAPHIC SUB BIO TOTAL | | 70,113 | 24,897 | 0 | 9 | | | 0 | | | - |
| | | | | | | | | | - | | - | - |
| - | | | \$70,113 | 821,007 | - 10 | 80 | 40 | 51 | | \$60 | | |
| | | - 1 | 90 | 10 | 10 | 10 | 149 | 50 | 201 | \$40 | 16 | |
| 1 | | I | 10 | 10 | 50 | \$0 | | \$1 50 | 1 20 | 50 | | |
| | | | 50 | \$6 | 10 | 57 | 50 | | 101 | | A | 4 |

R. Fulch S. of Main Pay, TOTAL 145,910 00

18 47% Tolef % from Summary
Total ADD ALT

Alternate for the TentesTooth All Six Mervest
18-47% Folds No fram Survivary
5 Total ADD ALF

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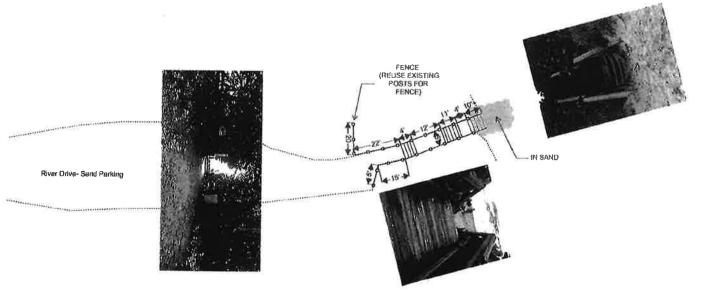


EXISTING CONDITIONS
Crossover width= 5'
Overall length= 46'
Square footage= 230
Piles Size= N/A
Quantity of Piles= N/A
Lineal Feet of Handrail &
Fence= 154

River Drive- 5235 AIA Melb.

- PRIORITY #10
 -Survey Needed
 -Rail Hieght= 44"

- -Repair (Replace Deck, Rails, and Cap.)







HERE BEING

| A 38 ME LAVER | | and the second |
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| emitters. | | |
| DESCRIPTION | 474 | And the second |
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| Marie Marie | 1941 | 100 | - 15 | | |



LOCATION MAP

BACKFILL NOTES

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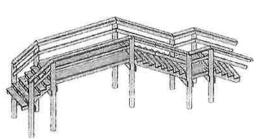
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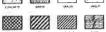
SITE SAFETY

DEMOLITION, CLEARING AND RESTORATION

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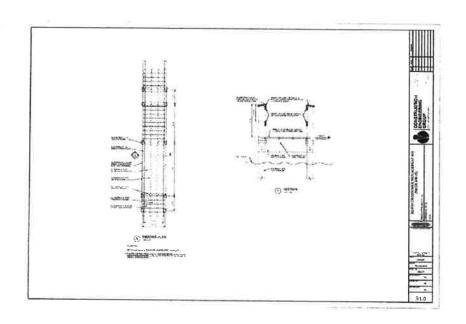
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ARMERICANUS SEMBOLS



BEACH CROSSOVER REPLACEMENT #10 (RINE) (RINE)

S0.0



PROJECT: South Givener-CROSSOVERS
Location Brevaid County, FL
821-J7
TAB Rice

REPAIR OVER DATE

1/20/7021 1/10/ P W

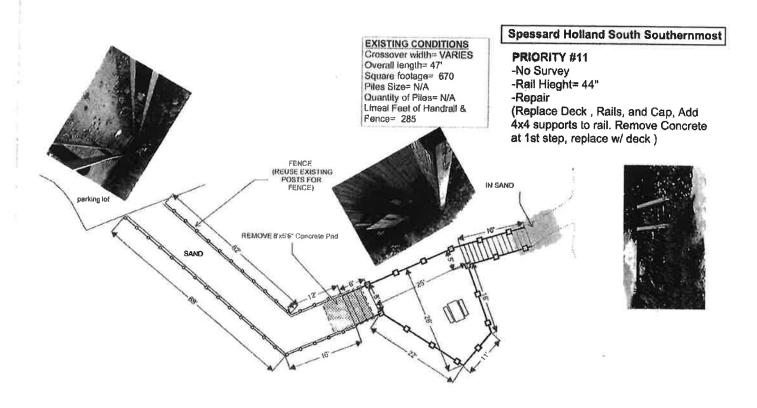
| EST. NO. | 821-J7 TAB Rever Orive | REPAIR | | | | | Bidardwalk Pavilion | Evoling SP New SP SP | 230 | · LF | | Cheral Length Handrall (And Side II |
|-----------------------------------|--|-------------------------------|----------------------------|-----------------------|------------------|--------|------------------------|----------------------------|--------------|----------------|-------------------|--|
| Spec | score | Company Phono # Contact | Haus | VIKING DEOKS | MUSH MAJONE | Miréa | ACCURATE MARIE | INTEGRITY MARINE | AL TISOMPSON | DREAM DOCKS | GOASTAL DOCK | WATERFRONT SOLUTIONS |
| | PER PLANS A SPECS SUBVITTALS, SHOP DWGS, PAG. 4 CELIVE | | | | | | | | | | | |
| Winds | ALLOWABLE CYERVEAD 'L' GENERAL CONGITONS 'N' | Milliout Sax | 4387 14,728 | | | | | | | | | |
| | SURVEY AS BUILTS IN GENERAL CONDITIONS | 'M' | m oci | | | | | | | | | |
| COST COST | Bulg onlessing Mobilestion | OCHANIA OCHANIA OCHANIA | 10,944 | 18,997 | NO BID | NO BIO | | | | | | |
| | Demoktor Removal Swift Owns Editing | 9 | | | | | | | | | | |
| PEABOVE | Ports Desking and Grésny/Janes | NA 0 | 9 | | | | | | | | | |
| \$19.77 | SHE'S GAT A DEMO | N-HAMMAN MORN | 2,934 2,939 | 1 | | | | | | | | |
| \$38182 | CROSSOVER REPLACEDENT SWILL POSE S | KA | | | | | | | | | | |
| \$1,773.49. \$43.74 \$18.00 | Green/Joseph & Decomy OCCOMO GRAV | 9 9 | | , | | | | | | | | |
| 153 53 | Rote Fee & Mol (Chy, na both sides) BENCHES | HA WA A DIETIEM WOOD | 6,243 MA 8,242 | , | | | | | | | | |
| COM ITEM NO | PAVE LIGHT | 0 | | | | | | | | | | |
| | Gerland dynam Steening | 9 | | | | | | | | | | |
| | Risk (Oy, in both select) MENCHAR | CHIBITEM SETOTAL | - | | 10000 | | | | | | | |
| AC MINOR | MISC SITE RESTORATION | CASHIOLOGIA) | (,10) | | | | | | | | | |
| | RoAS: Bio Supplic Add One produpting Bill Bulli GO SUBTOTAL | A 1000 Tarit | 80,112 20,113 | | 0 0 0 0 | 0 | 9 | 0 0 | 90 | 0 | 9 9 | |
| T-V-T-V | SUB SO YOYAL | 10.510 | \$28,113 14 10 84 | #18,000 \$0 \$0 | 80 90 80 | # # | 03 | 50 50 50 | 80 | | \$0 \$0 \$0 | \$ |

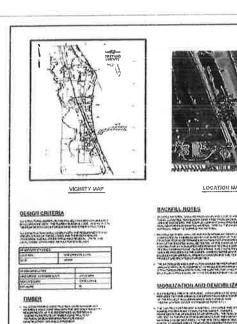
Rest tinve 10 FAL \$40 019.00

6----- Attempte for Alloydure Shark Devlorg \$ ---- (8.47% | felsi % from Stamminy | Tolal ADD ALT

5 Allemaio foi for Tumbort cele AZEN Harvest
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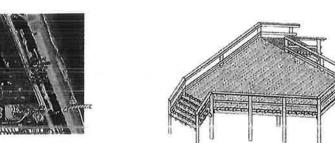


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LOCATION MAP

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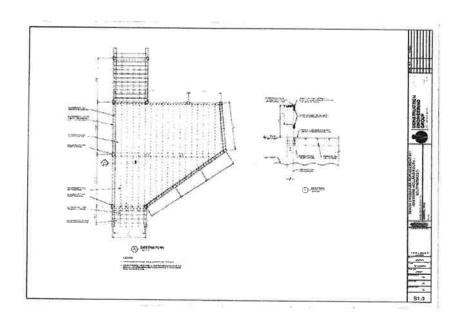
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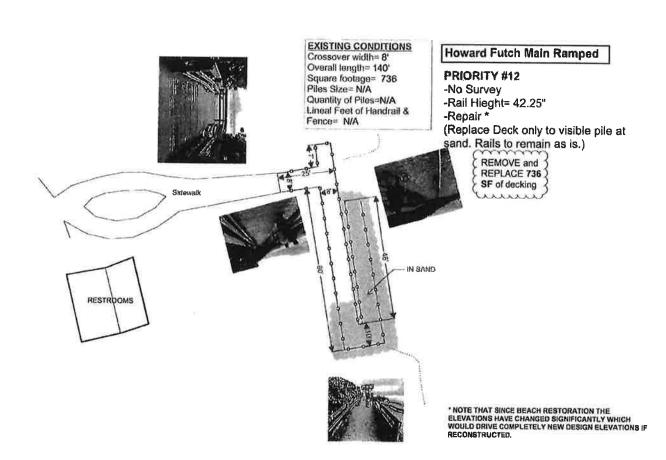
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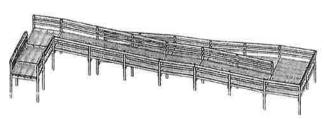
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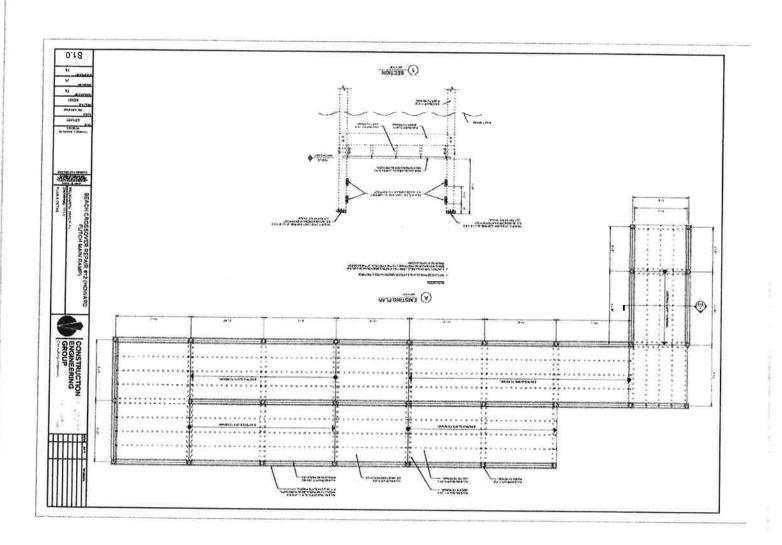
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ACCOUNTS.



ATTACHMENT "E"

CONSTRUCTION MANAGER'S PRELIMINARY CONSTRUCTION SCHEDULE

FROJECT: Gouth Breward-CROSSOVERS
Location Graves Courty, FL
657. NO. 921-37

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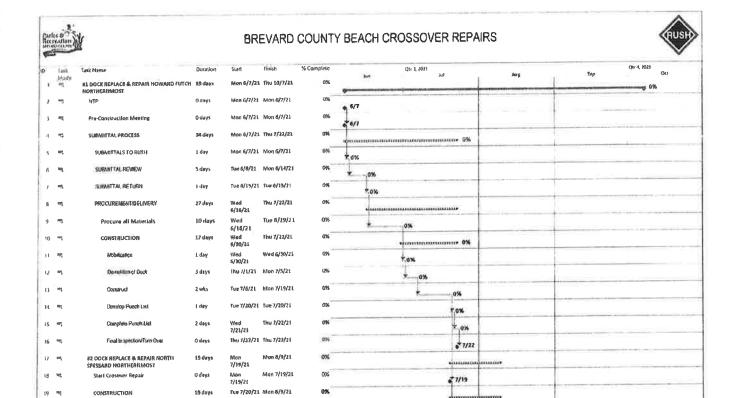
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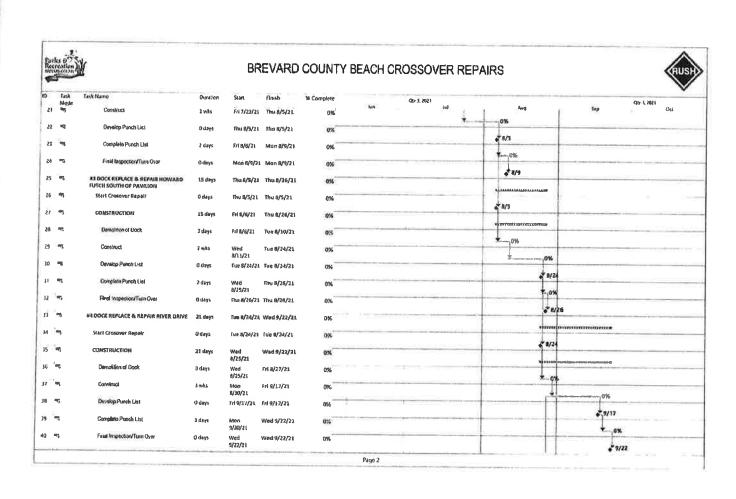
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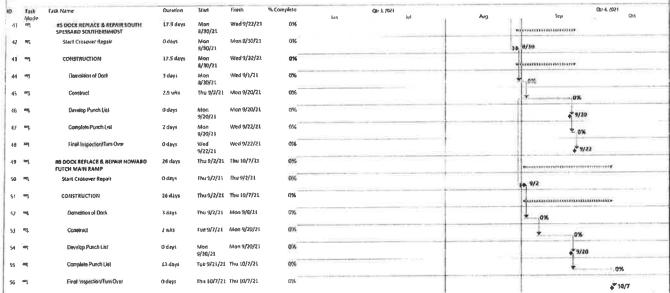
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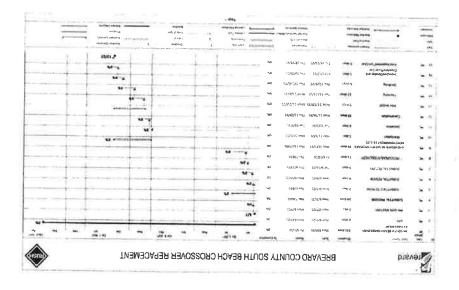




BREVARD COUNTY BEACH CROSSOVER REPAIRS









BREVARD COUNTY SOUTH BEACH CROSSOVER REPACEMENT



|) | Mode | Task Haine | Outation | Start | Finish | % Complete | No | Qtr 3, 2021 | Aug | Qt 4 2021 Sep Oct | Noy | Qer 8, 2022 Des Jan | Feb | Ott 2, 202. |
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| 22 | ~ 5 | Pile install | 5 days | Fri 11/19/21 | Thu 11/25/21 | 0% | | | | | 2 | 9% | | |
| 3 | Mg. | Framing | tự dạys | Fri 11/26/21 | Thu 12/9/21 | 0% | | | | | | | | |
| 24 | эв | Decking | 6 days | Fri 12/10/21 | Fn 12/17/21 | 0% | | | | | | ₩ 0% | | |
| 25 | =1 | Inspection/Develop and Complete Purch List | 7 days | Mon 12/20/21 | Tue 12/28/21 | 016 | | | | | | *,0% | | |
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| į | - 4 | Final Inspection/Time Over | 0 days | Thu 12/30/21 | Thu 12/30/2) | 0% | | | | | | 12/30 | | |
| 18 | ₹3 | CROSSOVER #2 SEA PEARL CONDO 1-3-2822 | 41 days | Mon 11/22/21 | Man 1/17/22 | 0% | | | | | - Paris | 002FG1117701111011777 0% | | |
| 9 | mid | Mobilization | 2 days | Man 11/22/21 | fue 11/23/21 | 694 | | | | | 94,0 | * | | |
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| 38 | 462 | CHOSSOVER #4 DOUBLE TREE HOTEL | 41 days | Thu 17/2/21 | Fri 1/28/22 | 0% | | | | | | - | 311 | | | |
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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.
- (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 pregualification 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 nonresponsive, the apparent second low bidder will be contacted and afforded the previous mentioned five (5) days to submit pre-qualification documents. This process will continue until the lowest qualified and responsive bidder is established. In the event that a subcontractor is found unqualified or nonresponsive, 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 pubic 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.

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

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

the other provisions shall remain in full force and effect.

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

ATTACHMENT "G"

PUBLIC CONSTRUCTION PAYMENT BOND

| BY | THIS BOND, We | | | as |
|--------------|---|--------------------|--------------------------------|---------------|
| Principal ar | nd | | | a |
| corporation | as Surety, are bound to Brevard C | county Board of C | County Commissioners, Breva | r ard |
| County, Flo | rida, herein called County, in the su | m of | • | |
| (\$ |), for payment of which we bir | nd ourselves, our | heirs, personal representative | æs, |
| successors | and assigns, jointly and severally. | | | |
| THE | CONDITIONS OF THIS BOND are | that if Principal: | | |
| 1. | Promptly makes payments to a | | defined in Section 255.05(| 1), |
| | Florida Statutes, supplying Prir | ncipal with labor | , materials, or supplies, us | ed |
| | directly or indirectly by Principal | | | |
| | contract dated | , 20, be | ween Principal and County | |
| | construction ofcontract being attached hereto | and made a new | | ne |
| | such time and without delay, and | | | |
| 2. | Pays County all losses, damages | | | |
| | appellate proceedings, that Cou | | | |
| | under the contract, then this bond | | | , CA 1 |
| | Any changes in or under the | | | or |
| | noncompliance with any formalit | | | |
| | Surety's obligation under this bor | nd. | | |
| Signe | ed and sealed this day of _ | | ., 20 | |
| Vitness: | | | | |
| | | Principal | Seal | _ |
| | | Its: | | |
| | | Title | | _ |
| Vitness: | | | | |
| | | Surety | Seal | - |
| | | ., | | |
| | | Its: | | _ |
| | | Title | | |

ATTACHMENT "H"

PUBLIC CONSTRUCTION PERFORMANCE BOND

| BY TI | HIS BC | ND, We | | , as |
|--------|-------------|---|---|--|
| | | d | | , a |
| | | as Surety, are bound to Brevard Co ida, herein called County, in the sum | | |
| | |), for payment of which we bind and assigns, jointly and severally. | ourselves, our | heirs, personal representatives, |
| | | | | |
| | | CONDITIONS OF THIS BOND are t | | contract dated |
| | 1. | Performs promptly, completely an 2010 between Principal and Coun contract being attached hereto a such time and without delay, a including the delivery, execution a butthe contract; and | ty for constructi nd made a pai nd in the man | on of, the rt of this bond by reference, in ner prescribed in the contract |
| | 2. | by the contract; and Pays County all losses, damages, appellate proceedings, that Cou under the contract; and | | |
| | 3. | Performs the guarantee of all work the time specified in the contract, full force. | | |
| any fo | | changes in or under the contract doc es connected with the contract does | | |
| | Signe | ed and sealed this day of | | _, 20 |
| | | | | |
| Witne | SS : | | Principal | Seal |
| | | | Its: | |
| | | | Title | |
| Witne | SS: | | | |
| | | | Surety | Seal |
| | - | | lts: | |
| | | | | Title |

ATTACHMENT "!"

CONSTRUCTION MANAGER'S GUARANTEED MAXIMUM PRICE

ATTACHED

RUSH CONSTRUCTION INC General Contractors, Design/Build Construction Managers



6285 VectorSpace Blvd. Titusville, FL 32780 Voice 321 267.8100 Fax 321.267.9944 www.rushinc.com

May 20, 2021

Brevard County Facilities

ATTN: Mr. Mlke McGrew- Construction Coordinator

Ref: Brevard County-South Beach Crossovers Repair GMPs and Replacements ROMs-R1

RUSH Construction, Inc. per your request is pleased to present our ROM proposals for the South Beach- Crossover Replacements and GMP proposals for the South Beach-Crossover Repairs.

ROM Replacement pricing is based on field measurements (See attached scope sheets) and utilizing the basis of design from the previously completed Crossovers. GMP Repair pricing is based on field measurements and scope on the attached scope sheets and utilizing the basis of design from the attached CEG drawings. (Also attached).

Scope is based on Brevard County's repair vs. replacement spreadsheet (Attached).

ROMs for South Beach Crossover Replacements Including 10% Contingency:

(All replacements are based on using MoistureShield Vision 1x6 Composite Decking)

South Spessard Northernmost ROM- \$ 105,923

South Spessard Middle ROM - \$ 112,839

Sea Pearl Condo ROM- \$ 114,958

Double Tree Hotel ROM - \$ 119,993

Chris' Break ROM- \$ 142,220

Silver Palm ROM- \$87,056

GMPs for South Beach Crossover REPAIRS Including \$2,000 Contingency:

(All repairs are based on using 2x4 lumber for decking)

Howard Futch Northernmost GMP- \$ 94,718

North Spessard Northernmost GMP- \$ 68,988

Howard Futch South of Pavilion GMP- \$ 53,018

River Drive GMP- \$ 47,350

South Spessard Southernmost GMP- \$ 67,334

Howard Futch Main Ramped GMP- \$ 87,135

ROM Replacements Total... \$682,990 GMP Repairs Total..... \$418,544

TOTAL OF REPLACEMENT & REPAIRS: \$1,101,534

Please see the attached ROM and GMP tabs, broken out per location, on the attachment pages for additional information and qualifications.

If you should have any further questions and/or require additional information, please do not hesitate to contact us.

Respectfully Submitted, **RUSH Construction, Inc.**

Conrad Wilson

Douglas Conrad Wilson Estimator

Subject: ROM Proposal

RUSH Construction, Inc. (RUSH) is pleased to offer the following ROM/ GMP proposal statement of Clarifications and/or Qualifications pertaining to our proposal and are as follows:

SCOPE OF WORK:

- Scope for each crossover is based on the Brevard County Repair vs. Replacement spread sheet that was provided (see attached, along with RUSH generated scope sheets with dimensions)
- Replace existing crossovers (Final scope to be determined by permit drawings)
- Repair existing crossovers (Final scope based on scope sheets and basis of design from CEG drawings.
 See qualification below.)
- Maintain a safe and clean jobsite.

QUALIFICATIONS:

- 1. Our proposal is based on normal working hours, Monday through Friday.
- 2. Our proposal is based on each individual crossover done as a single project.
- 3. This proposal includes an allowance for each crossover for replacement of any vegetation destroyed and required clearing.
- 4. Each Crossover Replacement includes a 10% contingency.
- Each Crossover Repair includes a fixed \$2,000 contingency.
- 6. Repair scope is based upon the original scope shown on the RUSH scope sheets, which was taken from the initial spread sheet provided by Brevard County. The scope shown on the CEG Repair drawings can only be achieved outside of turtle season, therefore any underground work shown on the CEG drawings is not included in the repair GMP scopes.
- 7. RUSH Construction takes exception to the use of 2.5 CCA lumber that is not in direct submerged contact with salt water, therefore we shall not warranty the 2.5 CCA lumber for any other application.
- 8. We have priced the lumber materials as follows: Post/Pilings (2.5 CCA) Girders/Joists (.60 CCA), Decking/Treads/Rails (.40 DSS GC ca/acq).
- 9. Full time RUSH supervision is included during all work activities on site.
- 10. Removal of all debris generated by RUSH construction activity is included.
- 11. This proposal does not include any added scope generated from EPA and AHJ permit review comments.
- 12. Builders Risk is included in this proposal.
- 13. General Liability Insurance is included in this proposal.
- 14. Performance & Payment Bond is included in this proposal.
- 15. This proposal is the property of RUSH Construction, Inc. and includes data that shall not be disclosed outside the Brevard County Board of County Commissioners and shall not be duplicated, used or disclosed – in whole or in part – for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of

- or in connection with- the submission of this data, the Brevard County Board of County Commissioners shall have the right to duplicate, use or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Brevard County Board of County Commissioners' right to use information contained in this data if it is obtained from another source without restriction.

End of Document

Parks & Recreation South Beach Crossovers Priority List Provided

| P&R | |
|------------|--|
| Priority # | Location |
| 1 | Howard Futch Northernmost |
| 2 | Spessard Holland South Northernmost |
| 3 | Spessard Holland South Middle |
| 4 | Sea Pearl Condo |
| 5 | Double Tree Hotel |
| 6 | Spessard Holland North Northmost |
| 7 | Chris's Break |
| 8 | Silver Palm |
| 9 | Howard Futch Just South of Main Pav |
| 10 | River Drive |
| 11 | Spessard Holland South Southernmost |
| 12 | Howard Futch Main Ramped |

Parks & Recreation South Beach Crossovers FY20/21 Repairs (Proposed to start in March 2020)

| | | Address Assignment | Tax Acct | Survey | Raifie | Repair / Heplace | |
|--------------|--|--------------------|----------|-----------|---------------|------------------------------|---|
| 5 9 11 | Spessard Holland North Northmost Howard Futch Just South of Main Pay Spessard Holland South Southernmost | | 2/25576 | | 43° 44.5° | Repair* Repair* Repair | Replace all deck to visible pile at saud; repair rells and top cap keeping current rail design lieplace all deck to visible pile at saud; repair rails and top cap keeping current rail design Replace Detk, Balks, and Cap, Add dat supports to rell. Add 20,5 feec 3.11 those bench |
| | Howard Futish Main Raraped River Drive | | | No Yes | 42.25° 44° | ftepair ^a | Replace Deck, Italis, and Cap, Add 464 supports to rail. Remove Conc at 1st step, replace w/ deck Replace Deck only to wisble gife at sand. Relis to remain as is. Replace Deck, Raile, and Cap. |

Parks & Recreation South Beach Crossovers FY21/22 Replacements (Proposed to be constructed between November 2021- March 2022)

| P&R Priority t | Location | Address Assenment | | Sorvey | | | |
|-------------------|------------------------------|---|----------|--------|---------|------------------|---|
| | | | Lax vecr | Needad | Rail Ht | Repair / Replace | Comments |
| 4 | | 2551 Imy A1A, Melbourne Beach, FL 32951 | 2848545 | No | 17" | REPLACE ALL | SO/ SO majority of pilings at beach bad. |
| | Spenned Holland South Middle | 2541 Hwy A1A, Melbourne Beach, JL 32951 | 2848545 | No | | REPLACE ALL | say so majority or prings at orach osa. |
| 4 | Sea Pearl Condo | 1561 N. Hwy A1A, Indialantic, FL 12903 | 2710696 | 144.9 | A4 | | |
| 5 | Double Tree Hotel | | 2130030 | | 35.51 | REPLACE ALL | |
| 7 | Chris's Greak | | | Yes | | REPLACE ALL | |
| | Silvet Palm | | | Yes | 37.79" | REPLACE ALL | filevations too low |
| • | SALABI SARRIP | | | Yes | | | Pilings are older but entry to structure is hursed and undersembled a train or heart have |

NOTE THAT SINCE BEACH RESTORATION THE ELEVATIONS HAVE CHANGED SIGNIFICANTLY WHICH WOULD DRIVE COMPLETELY NEW DESIGN ELEVATIONS IF RECONSTRUCTED.
 AMANDONED SECTION OF RAMP CLOSED OFF AND BURIED. IF FROMON OCCURS THEN THERE WILL BE DROP OFF AT SECTION OF RAILING THAT WAS OPENED FOR CURRENT USE.

Scrate Granard-CROSSCYERS Location Brevard County, FL

FINAL ROM By pulcoment & GMP Regions PROPOSALS

SCHAFF ROMODII

ALGO CONCOUNTAN, INC. 8298 Vertic Bases Published

| Path mens | | ra ontr | REFAIR CM2 | HOV. | #G# | 134 | 4011 | REPORT GAR | 109 | 404 | MPATEMP | MONEY COST | ments comp | MARING GOVE | | -0.00.000 |
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| 1 ALLOYIABLE OVERHEAD | 01 1. | | \$4,187 | \$4,387 | 54,311 | \$4,397 | 54,297 | \$4.16 | 94.107 | \$4,781 | 54,187 | \$4,387 | \$4,267 | 54,367 | HOM. | 0.00 (3.7 |
| 2 GENERAL CONDITIONS | Q1 11 | | \$14,236 | \$17,648 | \$17,540 | 517,548 | \$17,943 | 514,224 | \$17,948 | 517,949 | \$14,234 | 314,220 | \$14,226 | 514,204 | RJSi | 10,000,000 |
| 3 SUBCONTRACTOR HOME VARION | 00 | | \$41,687 | 110,564 | 113,064 | \$10,664 | \$10,644 | 118,387 | \$10,564 | \$10,064 | \$34,887 | \$15,997 | \$37,627 | 104,397 | RUGSA VIDOSO for Reports | # W4 510 |
| # DENOCITION REMOVAL | 05 | | W ABOVE | 10,121 | 50,740 | 18,411 | \$4,510 | IN ABOVE | \$14,665 | 55,254 | IN ABOVE | IN ABOVE | IH ABOVE | IN ABOVE | PRINCIPLE VINCING for Players | 1894849 |
| I CROSSOVER HEPLACEMENT | 64 | - 1 | III ABOVE | £13,403 | 544,473 | \$44,000 | 100,002 | IN ABOVE | 553,551 | 524,114 | IN ABOVE | IN ABOVE | EX ADONE | ON ADDOVE | | in products |
| E MISC. SITE RESTORATION | 31 | | \$1,500 | 11,604 | \$1,500 | \$1,500 | \$1,500 | \$1,660 | 15,500 | \$1,502 | 11,400 | \$1,500 | \$57,500 | \$1,500 | RUSKI | I I WENTER |
| | TOTALS | 100 | \$81,800 | \$75,937 | 551,317 | 344,611 | 100,010 | | | MACIN | \$45,010 | \$40/010 | | | | July Perrit |
| | Rdg Penird 11 | 1,00% | | 1209 | 5043 | 1449 | \$907 | | 11,000 | 1934 | | | 50 | | Bir Hamilton Southy For Report | tres Hime Off 8 |
| | USTOTAL | | \$41,800 | 579,721 | \$65,156 | 140,550 | \$31,150 | \$55,100 | | 564,459 | \$45,010 | \$49,010 | 557,842 | 313,110 | | SINGL 85% |
| Hune Ofice | | 12004 | 59.616 | 19,507 | \$10,219 | \$10,279 | \$10,938 | | | \$7,735 | \$5,401 | \$4,001 | \$4,517 | 14.013 | | sens Butdon fla |
| | UNIONAL | | \$71,015 | 109,205 | 190.313 | 199,938 | \$107,009 | | 3118,817 | 172,194 | \$50,411 | MON | \$64,567 | \$94,133 | | F GADG PHT |
| | \$4, (b)\$ % 161 | 742% | 5005 | 1000 | \$400 | \$403 | 3425 | 5979 | 3409 | 2543 | 2212 | 3163 | 3571 | \$50,07 | | THE CONTRACT |
| | UNTOTAL | , | 197,001 | 540,043 | \$55,774 | 100,341 | \$100,517 | | | \$77,490 | 100,623 | 344,993 | 964,024 | \$84,477 | | 15N ADD by Co |
| Outs | IN ROLL WOLL | 0.00% | 10 | \$0 | 50 | 50 | 50 | \$40 | | 10 | 19 | 10 | 50 | 10 | | TOXY TOTAL |
| | UBTOTAL | | 107 001 | 509,000 | 100,774 | 136,341 | 3102.317 | 166,470 | | 172,493 | 150,633 | \$44,599 | 164,828 | 364,477 | | |
| | 00000 % TKT | 376% | 5718 | 1000 | 1747 | 5751 | \$400 | 3010 | 1031 | 3553 | 1305 | 3351 | \$500 | \$100 | | |
| 100 | JATOTAL. | | \$92,710 | 105 563 | 558.531 | \$97,093 | \$103.317 | 506,986 | \$120.247 | 373,043 | \$51,018 | \$45,350 | 563.334 | \$85,135 | | |
| | NGOVGY | 10% | 12,000 | \$9,039 | \$2,032 | 13,709 | \$10,332 | \$2,000 | \$12,005 | 17,809 | 12,000 | 12,000 | 17,000 | 11,000 | SERVING Fraze SZ 000 Contingency | 1 |
| MARIO | TO TALS | - 2 | \$94,715 | 509 200 | 1104173 | \$100,001 | 1113.673 | 100,705 | \$132,715 | \$80,569 | 161 918 | \$47,950 | 557,514 | \$17,135 | | |
| | | | mpanel French | Sourt Spready | South Spensore | Set Pent | County Type | Hinth Speaked | | | HE PARENT A GE | State Dates | Seuce Spendens | | | |
| ADD for Bookhershield Vising Lie | | 1100 | WA | \$4,525 | 10,600 | 10,107 | 16.166 | | | \$4,000 | 19'A | tav. | 444 | 644 | | |

RUSH FORM BEA (NOB) EX

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| NO. UNIT QTY UNIT | 2.641 | | | TOTAL | | | | | - | | ITEM | NEL |
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| 7 AUTOMOBILES/ TRUCKS WKS 4.3 40.00 172 0.00 | 301 | | 0.00 | - | 0.00 | - 2 | วกา | | | 1 | SCHEDOLLIN | 5 |
| 8 GAS/ OIL/ LUBRICATION WKS 4.3 40.00 172 - 0.00 | 172 | | ~ / | | | | 901 | 70.00 | 4.3 | WKS | ALITOMOBILES/ TRUCKS | , I |
| 8 GAS/ OIL/ LUBRICATION WKS 9 PM TRAVEL WKS 10 WARRANTY EXPENSE (incl. equip. I.D. tags) 11 POSTAGE MOS 12 OFFICE SUPPLIES LOT 1 100.00 100 0.00 13 OFFICE PHONES MOS 1.0 50.00 50 0.00 14 MISC FEES LOT 5 0.00 50 0.00 50 0.00 | | | = 1 | 9€3 | 0.00 | | 172 | 40.00 | 4.0 | | CANCEL SERVICE | ١ ١ |
| 9 PM TRAVEL WKS 10 WARRANTY EXPENSE (incl. equip. I.D. tags) 11 POSTAGE MOS 12 OFFICE SUPPLIES LOT 1 100.00 100 - 0.00 13 OFFICE PHONES MOS 1.0 50.00 50 0.00 14 MISC FEES LOT - 0.00 \$ 2,718 \$ - \$ | • | | - 1 | | | | | 40.00 | 4.3 | WKS | GAS/ OIL! LUBRICATION | 8 |
| 9 PM TRAVEL | | 1 | - 1 | - 1 | 0.00 | 1 1 | 20 | | | MIKE | AND TANK MEMBERS OF STREET | |
| WARRANTY EXPENSE (Incl. equip. I.D. tags) | - | 1 | | = 1 | 42.00 | 1 | | | | AAVO | PM TRAVEL | 9 |
| WARRANGE | | 1 | | | 42.00 | | | 4 | | LOT | WADDANTY EXPENSE | |
| 11 POSTAGE MOS 12 OFFICE SUPPLIES LOT 1 100.00 100 - 0.00 13 OFFICE PHONES MOS 1.0 50.00 50 0.00 14 MISC FEES LOT 50.00 50 0.00 50 0.00 | _ | 1 | | λ. | | 1. | | | | 1 | (incl. equip. LD. tens) | 10 |
| 11 POSTAGE MOS 100 0.00 100 0.00 100 | · · | 1 | | * | 0.00 | | _ | | | | (Incl. equip. I.D. tags) | |
| 12 OFFICE SUPPLIES LOT 1 100.00 100 - 0.00 100 - 0.00 100 100 - 0.00 100 100 100 100 100 100 100 100 10 | 10 | | | | | | | | * | MOS | POSTAGE | 11 |
| 12 OFFICE SUPPLIES | , | 1 | | :#1: II | 0.00 | | 100 | 100.00 | | | THE CONTRACTOR AND DESCRIPTION | ,, |
| 13 OFFICE PHONES MOS 1.0 50.00 50 0.00 1.0 1.0 1.0 1.0 1.0 1.0 1.0 1.0 1 | 5 | | * | I | 0.00 | | | 100.00 | 1 | LOT | OFFICE SUPPLIES | 12 |
| 13 OFFICE PRONES 14 MISC FEES LOT - 0.00 - 5 2,718 \$ - 5 | | | | | 0.00 | * | 50 | 50.00 | 1.0 | MOS | PUONES | |
| 14 MISC FEES LOT \$ 2,718 \$ - \$ | ** | | - | | 0.00 | 1 8 | | | | 1,000 | OFFICE PHONES | 13 |
| 924 \$ 2,718 3 | 3,64 | - | | | 7.00 | | | | * | LOT | MISC FFFS | 4.4 |
| 5 040704 | 7,0 | 5 | \$ - | 9 | 1 5 | 1 | e 92 | | | | | 14 |
| SUB TOTALS PAGES 1 \$ 324 PT&I % 25 680 \$ 3,398 \$ \$ | 4.3 | • | | 680 | % 25 | | | manufact Wilder | AGES 1 | ALS PA | SUB TO | _ |

** 4/24/2020 DISTRIBUTION: RUSH FORM 102 (1/98): EX

WG, AF, ML, TS, CW

| | ATTACHMENT "M" E: S. BREVARD CROSSOVER ATION: Breverd County, FL | S | B21-37 REPLACEMENT G (Applied separ | | | GENERA CONTRA | Required per L CONDITION CT: 8 DAYS MOS | | Varies S TOTAL : | |
|-----|--|-----------|---|----------|----------|------------------|--|-------|---------------------|----------|
| INE | ITEM | | | MATER. | COST | LA | BOR COST | | OTHER DIR | LINE |
| NO. | CURERVICION | UNIT | QTY. | UNIT | TOTAL | HRS. | RATE | TOTAL | COST | TOTAL |
| 1 | SUPERVISION | WAS | 4.3 | 175.00 | 753 | 172 | 42.00 | 7,224 | | 7,97 |
| 2 | ASST SUPERINT | wks | | 5 | | 91 | 0.00 | : | | 12 |
| 3 | SPECIAL QC REQ | LOT | | | 8 | | 0.00 | ĕ | × 1 | % |
| 4 | SSHO MANAGER | wks | * | | ¥ | 14 | 0.00 | 22 | 120 | |
| 5 | ESCORT | wks | * | 20 | | = | 0.00 | | | 242 |
| 6 | QUALITY & SAFETY CONTROL | wks | 4.3 | | | 9 | 42,00 | 378 | æ | 378 |
| 7 | CQC MANAGER | wks | *1 | | 5 | | 0.00 | | | 3.53 |
| 8 | ASST QC REP | wks | 50 (| | | 15 | 0.00 | 8 | | 3.50 |
| 9 | CLERK | wks | 9 | 19 | 2 | 8 | 0.00 | ¥ | | |
| 10 | SCHEDULER | wks | April 1 | 190 | ¥: | 34 | 0.00 | 9 | | 540 |
| 7 | AUTOMOBILES/ TRUCKS | wks | :4: | | = 1 | - | 0.00 | 8 | 1545 | .93 |
| 11 | OFFICE/STORAGE UNIT | MOS | - 20 | (26) | | | 0.00 | 8 | 190 | 36 |
| 12 | STOR. TRAILERS | UN MOS | .00 | 88 | 16 | | 0.00 | * | | 25 |
| 3 | FIELD TELEPHONE | MOS | 1_0 | 50,00 | 50 | , | 0.00 | | | 50 |
| 4 | POWER | моѕ | | 645,00 | € | | 0.00 | | | |
| 5 | | MOS | 1 | 55.00 | 55 | 9 | 0.00 | 3 | 500 | 555 |
| 6 | Hydrant Meter JOB SITE ICE & WATER | wks | 4.3 | 25 00 | 108 | * | 0.00 | 2 | - | 108 |
| 7 | TEMP. TOILETS | MOS | 1.0 | 125.00 | 125 | 2 | 0.00 | ¥ | 144 P | 125 |
| 8 | | MOS | 74 | | 1911 | # | 0.00 | 2 | - | 2 |
| 9 | DUMPSTERS | UN EA | 3.0 | 550.00 | 1,650 | × | 0.00 | * | - | 1,650 |
| 0 | TRASH REMOVAL | wks | * | 20.00 | 9 | *: | 35.00 | | ∞ . | 54 |
| 1 | FINAL CLEANUP | SF | * | | 38 | *: | 0.00 | * | | (+ |
| 2 | SURVEYS/C. PNTS. | LOT | 1 | 3,000.00 | 3,000 | ± | 0.00 | • | | 3,000 |
| 3 | LAYOUT / B BOARDS | LOT | - | - | | 10 | 0.00 | | | 77 |
| ١ | JOB SITE SIGN | EA | 1 | 300.00 | 300 | 8 | 35.00 | 280 | | 580 |
| ; | | LOT | * | - | | (46 | 0.00 | | | 39 |
| , | TESTING | LOT | 1 | | 8 | 160 | 0.00 | * | | 29 |
| | SUB TOTA | 10711 | 0.04.05 | | \$ 6,041 | | [\$ | 7,882 | \$ 500 \$ | 14,42 |

PAGE 2 OF 2

TRADE: GENERAL CONDITIONS SCHEDULE: CONTRACT: 8 DAYS

TOTAL: \$

17,949

| | ITEM | | | MATER. | COST | 1 1 | | - | | |
|-----------|---|----------|--------------|--------------|-------|---------|-------------------|--------------------|-----------|----------|
| NO. 27 | 75110 55110 | UNIT | QTY. | UNIT | TOTAL | HRS. | ABOR COST RATE | TOTAL | OTHER DIR | LINE |
| 41 | TEMP. FENCING | LF | 120 | 4.50 | 540 | | 35.00 | TOTAL | | TOTAL 54 |
| 28 | SITE SECURITY | WKS | - | | | 390 | 0.00 | 4 | - | |
| 29 | REPRODUCTION | LOT | sec | | | | 0.00 | 10 | | 7.5 |
| 30 | SITE QUALITY & SAFETY CONTROL MATERIAL | MOS | 1.0 | 150.00 | 150 | ē | 0,00 | | | 15 |
| 31 | OFFICE TRAILER FURNITURE | LOT | | | 8.00 | - 2 | 0.00 | * | | |
| 32 | OFFICE TRAILER EQUIPMENT | LOT | 8 | | :•: | | 0.00 | * | | |
| 33 | Construction Drawing & Specs As-Built | LOT | 5 | | | | 0.00 | 22 | | |
| 34 | AS-BUILT DWGS- Elect. | LOT | | - | | | 0.00 | Fi. | 2 | |
| 35 | CPM SCHEDULE | MOS | | 9 | | | 0.00 | • | 3 | 3 |
| 6 | P.E. CERT PERMITS | LOT | | | | | | | * | 8 |
| 7 | MISC SITE RESTORE | LOT | | | | - 20 | 0.00 | | * | - |
| 8 | GIS SURVEY | LOT | | * | | 1.5 | 0,00 | :e: | * | ~ |
| 9 | (With Surveys/C. Points) | | ** | 6 | * | 220 | 0.00 | 201 | * | * |
| | HURRICANE PREP | LOT | 3 | * | * | 9. | 0.00 | 5 | | * |
| 1 | PARTNERING (Design Review Mtgs) | LOT | | * | * | :●): | 0.00 | 8.1 | | • |
| | CLOSE OUT EXPENSE | LOT | 22 | (* ? | +: | 14 | 0.00 | | | 100 |
| 2 | PAINT JOB TRAILER | LOT | | | | | 0.00 | 9 | | 140 |
| | | LOT | | | · · | 4 | 0.00 | | | |
| 1 | COLOR BOARDS | LOT | | = | ::- | : | 0.00 | | | |
| | I.D. BADGES | LOT | 8 | | | * | 0.00 | 2 | | |
| | EQUIP LAYOUT DWGS | LOT | · . | <u> </u> | | | 0.00 | | 77 | 200 |
| | PROGRESS PHOTOS | wĸ | | 2 | | | 0.00 | | | 31 |
| 1 | BUILDERS RISK | LOT | IN BID SUMM | ARY | | | 0.00 | | | |
| | PERMIT ALLOWANCE | LOT | IN BID SUMM | ARY | 1 | | | •< | * | - |
| | | LOT | IN BID SUMMA | 10000 P | | 1000 | 0.00 | ::•: | * | 2 |
| | | LOT | | 2000 | | | 0.00 | 3.0 | * | \$ |
| | | | IN BID SUMMA | ARY | | • | 0.00 | | * | * |
| | | .ОТ | 3 | 3 €7. | • | • | 0.00 | 3.00 | * | |
| | SUB TOTAL | | | \$ | 6,731 | | 8 | 7,882 \$ | 500 \$ | 15,113 |
| | S _i | ALES TAX | - Street | TALS \$ | 7,202 | T&I % 📗 | 30 S | 2,365 10,247 \$ | | 2,836 |

" 4/24/2020 DISTRIBUTION: RUSH FORM 102 (1/98): EX

WC, AF, ML, TS, CW

| | E; S. BREVARD CROSSOVE ATION: Brevard County, FL | | | REPAIRS GC: | | | ABLE OVER | | TOTAL: | \$ 4,387 |
|-------------|---|---------|-------|----------------|--------|--------|-----------|-------|------------|-----------------|
| | | 0 | | - | WOR | - | MOS | | | WKS |
| LINE NO. | ITEM | UNIT | QTY. | MATER. UNIT | TOTAL | HRS. | ABOR CO | TOTAL | OTHER DIR. | LINE TOTAL |
| 1 | PROJECT MANAGER | WKS | 4.3 | | | | 45.00 | 2,340 | | 2,64 |
| 2 | ASST PM | wks | 10 | S#8 | | * | 40.00 | 10.00 | | |
| 3 | EXECUTIVE LABOR COST | wks | (96) | - | | * | 42.00 | (W) | * | 196 |
| 4 | ESTIMATOR | wks | 4.3 | - | 20 | 9 | 42.00 | 378 | 120 | 378 |
| 5 | OFFICE SECRETARY | wks | 33 | | | | 0.00 | | | 820 |
| 6 | SCHEDULER | wks | (*) | | | * | 0.00 | (#Y | :=: | 745 |
| 7 | AUTOMOBILES/ TRUCKS | wks | 4.3 | 70.00 | 301 | | 0.00 | 427 | 4 | 301 |
| 8 | GAS/ OIL/ LUBRICATION | wks | 4.3 | 40.00 | 172 | | 0.00 | 350 | | 172 |
| 9 | PM TRAVEL | wks | 2 | | 90 | | 0.00 | := : | | :es: |
| 10 | WARRANTY EXPENSE (incl. equip. I.D. tags) | LOT | 34 | * | :XX | * | 0.00 | | 31 | 340 |
| 11 | POSTAGE | MOS | | 8 | (8) | 100 | 0.00 | ē | | (5) |
| 12 | OFFICE SUPPLIES | LOT | 1 | 200.00 | 100 | - | 0.00 | := | | 100 |
| 13 | OFFICE PHONES | MOS | 10 | 50.00 | 50 | 260 | 0.00 | := | | 50 |
| 14 | MISC FEES | LOT | 2 | ž. | 9 | - | 0,00 | 9 | | 9 |
| | SUB TOTAL | | | protein many | \$ 924 | OTRI W | \$ | 2,718 | \$ - | \$ 3,642 |
| | | SALES T | AV 70 | TOTALS | \$ 989 | PT&I % | \$ S | 3,398 | \$ = | 745 \$ 4,387 |

** 4/24/2020 DISTRIBUTION: RUSH FORM 102 (1/98): EX

WC, AF, ML, TS, CW.

RUSH Construction, the ATTACHMENT "W" TITLE: S. BREVARD CROSSOVERS LOCATION: Brevard County, FL

COST ESTIMATE BREAKDOWN NO. 1 PAGE 1 OF 2

Required per Specs Varies SF

TRADE: GENERAL CONDITIONS TOTAL: \$ 14,200 (add) to each) SCHEDULE: CONTRACT: 8 DAYS B21-37 REPAIRS GCs (Applied separately to each)

14,226

| INC | INE ITEM | | 771 | | | | WORK: | SCHEDULE: CONTRACT: 8 DAYS WORK: MOS | | | 4.0 WKS | | | |
|-----|--|------------|---------------|----------------|--------------|------------------|-----------|---|-----------|----------------|---------|--|--|--|
| NO. | HEM | UNIT | QTY. | MATER. | COST | L | ABOR COST | | OTHER DIR | LINE | | | | |
| 1 | SUPERVISION | WKS | 4.3 | UNIT 175.00 | TOTAL 753 | HRS. | RATE | TOTAL | COST | TOTAL | | | | |
| 2 | Valletina and an order of the control | 100000 | 4.5 | 175.00 | /03 | 172 | 42.00 | 7,224 | 100 | 7,9 | | | | |
| | ASST. SUPERINT. | wks | | 35.5 | ** | .06 | 0.00 | 2 | • | 100 | | | | |
| 3 | SPECIAL QC REQ. | LOT | ** | 9 | 170 | 3.83 | 0.00 | * | 100 | | | | | |
| 4 | SSHO MANAGER | wks | æ: | s. | · · | _ | 0.00 | | | | | | | |
| 5 | ESCORT | WKS | 380 | | 848 | | 0.00 | * | · · · | 39 | | | | |
| в | QUALITY & SAFETY CONTROL | wks | 4.3 | 25.00 | 108 | 9 | . 42.00 | 378 | | 41 | | | | |
| 7 | CQC MANAGER | WKS | | | | 38 | 0.00 | 2 . | | 71 | | | | |
| 8 | ASST QC REP | WKS | 9 | | | - | 0.00 | 2 | | | | | | |
| 9 | CLERK | WKS | | | | | 0.00 | | | 10 | | | | |
| 10 | SCHEDULER | WKS | | . | 2 | 8 | 0.00 | *: | | | | | | |
| 7 | AUTOMOBILES/ TRUCKS | wks | - | | - 5 | • | | 7:51 | | • | | | | |
| 1 | OFFICE/STORAGE UNIT | MOS | | | | • | 0.00 | :=: | * | | | | | |
| 2 | STOR TRAILERS | MOS | 8 | 300 | - 1 | • | 0.00 | 253 | * | * | | | | |
| - 1 | O THE PARTY OF THE | UN | * 1 | | | *1 | 35.00 | 91 | | * | | | | |
| 3 | FIELD TELEPHONE | MOS | 1,0 | 50.00 | 50 | 3 2 8 | 0,00 | 3 | | 5 | | | | |
| 4 | POWER Generator | MOS | 180 | 3 | 165 | | 0.00 | | 24 | | | | | |
| 5 | TEMP. WATER Hydrant Meter | MOS | | 4 | | ~ | 0.00 | · · | | 2 | | | | |
| 3 | | wks | 4.3 | 10.00 | 43 | | 0.00 | - | 0.00 | 4 | | | | |
| ١. | TEMP. TOILETS | MOS | 1.0 | 125.00 | 125 | | 0.00 | | | 12 | | | | |
| | | MOS | | | . 1 | | 0.00 | | | 14 | | | | |
| ľ | DUMPSTERS | UN EA | 3.0 | 560.00 | 1,850 | | | | * | - | | | | |
| | TRASH REMOVAL | NKS | | | - | • | 0.00 | * | | 1,65 | | | | |
| | FINAL CLEANUP | | <u> </u> | | 8- | • | 35.00 | 5 | 4 | (*) | | | | |
| | | SF | | * | * | • | 0.00 | | | 381 | | | | |
| | NOT REQUIRED | LOT | * | 380 | | * | 0.00 | ş () | | ; * | | | | |
| 1 | | LOT | - | 955 | | \times | 0,00 | | | æ | | | | |
| | | EA | 1 | 300.00 | 300 | 8 | 35,00 | 280 | | 586 | | | | |
| 1 | | \$. .01 | 9. 9 2 | (#) | | | 0.00 | | | 3 | | | | |
| | TESTING | .от | 1 | | *: | | 0.00 | | : | | | | | |
| _ | SUB TOTAL | STHISP | AGE | S | 3,029 | | [\$ | 7,882 \$ | | | | | | |

1

PAGE 2 OF 2

TRADE : GENERAL CONDITIONS SCHEDULE: CONTRACT; 8 DAYS

TOTAL: \$ 14,228

| 27 28 | ITEM | large cond | | | | | | | | LINE |
|----------|---|------------|-------------|---------|-------|---|-------|-------|----------------|---------------------------|
| | | UNIT | QTY. | MATER. | TOTAL | HRS. | RATE | TOTAL | OTHER DIR | LINE |
| 28 | TEMP. FENCING | LF | 120 | 4.50 | 540 | | 35.00 | • | • | 540 |
| 20 | SITE SECURITY | wks | * | ±: 1 | .00 | 3 <u>e</u> | 0.00 | * | 808 | 5 * 8 |
| 29 | REPRODUCTION | LOT | 8 | 16 | | 1 15 | 0.00 | ¥ | >. | 327 |
| 30 | SITE QUALITY & SAFETY CONTROL MATERIAL OFFICE TRAILER | MOS | 1.0 | 150.00 | 150 | 12 | 0.00 | 75 | • | 150 |
| 31 | FURNITURE | LOT | ** | 100 | 140 | * | 0.00 | ₹ | | 940 |
| 32 | OFFICE TRAILER EQUIPMENT | LOT | | | 380 | × | 0.00 | × | | (*) |
| 33 | CONSTRUCTION DRAWING & SPECS AS-BUILT | LOT | | s*1 | (e) | × | 42.00 | | э. | 36 |
| 34 | AS-BUILT DWGS- Elect. | LOT | e*s | 9. | : * | | 0,00 | * | | (*) |
| 35 | CPM SCHEDULE | MOS | 3 | | | ÷ | 0.00 | 7/ | | 35.0 |
| 36 | P.E. CERT - PERMITS | LOT | 925 | 9 | 3 | 9 | 0.00 | 148 | 3 | |
| 37 | MISC SITE RESTORE | LOT | * | - | 8 | - | 0.00 | - | - | 74 |
| 38 | GIS SURVEY (With Surveys/C. Points) | LOT | 91 | æ | | * | 0.00 | l#: | - | 64 |
| 39 | HURRICANE PREP | LOT | | - | | *: | 0.00 | (€) | - | 19 |
| 10 | PARTNERING (Design Review Mtgs) | LOT | : | 8 | 3. | 5 1 | 0.00 | | | * |
| 11 | CLOSE OUT EXPENSE | LOT | * | * | * | | 0.00 | 996 | - | 5 2 |
| 12 | PAINT JOB TRAILER | LOT | * | * | | ±2 | 0.00 | 8€8 | * | : |
| 13 | | LOT | ~ | - | ¥ | 365 | 0 00 | (47 | = | 2 |
| 4 | COLOR BOARDS | LOT | | * | * | 100 | 0.00 | * | 9 | |
| 5 | I.D. BADGES | LOT | | * | | | 0.00 | 140 | * | (* |
| 6 | EQUIP LAYOUT DWGS | LOT | | * | 2 | : : :::::::::::::::::::::::::::::::::: | 0.00 | 868 | - | * |
| 7 | PROGRESS PHOTOS | WK | 8. | 5 | | 300 | 0.00 | #1. | * | |
| 8 | BUILDERS RISK | LOT | IN BID SUMM | ARY | | • | 0.00 | * | 8 | * |
| 9 | PERMIT ALLOWANCE | LOT | IN BID SUMM | ARY | | 3 | 0.00 | 9 | 8 | 3 |
| 0 | P&P BOND | LOT | IN BID SUMM | ARY | | 20 | 0.00 | 14 | - | 9 |
| 1 | G/L Insurance | LOT | IN BID SUMM | ARY | | 100 | 0.00 | * | 2 | 8 |
| 2 | ACCESS ROAD | LOT | 12: | * | v# | 74 | 0.00 | = | - 1 | 1 |
| | SUB TOTAL | S PAGE | AX % | TALS \$ | 280 | PT&I % 4. | . 130 | 2,365 | s - s s - s | 11,601 2,625 14,226 |

** 4/24/2020 DISTRIBUTION: RUSH FORM 102 (1/98): EX

WC, AF, ML, TS, CW

ATTACHMENT "J"

CERTIFICATE OF SUBSTANTIAL COMPLETION

ATTACHMENT "K"

CERTIFICATE OF FINAL COMPLETION

PROJECT NO. & TITLE: ARCHITECT: CONTRACT DATE:

CONTRACTOR: DATE OF FINAL COMPLETIONS

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 Fit | rm Name: | By: _ | | |
|---------|--|-------|-------|-------------|
| то ве | COMPLETED BY ARCHITECT/ENGINEER: | | DATE: | DAYS: |
| THRO | UGH 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 Betwee Original Contract S.C. and Final Contract S.C.) | een | | |
| 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 | E) | | |
| 6. | Substantial Completion Overrun (Subtract Line 4 fr 5 and Enter Overrun) | om | | |
| THRO | UGH 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 Comple 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) | | | |
| Archite | ect: | | Date: | |
| Projec | at Manager: | | Date: | 1 |
| Facilit | ies Construction Manager: | | Date: | |
| | | | | 6 |

ATTACHMENT "L"

ALLOWABLE COSTS, OVERHEAD

DESCRIPTION

EST

UNIT QUANTITY UNITS COST

VALUE

BUDGET QUANTITY QUANTITY TO DATE

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

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.

| STAT COUI | TE OF FLORIDA NTY OF Brevard | | |
|--------------|--|---|--|
| (| BEFORE ME, the undersig | ned authority, , who, | personally appeared being by me first duly |
| sworr | n, made the following statement: | | |
| 1. | The Business address of <u>FUSH</u> Cobidder or contractor) is <u>6285</u> Five | nstruction, Inc extremt Center FL 32780 | Boulevard, (name of |
| 2. | My relationship to <u>FUSH</u> Conbidder or contractor) is <u>President</u> such as sole proprietor, partner, pres | struction, Inc | (name of trelationship |

- 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. <u>Lus H Construction, Inc.</u> (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. <u>Push Construction</u>, <u>Inc.</u> (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. <u>215.473</u>, Florida Statutes.
- 7. Fush Construction, Inc. (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

| Hand | 1/1/ | |
|---------|---------|-----------------|
| Signa | | Mesiden+ \$ CEO |
| WILLIAM | UNIVERS | MESIGNAL A COO |

Sworn to and subscribed before me in the state and county first mentioned above on the ______, 20 21.

Notary Public

(affix seal)

My commission expires:

Notary Public State of Florida
Laurie Sollis
My Commission GG 354861
Expires 08/06/2023

ATTACHMENT "P"

MINORITY EMPLOYMENT INFORMATION

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

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

| Please | e fill out and sign one (1) of the following statements. | |
|--|---|---|
| 1 | My Company or subcontractors are required to submit and they are attached. | the EEO Form 1 Report |
| | Company Name: Signature: | Date: |
| 2. | My Company or subcontractors are not required to subReport. | omit the EEO Form 1 |
| | Company Name Push Construction, Inc. Signature: | Date: 6/17/2021 |
| | PUBLIC ENTITY CRIME ACKNOWLED | GMENT |
| convid provid contra work, entity, consu any processes | son or affiliate who has been placed on the conviction for a public entity crime may not submit a bid/quote goods or services to a public entity, may not submit act with a public entity for the construction or repair of may not submit bids/quotes/proposals on leases of may not be awarded or perform work as a contractor litant under a contract with any public entity, and may ublic entity in excess of the threshold amount providing Two (\$15,000) for a period of thirty six (36) more | te/proposal on a contract to t a bid/quote/proposal on a f a public building or public rental property to a public , supplier, subcontractor, or not transact business with led in Section 287.017, for |
| • | | 11 4 1 |
| • | | Milletin |
| contra work, entity, consu any po Catego placed | nct with a public entity for the construction or repair of may not submit bids/quotes/proposals on leases of may not be awarded or perform work as a contractor litant under a contract with any public entity, and may ublic entity in excess of the threshold amount providing ory Two (\$15,000) for a period of thirty six (36) more on the convicted vendor list. Any Name: Lost Construction, Inc. | f a public building or public rental property to a public, supplier, subcontractor, or not transact business with led in Section 287.017, for other from the date of being |

71

ATTACHMENT "Q"

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

| State of F | |
|-----------------------------------|--|
| Willia | M Chivers , being duly sworn, deposes and says that: |
| (1) Aff | fiant is <u>Presiden+</u> of <u>Rush Construction, Inc.</u> , the Bidder at has submitted a bid/quote/proposal; |
| (2) Afi | fiant is fully informed respecting the preparation and contents of the discontinuous d |
| (3) Su | ich bid/quote/proposal is genuine and is not a collusive or sham l/quote/proposal; |
| (4) Ne rep wa Bio cor | wither the said Bidder nor any of its officers, partners, Countys, agents, presentatives, employees or parties in interest, including this affiant, has in any colluded, conspired, connived or agreed, directly or indirectly with any other ider, firm or person to submit a collusive or sham bid/quote/proposal in nection with the Contract for which the bid/quote/proposal has been |
| sur any dire cor | omitted or to refrain from bidding in connection with such Contract, or has in manner, directly or indirectly, sought by Contract, or has in any manner, ectly or indirectly, sought by the agreement or collusion or communication or inference with any other bidder, firm or person to fix the price or prices in the |
| ele oth unl | /quote/proposal or of any other Bidder, or to fix any overhead, profit or cost ment of the bid/quote/proposal price or the bid/quote/proposal price of any er bidder, or to secure through any collusion, conspiracy, connivance or awful agreement any advantage against the Board of County Commissioners Brevard County, Florida, or any person interested in the Contract; and |
| (5) Ine | price or prices negotiated for the bid/quote/proposal are fair and proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement the part of the Bidder or any of its agents, representatives, Countys, |
| em | ployees, or parties of interest, including affiant. |
| Signature | William Chivers |
| • | 1+ \$ CEO |
| Sub | escribed and sworn to before me this <u>17</u> day of <u>June</u> , 20 <u>21</u> . Notary Public |
| My Commi | ission expires: Notary Public State of Florida Laurie Solis My Commission GG 354651 |