

Meeting Date  
**SEPTEMBER 26, 2017**



| AGENDA   |                       |
|----------|-----------------------|
| Section  | <b>PUBLIC HEARING</b> |
| Item No. | I.A.4                 |

**AGENDA REPORT**  
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

|              |   |
|--------------|---|
| SUBJECT:     | <b>DISCUSSION AND ADOPTION OF THE COUNTY'S FINAL BUDGET RESOLUTION FOR FY 2017-2018</b> |
| DEPT/OFFICE: | BUDGET OFFICE   |

Requested Action:  
 It is recommended that the Board of County Commissioners discuss and adopt the attached resolution establishing the final budget for FY 2017-2018 and authorize the Chairman to sign the Resolution.

Summary Explanation & Background:  
 Budget Office personnel will read into record the County's FY 2017-2018 Budget Resolution. This resolution provides the documentation that permits the Budget Office to enter the final budget into the general records of the County.

**Financial Impact:**

|                                       |                               |
|---------------------------------------|-------------------------------|
| Operating Budget:                     | \$518,396,243                 |
| Capital Improvements Program:         | \$191,082,467                 |
| Reserves, Transfers and Debt Service: | <u>\$461,225,649</u>          |
| <b>Total:</b>                         | <b><u>\$1,170,704,359</u></b> |

Clerk to the Board instruction: **Maintain necessary documents for records retention.**

Exhibits Attached: **Resolution adopting Final Budget for FY 2017-2018**

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

County Manager  
 Frank Abbate *[Signature]*

Department Director / Extension  
 Jill Hayes/52857 *[Signature]*



BOARD OF COUNTY COMMISSIONERS

Utility Services Department

2725 Judge Fran Jamieson Way

Building A, Room 213

Viera, Florida 32940

## Inter-Office Memo

TO: Commissioner Rita Pritchett, Chair

FROM: James Helmer, Utility Services Director

DATE: August 21, 2018

SUBJ: Execution of Utility Services CIP Construction Contract:  
Barefoot Bay Water Treatment Plant Ground Storage Tank Replacement  
Bid No. B-7-18-62

On September 26, 2017, the Brevard County Board of County Commissioners voted to approve the Capital Improvement Projects (CIP) plan as identified by Utility Services for Fiscal Year (FY) 2018. After bids were opened for the project referenced above, Crom, LLC was confirmed to be the lowest responsive and responsible, pre-qualified bidder.

Accordingly, the contractor was asked to execute the original contract documents, provide the required performance and payment bonds, and provide insurance certificates fulfilling the contract requirements. The Risk Manager was then asked to review the insurance certificates for compliance. The County Attorney, prior to bid advertisement, had been asked to approve the contract, and has now signed each original contract copy as required. The approvals of both the Risk Manager and the County Attorney are also documented on the attached copy of the Initial Contract Form.

Attached, please find five (5) original copies of the contract for the project. Prior to contract execution, this contract was approved by the County Attorney. Please execute each original where indicated. In addition, the Initial Contract and Approval Form have been included in this package for your review. Upon completion, please return all of the originals to this Department and we will forward them to the Clerk for attestation.

If you have any questions, please notify me at 633-2091. Thank you for your assistance.

Attachments:

(5) Original Contracts

Copy of Initial Contract Review and Approval Form

Copy of FY 2017-2018 Budget Approval Memorandum

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

# INITIAL CONTRACT REVIEW AND APPROVAL FORM

## SECTION I - GENERAL INFORMATION

|  |  |
|--|--|
| <b>1. Contractor:</b> Crom LLC   |  |
| <b>2. Fund/Account #:</b> 4254/365440  | <b>3. Department Name:</b> Utility Services  |
| <b>4. Contract Description:</b> Barefoot Bay Water Treatment Plant Ground Storage Tank Replacement |  |
| <b>5. Contract Monitor:</b> Jennifer Thomas  | <b>7. Contract Type:</b><br><br>CONSTRUCTION |
| <b>6. Dept/Office Director:</b> James Helmer   |  |

## SECTION II – REVIEW AND APPROVAL TO ADVERTISE

| <u>COUNTY OFFICE</u> | <u>APPROVAL</u>                     |                          | <u>SIGNATURE</u>  | <u>DATE</u> |
|----------------------|-------------------------------------|--------------------------|---|-------------|
|                      | <u>YES</u>                          | <u>NO</u>                |   |             |
| User Agency          | <input checked="" type="checkbox"/> | <input type="checkbox"/> | James Helmer<br><small>Digitally signed by James Helmer<br/>DN: cn=James Helmer, o=Utility Services<br/>email=jhelmer@brevard.gov, c=US<br/>Date: 2018.04.19 11:04:11 -0400</small>   | 04/19/2018  |
| Risk Management      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Matt Lairsey<br><small>Digitally signed by Matt Lairsey<br/>DN: cn=Matt Lairsey, o=County of Brevard<br/>email=mlairsey@brevard.gov, c=US<br/>Date: 2018.04.19 11:04:11 -0400</small> | 04/19/2018  |
| County Attorney      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Diana Yuan<br><small>Digitally signed by Diana Yuan<br/>DN: cn=Diana Yuan, o=County of Brevard<br/>email=dyuan@brevard.gov, c=US<br/>Date: 2018.04.26 13:37:38 -0400</small>          | 04/26/2018  |

## SECTION III – REVIEW AND APPROVAL TO EXECUTE

| <u>COUNTY OFFICE</u> | <u>APPROVAL</u>                     |                          | <u>SIGNATURE</u>  | <u>DATE</u> |
|----------------------|-------------------------------------|--------------------------|---|-------------|
|                      | <u>YES</u>                          | <u>NO</u>                |   |             |
| User Agency          | <input checked="" type="checkbox"/> | <input type="checkbox"/> | James Helmer<br><small>Digitally signed by James Helmer<br/>DN: cn=James Helmer, o=Utility Services<br/>email=jhelmer@brevard.gov, c=US<br/>Date: 2018.08.14 10:30:00 -0400</small>   | 08/14/2018  |
| Risk Management      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Matt Lairsey<br><small>Digitally signed by Matt Lairsey<br/>DN: cn=Matt Lairsey, o=County of Brevard<br/>email=mlairsey@brevard.gov, c=US<br/>Date: 2018.08.14 10:30:00 -0400</small> | 08/14/2018  |
| County Attorney      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Soss, Matthew<br><small>Digitally signed by Soss, Matthew<br/>Date: 2018.08.16 14:12:32 -0400</small>   | 08/16/2018  |

## SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

# INITIAL CONTRACT REVIEW AND APPROVAL FORM

## SECTION I - GENERAL INFORMATION

|  |                                      |
|--|--------------------------------------|
| 1. Contractor: Hinterland Group, Inc.  |                                      |
| 2. Fund/Account #: 4153/365310   | 3. Department Name: Utility Services |
| 4. Contract Description: Sykes Creek Regional WWTF RAS/WAS Pumping System Rehabilitation |                                      |
| 5. Contract Monitor: Jennifer Thomas   | 7. Contract Type:                    |
| 6. Dept/Office Director: James Helmer  | CONSTRUCTION                         |

## SECTION II - REVIEW AND APPROVAL TO ADVERTISE

| COUNTY OFFICE   | APPROVAL                            |                          | SIGNATURE  | DATE       |
|-----------------|-------------------------------------|--------------------------|--|------------|
|                 | YES                                 | NO                       |  |            |
| User Agency     | <input checked="" type="checkbox"/> | <input type="checkbox"/> | James Helmer<br><small>Digitally signed by James Helmer<br/>DN: cn=James Helmer, o=Utility Services,<br/>ou=Management, email=jhelmer@brevard.com, c=US<br/>Date: 2018.04.25 13:28:00Z</small>     | 04/25/2018 |
| Risk Management | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Matt Lairsey<br><small>Digitally signed by Matt Lairsey<br/>DN: cn=Matt Lairsey, o=Utility Services,<br/>ou=Management, email=mlairsey@brevard.com, c=US<br/>Date: 2018.04.25 13:28:00Z</small>    | 04/25/2018 |
| County Attorney | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Diana Yuan<br><small>Digitally signed by Diana Yuan<br/>DN: cn=Diana Yuan, o=US, ou=County Board of County<br/>Commissioners, email=dyuan@brevard.com, c=US<br/>Date: 2018.04.27 13:47:00Z</small> | 04/27/2018 |

## SECTION III - REVIEW AND APPROVAL TO EXECUTE

| COUNTY OFFICE   | APPROVAL                            |                          | SIGNATURE   | DATE       |
|-----------------|-------------------------------------|--------------------------|---|------------|
|                 | YES                                 | NO                       |   |            |
| User Agency     | <input checked="" type="checkbox"/> | <input type="checkbox"/> | James Helmer<br><small>Digitally signed by James Helmer<br/>DN: cn=James Helmer, o=Utility Services,<br/>ou=Management, email=jhelmer@brevard.com, c=US<br/>Date: 2018.08.14 13:09:00Z</small>  | 08/14/2018 |
| Risk Management | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Matt Lairsey<br><small>Digitally signed by Matt Lairsey<br/>DN: cn=Matt Lairsey, o=Utility Services,<br/>ou=Management, email=mlairsey@brevard.com, c=US<br/>Date: 2018.08.27 13:09:00Z</small> | 08/27/2018 |
| County Attorney | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Soss, Matthew<br><small>Digitally signed by Soss, Matthew<br/>Date: 2018.08.24 13:18:56 -0400</small>   | 08/24/2018 |

## SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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



BOARD OF COUNTY COMMISSIONERS

**Utility Services Department**

2725 Judge Fran Jamieson Way

Building A, Room 213

Viera, Florida 32940

**Inter-Office Memo**

TO: Commissioner Rita Pritchett, Chair

FROM: James Helmer, Utility Services Director 

DATE: August 29, 2018

SUBJ: Execution of Utility Services CIP Construction Contract:  
Sykes Creek Regional WWTF RAS/WAS Pumping System Rehabilitation  
Bid No. B-7-18-66

On September 26, 2017, the Brevard County Board of County Commissioners voted to approve the Capital Improvement Projects (CIP) plan as identified by Utility Services for Fiscal Year (FY) 2018. After bids were opened for the project referenced above, Hinterland Group, Inc. was confirmed to be the lowest responsive and responsible, pre-qualified bidder.

Accordingly, the contractor was asked to execute the original contract documents, provide the required performance and payment bonds, and provide insurance certificates fulfilling the contract requirements. The Risk Manager was then asked to review the insurance certificates for compliance. The County Attorney, prior to bid advertisement, had been asked to approve the contract, and has now signed each original contract copy as required. The approvals of both the Risk Manager and the County Attorney are also documented on the attached copy of the Initial Contract Form.

Attached, please find five (5) original copies of the contract for the project. Prior to contract execution, this contract was approved by the County Attorney. Please execute each original where indicated. Upon completion, please return all of the originals to this Department and we will forward them to the Clerk for attestation.

If you have any questions, please notify me at 633-2091. Thank you for your assistance.

Attachments



September 27, 2017

**M E M O R A N D U M**

**TO:** Jill Hayes, Budget Office Director

**RE:** Item I.A.4., Discussion and Adoption of the County's Final Budget Resolution for FY 2017-2018

The Board of County Commissioners, in special session on September 26, 2017, adopted Resolution No. 17-173, establishing the final budget for FY 2017-2018. Enclosed is a certified copy of the Resolution for your action.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*for Denna Scott*  
for Tammy Rowe, Deputy Clerk

/kp

Encl. (1)

cc: Finance

RESOLUTION NO. 17- 173

A RESOLUTION TO ADOPT A FINAL BUDGET PURSUANT TO CHAPTER 200, FLORIDA STATUTES, AUTHORIZING THE BOARD OF COUNTY COMMISSIONERS TO ADOPT THE FINAL OPERATING AND CAPITAL BUDGET FOR FISCAL YEAR 2017-2018 AND PROVIDING FOR AN EFFECTIVE DATE.

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WHEREAS, Section 200.065, Florida Statutes, as amended, requires that the Board of County Commissioners of Brevard County, Florida, adopt a resolution establishing a budget for the ensuing fiscal year; and

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

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

1. This Resolution is hereby adopted under the provisions of Section 200.065, Florida Statutes, as amended.
2. The Board of County Commissioners, Brevard County, Florida, as taxing and governing authority, does hereby adopt an operating and capital budget for the fiscal year beginning October 1, 2017 and ending September 30, 2018 in the amount of \$1,170,704,359.
3. A certified copy of this Resolution shall be filed with the Property Appraiser and the Tax Collector of Brevard County, Florida, and the Department of Revenue of the State of Florida.

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

DONE, ORDERED AND ADOPTED, THIS 26th DAY OF SEPTEMBER, A.D., 2017.

ATTEST:



\_\_\_\_\_

Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA

By:  \_\_\_\_\_

Curt Smith, Chairman

As approved by the Board on September 26, 2017.

SECTION 00500

CONTRACT

THIS CONTRACT, made and entered into this 2 day of August 2018 by and between the Brevard County, Florida Board of County Commissioners, a political subdivision of the State of Florida (hereinafter called the Owner), and CROM, LLC, a Florida Limited Liability Company doing  
(Describe form of Ownership)

business at 250 SW 36th Terrace Gainesville, FL 32607 (hereinafter called the  
"Contractor"). (Address)

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1.01 SCOPE OF THE WORK

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work shown on the Drawings and described in the Specifications entitled,

**Barefoot Bay Water Treatment Plant Ground Storage Tank Replacement**

as prepared by Wade Trim, Inc., acting as, and in the Contract Documents entitled, the Engineer, and shall do everything required by this Contract and the other Contract Documents.

1.02 THE CONTRACT SUM

- A. The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, as follows:
- B. Based upon the price shown in the Contractor's Bid heretofore submitted to the Owner, which Bid is a part of these Contract Documents, the aggregate amount of this Contract is the sum of One million and four thousand and two hundred dollars (\$ 1,004,200.00).

1.03 COMMENCEMENT AND COMPLETION OF WORK

- A. The Contractor shall commence work within 10 calendar days after the start of the Contract Time identified on the Notice to Proceed.
- B. The Contractor shall prosecute the Work with faithfulness and diligence and shall complete the Work no later than 210 days after the date specified in the Notice to Proceed.

1.04 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that Contractor has carefully examined the surface of the site and has made sufficient reasonable test holes, or other surface and subsurface investigations and is fully satisfied that said site is a correct and suitable one for this work and Contractor assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the Owner than against the Contractor and Contractor's Surety.
- B. Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the Owner and such decision shall be final and binding upon all parties. If the ambiguity or uncertainty could have been identified during the Bidding process, such discrepancy or inconsistency shall not serve as a claim for additional time or money.
- C. It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the Owner, or by any agent or representative as being in compliance with the terms of this Contract or with the Drawings, and Specifications covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, or the Drawings and Specifications covering said work; and that the Owner may require the Contractor and Surety to strictly comply with this Contract and the Drawings and Specifications; and that the Owner may require the Contractor and the Surety to repair, replace, restore any and all of said work and materials which within a period of two years from and after the date of the acceptance of work are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to material or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. Failure on the part of the Contractor or Contractor's Surety, immediately after Notice to either repair or replace any such defective materials and workmanship shall entitle the Owner, if the Owner sees fit, to replace or repair the same and recover the reasonable cost of such replacement or repair from the Contractor and Surety who, shall in any event be jointly and severally liable to the Owner by reason of the Contractor's breach of this Contract or Contractor's failure to comply strictly with this Contract and with the Drawings and Specifications.

1.05 LIQUIDATED DAMAGES

- A. Both parties recognize that precise actual damages for delay are impossible to determine. The parties therefore agree to fix liquidated damages for delay in the Substantial Completion of the Project, as that term is more fully defined in Section 00700 of this Contract. **As a condition precedent to the issuance of the Notice to Proceed, a written addendum setting forth a reasonable date by which the Contractor must realize Substantial Completion shall be executed by the Contractor and the Owner. The reasonable Substantial Completion date set forth in the addendum shall be determined by the Owner's Engineer after consultation with the Contractor.**

On the Substantial Completion date, or such revised Substantial Completion date of the Project as

may occur because of an authorized written Change Order of contract time for Substantial Completion, all essential elements of the Project must be ready for their intended use. Therefore, the agreed upon liquidated damages for failure to substantially complete the essential elements of the Project by the Substantial Completion date shall be \$100.00 per day for each calendar day of delay in the Substantial Completion of the work, beyond the Substantial Completion date, up to but not including the date the Project is deemed substantially complete by the Owner's Engineer.

- B. The liquidated damages for delay in the completion or construction of non-essential elements of the Project after the date of Substantial Completion is fixed at \$75.00 per calendar day.
- C. Final completion must occur within 14 days after the Project is deemed substantially complete by the Owner's Engineer. The liquidated damages for delay of final completion of the Project beyond the established date are fixed at \$50.00 per calendar day.
- D. This liquidated damages clause applies only to delay claims arising out of the Contractor's failure to timely perform the work required under the Contract. Nothing in this liquidated damages provision shall be deemed to preclude the prosecution of a claim for actual damages involving defects in the work, breach of contract or any other claim for damages not involving a claim based solely on delay caused by the Contractor's untimely performance of the work.
- E. For each day that any part of the work remains uncompleted after the expiration of the time allowed for completion of the work stipulated in the Contract or as increased by an authorized written Change Order, the sum per day set forth in the applicable subparagraph A, B or C above, shall be deducted from any moneys due the Contractor, or if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the Surety, or from both. The amount of these deductions are to cover liquidated damages to the Owner incurred by additional and other expenses due to the failure of the Contractor to complete the work or any part of the work within the completion time specified in subparagraph A, B or C, whichever is applicable, and such deductions are not to be considered as penalties.

#### 1.06 PARTIAL AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:

- A. The Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner's Engineer, pursuant to provisions of Section 219.70, Florida Statutes, Florida Prompt Payment Act, less five percent (5%) of the amount of such estimate which is to be retained by the Owner until all work has been performed strictly in accordance with this Contract and until such work has been accepted by the Owner. The Owner shall not be responsible for payment to the Contractor for delays.
- B. Upon receipt of the payment bond Surety's written consent to the release of final payment to the Contractor who has furnished and recorded a payment bond and after all guarantees that may be required in the specifications have been furnished and are found acceptable by the Owner, final payment on account of this Contract shall be made within twenty (20) days after completion by the Contractor of all work covered by this Contract and acceptance of such work by the Owner. If

the payment bond surety serves a written revocation of consent to payment or a written direction that the COUNTY withhold a specified amount from a payment, the COUNTY shall withhold from the final payment the amount specified by the payment bond Surety.

1.07 ADDITIONAL BOND

- A. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the Performance and Payment Bonds hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the Work, the Contractor shall, at Contractor's expense, and within three days after the receipt of Notice from the Owner to do so, furnish an additional bond or bonds, in such form and amount, and with such sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

1.08 CONTRACT DOCUMENTS

- A. The Contract Documents are those referenced in Section 00700 of the Contract in Article 1 entitled "Definitions", as set forth in the Instructions to Bidders, which may or may not be attached hereto, and such contract documents also include any approved and fully executed change or task orders. All of the above described contract documents are incorporated as a part of this Contract as if set forth in full herein.

IN WITNESS WHEREOF the parties hereto have executed this Contract on the dates indicated below:\*

Attest:

Board of County Commissioners of  
Brevard County, Florida (Owner)

  
\_\_\_\_\_  
Scott Ellis, Clerk

By:   
\_\_\_\_\_  
Rita Pritchett, Chair

Date: \_\_\_\_\_

Seal

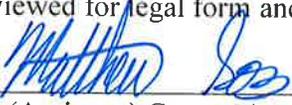
As approved by the Board on:

September 26, 2017.

CROM, LLC  
\_\_\_\_\_  
Contractor

Date: August 2, 2018  
\_\_\_\_\_

By: ROBERT G. OJENARTE  
\_\_\_\_\_  
(Printed Name)

Reviewed for legal form and content:  
  
\_\_\_\_\_  
(Assistant) County Attorney

Signature:   
\_\_\_\_\_

Title: PRESIDENT  
\_\_\_\_\_

\_\_\_\_\_  
(Seal)

(\* ) In the event that the Contractor is a Corporation, there shall be attached to the Contract a certified copy of a resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf.

CERTIFICATE

STATE OF FLORIDA

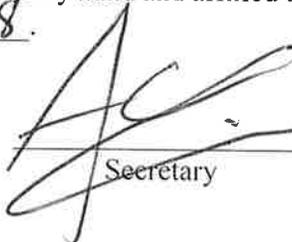
COUNTY OF Alachua

I HEREBY CERTIFY that a meeting of the Board of Directors of CROM, LLC, a Corporation under the laws of the State of Florida, held on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and adopted:

“RESOLVED, that \_\_\_\_\_, as \_\_\_\_\_ President of the Corporation, be and he is hereby authorized to execute the Contract dated August 2, 2018, also known as “Barefoot Bay Water Treatment Plant Ground Storage Tank Replacement”, between BREVARD COUNTY, FLORIDA, and this Corporation, and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 9<sup>th</sup> day of AUGUST, 2018.

  
Secretary ALEX CASCA

END OF SECTION

SECTION 00500

CONTRACT

THIS CONTRACT, made and entered into this 6th day of August, 2018 by and between the Brevard County, Florida Board of County Commissioners, a political subdivision of the State of Florida (hereinafter called the Owner), and Hinterland Group, Inc., a Florida Corporation doing business at 2051 West Blue Heron Boulevard, Riviera Beach, Florida 33404 (hereinafter called the "Contractor").

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1.01 SCOPE OF THE WORK

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work shown on the Drawings and described in the Specifications entitled,

**SYKES CREEK REGIONAL WWTF RAS/WAS PUMPING SYSTEM REHABILITATION**

as prepared by Jones Edmunds & Associates, Inc., acting as, and in the Contract Documents entitled, the Engineer, and shall do everything required by this Contract and the other Contract Documents.

1.02 THE CONTRACT SUM

- A. The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, as follows:
- B. Based upon the price shown in the Contractor's Bid heretofore submitted to the Owner, which Bid is a part of these Contract Documents, the aggregate amount of this Contract is the sum of One Million Thirty Thousand Dollars (\$1,030,000).

1.03 COMMENCEMENT AND COMPLETION OF WORK

- A. The Contractor shall commence work within 10 calendar days after the start of the Contract Time identified on the Notice to Proceed.
- B. The Contractor shall prosecute the Work with faithfulness and diligence and shall complete the Work no later than 180 days after the date specified in the Notice to Proceed.

1.04 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that Contractor has carefully examined the surface of the site and has made sufficient reasonable test holes, or other surface and subsurface investigations and is fully satisfied that said site is a correct and suitable one for this work and Contractor assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the Owner than against the Contractor and Contractor's Surety.
- B. Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the Owner and such decision shall be final and binding upon all parties. If the ambiguity or uncertainty could have been identified during the Bidding process, such discrepancy or inconsistency shall not serve as a claim for additional time or money.
- C. It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the Owner, or by any agent or representative as being in compliance with the terms of this Contract or with the Drawings, and Specifications covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, or the Drawings and Specifications covering said work; and that the Owner may require the Contractor and Surety to strictly comply with this Contract and the Drawings and Specifications; and that the Owner may require the Contractor and the Surety to repair, replace, restore any and all of said work and materials which within a period of two years from and after the date of the acceptance of work are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to material or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. Failure on the part of the Contractor or Contractor's Surety, immediately after Notice to either repair or replace any such defective materials and workmanship shall entitle the Owner, if the Owner sees fit, to replace or repair the same and recover the reasonable cost of such replacement or repair from the Contractor and Surety who, shall in any event be jointly and severally liable to the Owner by reason of the Contractor's breach of this Contract or Contractor's failure to comply strictly with this Contract and with the Drawings and Specifications.

1.05 LIQUIDATED DAMAGES

- A. Both parties recognize that precise actual damages for delay are impossible to determine. The parties therefore agree to fix liquidated damages for delay in the Substantial Completion of the Project, as that term is more fully defined in Section 00700 of this Contract. **As a condition precedent to the issuance of the Notice to Proceed, a written addendum setting forth a reasonable date by which the Contractor must realize Substantial Completion shall be executed by the Contractor and the Owner. The reasonable Substantial Completion date set forth in the addendum shall be determined by the Owner's Engineer after consultation with the Contractor.**

On the Substantial Completion date, or such revised Substantial Completion date of the Project as may occur because of an authorized written Change Order of contract time for Substantial Completion, all essential elements of the Project must be ready for their intended use. Therefore, the agreed upon liquidated damages for failure to substantially complete the essential elements of the Project by the Substantial Completion date shall be \$100.00 per day for each calendar day of delay in the Substantial Completion of the work, beyond the Substantial Completion date, up to but not including the date the Project is deemed substantially complete by the Owner's Engineer.

- B. The liquidated damages for delay in the completion or construction of non-essential elements of the Project after the date of Substantial Completion is fixed at \$75.00 per calendar day.
- C. Final completion must occur within 14 days after the Project is deemed substantially complete by the Owner's Engineer. The liquidated damages for delay of final completion of the Project beyond the established date are fixed at \$50.00 per calendar day.
- D. This liquidated damages clause applies only to delay claims arising out of the Contractor's failure to timely perform the work required under the Contract. Nothing in this liquidated damages provision shall be deemed to preclude the prosecution of a claim for actual damages involving defects in the work, breach of contract or any other claim for damages not involving a claim based solely on delay caused by the Contractor's untimely performance of the work.
- E. For each day that any part of the work remains uncompleted after the expiration of the time allowed for completion of the work stipulated in the Contract or as increased by an authorized written Change Order, the sum per day set forth in the applicable subparagraph A, B or C above, shall be deducted from any moneys due the Contractor, or if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the Surety, or from both. The amount of these deductions are to cover liquidated damages to the Owner incurred by additional and other expenses due to the failure of the Contractor to complete the work or any part of the work within the completion time specified in subparagraph A, B or C, whichever is applicable, and such deductions are not to be considered as penalties.

#### 1.06 PARTIAL AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:

- A. The Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner's Engineer, pursuant to provisions of Section 219.70, Florida Statutes, Florida Prompt Payment Act, less five percent (5%) of the amount of such estimate which is to be retained by the Owner until all work has been performed strictly in accordance with this Contract and until such work has been accepted by the Owner. The Owner shall not be responsible for payment to the Contractor for delays.
- B. Upon receipt of the payment bond Surety's written consent to the release of final payment to the Contractor who has furnished and recorded a payment bond and after all guarantees that may be required in the specifications have been furnished and are found acceptable by the Owner, final payment on account of this Contract shall be made within twenty (20) days after completion by

the Contractor of all work covered by this Contract and acceptance of such work by the Owner. If the payment bond surety serves a written revocation of consent to payment or a written direction that the COUNTY withhold a specified amount from a payment, the COUNTY shall withhold from the final payment the amount specified by the payment bond Surety.

1.07      ADDITIONAL BOND

- A.      It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the Performance and Payment Bonds hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the Work, the Contractor shall, at Contractor's expense, and within three days after the receipt of Notice from the Owner to do so, furnish an additional bond or bonds, in such form and amount, and with such sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

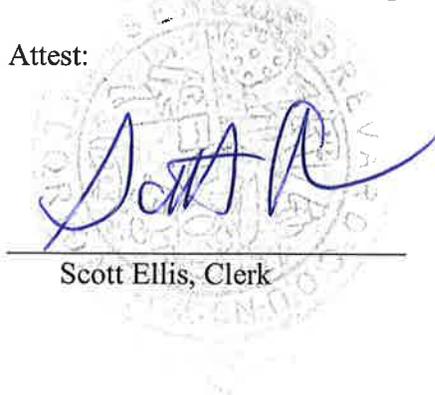
1.08      CONTRACT DOCUMENTS

- A.      The Contract Documents are those referenced in Section 00700 of the Contract in Article 1 entitled "Definitions", as set forth in the Instructions to Bidders, which may or may not be attached hereto, and such contract documents also include any approved and fully executed change or task orders. All of the above described contract documents are incorporated as a part of this Contract as if set forth in full herein.

IN WITNESS WHEREOF the parties hereto have executed this Contract on the dates indicated below:\*

Attest:

Board of County Commissioners of  
Brevard County, Florida (Owner)

  
Scott Ellis, Clerk

By: Rita Pritchett  
Rita Pritchett, Chair

Date: \_\_\_\_\_

Seal

As approved by the Board on:

September 26, 2017

Hinterland Group, Inc.  
Contractor

Date: \_\_\_\_\_

Reviewed for legal form and content:

By: Daniel Duke, III  
(Printed Name)

Matthew Lee  
(Assistant) County Attorney

Signature: [Signature]

Title: President



(\* In the event that the Contractor is a Corporation, there shall be attached to the Contract a certified copy of a resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf.

CERTIFICATE

STATE OF FLORIDA

COUNTY OF Brevard

I HEREBY CERTIFY that a meeting of the Board of Directors of Hinterland Group, Inc., a Corporation under the laws of the State of Florida, held on April 2nd, 2018, the following resolution was duly passed and adopted:

“RESOLVED, that Daniel Duke, III, as The President of the Corporation, be and he is hereby authorized to execute the Contract dated August 6, 2018, also known as “Sykes Creek Regional WWTF RAS/WAS Pumping System Rehabilitation”, between BREVARD COUNTY, FLORIDA, and this Corporation, and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this \_\_\_ day of \_\_\_\_\_, 20\_\_.

  
\_\_\_\_\_  
Secretary Daniel Duke, III - President

END OF SECTION

SECTION 00500

CONTRACT

THIS CONTRACT, made and entered into this 14<sup>th</sup> day of June '18 by and between the Brevard County, Florida Board of County Commissioners, a political subdivision of the State of Florida (hereinafter called the Owner), and LG Construction, Inc., a Corporation doing \_\_\_\_\_ (Describe form of Ownership) business at 3940 St. Johns Parkway Sanford, FL 32771 (hereinafter called the "Contractor"). (Address)

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1.01 SCOPE OF THE WORK

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work shown on the Drawings and described in the Specifications entitled,

**Mims Water Treatment Plant Co<sub>2</sub> Tank Replacement**

as prepared by Reiss Engineering, Inc., acting as, and in the Contract Documents entitled, the Engineer, and shall do everything required by this Contract and the other Contract Documents.

1.02 THE CONTRACT SUM

- A. The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, as follows:
- B. Based upon the price shown in the Contractor's Bid heretofore submitted to the Owner, which Bid is a part of these Contract Documents, the aggregate amount of this Contract is the sum of Five Hundred Eighty Thousand and Seven Dollars (\$ 580,007.00 ).

1.03 COMMENCEMENT AND COMPLETION OF WORK

- A. The Contractor shall commence work within 10 calendar days after the start of the Contract Time identified on the Notice to Proceed.
- B. The Contractor shall prosecute the Work with faithfulness and diligence and shall complete the Work no later than 180 days after the date specified in the Notice to Proceed.

1.04 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that Contractor has carefully examined the surface of the site and has made sufficient reasonable test holes, or other surface and subsurface investigations and is fully satisfied that said site is a correct and suitable one for this work and Contractor assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the Owner than against the Contractor and Contractor's Surety.
- B. Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the Owner and such decision shall be final and binding upon all parties. If the ambiguity or uncertainty could have been identified during the Bidding process, such discrepancy or inconsistency shall not serve as a claim for additional time or money.
- C. It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the Owner, or by any agent or representative as being in compliance with the terms of this Contract or with the Drawings, and Specifications covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, or the Drawings and Specifications covering said work; and that the Owner may require the Contractor and Surety to strictly comply with this Contract and the Drawings and Specifications; and that the Owner may require the Contractor and the Surety to repair, replace, restore any and all of said work and materials which within a period of two years from and after the date of the acceptance of work are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to material or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. Failure on the part of the Contractor or Contractor's Surety, immediately after Notice to either repair or replace any such defective materials and workmanship shall entitle the Owner, if the Owner sees fit, to replace or repair the same and recover the reasonable cost of such replacement or repair from the Contractor and Surety who, shall in any event be jointly and severally liable to the Owner by reason of the Contractor's breach of this Contract or Contractor's failure to comply strictly with this Contract and with the Drawings and Specifications.

1.05 LIQUIDATED DAMAGES

- A. Both parties recognize that precise actual damages for delay are impossible to determine. The parties therefore agree to fix liquidated damages for delay in the Substantial Completion of the Project, as that term is more fully defined in Section 00700 of this Contract. **As a condition precedent to the issuance of the Notice to Proceed, a written addendum setting forth a reasonable date by which the Contractor must realize Substantial Completion shall be executed by the Contractor and the Owner. The reasonable Substantial Completion date set forth in the addendum shall be determined by the Owner's Engineer after consultation with the Contractor.**

On the Substantial Completion date, or such revised Substantial Completion date of the Project as

may occur because of an authorized written Change Order of contract time for Substantial Completion, all essential elements of the Project must be ready for their intended use. Therefore, the agreed upon liquidated damages for failure to substantially complete the essential elements of the Project by the Substantial Completion date shall be \$100.00 per day for each calendar day of delay in the Substantial Completion of the work, beyond the Substantial Completion date, up to but not including the date the Project is deemed substantially complete by the Owner's Engineer.

- B. The liquidated damages for delay in the completion or construction of non-essential elements of the Project after the date of Substantial Completion is fixed at \$75.00 per calendar day.
- C. Final completion must occur within 14 days after the Project is deemed substantially complete by the Owner's Engineer. The liquidated damages for delay of final completion of the Project beyond the established date are fixed at \$50.00 per calendar day.
- D. This liquidated damages clause applies only to delay claims arising out of the Contractor's failure to timely perform the work required under the Contract. Nothing in this liquidated damages provision shall be deemed to preclude the prosecution of a claim for actual damages involving defects in the work, breach of contract or any other claim for damages not involving a claim based solely on delay caused by the Contractor's untimely performance of the work.
- E. For each day that any part of the work remains uncompleted after the expiration of the time allowed for completion of the work stipulated in the Contract or as increased by an authorized written Change Order, the sum per day set forth in the applicable subparagraph A, B or C above, shall be deducted from any moneys due the Contractor, or if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the Surety, or from both. The amount of these deductions are to cover liquidated damages to the Owner incurred by additional and other expenses due to the failure of the Contractor to complete the work or any part of the work within the completion time specified in subparagraph A, B or C, whichever is applicable, and such deductions are not to be considered as penalties.

#### 1.06 PARTIAL AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:

- A. The Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner's Engineer, pursuant to provisions of Section 219.70, Florida Statutes, Florida Prompt Payment Act, less five percent (5%) of the amount of such estimate which is to be retained by the Owner until all work has been performed strictly in accordance with this Contract and until such work has been accepted by the Owner. The Owner shall not be responsible for payment to the Contractor for delays.
- B. Upon receipt of the payment bond Surety's written consent to the release of final payment to the Contractor who has furnished and recorded a payment bond and after all guarantees that may be required in the specifications have been furnished and are found acceptable by the Owner, final payment on account of this Contract shall be made within twenty (20) days after completion by the Contractor of all work covered by this Contract and acceptance of such work by the Owner. If the payment bond surety serves a written revocation of consent to payment or a written direction

that the COUNTY withhold a specified amount from a payment, the COUNTY shall withhold from the final payment the amount specified by the payment bond Surety.

1.07 ADDITIONAL BOND

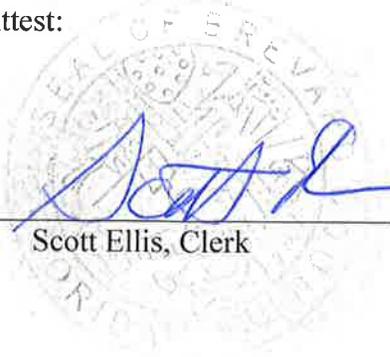
- A. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the Performance and Payment Bonds hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the Work, the Contractor shall, at Contractor's expense, and within three days after the receipt of Notice from the Owner to do so, furnish an additional bond or bonds, in such form and amount, and with such sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

1.08 CONTRACT DOCUMENTS

- A. The Contract Documents are those referenced in Section 00700 of the Contract in Article 1 entitled "Definitions", as set forth in the Instructions to Bidders, which may or may not be attached hereto, and such contract documents also include any approved and fully executed change or task orders. All of the above described contract documents are incorporated as a part of this Contract as if set forth in full herein.

IN WITNESS WHEREOF the parties hereto have executed this Contract on the dates indicated below:\*

Attest:

  
Scott Ellis, Clerk

Board of County Commissioners of  
Brevard County, Florida (Owner)

By: Rita Pritchett  
Rita Pritchett, Chair

Date: JUL 10 2018

Seal

As approved by the Board on:  
September 26, 2017

L9 Construction, Inc.  
Contractor

Date: June 14, 2018

By: Brett Lelover  
(Printed Name)

Signature: Brett Lelover

Title: President

Reviewed for legal form and content:  
[Signature]  
(Assistant) County Attorney

\_\_\_\_\_  
(Seal)

(\* ) In the event that the Contractor is a Corporation, there shall be attached to the Contract a certified copy of a resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf.

CERTIFICATE

00500-5

STATE OF FLORIDA

COUNTY OF Seminole

I HEREBY CERTIFY that a meeting of the Board of Directors of L7 construction, Inc., a Corporation under the laws of the State of Florida, held on Oct. 1st, 2018, the following resolution was duly passed and adopted:

“RESOLVED, that Brett Lefever, as acting President of the Corporation, be and he is hereby authorized to execute the Contract dated June 14, 2018, also known as “Mims Water Treatment Plant CO<sub>2</sub> Tank Replacement”, between BREVARD COUNTY, FLORIDA, and this Corporation, and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 19th day of June, 2018.

Frank Ryan  
Secretary

END OF SECTION

**TASK ORDER NO. 20**

**Infrastructure Solution Services, LLC**

**Port St. John WWTP Sludge Dewatering**

**Brevard County Project No. PJ-30**

THIS TASK ORDER is made and entered into by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "County" and, Infrastructure Solution Services, LLC, hereinafter referred to as "Consultant", consistent with the terms of the Master Agreement between the County and Consultant;

WHEREAS, the Master Agreement between the County and Consultant provides that requirements for professional services are to be set forth in tasks orders;

IT IS AGREED as follows:

**Section A. BACKGROUND AND INTENT**

The County has identified the need to replace the wastewater facilities identified as Port St. John Sludge Dewatering. The intent of this task order is for the Consultant to replace the manually intensive sludge drying beds with a mechanical sludge dewatering system. This dewatering system will include a sludge dewatering feed pump station, a polymer feed system, a sludge dewatering unit, a covered elevated structure, and a control package for the system. As part of this work, ISS will also recommend to the County the associated improvements to be made to the facilities, coordinate the design and permitting of those improvements with the County, prepare bid documents, provide bidding assistance and construction administration services for those improvements, and assist with the close-out of the project upon completion of construction.

The expectation of the County is, and it is acknowledged by the Consultant, that the Consultant will coordinate with the County staff prior to submitting this task order to become familiar with the project requirements in a general way, view the site, and determine the scope of available documentation and resources.

**Section B. PROJECT REPRESENTATIVES**

For Brevard County Utility Services:

Mark W. Reagan, JD, PE  
321-633-2089  
[Mark.Reagan@brevardcounty.us](mailto:Mark.Reagan@brevardcounty.us)

For Consultant:

Brian M. Stahl, PE  
321-622-4646  
[bstahl@infrastructuress.com](mailto:bstahl@infrastructuress.com)

**Section C. SCOPE OF WORK**

The Consultant will provide engineering, bidding, and construction services as follow:

**Task 1 -- Preliminary Engineering**

- a) On-site meeting with PSJ WWTP operating/ BCUSD engineering personnel regarding design criteria, operation and maintenance requirements, space availability and preferred dewatering equipment.
- b) Present data request and collect and review available data from the County.
- c) Perform existing conditions surveys of the site – surface and sub-surface.
- d) Provide a recommendation for sludge dewatering equipment for BCUSD confirmation.
- e) Design a sludge dewatering system a sludge dewatering feed pump station, a polymer feed system, a sludge dewatering unit, a covered elevated structure, and a control package for the system using the existing conditions survey data and the as-built drawings for the existing WWTP.
- f) Complete geotechnical investigation of the site where proposed dewatering system will be constructed.
- g) Prepare a technical memorandum with the recommendations including conceptual layouts for the recommended alternative. This technical memo shall also include preliminary cost estimates for the project.
- h) Attend a preliminary design review meeting with BCUSD after Tasks 1a) through 1g) are completed in order to receive input/ approval for the recommended alternative.

**Task 2 -- Final Design**

- a) Prepare civil, structural, mechanical, and electrical and instrumentation design drawings and specifications consistent with County standard criteria. The results of the preliminary engineering phase shall determine the extent of the design required for the proposed equipment.
- b) Prepare 60% design documents, including technical specifications, incorporating BCUSD recommendations from preliminary design review.
- c) Attend a 60% design review meeting with the County.
- d) Prepare 90% design documents, including technical specifications, incorporating BCUSD recommendations from the 60% design review.
- e) Prepare a permit modification for the County to submit to the FDEP Central District. Prepare responses to Requests for Additional Information (RAI). One RAI is anticipated for this permit modification.
- f) Attend a 90% design review meeting with the County.
- g) Submit final design drawings and specifications incorporating comments from the 90% design review and permitting agency comments.
- h) Submit an engineer's opinion of probable cost with the final design submittal.

**Task 3 -- Bidding Assistance**

- a) Prepare bid documents per County standards. The County will provide MS Word files of Divisions 0 and 1 specifications for modification by the Consultant.
- b) Compile electronic files of bid documents in PDF format with Division 0 and 1 specifications in MS Word format.
- c) Attend the pre-bid meeting.
- d) Prepare answers to bidder questions for the County to use in preparation and distribution of bid addenda.
- e) Review bids and investigate bidder qualifications.
- f) Prepare a written recommendation for award of the construction contract.

**Task 4 -- Construction Support Services**

- a) Attend the pre-construction conference.
- b) Review and approve shop drawings.
- c) Answer Contractor questions and requests for information (RFI.)

- d) Provide field inspections at critical points in the construction. Two field inspections, one start-up, and one final inspection are anticipated.
- e) Provide field directives to Contractor.
- f) Review and approve Contractor pay requests.
- g) Review and approve Contractor change order requests.
- h) Determine substantial completion.
- i) Approve and submit final record drawings and operation and maintenance manuals.
- j) Coordinate execution of final paperwork to close out the project.
- k) Prepare certification of completion for the County to submit to FDEP.

**Section D. COORDINATION**

The Consultant will coordinate the design with the County Staff members listed below as appropriate.

| <b>Function</b> | <b>Name</b>    | <b>Email</b>   | <b>Phone</b> |
|-----------------|----------------|--|--------------|
| Safety          | Mike Malavolta | <a href="mailto:Mike.Malavolta@brevardcounty.us">Mike.Malavolta@brevardcounty.us</a>   | 321-633-2093 |
| Operations Mgr. | Brian Sorenson | <a href="mailto:brian.sorenson@brevardcounty.us">brian.sorenson@brevardcounty.us</a>   | 321-633-2093 |
| Area Operations | Lou Braafladt  | <a href="mailto:Louis.Braafladt@brevardcounty.us">Louis.Braafladt@brevardcounty.us</a> | 321-455-1338 |
| SCADA           | Steve Allen    | <a href="mailto:Steve.Allen@brevardcounty.us">Steve.Allen@brevardcounty.us</a>         | 321-255-4331 |
| Construction    | Craig Helpling | <a href="mailto:Craig.Helpling@brevardcounty.us">Craig.Helpling@brevardcounty.us</a>   | 321-633-2089 |
| Engineering     | Andy Dugan     | <a href="mailto:andrew.dugan@brevardcounty.us">andrew.dugan@brevardcounty.us</a>       | 321-633-2089 |

**Section E. COUNTY'S RESPONSIBILITY**

The following shall be provided by the County in order to assist in the completion of the Consultant's tasks:

- a) Reasonable access to the site.
- b) Reasonable access to operations, maintenance, and engineering staff.
- c) AutoCAD drawings of County design standards.
- d) Copies of available record drawings.
- e) Copies of available design and construction documents.
- f) Copies of available operating reports and maintenance records.
- g) Lift station control panel design and specifications.
- h) MS Word template for Division 0 and 1 specifications.
- i) Advertisement and distribution of bid packages.
- j) Submittal of permit applications prepared by the Consultant.
- k) Payment of permit fees.
- l) Coordination with other County offices and federal and state regulatory agencies.
- m) Coordination with construction contractor for connection to County SCADA.
- n) Day-to-day observation of construction and coordination with Consultant.

**Section F. CONSULTANT SERVICES SPECIFICALLY NOT INCLUDED**

- a) Environmental services related to unknown threatened and endangered species, wetlands, or regulated solid wastes encountered on the site.
- b) Services related to acquisition of real property, easements, or rights-of way.

## **Section G. DELIVERABLES**

The following results shall be delivered by the Consultant:

All deliverables shall be provided only in electronic PDF format unless otherwise noted.

Generally –

- a) Monthly activity reports.
- b) Meeting minutes from meetings and conferences with County staff and regulatory agencies.
- c) Timely invoices concurrent with the work.

### **Task 1 -- Preliminary Engineering**

- a) Topographic survey with geographic positions or State Plane Coordinates and a permanent benchmark on NAVD88 datum with locates.
- b) Technical Memo with preliminary site plans and proposed layouts.

### **Task 2 -- Final Design**

- a) Sixty percent design drawings.
- b) Design calculations to support equipment selections.
- c) Permit applications as applicable (County R/W, FDOT R/W, FDEP, EPA, SJRWMD, other). Provide in PDF and hard copies as required.
- d) Ninety percent design drawings and technical specifications.
- e) Final design drawings in PDF and AutoCAD format with X-refs and plot styles and technical specifications in PDF format.
- f) Engineer's opinion of probable cost at 60% and final design.

### **Task 3 -- Bidding Assistance**

- a) Specification Divisions 0 and 1 in PDF and MS Word format.
- b) Two hard copies of ready-to-bid, signed and sealed, full size final drawings.
- c) One hard copy of ready-to-bid signed and sealed final design specifications.
- d) Answers to bidder's questions as applicable.
- e) Written recommendation for award of the construction contract.

### **Task 4 -- Construction Support Services**

- a) Approved shop drawings (two sets).
- b) Responses to RFI's as applicable.
- c) Record drawings (as-builts) in PDF format and AutoCAD format with X-refs and plot styles with geographic positions or State Plane Coordinates a permanent benchmark on NAVD88 datum.
- d) Operation and maintenance manuals (two hard copies and one PDF).
- e) Certification of Completion (one hard copy and one PDF of each).

**Section H. SCHEDULE**

| <b>Milestone</b>   | <b>Calendar Days to Complete</b> | <b>Sum of Days from NTP</b> |
|--|----------------------------------|-----------------------------|
| Preliminary design<br>(Technical memo, concept plan and survey)          | 55                               | 55                          |
| County review of preliminary design                                      | 14                               | 69                          |
| 60% design   | 60                               | 129                         |
| County review of 60% design  | 14                               | 143                         |
| 90% design<br>(Including permit modification)                            | 60                               | 203                         |
| County review of 90% design  | 14                               | 217                         |
| Final design (100% plans and specifications including Divisions 0 and 1) | 10                               | 227                         |

NOTE: The County may suspend the Consultant's schedule for real estate acquisition, environmental remediation, coordination with other projects, or unforeseen circumstances causing delay.

**Section I. BASIS OF COMPENSATION**

The fee for the scope of work described in Section C, above, shall not exceed a total of \$106,170 and shall not exceed the amounts shown in the table below for each specific task and alternate required. The County shall periodically compensate the Consultant a portion of the task fee based on mutually agreed upon percentages of completion of each task.

| <b>Task</b> | <b>Description</b>            | <b>Fee</b>       |
|-------------|-------------------------------|------------------|
| 1           | Preliminary Engineering       | 21,310           |
| 2           | Final Design                  | 48,220           |
| 3           | Bidding Assistance            | 10,000           |
| 4           | Construction Support Services | 23,640           |
| --          | <b>Base Total</b>             | <b>\$103,370</b> |
| Alt#1       | Geotechnical services         | 3,000            |
| --          | <b>Total with Alternates</b>  | <b>\$106,170</b> |

**Section J. ACCEPTANCE**

IN WITNESS WHEREOF, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

ATTEST:

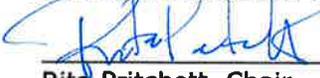


SCOTT ELLIS, CLERK  
Approved by Board 9/26/17

WITNESS:



For: BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

By:   
Rita Pritchett, Chair

For: Infrastructure Solution Services, LLC

By:   
Brian Stahl, P.E., Managing Member

## CONTRACT

THIS CONTRACT, made and entered into this 28<sup>th</sup> day of June 2018 by and between the Brevard County, Florida Board of County Commissioners, a political subdivision of the State of Florida (hereinafter called the "Owner"), and Danus Utilities, Inc., a Florida Corporation doing business at 2320 Beardall Ave, Sanford, FL 32771 (hereinafter called the "Contractor").

(Company Name) (Describe form of Ownership)  
(Business Address)

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

### 1.01 SCOPE OF THE WORK

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work described in the Specifications and shown on the Details entitled,

#### **Lift Station T-24 Rehabilitation**

as prepared by the Brevard County Utility Services Department, and shall do everything required by this Contract.

### 1.02 THE CONTRACT SUM

- A. The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, as follows:
- B. Based upon the price shown in the Contractor's Bid heretofore submitted to the Owner, which Bid is a part of these Contract Documents, the aggregate amount of this Contract is the sum of: One Hundred Seventeen Thousand Dollars (\$ 117,000.00 ).

### 1.03 COMMENCEMENT AND COMPLETION OF WORK

- A. The Contractor shall commence work within 10 calendar days after the start of the Contract Time identified on the written Notice to Proceed.
- B. The Contractor shall prosecute the Work with faithfulness and diligence and shall complete the Work no later than 60 days after the date specified in the Notice to Proceed.

#### 1.04 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that Contractor has carefully examined the surface of the site and has made sufficient reasonable test holes, or other surface and subsurface investigations and is fully satisfied that said site is a correct and suitable one for this work and Contractor assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the Specifications. All Specifications and Details have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the Owner than against the Contractor.
- B. Any ambiguity or uncertainty in the Specifications or Details shall be interpreted and construed by the Owner and such decision shall be final and binding upon all parties. If the ambiguity or uncertainty could have been identified during the Bidding process, such discrepancy or inconsistency shall not serve as a claim for additional time or money.
- C. It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the Owner, or by any agent or representative as being in compliance with the terms of this Contract, the Specifications or the Details covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, or the Specifications and Details covering said work; and that the Owner may require the Contractor to strictly comply with this Contract and the Specifications and Details; and that the Owner may require the Contractor to repair, replace, or restore any and all of said work and materials which within a period of two years from and after the date of the acceptance of work are found to be defective or to fail in any way to comply with this Contract or with the Specifications and Details. This provision shall not apply to material or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. Failure on the part of the Contractor, immediately after Notice to either repair or replace any such defective materials and workmanship, shall entitle the Owner, if the Owner sees fit, to replace or repair the same and recover the reasonable cost of such replacement or repair from the Contractor who shall in any event be liable to the Owner by reason of the Contractor's breach of this Contract or Contractor's failure to comply strictly with this Contract and with the Specifications and Details.

#### 1.05 PARTIAL AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:

- A. The Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner's responsible personnel, pursuant to provisions of Section 219.70, Florida Statutes, Florida Prompt Payment Act, less five percent (5%) of the amount of such estimate which is to be retained by the Owner until all work has been performed strictly in accordance with this Contract and until such work has been accepted by the Owner. The Owner shall not be responsible for payment to the Contractor for delays.
- B. Upon receipt of all guarantees that may be required in the Specifications, having been furnished to

and found acceptable by the Owner, final payment and release of retainage on account of this Contract shall be made within twenty (20) days after completion by the Contractor of all work covered by this Contract and acceptance of such work by the Owner.

IN WITNESS WHEREOF the parties hereto have executed this Contract on the dates indicated below:\*

Attest:

Board of County Commissioners of  
Brevard County, Florida (Owner)

  
\_\_\_\_\_  
Scott Ellis, Clerk

By:   
\_\_\_\_\_  
Rita Pritchett, Chair

Date: JUL 24 2018

Seal

As approved by the Board on:

September 26, 2017

Danus Utilities, Inc.  
Contractor

Date: July 6, 2018

By: Dan J Pardus  
(Printed Name)

Reviewed for legal form and content:

  
\_\_\_\_\_  
(Assistant) County Attorney

Signature: 

Title: President

\_\_\_\_\_  
(Seal)

(\* ) In the event that the Contractor is a Corporation, there shall be attached to the Contract a certified copy of a resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf.

CERTIFICATE

STATE OF FLORIDA

COUNTY OF SEMINOLE

I HEREBY CERTIFY that a meeting of the Board of Directors of Danus Utilities, Inc., a Corporation under the laws of the State of Florida, held on July 6, 2018, the following resolution was duly passed and adopted:

“RESOLVED, that Dan J Pardus, as \_\_\_\_\_ President of the Corporation, be and he is hereby authorized to execute the Contract dated June 28, 2018, also known as “Lift Station T-24 Rehabilitation”, between BREVARD COUNTY, FLORIDA, and this Corporation, and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 6 day of July, 2018.

*Ulise Pardus*  
Secretary

## CONTRACT

THIS CONTRACT, made and entered into this 28<sup>th</sup> day of June 2018 by and between the Brevard County, Florida Board of County Commissioners, a political subdivision of the State of Florida (hereinafter called the "Owner"), and Danus Utilities, Inc., a Florida Corporation doing  
(Company Name) (Describe form of Ownership)  
business at 2320 Beardall Ave, Sanford, FL 32771 (hereinafter called the  
"Contractor"). (Business Address)

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

### 1.01 SCOPE OF THE WORK

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work described in the Specifications and shown on the Details entitled,

#### **Lift Station T-11 Rehabilitation**

as prepared by the Brevard County Utility Services Department, and shall do everything required by this Contract.

### 1.02 THE CONTRACT SUM

- A. The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, as follows:
- B. Based upon the price shown in the Contractor's Bid heretofore submitted to the Owner, which Bid is a part of these Contract Documents, the aggregate amount of this Contract is the sum of: One Hundred One Thousand Dollars (\$101,000.00).

### 1.03 COMMENCEMENT AND COMPLETION OF WORK

- A. The Contractor shall commence work within 10 calendar days after the start of the Contract Time identified on the written Notice to Proceed.
- B. The Contractor shall prosecute the Work with faithfulness and diligence and shall complete the Work no later than 60 days after the date specified in the Notice to Proceed.

#### 1.04 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that Contractor has carefully examined the surface of the site and has made sufficient reasonable test holes, or other surface and subsurface investigations and is fully satisfied that said site is a correct and suitable one for this work and Contractor assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the Specifications. All Specifications and Details have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the Owner than against the Contractor.
- B. Any ambiguity or uncertainty in the Specifications or Details shall be interpreted and construed by the Owner and such decision shall be final and binding upon all parties. If the ambiguity or uncertainty could have been identified during the Bidding process, such discrepancy or inconsistency shall not serve as a claim for additional time or money.
- C. It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the Owner, or by any agent or representative as being in compliance with the terms of this Contract, the Specifications or the Details covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, or the Specifications and Details covering said work; and that the Owner may require the Contractor to strictly comply with this Contract and the Specifications and Details; and that the Owner may require the Contractor to repair, replace, or restore any and all of said work and materials which within a period of two years from and after the date of the acceptance of work are found to be defective or to fail in any way to comply with this Contract or with the Specifications and Details. This provision shall not apply to material or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. Failure on the part of the Contractor, immediately after Notice to either repair or replace any such defective materials and workmanship, shall entitle the Owner, if the Owner sees fit, to replace or repair the same and recover the reasonable cost of such replacement or repair from the Contractor who shall in any event be liable to the Owner by reason of the Contractor's breach of this Contract or Contractor's failure to comply strictly with this Contract and with the Specifications and Details.

#### 1.05 PARTIAL AND FINAL PAYMENTS

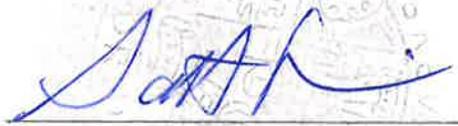
In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:

- A. The Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner's responsible personnel, pursuant to provisions of Section 219.70, Florida Statutes, Florida Prompt Payment Act, less five percent (5%) of the amount of such estimate which is to be retained by the Owner until all work has been performed strictly in accordance with this Contract and until such work has been accepted by the Owner. The Owner shall not be responsible for payment to the Contractor for delays.
- B. Upon receipt of all guarantees that may be required in the Specifications, having been furnished to

and found acceptable by the Owner, final payment and release of retainage on account of this Contract shall be made within twenty (20) days after completion by the Contractor of all work covered by this Contract and acceptance of such work by the Owner.

IN WITNESS WHEREOF the parties hereto have executed this Contract on the dates indicated below:\*

Attest:

  
\_\_\_\_\_  
Scott Ellis, Clerk

Board of County Commissioners of  
Brevard County, Florida (Owner)

By:   
\_\_\_\_\_  
Rita Pritchett, Chair

Date: JUL 24 2018

Seal

As approved by the Board on:

September 26, 2017

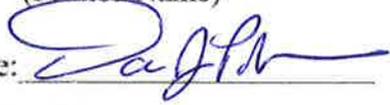
Danus Utilities, Inc.

Contractor

Date: July 6, 2018

By: Dan J Pardus

(Printed Name)

Signature: 

Title: President

\_\_\_\_\_  
(Seal)

Reviewed for legal form and content:

  
\_\_\_\_\_  
(Assistant) County Attorney

(\* In the event that the Contractor is a Corporation, there shall be attached to the Contract a certified copy of a resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf.

CERTIFICATE

STATE OF FLORIDA

COUNTY OF SEMINOLE

I HEREBY CERTIFY that a meeting of the Board of Directors of Danus Utilities, Inc,, a Corporation under the laws of the State of Florida, held on July 6, 2018, the following resolution was duly passed and adopted:

“RESOLVED, that Dan J Pardus, as \_\_\_\_\_ President of the Corporation, be and he is hereby authorized to execute the Contract dated June 28, 2018, also known as “Lift Station T-11 Rehabilitation”, between BREVARD COUNTY, FLORIDA, and this Corporation, and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this

6 day of July, 2018.

*Alice Pardus*  
Secretary

## CONTRACT

THIS CONTRACT, made and entered into this 28<sup>th</sup> day of June 2018 by and between the Brevard County, Florida Board of County Commissioners, a political subdivision of the State of Florida (hereinafter called the "Owner"), and Danus Utilities, Inc., a Florida Corporation doing  
(Company Name) (Describe form of Ownership)  
business at 2320 Beardall Ave, Sanford, FL 32771 (hereinafter called the  
"Contractor"), (Business Address)

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

### 1.01 SCOPE OF THE WORK

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work described in the Specifications and shown on the Details entitled,

#### **Lift Station T-29 Rehabilitation**

as prepared by the Brevard County Utility Services Department, and shall do everything required by this Contract.

### 1.02 THE CONTRACT SUM

- A. The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, as follows:
- B. Based upon the price shown in the Contractor's Bid heretofore submitted to the Owner, which Bid is a part of these Contract Documents, the aggregate amount of this Contract is the sum of: One Hundred Forty-eight Thousand Five Hundred Dollars (\$ 148,500.00 ).

### 1.03 COMMENCEMENT AND COMPLETION OF WORK

- A. The Contractor shall commence work within 10 calendar days after the start of the Contract Time identified on the written Notice to Proceed.
- B. The Contractor shall prosecute the Work with faithfulness and diligence and shall complete the Work no later than 60 days after the date specified in the Notice to Proceed.

1.04

CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that Contractor has carefully examined the surface of the site and has made sufficient reasonable test holes, or other surface and subsurface investigations and is fully satisfied that said site is a correct and suitable one for this work and Contractor assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the Specifications. All Specifications and Details have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the Owner than against the Contractor.
- B. Any ambiguity or uncertainty in the Specifications or Details shall be interpreted and construed by the Owner and such decision shall be final and binding upon all parties. If the ambiguity or uncertainty could have been identified during the Bidding process, such discrepancy or inconsistency shall not serve as a claim for additional time or money.
- C. It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the Owner, or by any agent or representative as being in compliance with the terms of this Contract, the Specifications or the Details covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, or the Specifications and Details covering said work; and that the Owner may require the Contractor to strictly comply with this Contract and the Specifications and Details; and that the Owner may require the Contractor to repair, replace, or restore any and all of said work and materials which within a period of two years from and after the date of the acceptance of work are found to be defective or to fail in any way to comply with this Contract or with the Specifications and Details. This provision shall not apply to material or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. Failure on the part of the Contractor, immediately after Notice to either repair or replace any such defective materials and workmanship, shall entitle the Owner, if the Owner sees fit, to replace or repair the same and recover the reasonable cost of such replacement or repair from the Contractor who shall in any event be liable to the Owner by reason of the Contractor's breach of this Contract or Contractor's failure to comply strictly with this Contract and with the Specifications and Details.

1.05

PARTIAL AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:

- A. The Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner's responsible personnel, pursuant to provisions of Section 219.70, Florida Statutes, Florida Prompt Payment Act, less five percent (5%) of the amount of such estimate which is to be retained by the Owner until all work has been performed strictly in accordance with this Contract and until such work has been accepted by the Owner. The Owner shall not be responsible for payment to the Contractor for delays.
- B. Upon receipt of all guarantees that may be required in the Specifications, having been furnished to

and found acceptable by the Owner, final payment and release of retainage on account of this Contract shall be made within twenty (20) days after completion by the Contractor of all work covered by this Contract and acceptance of such work by the Owner.

IN WITNESS WHEREOF the parties hereto have executed this Contract on the dates indicated below:\*

Attest:

Board of County Commissioners of  
Brevard County, Florida (Owner)



\_\_\_\_\_  
Scott Ellis, Clerk

By:



\_\_\_\_\_  
Rita Pritchett, Chair

Date:

\_\_\_\_\_  
JUL 24 2018

Seal

As approved by the Board on:

\_\_\_\_\_  
September 26, 2017

\_\_\_\_\_  
Danus Utilities, Inc.

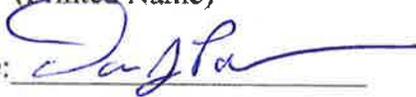
Contractor

Date: July 6, 2018

By: Dan J Pardus

(Printed Name)

Signature:



Title: President

Reviewed for legal form and content:



(Assistant) County Attorney

\_\_\_\_\_  
(Seal)

(\* In the event that the Contractor is a Corporation, there shall be attached to the Contract a certified copy of a resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf.

CERTIFICATE

STATE OF FLORIDA

COUNTY OF SEMINOLE

I HEREBY CERTIFY that a meeting of the Board of Directors of Danus Utilities, Inc, a Corporation under the laws of the State of Florida, held on July 6, 2018, the following resolution was duly passed and adopted:

“RESOLVED, that Dan J Pardus, as \_\_\_\_\_ President of the Corporation, be and he is hereby authorized to execute the Contract dated June 28, 2018, also known as “Lift Station T-29 Rehabilitation”, between BREVARD COUNTY, FLORIDA, and this Corporation, and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 6 day of July, 2018.

Alice Pardus

Secretary

SECTION 00500

CONTRACT

THIS CONTRACT, made and entered into this 12th day of June, 2018 by and between the Brevard County, Florida Board of County Commissioners, a political subdivision of the State of Florida (hereinafter called the Owner), and Lawrence Lee Construction Services, Inc., a Florida Corporation doing business at P.O. Box 1446 Port Salerno, Florida 34992 (hereinafter called the "Contractor").

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1.01 SCOPE OF THE WORK

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work shown on the Drawings and described in the Specifications entitled,

**Mims Water Treatment Plant VFD and PLC Replacement**

as prepared by Infrastructure Solution Services, LLC., acting as, and in the Contract Documents entitled, the Engineer, and shall do everything required by this Contract and the other Contract Documents.

1.02 THE CONTRACT SUM

- A. The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, as follows:
- B. Based upon the price shown in the Contractor's Bid heretofore submitted to the Owner, which Bid is a part of these Contract Documents, the aggregate amount of this Contract is the sum of Four Hundred Ninety Eight Thousand Dollars (\$498,000).

1.03 COMMENCEMENT AND COMPLETION OF WORK

- A. The Contractor shall commence work within 10 calendar days after the start of the Contract Time identified on the Notice to Proceed.
- B. The Contractor shall prosecute the Work with faithfulness and diligence and shall complete the Work no later than 140 days after the date specified in the Notice to Proceed.

1.04 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that Contractor has carefully examined the surface of the site and has made sufficient reasonable test holes, or other surface and subsurface investigations and is fully satisfied that said site is a correct and suitable one for this work and Contractor assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the Owner than against the Contractor and Contractor's Surety.
- B. Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the Owner and such decision shall be final and binding upon all parties. If the ambiguity or uncertainty could have been identified during the Bidding process, such discrepancy or inconsistency shall not serve as a claim for additional time or money.
- C. It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the Owner, or by any agent or representative as being in compliance with the terms of this Contract or with the Drawings, and Specifications covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, or the Drawings and Specifications covering said work; and that the Owner may require the Contractor and Surety to strictly comply with this Contract and the Drawings and Specifications; and that the Owner may require the Contractor and the Surety to repair, replace, restore any and all of said work and materials which within a period of two years from and after the date of the acceptance of work are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to material or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. Failure on the part of the Contractor or Contractor's Surety, immediately after Notice to either repair or replace any such defective materials and workmanship shall entitle the Owner, if the Owner sees fit, to replace or repair the same and recover the reasonable cost of such replacement or repair from the Contractor and Surety who, shall in any event be jointly and severally liable to the Owner by reason of the Contractor's breach of this Contract or Contractor's failure to comply strictly with this Contract and with the Drawings and Specifications.

1.05 LIQUIDATED DAMAGES

- A. Both parties recognize that precise actual damages for delay are impossible to determine. The parties therefore agree to fix liquidated damages for delay in the Substantial Completion of the Project, as that term is more fully defined in Section 00700 of this Contract. **As a condition precedent to the issuance of the Notice to Proceed, a written addendum setting forth a reasonable date by which the Contractor must realize Substantial Completion shall be executed by the Contractor and the Owner. The reasonable Substantial Completion date set forth in the addendum shall be determined by the Owner's Engineer after consultation with the Contractor.**

On the Substantial Completion date, or such revised Substantial Completion date of the Project as may occur because of an authorized written Change Order of contract time for Substantial Completion, all essential elements of the Project must be ready for their intended use. Therefore, the agreed upon liquidated damages for failure to substantially complete the essential elements of the Project by the Substantial Completion date shall be \$100.00 per day for each calendar day of delay in the Substantial Completion of the work, beyond the Substantial Completion date, up to but not including the date the Project is deemed substantially complete by the Owner's Engineer.

- B. The liquidated damages for delay in the completion or construction of non-essential elements of the Project after the date of Substantial Completion is fixed at \$75.00 per calendar day.
- C. Final completion must occur within 14 days after the Project is deemed substantially complete by the Owner's Engineer. The liquidated damages for delay of final completion of the Project beyond the established date are fixed at \$50.00 per calendar day.
- D. This liquidated damages clause applies only to delay claims arising out of the Contractor's failure to timely perform the work required under the Contract. Nothing in this liquidated damages provision shall be deemed to preclude the prosecution of a claim for actual damages involving defects in the work, breach of contract or any other claim for damages not involving a claim based solely on delay caused by the Contractor's untimely performance of the work.
- E. For each day that any part of the work remains uncompleted after the expiration of the time allowed for completion of the work stipulated in the Contract or as increased by an authorized written Change Order, the sum per day set forth in the applicable subparagraph A, B or C above, shall be deducted from any moneys due the Contractor, or if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the Surety, or from both. The amount of these deductions are to cover liquidated damages to the Owner incurred by additional and other expenses due to the failure of the Contractor to complete the work or any part of the work within the completion time specified in subparagraph A, B or C, whichever is applicable, and such deductions are not to be considered as penalties.

#### 1.06 PARTIAL AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:

- A. The Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner's Engineer, pursuant to provisions of Section 219.70, Florida Statutes, Florida Prompt Payment Act, less five percent (5%) of the amount of such estimate which is to be retained by the Owner until all work has been performed strictly in accordance with this Contract and until such work has been accepted by the Owner. The Owner shall not be responsible for payment to the Contractor for delays.
- B. Upon receipt of the payment bond Surety's written consent to the release of final payment to the Contractor who has furnished and recorded a payment bond and after all guarantees that may be required in the specifications have been furnished and are found acceptable by the Owner, final payment on account of this Contract shall be made within twenty (20) days after completion by

the Contractor of all work covered by this Contract and acceptance of such work by the Owner. If the payment bond surety serves a written revocation of consent to payment or a written direction that the COUNTY withhold a specified amount from a payment, the COUNTY shall withhold from the final payment the amount specified by the payment bond Surety.

1.07 ADDITIONAL BOND

- A. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the Performance and Payment Bonds hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the Work, the Contractor shall, at Contractor's expense, and within three days after the receipt of Notice from the Owner to do so, furnish an additional bond or bonds, in such form and amount, and with such sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

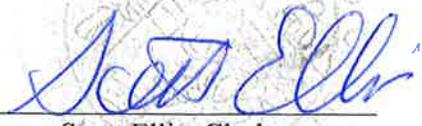
1.08 CONTRACT DOCUMENTS

- A. The Contract Documents are those referenced in Section 00700 of the Contract in Article 1 entitled "Definitions", as set forth in the Instructions to Bidders, which may or may not be attached hereto, and such contract documents also include any approved and fully executed change or task orders. All of the above described contract documents are incorporated as a part of this Contract as if set forth in full herein.

IN WITNESS WHEREOF the parties hereto have executed this Contract on the dates indicated below:\*

Attest:

Board of County Commissioners of  
Brevard County, Florida (Owner)

  
\_\_\_\_\_  
Scott Ellis, Clerk

By:   
\_\_\_\_\_  
Rita Pritchett, Chair

Date: JUL 10 2018

Seal

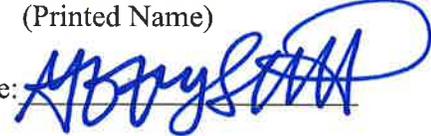
As approved by the Board on:

~~June 12, 2018~~ September 26, 2017

Lawrence Lee Construction Services, Inc.  
Contractor

Date: June 12, 2018

By: Geoffrey L. Schmidt  
(Printed Name)

Signature: 

Title: President

Reviewed for legal form and content:

  
\_\_\_\_\_  
(Assistant) County Attorney

\_\_\_\_\_  
(Seal)



(\* In the event that the Contractor is a Corporation, there shall be attached to the Contract a certified copy of a resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf.

CERTIFICATE

STATE OF FLORIDA

COUNTY OF Martin

I HEREBY CERTIFY that a meeting of the Board of Directors of Lawrence Lee Construction Services, Inc., a Corporation under the laws of the State of Florida, held on August 17, 2017, the following resolution was duly passed and adopted:

“RESOLVED, that Geoffrey L. Schmidt, as President President of the Corporation, be and he is hereby authorized to execute the Contract dated June 12, 2018, also known as “Mims Water Treatment Plant VFD and PLC Replacement”, between BREVARD COUNTY, FLORIDA, and this Corporation, and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 12th day of June, 20 18.

  
Secretary

END OF SECTION

SECTION 00500

CONTRACT

THIS CONTRACT, made and entered into this 20<sup>th</sup> day of June, 2018 by and between the Brevard County, Florida Board of County Commissioners, a political subdivision of the State of Florida (hereinafter called the Owner), and T B Landmark Construction, Inc., a Corporation doing business at 11220 New Berlin Road, Jacksonville, FL 32226 (hereinafter called the "Contractor").  
(Describe form of Ownership)  
(Address)

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1.01 SCOPE OF THE WORK

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work shown on the Drawings and described in the Specifications entitled,

**Lift Station S-12 Force Main Replacement**

as prepared by Atkins North America, acting as, and in the Contract Documents entitled, the Engineer, and shall do everything required by this Contract and the other Contract Documents.

1.02 THE CONTRACT SUM

- A. The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, as follows:
- B. Based upon the price shown in the Contractor's Bid heretofore submitted to the Owner, which Bid is a part of these Contract Documents, the aggregate amount of this Contract is the sum of One Hundred Seventy One Thousand Two Hundred Thirty Eight Dollars (\$171,238.00).

1.03 COMMENCEMENT AND COMPLETION OF WORK

- A. The Contractor shall commence work within 10 calendar days after the start of the Contract Time identified on the Notice to Proceed.
- B. The Contractor shall prosecute the Work with faithfulness and diligence and shall complete the Work no later than 90 days after the date specified in the Notice to Proceed.

1.04 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that Contractor has carefully examined the surface of the site and has made sufficient reasonable test holes, or other surface and subsurface investigations and is fully satisfied that said site is a correct and suitable one for this work and Contractor assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the Owner than against the Contractor and Contractor's Surety.
- B. Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the Owner and such decision shall be final and binding upon all parties. If the ambiguity or uncertainty could have been identified during the Bidding process, such discrepancy or inconsistency shall not serve as a claim for additional time or money.
- C. It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the Owner, or by any agent or representative as being in compliance with the terms of this Contract or with the Drawings, and Specifications covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, or the Drawings and Specifications covering said work; and that the Owner may require the Contractor and Surety to strictly comply with this Contract and the Drawings and Specifications; and that the Owner may require the Contractor and the Surety to repair, replace, restore any and all of said work and materials which within a period of two years from and after the date of the acceptance of work are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to material or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. Failure on the part of the Contractor or Contractor's Surety, immediately after Notice to either repair or replace any such defective materials and workmanship shall entitle the Owner, if the Owner sees fit, to replace or repair the same and recover the reasonable cost of such replacement or repair from the Contractor and Surety who, shall in any event be jointly and severally liable to the Owner by reason of the Contractor's breach of this Contract or Contractor's failure to comply strictly with this Contract and with the Drawings and Specifications.

1.05 LIQUIDATED DAMAGES

- A. Both parties recognize that precise actual damages for delay are impossible to determine. The parties therefore agree to fix liquidated damages for delay in the Substantial Completion of the Project, as that term is more fully defined in Section 00700 of this Contract. **As a condition precedent to the issuance of the Notice to Proceed, a written addendum setting forth a reasonable date by which the Contractor must realize Substantial Completion shall be executed by the Contractor and the Owner. The reasonable Substantial Completion date set forth in the addendum shall be determined by the Owner's Engineer after consultation with the Contractor.**

On the Substantial Completion date, or such revised Substantial Completion date of the Project as may occur because of an authorized written Change Order of contract time for Substantial Completion, all essential elements of the Project must be ready for their intended use. Therefore, the agreed upon liquidated damages for failure to substantially complete the essential elements of the Project by the Substantial Completion date shall be \$100.00 per day for each calendar day of delay in the Substantial Completion of the work, beyond the Substantial Completion date, up to but not including the date the Project is deemed substantially complete by the Owner's Engineer.

- B. The liquidated damages for delay in the completion or construction of non-essential elements of the Project after the date of Substantial Completion is fixed at \$75.00 per calendar day.
- C. Final completion must occur within 14 days after the Project is deemed substantially complete by the Owner's Engineer. The liquidated damages for delay of final completion of the Project beyond the established date are fixed at \$50.00 per calendar day.
- D. This liquidated damages clause applies only to delay claims arising out of the Contractor's failure to timely perform the work required under the Contract. Nothing in this liquidated damages provision shall be deemed to preclude the prosecution of a claim for actual damages involving defects in the work, breach of contract or any other claim for damages not involving a claim based solely on delay caused by the Contractor's untimely performance of the work.
- E. For each day that any part of the work remains uncompleted after the expiration of the time allowed for completion of the work stipulated in the Contract or as increased by an authorized written Change Order, the sum per day set forth in the applicable subparagraph A, B or C above, shall be deducted from any moneys due the Contractor, or if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the Surety, or from both. The amount of these deductions are to cover liquidated damages to the Owner incurred by additional and other expenses due to the failure of the Contractor to complete the work or any part of the work within the completion time specified in subparagraph A, B or C, whichever is applicable, and such deductions are not to be considered as penalties.

#### 1.06 PARTIAL AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:

- A. The Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner's Engineer, pursuant to provisions of Section 219.70, Florida Statutes, Florida Prompt Payment Act, less five percent (5%) of the amount of such estimate which is to be retained by the Owner until all work has been performed strictly in accordance with this Contract and until such work has been accepted by the Owner. The Owner shall not be responsible for payment to the Contractor for delays.
- B. Upon receipt of the payment bond Surety's written consent to the release of final payment to the Contractor who has furnished and recorded a payment bond and after all guarantees that may be required in the specifications have been furnished and are found acceptable by the Owner, final payment on account of this Contract shall be made within twenty (20) days after completion by

the Contractor of all work covered by this Contract and acceptance of such work by the Owner. If the payment bond surety serves a written revocation of consent to payment or a written direction that the COUNTY withhold a specified amount from a payment, the COUNTY shall withhold from the final payment the amount specified by the payment bond Surety.

1.07      ADDITIONAL BOND

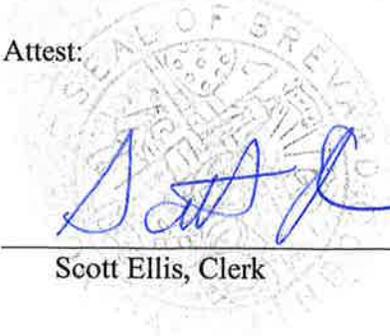
- A.      It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the Performance and Payment Bonds hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the Work, the Contractor shall, at Contractor's expense, and within three days after the receipt of Notice from the Owner to do so, furnish an additional bond or bonds, in such form and amount, and with such sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

1.08      CONTRACT DOCUMENTS

- A.      The Contract Documents are those referenced in Section 00700 of the Contract in Article 1 entitled "Definitions", as set forth in the Instructions to Bidders, which may or may not be attached hereto, and such contract documents also include any approved and fully executed change or task orders. All of the above described contract documents are incorporated as a part of this Contract as if set forth in full herein.

IN WITNESS WHEREOF the parties hereto have executed this Contract on the dates indicated below:\*

Attest:

  
  
\_\_\_\_\_  
Scott Ellis, Clerk

Board of County Commissioners of  
Brevard County, Florida (Owner)

By:   
\_\_\_\_\_  
Rita Pritchett, Chair

Date: JUL 10 2018

Seal

As approved by the Board on:

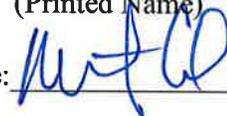
September 26, 2017

T B Landmark Construction, Inc.

Contractor

Date: 6/20/2018

By: Martin Adams  
(Printed Name)

Signature: 

Title: Manager

Reviewed for legal form and content:

  
\_\_\_\_\_  
(Assistant) County Attorney

\_\_\_\_\_  
(Seal)

(\* In the event that the Contractor is a Corporation, there shall be attached to the Contract a certified copy of a resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf.

CERTIFICATE

STATE OF FLORIDA

COUNTY OF Duval

I HEREBY CERTIFY that a meeting of the Board of Directors of T B Landmark Construction, Inc., a Corporation under the laws of the State of Florida, held on June 20th, 2018, the following resolution was duly passed and adopted:

“RESOLVED, that Martin Adams, as Manager ~~President~~ of the Corporation, be and he is hereby authorized to execute the Contract dated June 20, 2018, also known as “S-12 Force Main Replacement”, between BREVARD COUNTY, FLORIDA, and this Corporation, and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 20th day of June, 2018.

  
Secretary Robin R. Thigpen

END OF SECTION

SECTION 00500

CONTRACT

THIS CONTRACT, made and entered into this 12th day of June, 2018 by and between the Brevard County, Florida Board of County Commissioners, a political subdivision of the State of Florida (hereinafter called the Owner), and Florida Design Contractors, Inc., a Florida Corporation doing business at 1326 South Killian Park Drive Lake Park, Florida 33403 (hereinafter called the "Contractor").

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1.01 SCOPE OF THE WORK

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work shown on the Drawings and described in the Specifications entitled,

**South Beaches Regional WWTF Mechanical Bar Screen Replacement**

as prepared by Wade Trim, Inc., acting as, and in the Contract Documents entitled, the Engineer, and shall do everything required by this Contract and the other Contract Documents.

1.02 THE CONTRACT SUM

- A. The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, as follows:
- B. Based upon the price shown in the Contractor's Bid heretofore submitted to the Owner, which Bid is a part of these Contract Documents, the aggregate amount of this Contract is the sum of Nine Hundred Ninety Four Thousand Dollars (\$994,000).

1.03 COMMENCEMENT AND COMPLETION OF WORK

- A. The Contractor shall commence work within 10 calendar days after the start of the Contract Time identified on the Notice to Proceed.
- B. The Contractor shall prosecute the Work with faithfulness and diligence and shall complete the Work no later than 270 days after the date specified in the Notice to Proceed.

1.04 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that Contractor has carefully examined the surface of the site and has made sufficient reasonable test holes, or other surface and subsurface investigations and is fully satisfied that said site is a correct and suitable one for this work and Contractor assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the Owner than against the Contractor and Contractor's Surety.
- B. Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the Owner and such decision shall be final and binding upon all parties. If the ambiguity or uncertainty could have been identified during the Bidding process, such discrepancy or inconsistency shall not serve as a claim for additional time or money.
- C. It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the Owner, or by any agent or representative as being in compliance with the terms of this Contract or with the Drawings, and Specifications covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, or the Drawings and Specifications covering said work; and that the Owner may require the Contractor and Surety to strictly comply with this Contract and the Drawings and Specifications; and that the Owner may require the Contractor and the Surety to repair, replace, restore any and all of said work and materials which within a period of two years from and after the date of the acceptance of work are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to material or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. Failure on the part of the Contractor or Contractor's Surety, immediately after Notice to either repair or replace any such defective materials and workmanship shall entitle the Owner, if the Owner sees fit, to replace or repair the same and recover the reasonable cost of such replacement or repair from the Contractor and Surety who, shall in any event be jointly and severally liable to the Owner by reason of the Contractor's breach of this Contract or Contractor's failure to comply strictly with this Contract and with the Drawings and Specifications.

1.05 LIQUIDATED DAMAGES

- A. Both parties recognize that precise actual damages for delay are impossible to determine. The parties therefore agree to fix liquidated damages for delay in the Substantial Completion of the Project, as that term is more fully defined in Section 00700 of this Contract. **As a condition precedent to the issuance of the Notice to Proceed, a written addendum setting forth a reasonable date by which the Contractor must realize Substantial Completion shall be executed by the Contractor and the Owner. The reasonable Substantial Completion date set forth in the addendum shall be determined by the Owner's Engineer after consultation with the Contractor.**

On the Substantial Completion date, or such revised Substantial Completion date of the Project as may occur because of an authorized written Change Order of contract time for Substantial Completion, all essential elements of the Project must be ready for their intended use. Therefore, the agreed upon liquidated damages for failure to substantially complete the essential elements of the Project by the Substantial Completion date shall be \$100.00 per day for each calendar day of delay in the Substantial Completion of the work, beyond the Substantial Completion date, up to but not including the date the Project is deemed substantially complete by the Owner's Engineer.

- B. The liquidated damages for delay in the completion or construction of non-essential elements of the Project after the date of Substantial Completion is fixed at \$75.00 per calendar day.
- C. Final completion must occur within 14 days after the Project is deemed substantially complete by the Owner's Engineer. The liquidated damages for delay of final completion of the Project beyond the established date are fixed at \$50.00 per calendar day.
- D. This liquidated damages clause applies only to delay claims arising out of the Contractor's failure to timely perform the work required under the Contract. Nothing in this liquidated damages provision shall be deemed to preclude the prosecution of a claim for actual damages involving defects in the work, breach of contract or any other claim for damages not involving a claim based solely on delay caused by the Contractor's untimely performance of the work.
- E. For each day that any part of the work remains uncompleted after the expiration of the time allowed for completion of the work stipulated in the Contract or as increased by an authorized written Change Order, the sum per day set forth in the applicable subparagraph A, B or C above, shall be deducted from any moneys due the Contractor, or if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the Surety, or from both. The amount of these deductions are to cover liquidated damages to the Owner incurred by additional and other expenses due to the failure of the Contractor to complete the work or any part of the work within the completion time specified in subparagraph A, B or C, whichever is applicable, and such deductions are not to be considered as penalties.

#### 1.06 PARTIAL AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:

- A. The Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner's Engineer, pursuant to provisions of Section 219.70, Florida Statutes, Florida Prompt Payment Act, less five percent (5%) of the amount of such estimate which is to be retained by the Owner until all work has been performed strictly in accordance with this Contract and until such work has been accepted by the Owner. The Owner shall not be responsible for payment to the Contractor for delays.
- B. Upon receipt of the payment bond Surety's written consent to the release of final payment to the Contractor who has furnished and recorded a payment bond and after all guarantees that may be required in the specifications have been furnished and are found acceptable by the Owner, final payment on account of this Contract shall be made within twenty (20) days after completion by

the Contractor of all work covered by this Contract and acceptance of such work by the Owner. If the payment bond surety serves a written revocation of consent to payment or a written direction that the COUNTY withhold a specified amount from a payment, the COUNTY shall withhold from the final payment the amount specified by the payment bond Surety.

1.07 ADDITIONAL BOND

- A. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the Performance and Payment Bonds hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the Work, the Contractor shall, at Contractor's expense, and within three days after the receipt of Notice from the Owner to do so, furnish an additional bond or bonds, in such form and amount, and with such sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

1.08 CONTRACT DOCUMENTS

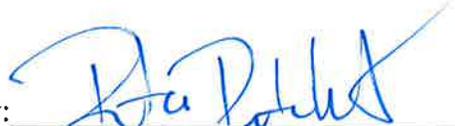
- A. The Contract Documents are those referenced in Section 00700 of the Contract in Article 1 entitled "Definitions", as set forth in the Instructions to Bidders, which may or may not be attached hereto, and such contract documents also include any approved and fully executed change or task orders. All of the above described contract documents are incorporated as a part of this Contract as if set forth in full herein.

IN WITNESS WHEREOF the parties hereto have executed this Contract on the dates indicated below:\*

Attest:

  
\_\_\_\_\_  
Scott Ellis, Clerk

Board of County Commissioners of  
Brevard County, Florida (Owner)

By:   
\_\_\_\_\_  
Rita Pritchett, Chair

Date: JUN 12 2018

Seal

As approved by the Board on:

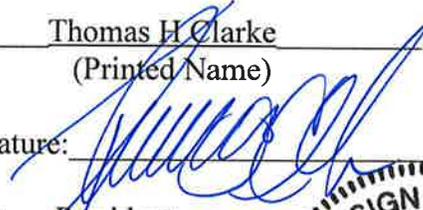
~~June 12, 2018~~ September 26, 2017

Florida Design Contractors, Inc.  
Contractor  
Date: June 14, 2018

Reviewed for legal form and content:

By: Thomas H Clarke  
(Printed Name)

  
\_\_\_\_\_  
March 12, 2018  
(Assistant) County Attorney

Signature:   
\_\_\_\_\_  
Title: President



(\* In the event that the Contractor is a Corporation, there shall be attached to the Contract a certified copy of a resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf.

CERTIFICATE

STATE OF FLORIDA

COUNTY OF Palm Beach

I HEREBY CERTIFY that a meeting of the Board of Directors of Florida Design Contractors Inc, a Corporation under the laws of the State of Florida, held on June 14, 2018, the following resolution was duly passed and adopted:

“RESOLVED, that Thomas H. Clarke, as President of the Corporation, be and he is hereby authorized to execute the Contract dated June 12, 2018, also known as “South Beaches Regional WWTF Mechanical Bar Screen Replacement”, between BREVARD COUNTY, FLORIDA, and this Corporation, and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 14<sup>th</sup> day of June, 2018.

  
Secretary

END OF SECTION

**TASK ORDER NO. 19**  
**INFRASTRUCTURE SOLUTION SERVICES, LLC**  
**Sykes Creek Regional WWTF Phase I Reclaimed Water Improvements**

**Brevard County Project No. MI-RR-175**

THIS TASK ORDER is made and entered into by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "County" and, Infrastructure Solution Services, LLC, hereinafter referred to as "Consultant", consistent with the terms of the Master Agreement between the County and Consultant;

WHEREAS, the Master Agreement between the County and Consultant provides that requirements for professional services are to be set forth in tasks orders;

IT IS AGREED as follows:

**Section A. BACKGROUND AND INTENT**

The County has identified the need to rehabilitate or replace certain wastewater facilities identified as Sykes Creek Regional WWTF Phase I Reclaimed Water Improvements. These Improvements were identified as the Phase I improvements in the report entitled Sykes Creek Regional WWTF Reclaimed Water Improvements prepared by Infrastructure Solution Services dated November 29, 2017. The intent of this task order is for the Consultant to coordinate the design of those improvements with the County, prepare bid documents, provide bidding assistance and construction administration services for those improvements, and assist with the close-out of the project upon completion of construction.

The expectation of the County is, and it is acknowledged by the Consultant, that the Consultant will coordinate with the County staff prior to submitting this task order to become familiar with the project requirements in a general way, view the site, and determine the scope of available documentation and resources.

**Section B. PROJECT REPRESENTATIVES**

For Brevard County Utility Services:

Mark W. Reagan, JD, PE  
321-633-2089  
[Mark.Reagan@brevardcounty.us](mailto:Mark.Reagan@brevardcounty.us)

For Consultant:

Brian M. Stahl, PE  
321-622-4646  
[bstahl@infrastructuress.com](mailto:bstahl@infrastructuress.com)

**Section C. SCOPE OF WORK**

The Consultant will provide engineering, bidding, and construction services as follow:

Task 1 -- Final Design

- a) Verify and locate below-grade utility within footprint of structures.
- b) Perform a geotechnical evaluation for the proposed improvements.
- c) Perform an on-site limited environmental assessment of project site.
- d) Prepare 60% design documents including hydraulic profile with calculations, civil, structural, mechanical, electrical, and instrumentation design drawings and specifications consistent with County standards.

- e) Prepare a preliminary Engineer's Opinion of Probable Costs and a draft permit application.
- f) Attend a 60% design review meeting with the County.
- g) Prepare 90% design documents, including technical specifications, incorporating comments from the 60% design review.
- h) Prepare final permit applications and exhibits for the County to submit to regulatory agencies. Prepare responses to Requests for Additional Information (RAI). One RAI is anticipated for each application.
- i) Submit final design drawings and specifications incorporating comments from the 90% design review and permitting agency comments.
- j) Submit an engineer's opinion of probable cost with the final design submittal.

**Task 2 -- Bidding Assistance**

- a) Prepare and compile electronic files of bid documents in PDF format with Division 0 and 1 specifications in MS Word format. (The County will provide MS Word files of Divisions 0 and 1 specifications for modification by the Consultant.)
- b) Attend the pre-bid meeting.
- c) Prepare answers to bidder questions for the County to use in preparation and distribution of bid addenda.
- d) Review bids and investigate bidder qualifications.
- e) Prepare a written recommendation for award of the construction contract.

**Task 3 -- Construction Support Services**

- a) Attend the pre-construction conference.
- b) Submit two sets of signed and sealed construction drawings and one set of specifications marked "For Construction" to the County.
- c) Submit two sets of construction drawings and specifications to the Contractor for preparation of progress and final as-built drawings and specifications.
- d) Make sure the Contractor is keeping progress drawings and specifications up to date consistent with Division 0 contract specifications.
- e) Review and approve shop drawings.
- f) Answer Contractor questions and requests for information (RFI).
- g) Attend Monthly Progress Meetings.
- h) Provide field inspections at critical points in the construction by Design Engineers. Two field inspections, one start-up, and one final inspection are anticipated.
- i) Provide field directives to Contractor.
- j) Review and approve Contractor pay requests.
- k) Review and approve Contractor change order requests.
- l) Determine substantial completion.
- m) Receive record drawings and specifications from the Contractor, review them for conformity with Division 0 specifications, prepare final as-built drawings, sign them, and submit them together with operation and maintenance manuals consistent with County standards.
- n) Coordinate execution of final paperwork to close out the project.
- o) Prepare certificates of completion for the County to submit to permitting agencies.

**Section D. COORDINATION**

The Consultant will coordinate the design with the County Staff members listed below as appropriate.

| <b>Function</b> | <b>Name</b>            | <b>Email</b>   | <b>Phone</b> |
|-----------------|------------------------|--|--------------|
| Safety          | Mike Malavolta         | <a href="mailto:Mike.Malavolta@brevardcounty.us">Mike.Malavolta@brevardcounty.us</a>   | 321-633-2093 |
| Operations Mgr. | Brian Sorensen         | <a href="mailto:Brian.Sorensen@brevardcounty.us">Brian.Sorensen@brevardcounty.us</a>   | 321-633-2093 |
| Area Operations | Lou Braafladt (North*) | <a href="mailto:Louis.Braafladt@brevardcounty.us">Louis.Braafladt@brevardcounty.us</a> | 321-455-1338 |
| SCADA           | Steve Allen            | <a href="mailto:Steve.Allen@brevardcounty.us">Steve.Allen@brevardcounty.us</a>         | 321-255-4331 |
| Construction    | Craig Helpling         | <a href="mailto:Craig.Helpling@brevardcounty.us">Craig.Helpling@brevardcounty.us</a>   | 321-633-2089 |
| Engineering     | Christi Winn           | <a href="mailto:christi.winn@brevardcounty.us">christi.winn@brevardcounty.us</a>       | 321-633-2089 |

### **Section E. COUNTY'S RESPONSIBILITY**

The following shall be provided by the County in order to assist in the completion of the Consultant's tasks:

- a) Reasonable access to the site.
- b) BCUSD perform soft digs following coordination with Engineer if necessary.
- c) Reasonable access to operations, maintenance, and engineering staff.
- d) AutoCAD drawings of County design standards.
- e) MS Word files of County standard technical specifications.
- f) Copies of available as-built drawings.
- g) Copies of available design and construction documents.
- h) Copies of available operating reports and maintenance records.
- i) Copies of available control panel design and specifications.
- j) MS Word template for Division 0 and 1 specifications.
- k) Advertisement and distribution of bid packages.
- l) Submittal of permit applications prepared by the Consultant.
- m) Payment of permit fees.
- n) Coordination with other County offices and federal and state regulatory agencies.
- o) Coordination with construction contractor for connection to County SCADA.
- p) Day-to-day observation of construction and coordination with Consultant.

### **Section F. CONSULTANT SERVICES SPECIFICALLY NOT INCLUDED**

- a) Environmental services related to threatened and endangered species, wetlands, or regulated solid wastes encountered on the site except as described in Section C, Task 1c.
- b) Services related to acquisition of real property, easements, or rights-of way.

### **Section G. DELIVERABLES**

The following results shall be delivered by the Consultant:

All deliverables shall be provided only in electronic PDF format unless otherwise noted.

Generally -

- a) Monthly activity reports.
- b) Decision logs from meetings and conferences with County staff and regulatory agencies.
- c) Comment response tables showing comment and response for County comments.
- d) Timely invoices concurrent with the work.

**Task 1 -- Final Design**

- a) Results of geotechnical survey.
- b) Results of environmental assessment.
- c) Sixty percent design drawings and technical specifications.
- d) Permit applications as applicable. Provide in PDF and hard copies as required.
- e) Ninety percent design drawings and technical specifications.
- f) Final design drawings in PDF and AutoCAD format with X-refs and plot styles and technical specifications in PDF format.
- g) Engineer's Opinion of Probable Cost at 60% and final design.

**Task 2 -- Bidding Assistance**

- a) Specification Divisions 0 and 1 in MS Word format.
- b) Answers to bidder's questions as applicable.
- c) Written recommendation for award of the construction contract.

**Task 3 -- Construction Support Services**

- a) Approved shop drawings (PDF and one hard copy).
- b) Two hard copies of signed and sealed, full size final drawings marked "For Construction".
- c) One hard copy of signed and sealed final design specifications marked "For Construction".
- d) Responses to RFI's as applicable.
- e) Record drawings signed by a professional engineer in PDF format and AutoCAD format with X-refs and plot styles with geographic positions or State Plane Coordinates and a permanent benchmark on NAVD88 datum, consistent with Section 1.12 of the Criteria for Water and Sanitary Sewerage Systems in Brevard County (<http://www.brevardfl.gov/UtilityServices/Standards>).
- f) Operation and maintenance manuals (two hard copies and one PDF).
- g) Certificates of Completion (one hard copy and one PDF).

**Section H. SCHEDULE**

| <b>Milestone</b>   | <b>Calendar Days to Complete</b> | <b>Sum of Days from NTP</b> |
|--|----------------------------------|-----------------------------|
| 60% design<br>(Including draft permit applications)                      | 90                               | 90                          |
| County review of 60% design  | 21                               | 111                         |
| 90% design<br>(Including final permit applications)                      | 75                               | 186                         |
| County review of 90% design  | 21                               | 207                         |
| Final design (100% plans and specifications including Divisions 0 and 1) | 45                               | 252                         |
| County review of final documents   | 14                               | 266                         |
| Engineering completed  | 7                                | 273                         |

NOTE: The County may suspend the Consultant's schedule for real estate acquisition, environmental remediation, coordination with other projects, or unforeseen circumstances causing delay.

**Section I. BASIS OF COMPENSATION**

The fee for the scope of work described in Section C, above, shall not exceed a total of \$166,960 and shall not exceed the amounts shown in the table below for each specific task. The County shall periodically compensate the Consultant a portion of the task fee based on mutually agreed upon percentages of completion of each task.

| Task | Description                   | Fee       |
|------|-------------------------------|-----------|
| 1    | Final Design                  | \$113,300 |
| 2    | Bidding Assistance            | \$9,220   |
| 3    | Construction Support Services | \$44,440  |
| --   | Total                         | \$166,960 |

**Section J. ACCEPTANCE**

IN WITNESS WHEREOF, this 10 day of April, 2018.

WITNESS:

Yammyl Rowe

ATTEST:

Scott Ellis

SCOTT ELLIS, CLERK

WITNESS:

Q. S. McCreesh

For: BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

By:

Rita Pritchett  
Rita Pritchett, Chair

As approved by the Board on Sept. 26, 2017

For: INFRASTRUCTURE SOLUTION SERVICES

By:

Kiran Kulkarni  
Kiran Kulkarni, P.E., Managing Member

**GENERAL FUND AGREEMENT  
BETWEEN  
BREVARD COUNTY  
AND  
CIRCLES OF CARE, INC.  
FOR  
BAKER ACT MENTAL HEALTH SERVICES**

THIS AGREEMENT by and between the **Board of County Commissioners of Brevard County, Florida**, a political subdivision of the State of Florida (hereinafter the County), and **Circles of Care, Inc.**, a business having its primary business location at **400 East Sheridan Road, Melbourne, Florida 32901**, (hereinafter the Contractor).

WITNESSETH:

**WHEREAS**, the County is desirous of obtaining the services of a **Baker Act Mental Health Services Program**, and

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

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

1. **SCOPE OF THE SERVICE/WORK:** The Contractor shall furnish all personnel, labor, materials, equipment, machinery, tools, apparatus and transportation to perform all services specified in **Attachments A and A-1** (attached hereto and made a part hereof by this reference), hereinafter referred to as services.

2. **TERM:** The term of the Agreement shall begin **October 1, 2017**, and continue through **September 30, 2018**.

3. **COMPENSATION – AMOUNT AND METHOD:** For the work the Contractor provides under this Agreement, the County shall pay the Contractor an amount not to exceed **\$1,748,507.00** as identified in **Itemized Costs Budget (Attachment B)**. The Contractor shall be entitled to payment on a reimbursement basis as provided in **Conditions and Methods of Compensation (Attachment C)**, to this Agreement and made a part of this Agreement by this reference. All invoices are due on the 20<sup>th</sup> or twenty (20) calendar days after the end of the month for which the Contract is requesting reimbursement. The County reserves the right to deduct from any Contractor invoices an amount for nonconforming or other work not included in the Scope of Services for those items outlined in Sec. 16(d), and for work not provided but invoiced. The County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.

The Contractor shall use the County's designated **Quarterly Request for Reimbursement Form (Attachment D)** to request payment. The Contractor shall request reimbursement on a **quarterly** basis as provided. The **Quarterly Performance and Measurable Outcome Report (Attachments E)** shall be completed and submitted with each Quarterly Request for Reimbursement form.

In addition to the above, each Request for Reimbursement form shall be accompanied by such documentation or data in support of expenses for which payment is sought, as the County may require. Each invoice shall bear the signature of the Contractor or his/her representative, which signature shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level as required in this agreement, have served a public purpose, have properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this agreement and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld.

**The Contractor's final Request for Reimbursement is due on October 20, 2018.**

4. **PROCUREMENT PROCEDURES.** The Contractor agrees to utilize the procurement procedures already established by the Contractor when purchasing eligible budgeted materials or services for said Contractor. If no formal procedures exist for the Contractor, the following County procedures should be utilized (if applicable):

(a). If the purchase amount is less than \$1,000; no formal purchase procedures are required.

(b). If the purchase amount is \$1,000 or more, the Contractor shall solicit formal written bids from a minimum of three (3) vendors.

(c) The Contractor shall maintain sufficient records to detail the significant history of procurement. These records shall include, but are not limited to: rationale for the method of procurement, selection of vendor and basis for the solicited prices. The Contractor shall encourage the solicitation of quotations for purchases from minority- and women-owned business enterprises.

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

6. **MODIFICATIONS TO CONTRACT:** This Agreement, together with any attachments, task assignments and schedules constitute the entire Agreement between the County and the Contractor and supersedes all prior written or oral understandings. This Agreement and any attachments, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto. The Director of Housing and Human Services shall have authority to execute modifications up to \$24,999. For any modification that exceeds \$24,999.00, the Chair of the Board of County Commissioners or County Manager shall have the authority to execute the modification.

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

(a). **General Liability Insurance:** General Liability Insurance issued by responsible insurance companies and in a form acceptable to the County, with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage per occurrence.

(b). **Automobile Liability Insurance:** Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) combined single limits for Bodily Injury and Property Damage per accident.

(c). **Workers' Compensation Coverage:** Full and complete Workers' Compensation Coverage, as required by State of Florida law shall be provided.

(d). **Professional Liability Insurance:** Professional liability insurance, in an amount not less than One Million Dollars (\$1,000,000) per claim, to cover its liabilities arising from activities performed under this Agreement.

(e). **Insurance Certificates:** The Contractor shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. Said Liability Policies shall provide that the County be an additional insured and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

8. **ATTORNEY'S FEES:** 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.

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

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

11. **COMPLIANCE WITH ADA OF 1990:** The Contractor must comply with the American with Disabilities Act of 1990 (PL101-336), as amended and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the County from and against and any and all liability for any noncompliance on the part of the Contractor.

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

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

14. **TERMINATION:** If party fails or refuses to perform any of the provisions of this Agreement or otherwise fails to timely satisfy the Agreement provisions, either may notify the other party in writing of the nonperformance and terminate the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform. Such termination is effective upon the party's receipt of the Notice of Termination. Any work completed or services provided prior to the date of termination shall, at the option of the County, become the property of the County. The County is only responsible for payment for services provided prior to the effective date of termination. The County may also terminate this Agreement with twenty-four (24) hours written notice based upon our availability of funds as determined by evaluation of the departmental expenditure goals and regulatory compliance by the Director, Housing & Human Services Department.

If applicable, if Contractor is providing services for another Entity, in accordance with the Scope of Service/Work outlined in paragraph 1, Contractor and Entity shall have a separate contract or agreement outlining the terms and conditions of the services the Contractor will be providing. In the event the contract between Contractor and entity is terminated, cancelled, or otherwise because unenforceable, this contract shall be immediately terminated. The County shall send the Contractor a Notice of Termination effective the same date as the termination date of the contract between Contractor and entity. Contractor shall receive payment for all work performed up to the date of the termination of the contract between Contractor and the County.

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

16. **RECORDS AND REPORTS:** In the performance of this Agreement, the Contractor shall comply with the following terms, if applicable:

(a). **RIGHT TO AUDIT:** The Contractor shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by the Contractor for a period of five (5) years after termination of this Agreement. All records, books and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. 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. All records or documents created by the County or provided to Circles of Care, Inc. by the County in connection with activities or services provided by Circles of Care, Inc. under the terms of this agreement, are public records and Circles of Care, Inc. agrees to comply with any request for such public records or documents made in accordance with section 119.07 Florida Statutes.

(b). **AUDIT REQUIREMENTS:** If Circles of Care, Inc. is a local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that Circles of Care, Inc. expends \$750,000 or more in Federal awards in its fiscal year, Circles of Care, Inc. must have a single or program-specific audit conducted in accordance with the Single Audit Act Amendments of 1996, and 2 CFR Part 200 Subpart F, as revised. In determining the Federal awards expended in its fiscal year, Circles of Care, Inc. shall consider all sources of Federal awards, including Federal resources received from the County. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200 Subpart F, as revised. An audit of the Operating Agency conducted by an independent certified public accountant (IPA) licensed under Chapter 473, Florida Statutes, in accordance with the provisions of 2 CFR Part 200 Subpart F, as revised, will meet the requirements of this paragraph. If the Operating Agency Inc. expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 Subpart F, as revised, is not required. In the event that the Agency. expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200 Subpart F, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from the Operating Agency's resources obtained from other than Federal entities).

In accordance with 2 CFR Part 200 Subpart F, as revised, if applicable, Circles of Care, Inc. shall submit to the County a copy of the audit and all related responses within one hundred twenty (120) days after termination of this Agreement. If unable to meet the audit deadline, the Operating Agency must submit a written request for an extension approval by the Director of Housing & Human Services Department to the following address:

Brevard County Housing and Human Services Department  
Ian Golden, Director  
2725 Judge Fran Jamieson Way, Building B  
Viera, Florida 32940

The Contractor shall also provide the County with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement. The Contractor is requested to provide copies of any monitoring conducted during the term of this Agreement, conducted by any agency or agent, and agency responses to such audits or monitoring within 30 days of receipt in order to facilitate county monitoring requirements. All information shall be sent to address as shown above.

The Contractor shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the County or its designee, the Comptroller, or the Funding Agency access to such records upon request. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved. The agency shall ensure that audit working papers are made available to the County, or its designee, the Comptroller, or Funding Agency upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the County.

In the event the audit shows that any or all of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Contractor shall reimburse the County of all such funds within thirty (30) days after the County has notified the Contractor in writing of such noncompliance.

(c). **MONITORING:** The County will conduct periodic administrative, programmatic and financial monitoring to assess the Contractor's performance and compliance with this contract and applicable federal and state laws, rules and local policies and procedures. The Contractor shall permit persons duly authorized by the County to inspect any records, papers, documents, electronic documents, facilities, goods and services of the Contractor that are relevant to this Contract, and interview any clients and employees of the Contractor under such conditions as the County deems appropriate. Following such inspection, the County will deliver to the Contractor a list of its findings/concerns, including deficiencies regarding the manner in which said goods and services are provided. The Contractor shall rectify all noted deficiencies specified by the County within the specified period of time set forth in the County's Monitoring Report. The Contractor's failure to correct these deficiencies within the time specified by the County may result in the withholding of payments, being deemed in breach or default, and/or termination of this Contract.

(d). **REPORTS:** The Contractor shall submit quarterly reports within twenty (20) calendar days after the end of the month for which the Contractor is requesting reimbursement using Quarterly Performance & Measurable Outcome Reports Form (Attachment E) and Evaluation Plan (Attachment F) to assist the County in determining whether measurable outcomes are being met. **All reports are due on the 20<sup>th</sup> or twenty (20) calendar days after the end of the month for which the Contract is requesting reimbursement.** Brevard County reserves the right to withhold ten percent (10%) of each payment request due to the Contractor, for failure to meet outcomes or failure to submit required quarterly reports in a timely manner. Any withheld amount will be remitted to the Contractor upon receipt of documentation that outcomes are being met or upon receipt of the required monthly reports.

17. **PUBLIC RECORDS:** For the purposes of this section, the term:

(a). "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b). "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

(a). Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b). Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c). Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d). Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

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

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

20. **CONFLICT OF INTEREST:**

(a). The Contractor shall not engage the services of any person or persons now employed by the County, including any department, agency, board or commission thereof, to provide services relating to this Agreement without written consent from the County.

(b). The Contractor shall not accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub-agreements.

(c). The Contractor shall not award a contract or subcontract under this Agreement to any company who the Contractor has a financial or any other interest in, including but not limited to employing an employee of the Contractor or any member of an employee's, agents, or officer's immediate family.

(d). No Contractor, including officers, employees, agents, consultants or elected or appointed officials, may occupy a unit unless approved by the County.

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

22. **INFORMATION RELEASE/GRANTOR RECOGNITION:** News releases, publicity releases, or advertisements relating to this Agreement or the tasks or projects associated with the project, shall be submitted in writing to the County and be approved in advance of any release or publication. Any release or advertisement advertising or publicizing the lease shall be approved by the County in advance. Releases shall identify the funding entity as well as the funding source.

23. **DEBARMENT AND SUSPENSION:** Brevard County will not intentionally award contracts to any agency or its Contractors and/or subcontractors that:

(a). Have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local Department or agency;

(b). Have, within a three (3) year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c). Are presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) above; and

(d). Have, within a three (3) year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

(e). **Circles of Care, Inc.** has provided the County with a Certification Regarding Debarment and Suspension. In accordance with the Certification Regarding Debarment and Suspension **Circles of Care, Inc.** will provide the County with the same document completed for all lower tier covered transactions, such as transactions with sub-grantees and/or Contractors and/or subcontractors, and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

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

25. **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 or invalidated in any way.

26. **ATTACHMENTS:** In the performance of this Agreement, the Contractor shall comply with the following attachments:

|                       |   |
|-----------------------|---|
| <b>Attachment A:</b>  | <b>Scope of Service</b>                                     |
| <b>Attachment A1:</b> | <b>Program Logic Model</b>                                  |
| <b>Attachment B:</b>  | <b>Itemized Costs Budget</b>                                |
| <b>Attachment C:</b>  | <b>Conditions and Methods of Compensation</b>               |
| <b>Attachment D:</b>  | <b>Quarterly Request for Reimbursement Form</b>             |
| <b>Attachment E:</b>  | <b>Quarterly Performance and Measurable Outcome Reports</b> |
| <b>Attachment F:</b>  | <b>Evaluation Plan</b>                                      |

27. **NOTICE:** Please notify the County if your organization is experiencing any (key) programmatic turnover. Notice under this Agreement shall be given by certified mail or hand delivery as follows: Mr. Ian Golden, Director, Housing and Human Services Department, 2725 Fran Jamieson Way, Building B, Viera, Florida, 32940 and Notice shall be given to the Contractor by certified mail or hand delivery as follows: William L. Vintroux, Chief Financial Officer, Circles of Care, Inc., 400 East Sheridan Road, Melbourne, Florida 32901.

SPACE LEFT BLANK INTENTIONALLY

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

**REVIEWED FOR LEGAL FORM AND CONTENT:**

By: *Becky Behl-Hill*  
Becky Behl-Hill, Assistant County Attorney

Date: 10/26/17

**ATTEST:**



*Scott Ellis*  
Scott Ellis, Clerk

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

By: *Curt Smith*  
Curt Smith, Chairman

Date: 10/20/17

As approved by Board on: 9/26/17

**WITNESS:**

*Vincent Potes*  
Signature

Accountant II  
Name and Title, Typed or Printed

**CONTRACTOR**

By: *William L. Vintroux*  
Signature

Date: 11-29-17

William L. Vintroux, Chief Financial Officer  
Name & Title, Typed or Printed

Circles of Care, Inc.  
Name of Company

400 East Sheridan Road,  
Mailing Address

Melbourne, Florida 32901  
City, State, Zip Code

(321) 726-2955  
Area Code/Telephone Number

**ATTACHMENT A**  
**Scope of Services**  
*(Revised 10/9/17)*

**NAME OF PROGRAM: BAKER ACT MENTAL HEALTH SERVICES**

**SCOPE OF SERVICE:**

Circles of Care, as the premier behavioral healthcare provider in Brevard County, offers a wide array of services to meet the mental health and substance abuse treatment needs of local citizens. Over 9,000 residents receive services annually under the provisions of the Baker Act. Specifically, the following departments coordinate services within the program to effectively treat and maintain individuals that represent an imminent threat to self or others due to acute mental illness or severe and persistent mental illness in the least restrictive environment.

**Harbor Pines**

Harbor Pines is a 50-bed inpatient psychiatric crisis stabilization unit. This department primarily treats indigent clients who meet the criteria in the Florida Mental Health Act (Baker Act). Clients are screened by an Intake Counselor and admitted on either a voluntary or involuntary basis. This unit has high utilization, high occupancy and is a cornerstone of the public mental health system.

1. AGENCY NAME: Circles of Care, Inc.
2. A. PROGRAM SERVICE COMPONENT/  
COST CENTER: Crisis Stabilization Unit  
B. PROGRAM NAME: Harbor Pines
3. ADDRESS: 880 Airport Blvd  
Melbourne, FL 32901
4. DIRECTOR/COORDINATOR  
PHONE: Kathy Adams, RN  
(321) 914-0626
5. GEOGRAPHIC AREAS SERVED: Brevard County (Region C, Circuit 18)
6. DAYS/HOURS OF OPERATION: 24 hours/day; 7 days/week
7. POPULATION GROUPS SERVED: Clients experiencing acute psychiatric emergencies including those who have been civilly committed
8. A. STATEMENT OF WORK  
Philosophy: The philosophy of the Harbor Pines Unit is to provide crisis stabilization services and involuntary examinations in a humane manner that preserves the safety of the individual and others while regarding the rights of the individual.

Target population: The target population is those Brevard County adults who have been identified for involuntary examination under the Baker Act and those individuals who apply for voluntary admission after a determination of need is made.

Length of program: The length of the program depends upon the clinical need of the client. The median length of stay for agency's fiscal year ending June 30, 2016 was three (3) days.

Services: The crisis stabilization service is offered twenty-four hours a day, seven days a week because of the inpatient nature of the program. The program includes such key components as psychiatric evaluation, physical examination, nursing assessment and care, group therapy, social work services and recreation.

Census: The Harbor Pines Unit has a total licensed bed capacity of 50 beds. The average daily census for the fiscal year ending June 30, 2017, was 38.4 days with a standard deviation of 6.5 days.

Goals: The goals of the program are to fulfill the public receiving facility mandate. More specifically, the goals are to evaluate, treat, and recommend follow up care for adults with mental illness who have been admitted.

Other: Assessment begins and continues from the time of admission. Good assessment of the disability and the resources of the client are necessary to efficient functioning. Formal assessments are made by the psychiatrist, the social worker, and the nurse assigned to the client's treatment team. A plan of care is devised and the client's progress is assessed daily during rounds.

Treatment and education are the major interventions to resolve the crisis precipitating admission and to arm the client with coping strategies for the future. Psychotropic medication is frequently prescribed based on individual needs. Group and individual counseling are topical and oriented to coping skill training. Education about chronic illnesses, the role of medication, and substance abuse are provided.

Discharge planning begins with the initial assessments by identifying the resources necessary to support the return to community living. Consultation with family and relatives is important to educate them and solicit their support for their client. Referrals are made to a wide variety of community-based services to support the aftercare plan designed with the client.

- B. METHOD OF SERVICE PROVISION The program hours are 24 hours per day, seven days per week. Referrals may be made by initiating the appropriate involuntary examination forms or by calling or walking into the Intake Service Office at 880 Airport Blvd, Melbourne, Florida. An evaluation prior to assessment is made in Intake Services to determine if Baker Act criteria have been met. Treatment planning is multidisciplinary. Records are stored in the Medical Records Department of Circles of Care. Supervision of each client's care is under the direction of the treating psychiatrist who is responsible to the Chief of Medical Staff.

During the time of stay on the unit, the clients will be evaluated by case management to determine if they meet criteria for case management services. Groups and individual sessions are scheduled to carry out activities of daily living, problem solving, and coping skills. Attention is directed to the importance of medication compliance in the recovery process.

Discharge criteria are legal and clinical in nature, evaluated on a case-by-case basis and applied in the judgment of the treating psychiatrist. When criteria are met, as established by an interview with the client conducted by the psychiatrist, the psychiatrist writes his/her discharge recommendations and discharge prescriptions (if any). The social worker makes the aftercare arrangements, such as, clinic appointments, transportation and family contact. The nurse goes over the discharge information and gives education to the client about his/her condition, medications and appointments.

## Child Crisis Stabilization Unit

The Child Crisis Stabilization Unit (CCSU) is a 16-bed locked unit designed to meet the needs of children and adolescents who are residents of Brevard and surrounding counties. The CCSU is staffed by highly qualified practitioners and is directed by a physician who specializes in child psychiatry. This unit also serves as the County's Baker Act Receiving facility for children and adolescents.

1. AGENCY NAME: Circles of Care, Inc.
2. A. PROGRAM SERVICE COMPONENT/  
COST CENTER Child Crisis Stabilization
- B. PROGRAM NAME: Child Crisis Stabilization Unit
3. ADDRESS: 400 East Sheridan Road  
Melbourne, FL 32901
4. DIRECTOR/COORDINATOR: Elizabeth Steidl, RN  
PHONE: (321) 726-2895
5. GEOGRAPHIC AREAS SERVED: Brevard County (Region C, Circuit 18)
6. DAY/HOURS OF OPERATION: 24 hours/day; 7 days/week
7. POPULATION GROUPS SERVED: Children and adolescents
8. A. STATEMENT OF WORK

Philosophy of the program: Each client will be treated in the least restrictive manner, in the context of their family, and returned to the community as soon as possible.

Target population: Child and adolescents from (Region C, Circuit 18) who meet Baker Act admission criteria for involuntary or voluntary admissions.

Length of program: This unit's mission is crisis stabilization; therefore, it is anticipated that the length of stay will be short term. Clinical criteria will be used to determine discharge from the program.

Services: Each client will receive:

- A physical examination within 24 hours of admission to diagnose health problems.
- A comprehensive nursing assessment,
- Psychotherapeutic services will be performed by qualified staff members. These services may include, as prescribed in the treatment plan, individual, group and/or family therapy.
- Activities to address the leisure, recreational and exercise needs of the clients will be provided.
- Therapeutic milieu will be designed to offer structure and emotional support to clients.

Census: The bed capacity of the unit is 16.

Goals of the program: Crisis stabilization goals are to reduce the acute symptomatology precipitating admission and to enlist the support of family and community resources to permit discharge in a timely manner.

B. METHODS OF SERVICE PROVISION

Hours of operation: 24 hours a day/7 days a week

Referral: At the time of discharge, referral for follow-up care will be made.

Assessment: Upon admission, a physical examination, a psychiatric examination, and a nursing assessment are obtained. Within 72 hours a psychosocial history is obtained. Other laboratory or psychological tests may be ordered by the psychiatrist in charge of the case.

Client orientation: The mental health technician, in the admission process, will orient the client to the unit. Each client will receive a handbook with rules and rights regarding the unit.

Record maintenance: Medical records will be stored on the unit in the nurses' station while the client is in active treatment. Upon discharge, they will be stored in central medical records.

Treatment planning: Initial treatment planning will be performed by the medical staff, including the psychiatrist and RN staff. Multidisciplinary input to the treatment plan will be added as assessments are made and treatment needs identified.

Clinical supervision: Dr. Arpana Kopuri, Board Certified Child Psychiatrist, will be responsible for the clinical supervision.

Discharge: Discharge will be based on legal and clinical criteria.

**Medical Outpatient Clinics**

The first line of treatment for many behavioral health conditions is medication because there are biological abnormalities underlying the symptoms. Hospitalized patients are followed up in the clinics to insure they are getting maximum clinical results with minimal side effects in the long-term management of their conditions. Other patients may be referred when they experience an acute episode of depression or anxiety as well as a myriad of less frequent conditions. Expert psychiatric evaluation and the short-term treatment of these conditions are common. The clinics are located in all three major geographic areas of the County and are staffed by qualified psychiatrists. Both children and adults are seen in these clinics.

1. AGENCY NAME: Circles of Care, Inc.
2. A. PROGRAM SERVICE COMPONENT/  
COST CENTER: Medical Outpatient
- B. PROGRAM NAME: Medication Clinics
3. ADDRESS: 2020 Commerce Drive  
Melbourne, Florida
4. DIRECTOR/COORDINATOR: Jose Alvarez, M.D., Medical Director  
Jason Wieseler, Psy.D., Executive Vice President
- PHONE: 321/722-5200 or 321-952-6000
5. GEOGRAPHIC AREAS SERVED: (Region C, Circuit 18)/Brevard County

6. DAYS/HOURS OF OPERATION: Monday-Friday, 8:30 a.m.-5 p.m., after these hours call 914-0640.
7. POPULATION GROUPS SERVED: Mentally ill who need or who are being maintained on psychotropic medications

8. A. STATEMENT OF WORK The philosophy of the program is based on two major ideas. The central premise of this work is the idea that mental disorders, especially the major mental disorders of mood and thought, have their etiology in the biological functioning of the individual. As a natural consequence of this idea, treatment with psychotropic medications is the way to treat these conditions. Although psychosocial factors may be involved to varying degrees, the behavioral and symptomatic expression of mental disorders can effectively be treated first by medication.

The second idea that forms the basic philosophy of these clinics is that monitoring the effects of medication is important so as to be able to titrate the dosage for the individual client to achieve maximum clinical efficacy with minimum side effects. Many visits to the clinic follow an episode of hospital care or are planned to manage a chronic illness such as schizophrenia. Ongoing care is the principal for these chronic conditions.

The target population includes chronically and persistently mentally ill clients, clients being discharged from Harbor Pines or the CCSU, clients being seen in outpatient counseling and clients from the community. Length of time in the program is determined by the clinical need of the client.

The services provided are initial psychiatric evaluations for the prescription of psychotropic medication and follow up visits to check and, if necessary, adjust the medication based on clinical response. The goals of the program are to safely maintain a client on their prescribed medication and to permit clients to stay out of more restrictive service settings within the limits of this type of treatment.

- B. METHOD OF SERVICE PROVISION When clients are referred, or call in for services, which are the two basic ways to access services, an appointment is scheduled for a psychiatrist to perform a psychiatric evaluation that identifies target symptoms that can be managed with medication. Dosage of the medication needs to be titrated to the individual's biochemistry so there is symptom reduction at the lowest dosage level. A medical cost benefit judgment is being offered by the psychiatrist based on this evaluation. After the initial evaluation and prescription, follow-up visits are necessary to evaluate the efficacy of the medication, to monitor the client for side effects, to change or discontinue medication as necessary, and to educate the patient about the need for complying with the medication. If psychological problems are in need of attention, the psychiatrist will refer the client to a case manager or outpatient counselor. Evaluations and medication visits are also provided by a licensed ARNP under the supervision of a credentialed psychiatrist as dictated by State statute and Circles of Care's medical staff policies.

Medical records are maintained at this facility and through the agency electronic medical records. The treatment plan is ordered by the psychiatrist and the discharge readiness is based on the psychiatrist's judgment. The psychiatrist in charge of the case is supervised by the Chief of Medical Staff. Clinics are available at 1770 Cedar Street, Rockledge; 6700 U.S. Highway One, Titusville; and 2020 Commerce Drive, Melbourne.

## ATTACHMENT A-1 – PROGRAM LOGIC MODEL

Agency Name: Circles of Care, Inc.

Program Name: Baker Act Mental Health Services

Focused Care Area: Brevard County

Have you made any changes to the program logic model?  No  Yes      Date Revised: 10/9/17

| RESOURCES   | ACTIVITIES  | OUTPUTS  | OUTCOMES   | GOALS  |
|---|---|--|--|--|
| <ul style="list-style-type: none"> <li>• Executive Director</li> <li>• Chief of Medical Staff</li> <li>• 125 FTEs (including medical, licensed, other clinical, and non-degreed staff)</li> <li>• Adult Crisis Stabilization Unit (50 licensed beds)</li> <li>• Child Crisis Stabilization Unit (16 licensed beds)</li> <li>• 10,000 sq. ft. Outpatient Medical Facility (Melbourne)</li> <li>• 12,000 sq. ft. Outpatient Medical Facility (Rockledge)</li> <li>• 6,000 sq. ft. Outpatient Medical Facility (Titusville)</li> <li>• Central Florida Cares Health System</li> <li>• Brevard County Housing and Human Services</li> </ul> | <ul style="list-style-type: none"> <li>• 24 Hour Emergency Screening and Referral Services for Voluntary and Involuntary mental health patients</li> <li>• Inpatient Psychiatric Services providing treatment under the supervision of a licensed physician who is Board eligible or Board Certified in Psychiatry</li> <li>• Outpatient Medical Services including medication management and evaluation</li> </ul> | <ul style="list-style-type: none"> <li>• Quarterly report of inpatient discharges</li> <li>• 9,000 unduplicated clients served annually</li> <li>• 4,500 inpatient discharges, annually</li> </ul> | <ul style="list-style-type: none"> <li>• The median length of stay for inpatient admissions will be no more than four (4) days (Reported quarterly and based upon the inpatient discharges during the quarter).</li> <li>• 65% of inpatient clients served will live in a stable housing environment (based upon the numbers reported in Outcome #1 for each quarter).</li> <li>• At least 65% of (unduplicated) inpatient clients served will have at least one mental health outcome measure record during the fiscal year.</li> </ul> | <ul style="list-style-type: none"> <li>• Contribute to public safety by stabilizing Brevard County residents with mental illness who represent an imminent danger to self/others in the least restrictive environment.</li> <li>• Reduce the inpatient recidivism of severe and acute episodes of mental illness and severe and persistent episodes of mental illness</li> </ul> |

**ATTACHMENT B**  
**ITEMIZED BUDGET**  
**10/1/2017 – 9/30/2018**

NAME OF ORGANIZATION: CIRCLES OF CARE, INC.

NAME OF PROGRAM: BAKER ACT MENTAL HEALTH SERVICES

| BUDGETED SERVICE  | BUDGET AMOUNT      |
|---|--------------------|
| Salaries and Benefits: % of 125.0 FTE's to provide baker act mental health services for clients (provides match for 26 Baker Act beds). | \$1,748,507        |
| <b>TOTAL</b>  | <b>\$1,748,507</b> |

**ATTACHMENT C**  
**CONDITIONS AND METHOD OF COMPENSATION**  
**CIRCLES OF CARE, INC.**  
***BAKER ACT/MENTAL HEALTH SERVICES***

The Contractor, **Circles of Care, Inc.**, shall be paid a total sum not to exceed **\$1,748,507.00** in **General Revenue** program funds for the services specified under this agreement. Compensation shall be allowed on a **cost reimbursement basis**.

In every case payment will be made subject to the receipt of the **Quarterly Request for Reimbursement form (Attachment D)** specifying and certifying the expenses incurred and expended in conformance with this Agreement for the *preceding quarter* and that the Contractor is entitled to receive the amount requisitioned under the terms of this Agreement.

The final Reimbursement Request shall be submitted no later than **October 20, 2018**. Any **General Revenue** program funding covered by this agreement not expended for eligible activities by **September 30, 2018**, shall revert to the County.

The Contractor shall not request reimbursement from the County for services, which have been committed to be paid by another source of revenue.

**The Contractor shall notify the County in writing within 15 days of execution of this Agreement of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.**

**CONDITIONS OF REIMBURSEMENT:**

Reimbursement is contingent upon:

- a) The receipt and approval of all documentation as required by this agreement.
- b) The satisfactory evaluation of the Contractor by the Housing and Human Services Department.
- c) Compliance with all other terms as stated in this Agreement.

**METHOD OF REIMBURSEMENT REQUESTS:** The Contractor shall comply with cost principles as established in 2 CFR Part 200 Subpart E for Non-Profit Organizations. The following pertains to Requests for Reimbursement:

- a) The County shall reimburse the Contractor for all approved budgeted costs outlined in the **Itemized Costs Budget Form (Attachment B)** as permitted by Federal, State, and County regulations and policies.
- b) The **Quarterly Request For Reimbursement Form (Attachment D)** should be submitted with proper documentation attached, including, but not limited to, a copy of all invoices, times cards, computer printouts and checks, payroll information, reports or any other applicable information needed as determined by the Housing & Human Services Department staff for activities and materials for which reimbursement is requested.
- c) Requests for Reimbursement shall be submitted **quarterly**. Reimbursement requests must be submitted to the Housing and Human Services Department for approval within **twenty (20) calendar days after the end of the month** for which the Contractor is requesting reimbursement. Upon approval, Housing & Human Services Department staff shall authorize Brevard County Finance Department to make the applicable reimbursement.

**ATTACHMENT D**  
**HOUSING AND HUMAN SERVICES DEPARTMENT**  
**QUARTERLY REQUEST FOR REIMBURSEMENT FORM**

REVIEWED BY:

CONTRACT/PROJECT MONITOR: BRENDA BECKER

FINANCIAL APPROVAL: \_\_\_\_\_

BUSINESS AREA: 0001 COST CENTER: 200662 G.L. ACCOUNT: 5340000

VENDOR# 004355 P.O.#: \_\_\_\_\_ DOC.#: \_\_\_\_\_

AMOUNT: \$ \_\_\_\_\_

APPROVED FOR PAYMENT BY: \_\_\_\_\_

AUTHORIZED SIGNATURE

DATE

|   |  |
|---|--|
| FUNDING SOURCE:   | GENERAL REVENUE  |
| NAME OF ORGANIZATION:                                       | CIRCLES OF CARE, INC.  |
| CONTACT PERSON:   | WILLIAM L. VINTROUX<br>CHIEF FINANCIAL OFFICER<br>VICE PRESIDENT, BUSINESS & FINANCE |
| PROGRAM ADDRESS:  | 400 EAST SHERIDAN ROAD, MELBOURNE, FL 32901  |
| MAILING ADDRESS: <i>(if different from program address)</i> |  |
| E-MAIL ADDRESS:   | <a href="mailto:bvintroux@circlesofcare.org">bvintroux@circlesofcare.org</a>         |
| TELEPHONE NUMBER:   | (321) 722-5200 or (321) 726-2955   |
| REQUEST DATE:   |  |
| REQUEST NUMBER:   |  |
| FINAL PAYMENT REQUEST:                                      | YES / NO   |
| FUNDS ARE HEREBY REQUESTED FOR THE FOLLOWING:               |  |
| ▪ Salaries and Benefits                                     | \$   |
| ▪ TOTAL AMOUNT TO BE PAID                                   | \$   |
| AUTHORIZED SIGNATURE:                                       |  |

**Period Covers October 1, 2017, to September 30, 2018.**

**ATTACHMENT E**  
**CIRCLES OF CARE, INC.**  
**BAKER ACT MENTAL HEALTH SERVICES**

**BREVARD COUNTY**  
**HOUSING AND HUMAN SERVICES DEPARTMENT**  
**QUARTERLY PERFORMANCE AND MEASURABLE OUTCOME REPORTS**  
*(Reports must be submitted with each Request for Reimbursement)*

Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Is the program(s) meeting its expenditure goals? Yes \_\_\_ No \_\_\_

If no, provide an explanation as to why expenditure goals are not being met and plans for meeting these goals in the future.

Please state the progress achieved towards accomplishments outlined in your scope of services and/or measurable outcomes.

Please state any problem(s) your organization may be experiencing in regards to completing the accomplishments outlined in your scope of services and/or measurable outcomes, and a plan(s) to resolve the problem(s).

Has your organization experienced any (key) programmatic turnover? Yes \_\_\_ No \_\_\_  
If yes, please explain.

Did the agency leverage funding this quarter? Yes \_\_\_ No \_\_\_  
If yes, explain:

- Labor (hourly rate) \$ \_\_\_\_\_ X \_\_\_\_\_ Hours \$ \_\_\_\_\_
  - Equipment & Supplies \$ \_\_\_\_\_
  - Funding \$ \_\_\_\_\_
  - Etc. \$ \_\_\_\_\_
- Total Leveraged \$ \_\_\_\_\_

How did your agency measure customer satisfaction this month/quarter? \_\_\_\_\_  
Please attach a summary of results/tools.

Has your organization provided 211 Brevard with the most current contact and program(s) information? *(Information must be updated every six (6) months).* Yes \_\_\_ No \_\_\_

Is technical assistance needed? Yes \_\_\_ No \_\_\_  
If yes, in what area(s)

**ATTACHMENT E**  
**CIRCLES OF CARE, INC.**  
**BAKER ACT MENTAL HEALTH SERVICES**

| FY 2017-2018 QUARTERLY MEASURABLE OUTCOMES  | OCT-DEC  | JAN-MARCH | APRIL-JUNE | JULY-SEPT | YTD |
|---|--|-----------|------------|-----------|-----|
|   | 4,500 inpatient psychiatric discharges annually. |           |            |           |     |
| 9,000 unduplicated clients receiving psychiatric services including inpatient, medication management and/or evaluation.   |  |           |            |           |     |
| The median length of stay for inpatient discharges will be no more than four (4) days (based upon the inpatient discharges, above in Outcome #1).                 |  |           |            |           |     |
| 65% of inpatient clients served will live in a stable housing environment (Stable Housing ÷ PERF Outcomes) <sup>1</sup> .   | %  | %         | %          | %         | %   |
| 65% of (unduplicated) inpatient clients served will have at least one mental health outcome measure record (Unique Patient Outcome ÷ All Patients) <sup>2</sup> . |  |           | %          | %         | %   |

Signature:

*Note: Report must be submitted along with your request for reimbursement within 20 calendar days after the end of the month/quarter for which you are requesting reimbursement!!!*

<sup>1</sup> Mental health outcomes measures (PERF) are collected quarterly based on a client's anniversary date. Therefore, only a subset of the patients admitted during a specific quarter receive a PERF as a course of the admission. These PERFs are used to conduct this county Measurable Outcome each quarter. From the available PERFs the % of clients living in a stable housing environment is calculated.

<sup>2</sup> Mental health outcomes measures (PERF) are collected quarterly based on a client's anniversary date. Therefore, only a subset of the patients admitted during a specific quarter receive a PERF as a course of the admission. These PERFs are used to conduct this county Measurable Outcome each quarter. From the available PERFs, the % with at least one mental health outcome during the fiscal year is calculated.

## ATTACHMENT F - EVALUATION PLAN

Agency Name: Circles of Care, Inc.

Program Name: Baker Act Mental Health Services

Focused Care Area: Brevard County

Have you made any changes to the evaluation plan?     No     Yes    Date Revised: 4/27/2017

| OUTCOMES   | INDICATORS  | MEASUREMENT TOOL/APPROACH  | SAMPLING STRATEGY & SAMPLE SIZE | FREQUENCY & SCHEDULE OF DATA COLLECTION   |
|--|---|--|---------------------------------|---|
| 1. Maintain median length of stay in a CSU / Inpatient unit to no more than 4 days   | The median length of stay for all Baker Act discharges will be no more than 4 days.   | Inpatient claims database  | Entire population               | <ul style="list-style-type: none"> <li>• Monthly data reporting;</li> <li>• Quarterly performance outcome report</li> </ul>                                     |
| 2. Increase the percent of clients who live in stable housing environments (based on post admission assessments)                           | At least 65% of inpatient clients served will live in a stable housing environment (as a measure of functional status).                     | Pre/Post Florida Mental Health Outcomes (a standard state of Florida outcome assessment for the Department of Children and Families) | Entire population               | <ul style="list-style-type: none"> <li>• Quarterly administration based on patient anniversary date;</li> <li>• Quarterly performance outcome report</li> </ul> |
| 3. Increase the % of clients served who will have at least one corresponding mental health outcome measure record (FL DCF Outcome Measure) | At least 65% of (unduplicated) inpatient clients served will have at least one mental health outcome measure record during the fiscal year. | Pre/Post Florida Mental Health Outcomes (a standard state of Florida outcome assessment for the Department of Children and Families) | Entire population               | <ul style="list-style-type: none"> <li>• Quarterly administration based on patient anniversary date;</li> <li>• Quarterly performance outcome report</li> </ul> |

SECTION 00500

CONTRACT

THIS CONTRACT, made and entered into this 06 day of March 2018 by and between the Brevard County, Florida Board of County Commissioners, a political subdivision of the State of Florida (hereinafter called the Owner), and Maxwell Contracting Inc, a Florida Corporation doing business at P.O. Box 820, Cocoa, Florida 32923-0820 (hereinafter called the "Contractor").

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1.01 SCOPE OF THE WORK

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work shown on the Drawings and described in the Specifications entitled,

**Force Main C-09 Replacement**

as prepared by Honeycutt & Associates, Inc., acting as, and in the Contract Documents entitled, the Engineer, and shall do everything required by this Contract and the other Contract Documents.

1.02 THE CONTRACT SUM

- A. The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, as follows:
- B. Based upon the price shown in the Contractor's Bid heretofore submitted to the Owner, which Bid is a part of these Contract Documents, the aggregate amount of this Contract is the sum of One Hundred Fifty Nine Thousand Nine Hundred Twenty Nine Dollars & NO/100 (\$159,929.00).

1.03 COMMENCEMENT AND COMPLETION OF WORK

- A. The Contractor shall commence work within 10 calendar days after the start of the Contract Time identified on the Notice to Proceed.
- B. The Contractor shall prosecute the Work with faithfulness and diligence and shall complete the Work no later than 120 days after the date specified in the Notice to Proceed.

1.04 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that Contractor has carefully examined the surface of the site and has made sufficient reasonable test holes, or other surface and subsurface investigations and is fully satisfied that said site is a correct and suitable one for this work and Contractor assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the Owner than against the Contractor and Contractor's Surety.
- B. Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the Owner and such decision shall be final and binding upon all parties. If the ambiguity or uncertainty could have been identified during the Bidding process, such discrepancy or inconsistency shall not serve as a claim for additional time or money.
- C. It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the Owner, or by any agent or representative as being in compliance with the terms of this Contract or with the Drawings, and Specifications covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, or the Drawings and Specifications covering said work; and that the Owner may require the Contractor and Surety to strictly comply with this Contract and the Drawings and Specifications; and that the Owner may require the Contractor and the Surety to repair, replace, restore any and all of said work and materials which within a period of two years from and after the date of the acceptance of work are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to material or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. Failure on the part of the Contractor or Contractor's Surety, immediately after Notice to either repair or replace any such defective materials and workmanship shall entitle the Owner, if the Owner sees fit, to replace or repair the same and recover the reasonable cost of such replacement or repair from the Contractor and Surety who, shall in any event be jointly and severally liable to the Owner by reason of the Contractor's breach of this Contract or Contractor's failure to comply strictly with this Contract and with the Drawings and Specifications.

#### 1.05 LIQUIDATED DAMAGES

- A. Both parties recognize that precise actual damages for delay are impossible to determine. The parties therefore agree to fix liquidated damages for delay in the Substantial Completion of the Project, as that term is more fully defined in Section 00700 of this Contract. **As a condition precedent to the issuance of the Notice to Proceed, a written addendum setting forth a reasonable date by which the Contractor must realize Substantial Completion shall be executed by the Contractor and the Owner. The reasonable Substantial Completion date set forth in the addendum shall be determined by the Owner's Engineer after consultation with the Contractor.**

On the Substantial Completion date, or such revised Substantial Completion date of the Project as may occur because of an authorized written Change Order of contract time for Substantial

Completion, all essential elements of the Project must be ready for their intended use. Therefore, the agreed upon liquidated damages for failure to substantially complete the essential elements of the Project by the Substantial Completion date shall be \$100.00 per day for each calendar day of delay in the Substantial Completion of the work, beyond the Substantial Completion date, up to but not including the date the Project is deemed substantially complete by the Owner's Engineer.

- B. The liquidated damages for delay in the completion or construction of non-essential elements of the Project after the date of Substantial Completion is fixed at \$75.00 per calendar day.
- C. Final completion must occur within 14 days after the Project is deemed substantially complete by the Owner's Engineer. The liquidated damages for delay of final completion of the Project beyond the established date are fixed at \$50.00 per calendar day.
- D. This liquidated damages clause applies only to delay claims arising out of the Contractor's failure to timely perform the work required under the Contract. Nothing in this liquidated damages provision shall be deemed to preclude the prosecution of a claim for actual damages involving defects in the work, breach of contract or any other claim for damages not involving a claim based solely on delay caused by the Contractor's untimely performance of the work.
- E. For each day that any part of the work remains uncompleted after the expiration of the time allowed for completion of the work stipulated in the Contract or as increased by an authorized written Change Order, the sum per day set forth in the applicable subparagraph A, B or C above, shall be deducted from any moneys due the Contractor, or if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the Surety, or from both. The amount of these deductions are to cover liquidated damages to the Owner incurred by additional and other expenses due to the failure of the Contractor to complete the work or any part of the work within the completion time specified in subparagraph A, B or C, whichever is applicable, and such deductions are not to be considered as penalties.

#### 1.06 PARTIAL AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:

- A. The Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner's Engineer, pursuant to provisions of Section 219.70, Florida Statutes, Florida Prompt Payment Act, less five percent (5%) of the amount of such estimate which is to be retained by the Owner until all work has been performed strictly in accordance with this Contract and until such work has been accepted by the Owner. The Owner shall not be responsible for payment to the Contractor for delays.
- B. Upon receipt of the payment bond Surety's written consent to the release of final payment to the Contractor who has furnished and recorded a payment bond and after all guarantees that may be required in the specifications have been furnished and are found acceptable by the Owner, final payment on account of this Contract shall be made within twenty (20) days after completion by the Contractor of all work covered by this Contract and acceptance of such work by the Owner. If the payment bond surety serves a written revocation of consent to payment or a written direction

that the COUNTY withhold a specified amount from a payment, the COUNTY shall withhold from the final payment the amount specified by the payment bond Surety.

1.07 ADDITIONAL BOND

- A. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the Performance and Payment Bonds hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the Work, the Contractor shall, at Contractor's expense, and within three days after the receipt of Notice from the Owner to do so, furnish an additional bond or bonds, in such form and amount, and with such sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

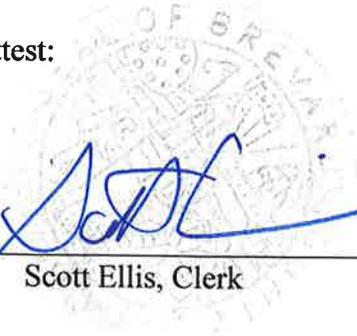
1.08 CONTRACT DOCUMENTS

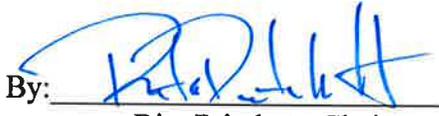
- A. The Contract Documents are those referenced in Section 00700 of the Contract in Article 1 entitled "Definitions", as set forth in the Instructions to Bidders, which may or may not be attached hereto, and such contract documents also include any approved and fully executed change or task orders. All of the above described contract documents are incorporated as a part of this Contract as if set forth in full herein.

IN WITNESS WHEREOF the parties hereto have executed this Contract on the dates indicated below:\*

Attest:

Board of County Commissioners of  
Brevard County, Florida (Owner)

  
  
\_\_\_\_\_  
Scott Ellis, Clerk

By:   
\_\_\_\_\_  
Rita Pritchett, Chair

Date: \_\_\_\_\_

Seal

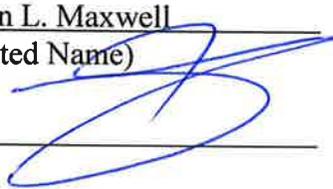
As approved by the Board on:

\_\_\_\_\_ September 26, 2017 \_\_\_\_\_

Maxwell Contracting, Inc.  
Contractor

Date: March 6, 2018

By: Bryan L. Maxwell  
(Printed Name)

Signature:   
\_\_\_\_\_

Title: President

Reviewed for legal form and content:

 3/13/18  
\_\_\_\_\_  
(Assistant) County Attorney

\_\_\_\_\_ (Seal)

(\* In the event that the Contractor is a Corporation, there shall be attached to the Contract a certified copy of a resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf.

CERTIFICATE

STATE OF FLORIDA

COUNTY OF Brevard

I HEREBY CERTIFY that a meeting of the Board of Directors of Maxwell Contracting, Inc., a Corporation under the laws of the State of Florida, held on March 6, 2018, the following resolution was duly passed and adopted:

“RESOLVED, that Bryan L. Maxwell, as \_\_\_\_\_ President of the Corporation, be and he is hereby authorized to execute the Contract dated March 6, 2018, also known as “Force Main C-09 Replacement”, between BREVARD COUNTY, FLORIDA, and this Corporation, and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 6<sup>th</sup> day of March, 2018.

  
\_\_\_\_\_  
Secretary

END OF SECTION

SECTION 00500

CONTRACT

THIS CONTRACT, made and entered into this 3<sup>rd</sup> day of April, 2018 by and between the Brevard County, Florida Board of County Commissioners, a political subdivision of the State of Florida (hereinafter called the Owner), and Danus Utilities, a Florida Corporation doing business at 4133 Saddle Club Drive, New Smyrna Beach, Florida 32168 (hereinafter called the "Contractor").

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1.01 SCOPE OF THE WORK

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work shown on the Drawings and described in the Specifications entitled,

**Lift Station X-15 Rehabilitation**

as prepared by Wade Trim Inc., acting as, and in the Contract Documents entitled, the Engineer, and shall do everything required by this Contract and the other Contract Documents.

1.02 THE CONTRACT SUM

- A. The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, as follows:
- B. Based upon the price shown in the Contractor's Bid heretofore submitted to the Owner, which Bid is a part of these Contract Documents, the aggregate amount of this Contract is the sum of One Hundred Ten Thousand Eight Hundred Dollars (\$110,800).

1.03 COMMENCEMENT AND COMPLETION OF WORK

- A. The Contractor shall commence work within 10 calendar days after the start of the Contract Time identified on the Notice to Proceed.
- B. The Contractor shall prosecute the Work with faithfulness and diligence and shall complete the Work no later than 120 days after the date specified in the Notice to Proceed.

1.04 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that Contractor has carefully examined the surface of the site and has made sufficient reasonable test holes, or other surface and subsurface investigations and is fully satisfied that said site is a correct and suitable one for this work and Contractor assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the Owner than against the Contractor and Contractor's Surety.
- B. Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the Owner and such decision shall be final and binding upon all parties. If the ambiguity or uncertainty could have been identified during the Bidding process, such discrepancy or inconsistency shall not serve as a claim for additional time or money.
- C. It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the Owner, or by any agent or representative as being in compliance with the terms of this Contract or with the Drawings, and Specifications covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, or the Drawings and Specifications covering said work; and that the Owner may require the Contractor and Surety to strictly comply with this Contract and the Drawings and Specifications; and that the Owner may require the Contractor and the Surety to repair, replace, restore any and all of said work and materials which within a period of two years from and after the date of the acceptance of work are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to material or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. Failure on the part of the Contractor or Contractor's Surety, immediately after Notice to either repair or replace any such defective materials and workmanship shall entitle the Owner, if the Owner sees fit, to replace or repair the same and recover the reasonable cost of such replacement or repair from the Contractor and Surety who, shall in any event be jointly and severally liable to the Owner by reason of the Contractor's breach of this Contract or Contractor's failure to comply strictly with this Contract and with the Drawings and Specifications.

1.05 LIQUIDATED DAMAGES

- A. Both parties recognize that precise actual damages for delay are impossible to determine. The parties therefore agree to fix liquidated damages for delay in the Substantial Completion of the Project, as that term is more fully defined in Section 00700 of this Contract. **As a condition precedent to the issuance of the Notice to Proceed, a written addendum setting forth a reasonable date by which the Contractor must realize Substantial Completion shall be executed by the Contractor and the Owner. The reasonable Substantial Completion date set forth in the addendum shall be determined by the Owner's Engineer after consultation with the Contractor.**

On the Substantial Completion date, or such revised Substantial Completion date of the Project as may occur because of an authorized written Change Order of contract time for Substantial Completion, all essential elements of the Project must be ready for their intended use. Therefore, the agreed upon liquidated damages for failure to substantially complete the essential elements of the Project by the Substantial Completion date shall be \$100.00 per day for each calendar day of delay in the Substantial Completion of the work, beyond the Substantial Completion date, up to but not including the date the Project is deemed substantially complete by the Owner's Engineer.

- B. The liquidated damages for delay in the completion or construction of non-essential elements of the Project after the date of Substantial Completion is fixed at \$75.00 per calendar day.
- C. Final completion must occur within 14 days after the Project is deemed substantially complete by the Owner's Engineer. The liquidated damages for delay of final completion of the Project beyond the established date are fixed at \$50.00 per calendar day.
- D. This liquidated damages clause applies only to delay claims arising out of the Contractor's failure to timely perform the work required under the Contract. Nothing in this liquidated damages provision shall be deemed to preclude the prosecution of a claim for actual damages involving defects in the work, breach of contract or any other claim for damages not involving a claim based solely on delay caused by the Contractor's untimely performance of the work.
- E. For each day that any part of the work remains uncompleted after the expiration of the time allowed for completion of the work stipulated in the Contract or as increased by an authorized written Change Order, the sum per day set forth in the applicable subparagraph A, B or C above, shall be deducted from any moneys due the Contractor, or if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the Surety, or from both. The amount of these deductions are to cover liquidated damages to the Owner incurred by additional and other expenses due to the failure of the Contractor to complete the work or any part of the work within the completion time specified in subparagraph A, B or C, whichever is applicable, and such deductions are not to be considered as penalties.

#### 1.06 PARTIAL AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:

- A. The Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner's Engineer, pursuant to provisions of Section 219.70, Florida Statutes, Florida Prompt Payment Act, less five percent (5%) of the amount of such estimate which is to be retained by the Owner until all work has been performed strictly in accordance with this Contract and until such work has been accepted by the Owner. The Owner shall not be responsible for payment to the Contractor for delays.
- B. Upon receipt of the payment bond Surety's written consent to the release of final payment to the Contractor who has furnished and recorded a payment bond and after all guarantees that may be required in the specifications have been furnished and are found acceptable by the Owner, final payment on account of this Contract shall be made within twenty (20) days after completion by

the Contractor of all work covered by this Contract and acceptance of such work by the Owner. If the payment bond surety serves a written revocation of consent to payment or a written direction that the COUNTY withhold a specified amount from a payment, the COUNTY shall withhold from the final payment the amount specified by the payment bond Surety.

1.07 ADDITIONAL BOND

- A. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the Performance and Payment Bonds hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the Work, the Contractor shall, at Contractor's expense, and within three days after the receipt of Notice from the Owner to do so, furnish an additional bond or bonds, in such form and amount, and with such sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

1.08 CONTRACT DOCUMENTS

- A. The Contract Documents are those referenced in Section 00700 of the Contract in Article 1 entitled "Definitions", as set forth in the Instructions to Bidders, which may or may not be attached hereto, and such contract documents also include any approved and fully executed change or task orders. All of the above described contract documents are incorporated as a part of this Contract as if set forth in full herein.

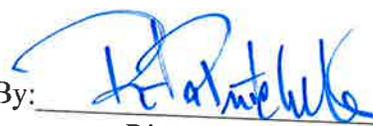
IN WITNESS WHEREOF the parties hereto have executed this Contract on the dates indicated below:\*

Attest:

  
\_\_\_\_\_  
Scott Ellis, Clerk

Seal

Board of County Commissioners of  
Brevard County, Florida (Owner)

By:   
\_\_\_\_\_  
Rita Pritchett, Chair

Date: \_\_\_\_\_

As approved by the Board on:

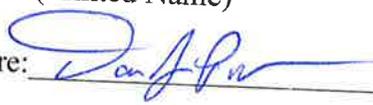
\_\_\_\_\_  
September 26, 2017

\_\_\_\_\_  
Danus Utilities, Inc.

Contractor

Date: 4/9/2018

By: Dan J Pardus  
(Printed Name)

Signature: 

Title: President

\_\_\_\_\_  
(Seal)

Reviewed for legal form and content:

 4/13/18  
(Assistant) County Attorney

(\* In the event that the Contractor is a Corporation, there shall be attached to the Contract a certified copy of a resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf.

CERTIFICATE

STATE OF FLORIDA

COUNTY OF VOLUSIA

I HEREBY CERTIFY that a meeting of the Board of Directors of Danus Utilities, Inc, a Corporation under the laws of the State of Florida, held on April 9, 2018, the following resolution was duly passed and adopted:

“RESOLVED, that Dan J Pardus, as ----- President of the Corporation, be and he is hereby authorized to execute the Contract dated April 3, 2018, also known as “Lift Station X-15 Rehabilitation”, between BREVARD COUNTY, FLORIDA, and this Corporation, and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 9 day of April, 2018.

Alice Pardus  
Secretary -Alice Pardus

END OF SECTION

SECTION 00500

CONTRACT

THIS CONTRACT, made and entered into this 21st day of December, 2017 by and between the Brevard County, Florida Board of County Commissioners, a political subdivision of the State of Florida (hereinafter called the Owner), and TLC Diversified, Inc., a Florida Corporation doing business at 2719 17<sup>th</sup> Street East, Palmetto, Florida 34221 (hereinafter called the "Contractor").

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1.01 SCOPE OF THE WORK

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work shown on the Drawings and described in the Specifications entitled,

**South Beaches Regional WWTF Reuse Pump System Replacement**

as prepared by Quentin L. Hampton Associates, Inc., a Mead & Hunt Company, acting as, and in the Contract Documents entitled, the Engineer, and shall do everything required by this Contract and the other Contract Documents.

1.02 THE CONTRACT SUM

- A. The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, as follows:
- B. Based upon the price shown in the Contractor's Bid heretofore submitted to the Owner, which Bid is a part of these Contract Documents, the aggregate amount of this Contract is the sum of Seven Hundred Forty Eight Thousand Three Hundred Dollars (\$748,300).

1.03 COMMENCEMENT AND COMPLETION OF WORK

- A. The Contractor shall commence work within 10 calendar days after the start of the Contract Time identified on the Notice to Proceed.
- B. The Contractor shall prosecute the Work with faithfulness and diligence and shall complete the Work no later than 210 days after the date specified in the Notice to Proceed.

1.04 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that Contractor has carefully examined the surface of the site and has made sufficient reasonable test holes, or other surface and subsurface investigations and is fully satisfied that said site is a correct and suitable one for this work and Contractor assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the Owner than against the Contractor and Contractor's Surety.
- B. Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the Owner and such decision shall be final and binding upon all parties. If the ambiguity or uncertainty could have been identified during the Bidding process, such discrepancy or inconsistency shall not serve as a claim for additional time or money.
- C. It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the Owner, or by any agent or representative as being in compliance with the terms of this Contract or with the Drawings, and Specifications covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, or the Drawings and Specifications covering said work; and that the Owner may require the Contractor and Surety to strictly comply with this Contract and the Drawings and Specifications; and that the Owner may require the Contractor and the Surety to repair, replace, restore any and all of said work and materials which within a period of two years from and after the date of the acceptance of work are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to material or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. Failure on the part of the Contractor or Contractor's Surety, immediately after Notice to either repair or replace any such defective materials and workmanship shall entitle the Owner, if the Owner sees fit, to replace or repair the same and recover the reasonable cost of such replacement or repair from the Contractor and Surety who, shall in any event be jointly and severally liable to the Owner by reason of the Contractor's breach of this Contract or Contractor's failure to comply strictly with this Contract and with the Drawings and Specifications.

1.05 LIQUIDATED DAMAGES

- A. Both parties recognize that precise actual damages for delay are impossible to determine. The parties therefore agree to fix liquidated damages for delay in the Substantial Completion of the Project, as that term is more fully defined in Section 00700 of this Contract. **As a condition precedent to the issuance of the Notice to Proceed, a written addendum setting forth a reasonable date by which the Contractor must realize Substantial Completion shall be executed by the Contractor and the Owner. The reasonable Substantial Completion date set forth in the addendum shall be determined by the Owner's Engineer after consultation with the Contractor.**

On the Substantial Completion date, or such revised Substantial Completion date of the Project as may occur because of an authorized written Change Order of contract time for Substantial Completion, all essential elements of the Project must be ready for their intended use. Therefore, the agreed upon liquidated damages for failure to substantially complete the essential elements of the Project by the Substantial Completion date shall be \$100.00 per day for each calendar day of delay in the Substantial Completion of the work, beyond the Substantial Completion date, up to but not including the date the Project is deemed substantially complete by the Owner's Engineer.

- B. The liquidated damages for delay in the completion or construction of non-essential elements of the Project after the date of Substantial Completion is fixed at \$75.00 per calendar day.
- C. Final completion must occur within 14 days after the Project is deemed substantially complete by the Owner's Engineer. The liquidated damages for delay of final completion of the Project beyond the established date are fixed at \$50.00 per calendar day.
- D. This liquidated damages clause applies only to delay claims arising out of the Contractor's failure to timely perform the work required under the Contract. Nothing in this liquidated damages provision shall be deemed to preclude the prosecution of a claim for actual damages involving defects in the work, breach of contract or any other claim for damages not involving a claim based solely on delay caused by the Contractor's untimely performance of the work.
- E. For each day that any part of the work remains uncompleted after the expiration of the time allowed for completion of the work stipulated in the Contract or as increased by an authorized written Change Order, the sum per day set forth in the applicable subparagraph A, B or C above, shall be deducted from any moneys due the Contractor, or if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the Surety, or from both. The amount of these deductions are to cover liquidated damages to the Owner incurred by additional and other expenses due to the failure of the Contractor to complete the work or any part of the work within the completion time specified in subparagraph A, B or C, whichever is applicable, and such deductions are not to be considered as penalties.

#### 1.06 PARTIAL AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:

- A. The Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner's Engineer, pursuant to provisions of Section 219.70, Florida Statutes, Florida Prompt Payment Act, less five percent (5%) of the amount of such estimate which is to be retained by the Owner until all work has been performed strictly in accordance with this Contract and until such work has been accepted by the Owner. The Owner shall not be responsible for payment to the Contractor for delays.
- B. Upon receipt of the payment bond Surety's written consent to the release of final payment to the Contractor who has furnished and recorded a payment bond and after all guarantees that may be required in the specifications have been furnished and are found acceptable by the Owner, final payment on account of this Contract shall be made within twenty (20) days after completion by

the Contractor of all work covered by this Contract and acceptance of such work by the Owner. If the payment bond surety serves a written revocation of consent to payment or a written direction that the COUNTY withhold a specified amount from a payment, the COUNTY shall withhold from the final payment the amount specified by the payment bond Surety.

1.07 ADDITIONAL BOND

- A. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the Performance and Payment Bonds hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the Work, the Contractor shall, at Contractor's expense, and within three days after the receipt of Notice from the Owner to do so, furnish an additional bond or bonds, in such form and amount, and with such sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

1.08 CONTRACT DOCUMENTS

- A. The Contract Documents are those referenced in Section 00700 of the Contract in Article 1 entitled "Definitions", as set forth in the Instructions to Bidders, which may or may not be attached hereto, and such contract documents also include any approved and fully executed change or task orders. All of the above described contract documents are incorporated as a part of this Contract as if set forth in full herein.

IN WITNESS WHEREOF the parties hereto have executed this Contract on the dates indicated below:\*

Attest:

  
\_\_\_\_\_  
Scott Ellis, Clerk

Seal

Board of County Commissioners of  
Brevard County, Florida (Owner)

By:   
\_\_\_\_\_  
Rita Pritchett, Chair

Date: \_\_\_\_\_

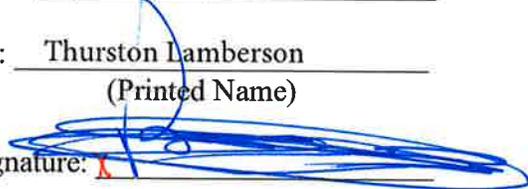
As approved by the Board on:

\_\_\_\_\_  
December 21, 2017

\_\_\_\_\_  
TLC Diversified, Inc.  
Contractor

Date: January 03, 2018

By: Thurston Lamberson  
(Printed Name)

Signature: 

Title: President

\_\_\_\_\_  
(Seal)

Reviewed for legal form and content:

  
\_\_\_\_\_  
(Assistant) County Attorney

(\* In the event that the Contractor is a Corporation, there shall be attached to the Contract a certified copy of a resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf.

CERTIFICATE

STATE OF FLORIDA

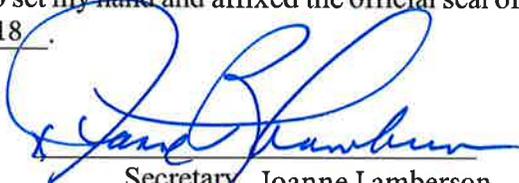
COUNTY OF MANATEE

I HEREBY CERTIFY that a meeting of the Board of Directors of TLC Diversified, Inc., a Corporation under the laws of the State of Florida, held on February 08, 2017, the following resolution was duly passed and adopted:

“RESOLVED, that Thurston Lamberson, as (President) President of the Corporation, be and he is hereby authorized to execute the Contract dated December 21, 2017, also known as “South Beaches Regional WWTF Reuse Pump System Replacement”, between BREVARD COUNTY, FLORIDA, and this Corporation, and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 3rd day of January, 2018.

  
Secretary Joanne Lamberson

END OF SECTION



TLC Diversified, Inc.

Keeping Public Moving

Environmental Construction  
Professionals Serving the Water  
& Wastewater Industry

CG C041816  
CU C053963

## Corporate Resolution

February 8, 2017

RE: Authority to Sign Legal Documents

TO WHOM IT MAY CONCERN:

TLC Diversified, Inc., being a legal Corporation organized under the Laws of the State of Florida in April, 1985, Mr. Thurston Lamberson and Mrs. Joanne R. Lamberson, and having 100% of the outstanding shares of said Corporation, owned since March of 1989, declares the following as a matter of record.

Mr. Thurston Lamberson, President, and Mrs. Joanne R. Lamberson, Sr. Vice President, shall have full power and authority to sign any and all Legal and Binding Documents, and make all commitments of whatever nature for TLC Diversified, Inc.

Signed this 8<sup>th</sup> day of February, 2017

Thurston Lamberson/President

Joanne R. Lamberson/Sr. Vice President

Sworn to and subscribed before me, Thurston Lamberson and Joanne R. Lamberson, whom I know, this 8<sup>th</sup> day of February, 2017.

Linda Kay Moore/Notary Public



My Commission Expires: March 20, 2020

Main Office  
2719 17th Street East  
Palmetto, FL 34221

Central Office  
378 Center Pointe Circle - Suite 1272 #4  
Allamonte Springs, FL 32701

East Coast Office  
7233 Southern Blvd, Suite B-1  
West Palm Beach, FL 33413

941-722-0621  
941-722-1362  
www.tlcdiversified.com

**REQUEST FOR REIMBURSEMENT / PAGE TWO**

**Salaries and Benefits Expense**

| # of Employees | Type of Service | Period Ending (Quarter) | Amount |  |
|----------------|-----------------|-------------------------|--------|--|
|                |                 |                         |        |  |
|                |                 |                         |        |  |
|                |                 |                         |        |  |
|                |                 |                         |        |  |

Total Amount Expended: \$

Summary:

- ◆ Total Budgeted \$ 1,748,507.00
- ◆ Total Previous \$ \_\_\_\_\_
- ◆ Total This Request \$ \_\_\_\_\_
- ◆ Remaining Funds \$ \_\_\_\_\_

**YEAR TO DATE EXPENSES:**

Previous Expenses \$ \_\_\_\_\_      Beginning Budget \$ 1,748,507.00  
 Current Expenses \$ \_\_\_\_\_      Total YTD Expenses \$ \_\_\_\_\_  
 Remaining Funds \$ \_\_\_\_\_

| # | Date of Request | Amount Requested | Expended YTD | % YTD | Balance               |
|---|-----------------|------------------|--------------|-------|-----------------------|
|   |                 |                  |              |       | <b>\$1,748,507.00</b> |
| 1 |                 |                  |              |       |                       |
| 2 |                 |                  |              |       |                       |
| 3 |                 |                  |              |       |                       |
| 4 |                 |                  |              |       |                       |

SECTION 00500

CONTRACT

THIS CONTRACT, made and entered into this 11<sup>th</sup> day of December, 2017 by and between the Brevard County, Florida Board of County Commissioners, a political subdivision of the State of Florida (hereinafter called the Owner), and Danus Utilities, a Florida Corporation doing business at 4133 Saddle Club Drive, New Smyrna Beach, Florida 32168 (hereinafter called the "Contractor").

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1.01 SCOPE OF THE WORK

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work shown on the Drawings and described in the Specifications entitled,

**Lift Station J-02 Replacement**

as prepared by Jones Edmunds & Associates, Inc., acting as, and in the Contract Documents entitled, the Engineer, and shall do everything required by this Contract and the other Contract Documents.

1.02 THE CONTRACT SUM

- A. The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, as follows:
- B. Based upon the price shown in the Contractor's Bid heretofore submitted to the Owner, which Bid is a part of these Contract Documents, the aggregate amount of this Contract is the sum of Six Hundred Forty Four Thousand Five Hundred Dollars (\$644,500).

1.03 COMMENCEMENT AND COMPLETION OF WORK

- A. The Contractor shall commence work within 10 calendar days after the start of the Contract Time identified on the Notice to Proceed.
- B. The Contractor shall prosecute the Work with faithfulness and diligence and shall complete the Work no later than 180 days after the date specified in the Notice to Proceed.

1.04 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that Contractor has carefully examined the surface of the site and has made sufficient reasonable test holes, or other surface and subsurface investigations and is fully satisfied that said site is a correct and suitable one for this work and Contractor assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the Owner than against the Contractor and Contractor's Surety.
- B. Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the Owner and such decision shall be final and binding upon all parties. If the ambiguity or uncertainty could have been identified during the Bidding process, such discrepancy or inconsistency shall not serve as a claim for additional time or money.
- C. It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the Owner, or by any agent or representative as being in compliance with the terms of this Contract or with the Drawings, and Specifications covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, or the Drawings and Specifications covering said work; and that the Owner may require the Contractor and Surety to strictly comply with this Contract and the Drawings and Specifications; and that the Owner may require the Contractor and the Surety to repair, replace, restore any and all of said work and materials which within a period of two years from and after the date of the acceptance of work are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to material or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. Failure on the part of the Contractor or Contractor's Surety, immediately after Notice to either repair or replace any such defective materials and workmanship shall entitle the Owner, if the Owner sees fit, to replace or repair the same and recover the reasonable cost of such replacement or repair from the Contractor and Surety who, shall in any event be jointly and severally liable to the Owner by reason of the Contractor's breach of this Contract or Contractor's failure to comply strictly with this Contract and with the Drawings and Specifications.

1.05 LIQUIDATED DAMAGES

- A. Both parties recognize that precise actual damages for delay are impossible to determine. The parties therefore agree to fix liquidated damages for delay in the Substantial Completion of the Project, as that term is more fully defined in Section 00700 of this Contract. **As a condition precedent to the issuance of the Notice to Proceed, a written addendum setting forth a reasonable date by which the Contractor must realize Substantial Completion shall be executed by the Contractor and the Owner. The reasonable Substantial Completion date set forth in the addendum shall be determined by the Owner's Engineer after consultation with the Contractor.**

On the Substantial Completion date, or such revised Substantial Completion date of the Project as may occur because of an authorized written Change Order of contract time for Substantial Completion, all essential elements of the Project must be ready for their intended use. Therefore, the agreed upon liquidated damages for failure to substantially complete the essential elements of the Project by the Substantial Completion date shall be \$100.00 per day for each calendar day of delay in the Substantial Completion of the work, beyond the Substantial Completion date, up to but not including the date the Project is deemed substantially complete by the Owner's Engineer.

- B. The liquidated damages for delay in the completion or construction of non-essential elements of the Project after the date of Substantial Completion is fixed at \$75.00 per calendar day.
- C. Final completion must occur within 14 days after the Project is deemed substantially complete by the Owner's Engineer. The liquidated damages for delay of final completion of the Project beyond the established date are fixed at \$50.00 per calendar day.
- D. This liquidated damages clause applies only to delay claims arising out of the Contractor's failure to timely perform the work required under the Contract. Nothing in this liquidated damages provision shall be deemed to preclude the prosecution of a claim for actual damages involving defects in the work, breach of contract or any other claim for damages not involving a claim based solely on delay caused by the Contractor's untimely performance of the work.
- E. For each day that any part of the work remains uncompleted after the expiration of the time allowed for completion of the work stipulated in the Contract or as increased by an authorized written Change Order, the sum per day set forth in the applicable subparagraph A, B or C above, shall be deducted from any moneys due the Contractor, or if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the Surety, or from both. The amount of these deductions are to cover liquidated damages to the Owner incurred by additional and other expenses due to the failure of the Contractor to complete the work or any part of the work within the completion time specified in subparagraph A, B or C, whichever is applicable, and such deductions are not to be considered as penalties.

#### 1.06 PARTIAL AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:

- A. The Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner's Engineer, pursuant to provisions of Section 219.70, Florida Statutes, Florida Prompt Payment Act, less five percent (5%) of the amount of such estimate which is to be retained by the Owner until all work has been performed strictly in accordance with this Contract and until such work has been accepted by the Owner. The Owner shall not be responsible for payment to the Contractor for delays.
- B. Upon receipt of the payment bond Surety's written consent to the release of final payment to the Contractor who has furnished and recorded a payment bond and after all guarantees that may be required in the specifications have been furnished and are found acceptable by the Owner, final payment on account of this Contract shall be made within twenty (20) days after completion by

the Contractor of all work covered by this Contract and acceptance of such work by the Owner. If the payment bond surety serves a written revocation of consent to payment or a written direction that the COUNTY withhold a specified amount from a payment, the COUNTY shall withhold from the final payment the amount specified by the payment bond Surety.

1.07 ADDITIONAL BOND

- A. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the Performance and Payment Bonds hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the Work, the Contractor shall, at Contractor's expense, and within three days after the receipt of Notice from the Owner to do so, furnish an additional bond or bonds, in such form and amount, and with such sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

1.08 CONTRACT DOCUMENTS

- A. The Contract Documents are those referenced in Section 00700 of the Contract in Article 1 entitled "Definitions", as set forth in the Instructions to Bidders, which may or may not be attached hereto, and such contract documents also include any approved and fully executed change or task orders. All of the above described contract documents are incorporated as a part of this Contract as if set forth in full herein.

IN WITNESS WHEREOF the parties hereto have executed this Contract on the dates indicated below:\*

Attest:

  
Scott Ellis, Clerk

Seal

Board of County Commissioners of  
Brevard County, Florida (Owner)

By: Rita Pritchett  
Rita Pritchett, Chair

Date: \_\_\_\_\_

As approved by the Board on:

September 26, 2017

Danus Utilities, Inc.  
Contractor

Date: 1-2-18

By: DAN J. PARDUS  
(Printed Name)

Signature: Dan J. Pardus

Title: PRESIDENT

\_\_\_\_\_  
(Seal)

Reviewed for legal form and content:

[Signature]  
(Assistant) County Attorney

(\* In the event that the Contractor is a Corporation, there shall be attached to the Contract a certified copy of a resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf.

CERTIFICATE

STATE OF FLORIDA

COUNTY OF Volusia

I HEREBY CERTIFY that a meeting of the Board of Directors of Darus Utilities, Inc., a Corporation under the laws of the State of Florida, held on January 2, 2018, the following resolution was duly passed and adopted:

“RESOLVED, that Dan J Pardus, as        President of the Corporation, be and he is hereby authorized to execute the Contract dated December 11, 2017, also known as “Lift Station J-02 Replacement”, between BREVARD COUNTY, FLORIDA, and this Corporation, and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 2 day of January, 2018.

Alice Pardus  
Secretary

END OF SECTION

SECTION 00500

CONTRACT

THIS CONTRACT, made and entered into this 14th day of November, 2017 by and between the Brevard County, Florida Board of County Commissioners, a political subdivision of the State of Florida (hereinafter called the Owner), and Hinterland Group, Inc., a Florida Corporation doing business at 992 West 15<sup>th</sup> Street, Riviera Beach, Florida 33404 (hereinafter called the "Contractor").

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1.01 SCOPE OF THE WORK

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work shown on the Drawings and described in the Specifications entitled,

**Lift Station T-04 Rehabilitation**

as prepared by Honeycutt & Associates, Inc., acting as, and in the Contract Documents entitled, the Engineer, and shall do everything required by this Contract and the other Contract Documents.

1.02 THE CONTRACT SUM

- A. The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, as follows:
- B. Based upon the price shown in the Contractor's Bid heretofore submitted to the Owner, which Bid is a part of these Contract Documents, the aggregate amount of this Contract is the sum of Two Hundred Twenty Three Thousand Seven Hundred Dollars (\$223,700).

1.03 COMMENCEMENT AND COMPLETION OF WORK

- A. The Contractor shall commence work within 10 calendar days after the start of the Contract Time identified on the Notice to Proceed.
- B. The Contractor shall prosecute the Work with faithfulness and diligence and shall complete the Work no later than 120 days after the date specified in the Notice to Proceed.

#### 1.04 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that Contractor has carefully examined the surface of the site and has made sufficient reasonable test holes, or other surface and subsurface investigations and is fully satisfied that said site is a correct and suitable one for this work and Contractor assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the Owner than against the Contractor and Contractor's Surety.
- B. Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the Owner and such decision shall be final and binding upon all parties. If the ambiguity or uncertainty could have been identified during the Bidding process, such discrepancy or inconsistency shall not serve as a claim for additional time or money.
- C. It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the Owner, or by any agent or representative as being in compliance with the terms of this Contract or with the Drawings, and Specifications covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, or the Drawings and Specifications covering said work; and that the Owner may require the Contractor and Surety to strictly comply with this Contract and the Drawings and Specifications; and that the Owner may require the Contractor and the Surety to repair, replace, restore any and all of said work and materials which within a period of two years from and after the date of the acceptance of work are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to material or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. Failure on the part of the Contractor or Contractor's Surety, immediately after Notice to either repair or replace any such defective materials and workmanship shall entitle the Owner, if the Owner sees fit, to replace or repair the same and recover the reasonable cost of such replacement or repair from the Contractor and Surety who, shall in any event be jointly and severally liable to the Owner by reason of the Contractor's breach of this Contract or Contractor's failure to comply strictly with this Contract and with the Drawings and Specifications.

#### 1.05 LIQUIDATED DAMAGES

- A. Both parties recognize that precise actual damages for delay are impossible to determine. The parties therefore agree to fix liquidated damages for delay in the Substantial Completion of the Project, as that term is more fully defined in Section 00700 of this Contract. **As a condition precedent to the issuance of the Notice to Proceed, a written addendum setting forth a reasonable date by which the Contractor must realize Substantial Completion shall be executed by the Contractor and the Owner. The reasonable Substantial Completion date set forth in the addendum shall be determined by the Owner's Engineer after consultation with the Contractor.**

On the Substantial Completion date, or such revised Substantial Completion date of the Project as may occur because of an authorized written Change Order of contract time for Substantial Completion, all essential elements of the Project must be ready for their intended use. Therefore, the agreed upon liquidated damages for failure to substantially complete the essential elements of the Project by the Substantial Completion date shall be \$100.00 per day for each calendar day of delay in the Substantial Completion of the work, beyond the Substantial Completion date, up to but not including the date the Project is deemed substantially complete by the Owner's Engineer.

- B. The liquidated damages for delay in the completion or construction of non-essential elements of the Project after the date of Substantial Completion is fixed at \$75.00 per calendar day.
- C. Final completion must occur within 14 days after the Project is deemed substantially complete by the Owner's Engineer. The liquidated damages for delay of final completion of the Project beyond the established date are fixed at \$50.00 per calendar day.
- D. This liquidated damages clause applies only to delay claims arising out of the Contractor's failure to timely perform the work required under the Contract. Nothing in this liquidated damages provision shall be deemed to preclude the prosecution of a claim for actual damages involving defects in the work, breach of contract or any other claim for damages not involving a claim based solely on delay caused by the Contractor's untimely performance of the work.
- E. For each day that any part of the work remains uncompleted after the expiration of the time allowed for completion of the work stipulated in the Contract or as increased by an authorized written Change Order, the sum per day set forth in the applicable subparagraph A, B or C above, shall be deducted from any moneys due the Contractor, or if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the Surety, or from both. The amount of these deductions are to cover liquidated damages to the Owner incurred by additional and other expenses due to the failure of the Contractor to complete the work or any part of the work within the completion time specified in subparagraph A, B or C, whichever is applicable, and such deductions are not to be considered as penalties.

#### 1.06 PARTIAL AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:

- A. The Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner's Engineer, pursuant to provisions of Section 219.70, Florida Statutes, Florida Prompt Payment Act, less five percent (5%) of the amount of such estimate which is to be retained by the Owner until all work has been performed strictly in accordance with this Contract and until such work has been accepted by the Owner. The Owner shall not be responsible for payment to the Contractor for delays.
- B. Upon receipt of the payment bond Surety's written consent to the release of final payment to the Contractor who has furnished and recorded a payment bond and after all guarantees that may be required in the specifications have been furnished and are found acceptable by the Owner, final payment on account of this Contract shall be made within twenty (20) days after completion by

the Contractor of all work covered by this Contract and acceptance of such work by the Owner. If the payment bond surety serves a written revocation of consent to payment or a written direction that the COUNTY withhold a specified amount from a payment, the COUNTY shall withhold from the final payment the amount specified by the payment bond Surety.

1.07 ADDITIONAL BOND

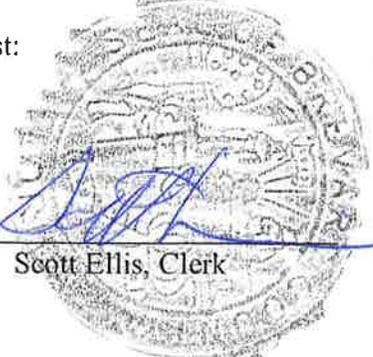
- A. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the Performance and Payment Bonds hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the Work, the Contractor shall, at Contractor's expense, and within three days after the receipt of Notice from the Owner to do so, furnish an additional bond or bonds, in such form and amount, and with such sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

1.08 CONTRACT DOCUMENTS

- A. The Contract Documents are those referenced in Section 00700 of the Contract in Article 1 entitled "Definitions", as set forth in the Instructions to Bidders, which may or may not be attached hereto, and such contract documents also include any approved and fully executed change or task orders. All of the above described contract documents are incorporated as a part of this Contract as if set forth in full herein.

IN WITNESS WHEREOF the parties hereto have executed this Contract on the dates indicated below:\*

Attest:

  
Scott Ellis, Clerk

Board of County Commissioners of  
Brevard County, Florida (Owner)

By:   
Curt Smith, Chairman

Date: \_\_\_\_\_

Seal

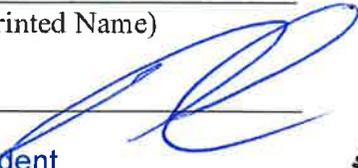
As approved by the Board on:

September 27, 2016

Hinterland Group, Inc.  
Contractor

Date: 11/15/2017

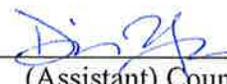
By: Daniel Duke, III  
(Printed Name)

Signature: 

Title: President

\_\_\_\_\_  
(Seal)

Reviewed for legal form and content:

  
(Assistant) County Attorney



(\* ) In the event that the Contractor is a Corporation, there shall be attached to the Contract a certified copy of a resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf.

CERTIFICATE

STATE OF FLORIDA

COUNTY OF Brevard

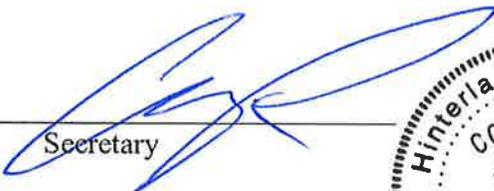
I HEREBY CERTIFY that a meeting of the Board of Directors of Hinterland Group, Inc., a Corporation under the laws of the State of Florida, held on July 5th, 2017, the following resolution was duly passed and adopted:

“RESOLVED, that Daniel Amos Duke, III, as the President of the Corporation, be and he is hereby authorized to execute the Contract dated November 14, 2017, also known as “Lift Station T-04 Rehabilitation”, between BREVARD COUNTY, FLORIDA, and this Corporation, and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 15th day of November, 2017.

\_\_\_\_\_  
Secretary



END OF SECTION

SECTION 00500

CONTRACT

THIS CONTRACT, made and entered into this 30th day of August, 2017 by and between the Brevard County, Florida Board of County Commissioners, a political subdivision of the State of Florida (hereinafter called the Owner), and Hinterland Group, Inc., a Florida Corporation doing business at 5580 State Road 524, Cocoa, Florida 32926 (hereinafter called the "Contractor").

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1.01 SCOPE OF THE WORK

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work shown on the Drawings and described in the Specifications entitled,

**Lift Station S-08 Replacement**

as prepared by Honeycutt & Associates, Inc., acting as, and in the Contract Documents entitled, the Engineer, and shall do everything required by this Contract and the other Contract Documents.

1.02 THE CONTRACT SUM

- A. The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, as follows:
- B. Based upon the price shown in the Contractor's Bid heretofore submitted to the Owner, which Bid is a part of these Contract Documents, the aggregate amount of this Contract is the sum of Four Hundred Sixty Eight Thousand Two Hundred Fifty Dollars (\$468,250).

1.03 COMMENCEMENT AND COMPLETION OF WORK

- A. The Contractor shall commence work within 10 calendar days after the start of the Contract Time identified on the Notice to Proceed.
- B. The Contractor shall prosecute the Work with faithfulness and diligence and shall complete the Work no later than 180 days after the date specified in the Notice to Proceed.

#### 1.04 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that Contractor has carefully examined the surface of the site and has made sufficient reasonable test holes, or other surface and subsurface investigations and is fully satisfied that said site is a correct and suitable one for this work and Contractor assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the Owner than against the Contractor and Contractor's Surety.
- B. Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the Owner and such decision shall be final and binding upon all parties. If the ambiguity or uncertainty could have been identified during the Bidding process, such discrepancy or inconsistency shall not serve as a claim for additional time or money.
- C. It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the Owner, or by any agent or representative as being in compliance with the terms of this Contract or with the Drawings, and Specifications covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, or the Drawings and Specifications covering said work; and that the Owner may require the Contractor and Surety to strictly comply with this Contract and the Drawings and Specifications; and that the Owner may require the Contractor and the Surety to repair, replace, restore any and all of said work and materials which within a period of two years from and after the date of the acceptance of work are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to material or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. Failure on the part of the Contractor or Contractor's Surety, immediately after Notice to either repair or replace any such defective materials and workmanship shall entitle the Owner, if the Owner sees fit, to replace or repair the same and recover the reasonable cost of such replacement or repair from the Contractor and Surety who, shall in any event be jointly and severally liable to the Owner by reason of the Contractor's breach of this Contract or Contractor's failure to comply strictly with this Contract and with the Drawings and Specifications.

#### 1.05 LIQUIDATED DAMAGES

- A. Both parties recognize that precise actual damages for delay are impossible to determine. The parties therefore agree to fix liquidated damages for delay in the Substantial Completion of the Project, as that term is more fully defined in Section 00700 of this Contract. **As a condition precedent to the issuance of the Notice to Proceed, a written addendum setting forth a reasonable date by which the Contractor must realize Substantial Completion shall be executed by the Contractor and the Owner. The reasonable Substantial Completion date set forth in the addendum shall be determined by the Owner's Engineer after consultation with the Contractor.**

On the Substantial Completion date, or such revised Substantial Completion date of the Project as may occur because of an authorized written Change Order of contract time for Substantial Completion, all essential elements of the Project must be ready for their intended use. Therefore, the agreed upon liquidated damages for failure to substantially complete the essential elements of the Project by the Substantial Completion date shall be \$100.00 per day for each calendar day of delay in the Substantial Completion of the work, beyond the Substantial Completion date, up to but not including the date the Project is deemed substantially complete by the Owner's Engineer.

- B. The liquidated damages for delay in the completion or construction of non-essential elements of the Project after the date of Substantial Completion is fixed at \$75.00 per calendar day.
- C. Final completion must occur within 14 days after the Project is deemed substantially complete by the Owner's Engineer. The liquidated damages for delay of final completion of the Project beyond the established date are fixed at \$50.00 per calendar day.
- D. This liquidated damages clause applies only to delay claims arising out of the Contractor's failure to timely perform the work required under the Contract. Nothing in this liquidated damages provision shall be deemed to preclude the prosecution of a claim for actual damages involving defects in the work, breach of contract or any other claim for damages not involving a claim based solely on delay caused by the Contractor's untimely performance of the work.
- E. For each day that any part of the work remains uncompleted after the expiration of the time allowed for completion of the work stipulated in the Contract or as increased by an authorized written Change Order, the sum per day set forth in the applicable subparagraph A, B or C above, shall be deducted from any moneys due the Contractor, or if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the Surety, or from both. The amount of these deductions are to cover liquidated damages to the Owner incurred by additional and other expenses due to the failure of the Contractor to complete the work or any part of the work within the completion time specified in subparagraph A, B or C, whichever is applicable, and such deductions are not to be considered as penalties.

#### 1.06 PARTIAL AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:

- A. The Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner's Engineer, pursuant to provisions of Section 219.70, Florida Statutes, Florida Prompt Payment Act, less five percent (5%) of the amount of such estimate which is to be retained by the Owner until all work has been performed strictly in accordance with this Contract and until such work has been accepted by the Owner. The Owner shall not be responsible for payment to the Contractor for delays.
- B. Upon receipt of the payment bond Surety's written consent to the release of final payment to the Contractor who has furnished and recorded a payment bond and after all guarantees that may be required in the specifications have been furnished and are found acceptable by the Owner, final payment on account of this Contract shall be made within twenty (20) days after completion by

the Contractor of all work covered by this Contract and acceptance of such work by the Owner. If the payment bond surety serves a written revocation of consent to payment or a written direction that the COUNTY withhold a specified amount from a payment, the COUNTY shall withhold from the final payment the amount specified by the payment bond Surety.

1.07 ADDITIONAL BOND

- A. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the Performance and Payment Bonds hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the Work, the Contractor shall, at Contractor's expense, and within three days after the receipt of Notice from the Owner to do so, furnish an additional bond or bonds, in such form and amount, and with such sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

1.08 CONTRACT DOCUMENTS

- A. The Contract Documents are those referenced in Section 00700 of the Contract in Article 1 entitled "Definitions", as set forth in the Instructions to Bidders, which may or may not be attached hereto, and such contract documents also include any approved and fully executed change or task orders. All of the above described contract documents are incorporated as a part of this Contract as if set forth in full herein.

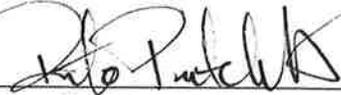
IN WITNESS WHEREOF the parties hereto have executed this Contract on the dates indicated below:\*

Attest:

  
\_\_\_\_\_  
Scott Ellis, Clerk

Seal

Board of County Commissioners of  
Brevard County, Florida (Owner)

By:   
\_\_\_\_\_  
Curt Smith, Chairman

Date: \_\_\_\_\_

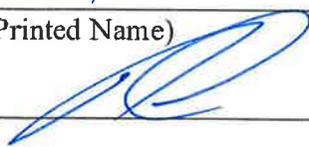
As approved by the Board on:

\_\_\_\_\_  
September 27, 2016

\_\_\_\_\_  
Hinterland Group, Inc.  
Contractor

Date: September 6, 2017

By: Daniel Duke, III  
(Printed Name)

Signature: 

Title: President

Reviewed for legal form and content:

  
\_\_\_\_\_  
(Assistant) County Attorney

\_\_\_\_\_  
(Seal)

(\* In the event that the Contractor is a Corporation, there shall be attached to the Contract a certified copy of a resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf.

CERTIFICATE

STATE OF FLORIDA

COUNTY OF Brevard

I HEREBY CERTIFY that a meeting of the Board of Directors of Hinterland Group, Inc., a Corporation under the laws of the State of Florida, held on July 5th, 2017, the following resolution was duly passed and adopted:

“RESOLVED, that Daniel Amos Duke, III, as the President of the Corporation, be and he is hereby authorized to execute the Contract dated August 30, 2017, also known as “Lift Station S-08 Replacement”, between BREVARD COUNTY, FLORIDA, and this Corporation, and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 6th day of September, 2017.

  
\_\_\_\_\_  
Secretary

END OF SECTION

SECTION 00500

CONTRACT

THIS CONTRACT, made and entered into this 21st day of December, 2017 by and between the Brevard County, Florida Board of County Commissioners, a political subdivision of the State of Florida (hereinafter called the Owner), and TLC Diversified, Inc., a Florida Corporation doing business at 2719 17<sup>th</sup> Street East, Palmetto, Florida 34221 (hereinafter called the "Contractor").

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1.01 SCOPE OF THE WORK

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work shown on the Drawings and described in the Specifications entitled,

**South Beaches Regional WWTF Reuse Pump System Replacement**

as prepared by Quentin L. Hampton Associates, Inc., a Mead & Hunt Company, acting as, and in the Contract Documents entitled, the Engineer, and shall do everything required by this Contract and the other Contract Documents.

1.02 THE CONTRACT SUM

- A. The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, as follows:
- B. Based upon the price shown in the Contractor's Bid heretofore submitted to the Owner, which Bid is a part of these Contract Documents, the aggregate amount of this Contract is the sum of Seven Hundred Forty Eight Thousand Three Hundred Dollars (\$748,300).

1.03 COMMENCEMENT AND COMPLETION OF WORK

- A. The Contractor shall commence work within 10 calendar days after the start of the Contract Time identified on the Notice to Proceed.
- B. The Contractor shall prosecute the Work with faithfulness and diligence and shall complete the Work no later than 210 days after the date specified in the Notice to Proceed.

1.04 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that Contractor has carefully examined the surface of the site and has made sufficient reasonable test holes, or other surface and subsurface investigations and is fully satisfied that said site is a correct and suitable one for this work and Contractor assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the Owner than against the Contractor and Contractor's Surety.
- B. Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the Owner and such decision shall be final and binding upon all parties. If the ambiguity or uncertainty could have been identified during the Bidding process, such discrepancy or inconsistency shall not serve as a claim for additional time or money.
- C. It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the Owner, or by any agent or representative as being in compliance with the terms of this Contract or with the Drawings, and Specifications covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, or the Drawings and Specifications covering said work; and that the Owner may require the Contractor and Surety to strictly comply with this Contract and the Drawings and Specifications; and that the Owner may require the Contractor and the Surety to repair, replace, restore any and all of said work and materials which within a period of two years from and after the date of the acceptance of work are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to material or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. Failure on the part of the Contractor or Contractor's Surety, immediately after Notice to either repair or replace any such defective materials and workmanship shall entitle the Owner, if the Owner sees fit, to replace or repair the same and recover the reasonable cost of such replacement or repair from the Contractor and Surety who, shall in any event be jointly and severally liable to the Owner by reason of the Contractor's breach of this Contract or Contractor's failure to comply strictly with this Contract and with the Drawings and Specifications.

1.05 LIQUIDATED DAMAGES

- A. Both parties recognize that precise actual damages for delay are impossible to determine. The parties therefore agree to fix liquidated damages for delay in the Substantial Completion of the Project, as that term is more fully defined in Section 00700 of this Contract. **As a condition precedent to the issuance of the Notice to Proceed, a written addendum setting forth a reasonable date by which the Contractor must realize Substantial Completion shall be executed by the Contractor and the Owner. The reasonable Substantial Completion date set forth in the addendum shall be determined by the Owner's Engineer after consultation with the Contractor.**

On the Substantial Completion date, or such revised Substantial Completion date of the Project as may occur because of an authorized written Change Order of contract time for Substantial Completion, all essential elements of the Project must be ready for their intended use. Therefore, the agreed upon liquidated damages for failure to substantially complete the essential elements of the Project by the Substantial Completion date shall be \$100.00 per day for each calendar day of delay in the Substantial Completion of the work, beyond the Substantial Completion date, up to but not including the date the Project is deemed substantially complete by the Owner's Engineer.

- B. The liquidated damages for delay in the completion or construction of non-essential elements of the Project after the date of Substantial Completion is fixed at \$75.00 per calendar day.
- C. Final completion must occur within 14 days after the Project is deemed substantially complete by the Owner's Engineer. The liquidated damages for delay of final completion of the Project beyond the established date are fixed at \$50.00 per calendar day.
- D. This liquidated damages clause applies only to delay claims arising out of the Contractor's failure to timely perform the work required under the Contract. Nothing in this liquidated damages provision shall be deemed to preclude the prosecution of a claim for actual damages involving defects in the work, breach of contract or any other claim for damages not involving a claim based solely on delay caused by the Contractor's untimely performance of the work.
- E. For each day that any part of the work remains uncompleted after the expiration of the time allowed for completion of the work stipulated in the Contract or as increased by an authorized written Change Order, the sum per day set forth in the applicable subparagraph A, B or C above, shall be deducted from any moneys due the Contractor, or if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the Surety, or from both. The amount of these deductions are to cover liquidated damages to the Owner incurred by additional and other expenses due to the failure of the Contractor to complete the work or any part of the work within the completion time specified in subparagraph A, B or C, whichever is applicable, and such deductions are not to be considered as penalties.

#### 1.06 PARTIAL AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:

- A. The Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner's Engineer, pursuant to provisions of Section 219.70, Florida Statutes, Florida Prompt Payment Act, less five percent (5%) of the amount of such estimate which is to be retained by the Owner until all work has been performed strictly in accordance with this Contract and until such work has been accepted by the Owner. The Owner shall not be responsible for payment to the Contractor for delays.
- B. Upon receipt of the payment bond Surety's written consent to the release of final payment to the Contractor who has furnished and recorded a payment bond and after all guarantees that may be required in the specifications have been furnished and are found acceptable by the Owner, final payment on account of this Contract shall be made within twenty (20) days after completion by

the Contractor of all work covered by this Contract and acceptance of such work by the Owner. If the payment bond surety serves a written revocation of consent to payment or a written direction that the COUNTY withhold a specified amount from a payment, the COUNTY shall withhold from the final payment the amount specified by the payment bond Surety.

1.07 ADDITIONAL BOND

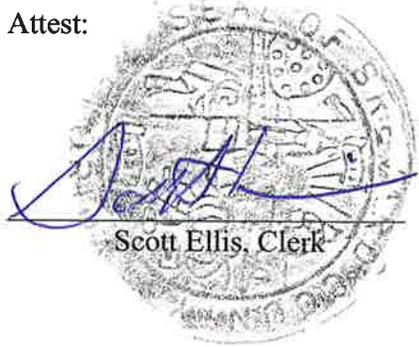
- A. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the Performance and Payment Bonds hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the Work, the Contractor shall, at Contractor's expense, and within three days after the receipt of Notice from the Owner to do so, furnish an additional bond or bonds, in such form and amount, and with such sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

1.08 CONTRACT DOCUMENTS

- A. The Contract Documents are those referenced in Section 00700 of the Contract in Article 1 entitled "Definitions", as set forth in the Instructions to Bidders, which may or may not be attached hereto, and such contract documents also include any approved and fully executed change or task orders. All of the above described contract documents are incorporated as a part of this Contract as if set forth in full herein.

IN WITNESS WHEREOF the parties hereto have executed this Contract on the dates indicated below:\*

Attest:



Scott Ellis, Clerk

Seal

Board of County Commissioners of  
Brevard County, Florida (Owner)

By:

Rita Pritchett, Chair

Date:

As approved by the Board on:

December 21, 2017

TLC Diversified, Inc.

Contractor

Date: January 03, 2018

By: Thurston Lamberson

(Printed Name)

Signature:

Title: President

Reviewed for legal form and content:

(Assistant) County Attorney

(Seal)

(\* In the event that the Contractor is a Corporation, there shall be attached to the Contract a certified copy of a resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf.

CERTIFICATE

STATE OF FLORIDA

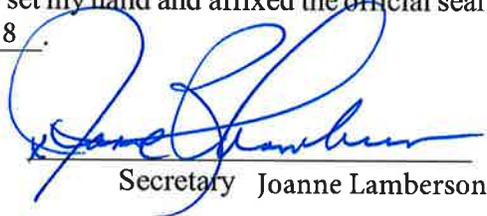
COUNTY OF MANATEE

I HEREBY CERTIFY that a meeting of the Board of Directors of TLC Diversified, Inc., a Corporation under the laws of the State of Florida, held on February 08, 2017, the following resolution was duly passed and adopted:

“RESOLVED, that Thurston Lamberson, as (President) President of the Corporation, be and he is hereby authorized to execute the Contract dated December 21, 2017, also known as “South Beaches Regional WWTF Reuse Pump System Replacement”, between BREVARD COUNTY, FLORIDA, and this Corporation, and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 3rd day of January, 2018.

  
Secretary Joanne Lamberson

END OF SECTION



**TLC Diversified, Inc.**  
*keeping things moving*

Environmental Construction  
Professionals Serving the Water  
& Wastewater Industry

CG C041816  
CU C053963

## Corporate Resolution

February 8, 2017

RE: Authority to Sign Legal Documents

TO WHOM IT MAY CONCERN:

TLC Diversified, Inc., being a legal Corporation organized under the Laws of the State of Florida in April, 1985, Mr. Thurston Lamberson and Mrs. Joanne R. Lamberson, and having 100% of the outstanding shares of said Corporation, owned since March of 1989, declares the following as a matter of record.

Mr. Thurston Lamberson, President, and Mrs. Joanne R. Lamberson, Sr. Vice President, shall have full power and authority to sign any and all Legal and Binding Documents, and make all commitments of whatever nature for TLC Diversified, Inc.

Signed this 8<sup>th</sup> day of February, 2017

Thurston Lamberson/President

Joanne R. Lamberson/Sr. Vice President

Sworn to and subscribed before me, Thurston Lamberson and Joanne R. Lamberson, whom I know, this 8<sup>th</sup> day of February, 2017.

  
Linda Kay Moore/Notary Public

My Commission Expires: March 20, 2020

Main Office  
2719 17th Street East  
Palmetto, FL 34224

Central Office  
378 Center Pointe Circle - Suite 1272 #4  
Allamonte Springs, FL 32701

East Coast Office  
7233 Southern Blvd, Suite B-1  
West Palm Beach, FL 33413

941-722-0621  
941-722-1382  
www.tlcdiversified.com

SECTION 00500

CONTRACT

THIS CONTRACT, made and entered into this 11 day of May by and between the Brevard County, Florida Board of County Commissioners, a political subdivision of the State of Florida (hereinafter called the Owner), and Danus Utilities, Inc., a Florida Corporation doing business at 4133 Saddle Club Dr, New Smyrna Beach, FL 32168 (hereinafter called the "Contractor").

(Describe form of Ownership)

(Address)

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1.01 SCOPE OF THE WORK

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work shown on the Drawings and described in the Specifications entitled,

**Lift Station T-28 Rehabilitation**

as prepared by Bussen-Mayer Engineering Group, Inc., acting as, and in the Contract Documents entitled, the Engineer, and shall do everything required by this Contract and the other Contract Documents.

1.02 THE CONTRACT SUM

- A. The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, as follows:
- B. Based upon the price shown in the Contractor's Bid heretofore submitted to the Owner, which Bid is a part of these Contract Documents, the aggregate amount of this Contract is the sum of Two Hundred Forty-One Thousand and 00/100 Dollars (\$ 241,000.00).

1.03 COMMENCEMENT AND COMPLETION OF WORK

- A. The Contractor shall commence work within 10 calendar days after the start of the Contract Time identified on the Notice to Proceed.
- B. The Contractor shall prosecute the Work with faithfulness and diligence and shall complete the Work no later than 120 days after the date specified in the Notice to Proceed.

#### 1.04 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that Contractor has carefully examined the surface of the site and has made sufficient reasonable test holes, or other surface and subsurface investigations and is fully satisfied that said site is a correct and suitable one for this work and Contractor assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the Owner than against the Contractor and Contractor's Surety.
- B. Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the Owner and such decision shall be final and binding upon all parties. If the ambiguity or uncertainty could have been identified during the Bidding process, such discrepancy or inconsistency shall not serve as a claim for additional time or money.
- C. It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the Owner, or by any agent or representative as being in compliance with the terms of this Contract or with the Drawings, and Specifications covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, or the Drawings and Specifications covering said work; and that the Owner may require the Contractor and Surety to strictly comply with this Contract and the Drawings and Specifications; and that the Owner may require the Contractor and the Surety to repair, replace, restore any and all of said work and materials which within a period of two years from and after the date of the acceptance of work are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to material or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. Failure on the part of the Contractor or Contractor's Surety, immediately after Notice to either repair or replace any such defective materials and workmanship shall entitle the Owner, if the Owner sees fit, to replace or repair the same and recover the reasonable cost of such replacement or repair from the Contractor and Surety who, shall in any event be jointly and severally liable to the Owner by reason of the Contractor's breach of this Contract or Contractor's failure to comply strictly with this Contract and with the Drawings and Specifications.

#### 1.05 LIQUIDATED DAMAGES

- A. Both parties recognize that precise actual damages for delay are impossible to determine. The parties therefore agree to fix liquidated damages for delay in the Substantial Completion of the Project, as that term is more fully defined in Section 00700 of this Contract. **As a condition precedent to the issuance of the Notice to Proceed, a written addendum setting forth a reasonable date by which the Contractor must realize Substantial Completion shall be executed by the Contractor and the Owner. The reasonable Substantial Completion date set forth in the addendum shall be determined by the Owner's Engineer after consultation with the Contractor.**

On the Substantial Completion date, or such revised Substantial Completion date of the Project as may occur because of an authorized written Change Order of contract time for Substantial Completion, all essential elements of the Project must be ready for their intended use. Therefore, the agreed upon liquidated damages for failure to substantially complete the essential elements of the Project by the Substantial Completion date shall be \$100.00 per day for each calendar day of delay in the Substantial Completion of the work, beyond the Substantial Completion date, up to but not including the date the Project is deemed substantially complete by the Owner's Engineer.

- B. The liquidated damages for delay in the completion or construction of non-essential elements of the Project after the date of Substantial Completion is fixed at \$75.00 per calendar day.
- C. Final completion must occur within 14 days after the Project is deemed substantially complete by the Owner's Engineer. The liquidated damages for delay of final completion of the Project beyond the established date are fixed at \$50.00 per calendar day.
- D. This liquidated damages clause applies only to delay claims arising out of the Contractor's failure to timely perform the work required under the Contract. Nothing in this liquidated damages provision shall be deemed to preclude the prosecution of a claim for actual damages involving defects in the work, breach of contract or any other claim for damages not involving a claim based solely on delay caused by the Contractor's untimely performance of the work.
- E. For each day that any part of the work remains uncompleted after the expiration of the time allowed for completion of the work stipulated in the Contract or as increased by an authorized written Change Order, the sum per day set forth in the applicable subparagraph A, B or C above, shall be deducted from any moneys due the Contractor, or if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the Surety, or from both. The amount of these deductions are to cover liquidated damages to the Owner incurred by additional and other expenses due to the failure of the Contractor to complete the work or any part of the work within the completion time specified in subparagraph A, B or C, whichever is applicable, and such deductions are not to be considered as penalties.

#### 1.06 PARTIAL AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:

- A. The Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner's Engineer, pursuant to provisions of Section 219.70, Florida Statutes, Florida Prompt Payment Act, less five percent (5%) of the amount of such estimate which is to be retained by the Owner until all work has been performed strictly in accordance with this Contract and until such work has been accepted by the Owner. The Owner shall not be responsible for payment to the Contractor for delays.
- B. Upon receipt of the payment bond Surety's written consent to the release of final payment to the Contractor who has furnished and recorded a payment bond and after all guarantees that may be required in the specifications have been furnished and are found acceptable by the Owner, final payment on account of this Contract shall be made within twenty (20) days after completion by

the Contractor of all work covered by this Contract and acceptance of such work by the Owner. If the payment bond surety serves a written revocation of consent to payment or a written direction that the COUNTY withhold a specified amount from a payment, the COUNTY shall withhold from the final payment the amount specified by the payment bond Surety.

1.07 ADDITIONAL BOND

- A. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the Performance and Payment Bonds hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the Work, the Contractor shall, at Contractor's expense, and within three days after the receipt of Notice from the Owner to do so, furnish an additional bond or bonds, in such form and amount, and with such sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

1.08 CONTRACT DOCUMENTS

- A. The Contract Documents are those referenced in Section 00700 of the Contract in Article 1 entitled "Definitions", as set forth in the Instructions to Bidders, which may or may not be attached hereto, and such contract documents also include any approved and fully executed change or task orders. All of the above described contract documents are incorporated as a part of this Contract as if set forth in full herein.

IN WITNESS WHEREOF the parties hereto have executed this Contract on the dates indicated below:\*

Attest:

  
\_\_\_\_\_  
Scott Ellis, Clerk

Board of County Commissioners of  
Brevard County, Florida (Owner)

By:   
\_\_\_\_\_  
Rita Pritchett, Chair

Date: \_\_\_\_\_

Seal

As approved by the Board on: 9/26/17

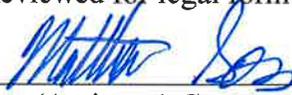
\_\_\_\_\_.

Danus Utilities, Inc.  
Contractor

Date: May 11, 2018

By: Dan J Pardus  
(Printed Name)

Reviewed for legal form and content:

  
\_\_\_\_\_  
(Assistant) County Attorney

Signature: 

Title: President

\_\_\_\_\_ (Seal)

(\* ) In the event that the Contractor is a Corporation, there shall be attached to the Contract a certified copy of a resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf.

CERTIFICATE

STATE OF FLORIDA

COUNTY OF VOLUSIA

I HEREBY CERTIFY that a meeting of the Board of Directors of Danus Utilities, Inc., a Corporation under the laws of the State of Florida, held on May 11, 2018, the following resolution was duly passed and adopted:

“RESOLVED, that Dan J Pardus, as ----- President of the Corporation, be and he is hereby authorized to execute the Contract dated May 11, 2018, also known as “Lift Station T-28 Rehabilitation”, between BREVARD COUNTY, FLORIDA, and this Corporation, and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 11 day of May, 2018.



Secretary - Alice Pardus

END OF SECTION

SECTION 00500

CONTRACT

THIS CONTRACT, made and entered into this 5<sup>th</sup> day of July, 2018 by and between the Brevard County, Florida Board of County Commissioners, a political subdivision of the State of Florida (hereinafter called the Owner), and Danus Utilities, a Florida Corporation doing business at 2320 Beardall Avenue, Sanford, Florida 32771 (hereinafter called the "Contractor").

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1.01 SCOPE OF THE WORK

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work shown on the Drawings and described in the Specifications entitled,

**Lift Station T-14 Rehabilitation**

as prepared by Infrastructure Solution Services, LLC, acting as, and in the Contract Documents entitled, the Engineer, and shall do everything required by this Contract and the other Contract Documents.

1.02 THE CONTRACT SUM

- A. The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, as follows:
- B. Based upon the price shown in the Contractor's Bid heretofore submitted to the Owner, which Bid is a part of these Contract Documents, the aggregate amount of this Contract is the sum of Three Hundred Forty Thousand Eight Hundred Dollars (\$340,800).

1.03 COMMENCEMENT AND COMPLETION OF WORK

- A. The Contractor shall commence work within 10 calendar days after the start of the Contract Time identified on the Notice to Proceed.
- B. The Contractor shall prosecute the Work with faithfulness and diligence and shall complete the Work no later than 150 days after the date specified in the Notice to Proceed.

1.04 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that Contractor has carefully examined the surface of the site and has made sufficient reasonable test holes, or other surface and subsurface investigations and is fully satisfied that said site is a correct and suitable one for this work and Contractor assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the Owner than against the Contractor and Contractor's Surety.
- B. Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the Owner and such decision shall be final and binding upon all parties. If the ambiguity or uncertainty could have been identified during the Bidding process, such discrepancy or inconsistency shall not serve as a claim for additional time or money.
- C. It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the Owner, or by any agent or representative as being in compliance with the terms of this Contract or with the Drawings, and Specifications covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, or the Drawings and Specifications covering said work; and that the Owner may require the Contractor and Surety to strictly comply with this Contract and the Drawings and Specifications; and that the Owner may require the Contractor and the Surety to repair, replace, restore any and all of said work and materials which within a period of two years from and after the date of the acceptance of work are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to material or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. Failure on the part of the Contractor or Contractor's Surety, immediately after Notice to either repair or replace any such defective materials and workmanship shall entitle the Owner, if the Owner sees fit, to replace or repair the same and recover the reasonable cost of such replacement or repair from the Contractor and Surety who, shall in any event be jointly and severally liable to the Owner by reason of the Contractor's breach of this Contract or Contractor's failure to comply strictly with this Contract and with the Drawings and Specifications.

1.05 LIQUIDATED DAMAGES

- A. Both parties recognize that precise actual damages for delay are impossible to determine. The parties therefore agree to fix liquidated damages for delay in the Substantial Completion of the Project, as that term is more fully defined in Section 00700 of this Contract. **As a condition precedent to the issuance of the Notice to Proceed, a written addendum setting forth a reasonable date by which the Contractor must realize Substantial Completion shall be executed by the Contractor and the Owner. The reasonable Substantial Completion date set forth in the addendum shall be determined by the Owner's Engineer after consultation with the Contractor.**

On the Substantial Completion date, or such revised Substantial Completion date of the Project as may occur because of an authorized written Change Order of contract time for Substantial Completion, all essential elements of the Project must be ready for their intended use. Therefore, the agreed upon liquidated damages for failure to substantially complete the essential elements of the Project by the Substantial Completion date shall be \$100.00 per day for each calendar day of delay in the Substantial Completion of the work, beyond the Substantial Completion date, up to but not including the date the Project is deemed substantially complete by the Owner's Engineer.

- B. The liquidated damages for delay in the completion or construction of non-essential elements of the Project after the date of Substantial Completion is fixed at \$75.00 per calendar day.
- C. Final completion must occur within 14 days after the Project is deemed substantially complete by the Owner's Engineer. The liquidated damages for delay of final completion of the Project beyond the established date are fixed at \$50.00 per calendar day.
- D. This liquidated damages clause applies only to delay claims arising out of the Contractor's failure to timely perform the work required under the Contract. Nothing in this liquidated damages provision shall be deemed to preclude the prosecution of a claim for actual damages involving defects in the work, breach of contract or any other claim for damages not involving a claim based solely on delay caused by the Contractor's untimely performance of the work.
- E. For each day that any part of the work remains uncompleted after the expiration of the time allowed for completion of the work stipulated in the Contract or as increased by an authorized written Change Order, the sum per day set forth in the applicable subparagraph A, B or C above, shall be deducted from any moneys due the Contractor, or if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the Surety, or from both. The amount of these deductions are to cover liquidated damages to the Owner incurred by additional and other expenses due to the failure of the Contractor to complete the work or any part of the work within the completion time specified in subparagraph A, B or C, whichever is applicable, and such deductions are not to be considered as penalties.

#### 1.06 PARTIAL AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:

- A. The Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner's Engineer, pursuant to provisions of Section 219.70, Florida Statutes, Florida Prompt Payment Act, less five percent (5%) of the amount of such estimate which is to be retained by the Owner until all work has been performed strictly in accordance with this Contract and until such work has been accepted by the Owner. The Owner shall not be responsible for payment to the Contractor for delays.
- B. Upon receipt of the payment bond Surety's written consent to the release of final payment to the Contractor who has furnished and recorded a payment bond and after all guarantees that may be required in the specifications have been furnished and are found acceptable by the Owner, final payment on account of this Contract shall be made within twenty (20) days after completion by

the Contractor of all work covered by this Contract and acceptance of such work by the Owner. If the payment bond surety serves a written revocation of consent to payment or a written direction that the COUNTY withhold a specified amount from a payment, the COUNTY shall withhold from the final payment the amount specified by the payment bond Surety.

1.07 ADDITIONAL BOND

- A. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the Performance and Payment Bonds hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the Work, the Contractor shall, at Contractor's expense, and within three days after the receipt of Notice from the Owner to do so, furnish an additional bond or bonds, in such form and amount, and with such sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

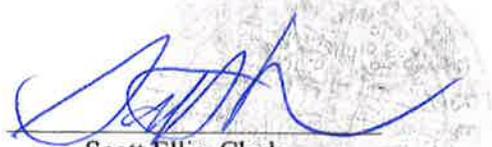
1.08 CONTRACT DOCUMENTS

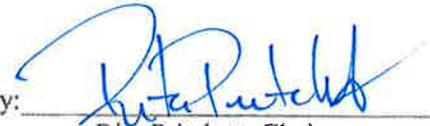
- A. The Contract Documents are those referenced in Section 00700 of the Contract in Article 1 entitled "Definitions", as set forth in the Instructions to Bidders, which may or may not be attached hereto, and such contract documents also include any approved and fully executed change or task orders. All of the above described contract documents are incorporated as a part of this Contract as if set forth in full herein.

IN WITNESS WHEREOF the parties hereto have executed this Contract on the dates indicated below:\*

Attest:

Board of County Commissioners of  
Brevard County, Florida (Owner)

  
\_\_\_\_\_  
Scott Ellis, Clerk

By:   
\_\_\_\_\_  
Rita Pritchett, Chair

Date: AUG 02 2018

Seal

As approved by the Board on:

September 26, 2017

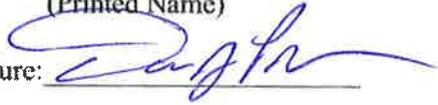
Danus Utilities, Inc.

Contractor

Date: 7-13-2018

By: Dan J Pardus

(Printed Name)

Signature: 

Title: President

Reviewed for legal form and content:

  
\_\_\_\_\_  
(Assistant) County Attorney

\_\_\_\_\_  
(Seal)

(\* In the event that the Contractor is a Corporation, there shall be attached to the Contract a certified copy of a resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf.

CERTIFICATE

STATE OF FLORIDA

COUNTY OF SEMINOLE

I HEREBY CERTIFY that a meeting of the Board of Directors of Danus Utilities, Inc, a Corporation under the laws of the State of Florida, held on July 13, 2018, the following resolution was duly passed and adopted:

“RESOLVED, that Dan J Pardus, as \_\_\_\_\_ President of the Corporation, be and he is hereby authorized to execute the Contract dated July 5, 2018, also known as “Lift Station T-14 Rehabilitation”, between BREVARD COUNTY, FLORIDA, and this Corporation, and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 13 day of July, 2018.

  
Secretary

END OF SECTION

SECTION 00500

CONTRACT

THIS CONTRACT, made and entered into this 19<sup>th</sup> day of April, 2018 by and between the Brevard County, Florida Board of County Commissioners, a political subdivision of the State of Florida (hereinafter called the Owner), and L7 Construction, Inc., a Florida Corporation doing business at 3840 St. Johns Parkway Sanford, Florida 32771 (hereinafter called the "Contractor").

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1.01 SCOPE OF THE WORK

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work shown on the Drawings and described in the Specifications entitled,

**Barefoot Bay WRF Air Piping and Blower Improvements**

as prepared by CDM Smith Inc., acting as, and in the Contract Documents entitled, the Engineer, and shall do everything required by this Contract and the other Contract Documents.

1.02 THE CONTRACT SUM

- A. The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, as follows:
- B. Based upon the price shown in the Contractor's Bid heretofore submitted to the Owner, which Bid is a part of these Contract Documents, the aggregate amount of this Contract is the sum of Five Hundred Ninety Nine Thousand Nine Hundred Seventy Seven Dollars (\$599,977).

1.03 COMMENCEMENT AND COMPLETION OF WORK

- A. The Contractor shall commence work within 10 calendar days after the start of the Contract Time identified on the Notice to Proceed.
- B. The Contractor shall prosecute the Work with faithfulness and diligence and shall complete the Work no later than 180 days after the date specified in the Notice to Proceed.

1.04 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that Contractor has carefully examined the surface of the site and has made sufficient reasonable test holes, or other surface and subsurface investigations and is fully satisfied that said site is a correct and suitable one for this work and Contractor assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the Owner than against the Contractor and Contractor's Surety.
- B. Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the Owner and such decision shall be final and binding upon all parties. If the ambiguity or uncertainty could have been identified during the Bidding process, such discrepancy or inconsistency shall not serve as a claim for additional time or money.
- C. It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the Owner, or by any agent or representative as being in compliance with the terms of this Contract or with the Drawings, and Specifications covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, or the Drawings and Specifications covering said work; and that the Owner may require the Contractor and Surety to strictly comply with this Contract and the Drawings and Specifications; and that the Owner may require the Contractor and the Surety to repair, replace, restore any and all of said work and materials which within a period of two years from and after the date of the acceptance of work are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to material or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. Failure on the part of the Contractor or Contractor's Surety, immediately after Notice to either repair or replace any such defective materials and workmanship shall entitle the Owner, if the Owner sees fit, to replace or repair the same and recover the reasonable cost of such replacement or repair from the Contractor and Surety who, shall in any event be jointly and severally liable to the Owner by reason of the Contractor's breach of this Contract or Contractor's failure to comply strictly with this Contract and with the Drawings and Specifications.

1.05 LIQUIDATED DAMAGES

- A. Both parties recognize that precise actual damages for delay are impossible to determine. The parties therefore agree to fix liquidated damages for delay in the Substantial Completion of the Project, as that term is more fully defined in Section 00700 of this Contract. **As a condition precedent to the issuance of the Notice to Proceed, a written addendum setting forth a reasonable date by which the Contractor must realize Substantial Completion shall be executed by the Contractor and the Owner. The reasonable Substantial Completion date set forth in the addendum shall be determined by the Owner's Engineer after consultation with the Contractor.**

On the Substantial Completion date, or such revised Substantial Completion date of the Project as may occur because of an authorized written Change Order of contract time for Substantial Completion, all essential elements of the Project must be ready for their intended use. Therefore, the agreed upon liquidated damages for failure to substantially complete the essential elements of the Project by the Substantial Completion date shall be \$100.00 per day for each calendar day of delay in the Substantial Completion of the work, beyond the Substantial Completion date, up to but not including the date the Project is deemed substantially complete by the Owner's Engineer.

- B. The liquidated damages for delay in the completion or construction of non-essential elements of the Project after the date of Substantial Completion is fixed at \$75.00 per calendar day.
- C. Final completion must occur within 14 days after the Project is deemed substantially complete by the Owner's Engineer. The liquidated damages for delay of final completion of the Project beyond the established date are fixed at \$50.00 per calendar day.
- D. This liquidated damages clause applies only to delay claims arising out of the Contractor's failure to timely perform the work required under the Contract. Nothing in this liquidated damages provision shall be deemed to preclude the prosecution of a claim for actual damages involving defects in the work, breach of contract or any other claim for damages not involving a claim based solely on delay caused by the Contractor's untimely performance of the work.
- E. For each day that any part of the work remains uncompleted after the expiration of the time allowed for completion of the work stipulated in the Contract or as increased by an authorized written Change Order, the sum per day set forth in the applicable subparagraph A, B or C above, shall be deducted from any moneys due the Contractor, or if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the Surety, or from both. The amount of these deductions are to cover liquidated damages to the Owner incurred by additional and other expenses due to the failure of the Contractor to complete the work or any part of the work within the completion time specified in subparagraph A, B or C, whichever is applicable, and such deductions are not to be considered as penalties.

#### 1.06 PARTIAL AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:

- A. The Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner's Engineer, pursuant to provisions of Section 219.70, Florida Statutes, Florida Prompt Payment Act, less five percent (5%) of the amount of such estimate which is to be retained by the Owner until all work has been performed strictly in accordance with this Contract and until such work has been accepted by the Owner. The Owner shall not be responsible for payment to the Contractor for delays.
- B. Upon receipt of the payment bond Surety's written consent to the release of final payment to the Contractor who has furnished and recorded a payment bond and after all guarantees that may be required in the specifications have been furnished and are found acceptable by the Owner, final payment on account of this Contract shall be made within twenty (20) days after completion by

the Contractor of all work covered by this Contract and acceptance of such work by the Owner. If the payment bond surety serves a written revocation of consent to payment or a written direction that the COUNTY withhold a specified amount from a payment, the COUNTY shall withhold from the final payment the amount specified by the payment bond Surety.

1.07 ADDITIONAL BOND

- A. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the Performance and Payment Bonds hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the Work, the Contractor shall, at Contractor's expense, and within three days after the receipt of Notice from the Owner to do so, furnish an additional bond or bonds, in such form and amount, and with such sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

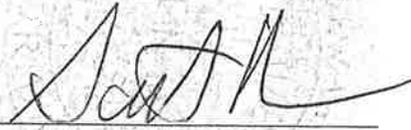
1.08 CONTRACT DOCUMENTS

- A. The Contract Documents are those referenced in Section 00700 of the Contract in Article 1 entitled "Definitions", as set forth in the Instructions to Bidders, which may or may not be attached hereto, and such contract documents also include any approved and fully executed change or task orders. All of the above described contract documents are incorporated as a part of this Contract as if set forth in full herein.

IN WITNESS WHEREOF the parties hereto have executed this Contract on the dates indicated below:\*

Attest:

Board of County Commissioners of  
Brevard County, Florida (Owner)

  
\_\_\_\_\_  
Scott Ellis, Clerk

By:   
\_\_\_\_\_  
Rita Pritchett, Chair

Date: 6-1-18

Seal

As approved by the Board on:

April 19, 2018

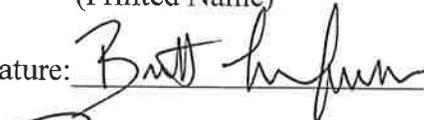
L7 Construction, Inc.  
Contractor

Date: April 19, 2018

By: Brett Lefever  
(Printed Name)

Reviewed for legal form and content:

  
\_\_\_\_\_  
(Assistant) County Attorney

Signature: 

Title: President

\_\_\_\_\_  
(Seal)

(\* In the event that the Contractor is a Corporation, there shall be attached to the Contract a certified copy of a resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf.

CERTIFICATE

STATE OF FLORIDA

COUNTY OF Seminole

I HEREBY CERTIFY that a meeting of the Board of Directors of L7 construction, a Corporation under the laws of the State of Florida, held on Oct. 1<sup>st</sup>, 2017, the following resolution was duly passed and adopted:

“RESOLVED, that Brett Lefeler, as acting President of the Corporation, be and he is hereby authorized to execute the Contract dated April 19, 2018, also known as “Barefoot Bay WRF Air Piping and Blower Improvements Project”, between BREVARD COUNTY, FLORIDA, and this Corporation, and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 24<sup>th</sup> day of April, 2018.



Secretary

END OF SECTION

SECTION 00500

CONTRACT

THIS CONTRACT, made and entered into this 18<sup>th</sup> day of April, 2018 by and between the Brevard County, Florida Board of County Commissioners, a political subdivision of the State of Florida (hereinafter called the Owner), and Carr & Collier, Inc., a Florida Corporation doing business at 1410 Emerson Street Leesburg, Florida 34748 (hereinafter called the "Contractor").

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1.01 SCOPE OF THE WORK

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work shown on the Drawings and described in the Specifications entitled,

**Lift Station T-38 Rehabilitation & Force Main Replacement**

as prepared by Infrastructure Solution Services, LLC, acting as, and in the Contract Documents entitled, the Engineer, and shall do everything required by this Contract and the other Contract Documents.

1.02 THE CONTRACT SUM

- A. The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, as follows:
- B. Based upon the price shown in the Contractor's Bid heretofore submitted to the Owner, which Bid is a part of these Contract Documents, the aggregate amount of this Contract is the sum of Five Hundred Ninety Six Thousand Ninety Nine Dollars (\$596,099).

1.03 COMMENCEMENT AND COMPLETION OF WORK

- A. The Contractor shall commence work within 10 calendar days after the start of the Contract Time identified on the Notice to Proceed.
- B. The Contractor shall prosecute the Work with faithfulness and diligence and shall complete the Work no later than 180 days after the date specified in the Notice to Proceed.

1.04 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that Contractor has carefully examined the surface of the site and has made sufficient reasonable test holes, or other surface and subsurface investigations and is fully satisfied that said site is a correct and suitable one for this work and Contractor assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the Owner than against the Contractor and Contractor's Surety.
- B. Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the Owner and such decision shall be final and binding upon all parties. If the ambiguity or uncertainty could have been identified during the Bidding process, such discrepancy or inconsistency shall not serve as a claim for additional time or money.
- C. It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the Owner, or by any agent or representative as being in compliance with the terms of this Contract or with the Drawings, and Specifications covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, or the Drawings and Specifications covering said work; and that the Owner may require the Contractor and Surety to strictly comply with this Contract and the Drawings and Specifications; and that the Owner may require the Contractor and the Surety to repair, replace, restore any and all of said work and materials which within a period of two years from and after the date of the acceptance of work are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to material or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. Failure on the part of the Contractor or Contractor's Surety, immediately after Notice to either repair or replace any such defective materials and workmanship shall entitle the Owner, if the Owner sees fit, to replace or repair the same and recover the reasonable cost of such replacement or repair from the Contractor and Surety who, shall in any event be jointly and severally liable to the Owner by reason of the Contractor's breach of this Contract or Contractor's failure to comply strictly with this Contract and with the Drawings and Specifications.

1.05 LIQUIDATED DAMAGES

- A. Both parties recognize that precise actual damages for delay are impossible to determine. The parties therefore agree to fix liquidated damages for delay in the Substantial Completion of the Project, as that term is more fully defined in Section 00700 of this Contract. **As a condition precedent to the issuance of the Notice to Proceed, a written addendum setting forth a reasonable date by which the Contractor must realize Substantial Completion shall be executed by the Contractor and the Owner. The reasonable Substantial Completion date set forth in the addendum shall be determined by the Owner's Engineer after consultation with the Contractor.**

On the Substantial Completion date, or such revised Substantial Completion date of the Project as may occur because of an authorized written Change Order of contract time for Substantial Completion, all essential elements of the Project must be ready for their intended use. Therefore, the agreed upon liquidated damages for failure to substantially complete the essential elements of the Project by the Substantial Completion date shall be \$100.00 per day for each calendar day of delay in the Substantial Completion of the work, beyond the Substantial Completion date, up to but not including the date the Project is deemed substantially complete by the Owner's Engineer.

- B. The liquidated damages for delay in the completion or construction of non-essential elements of the Project after the date of Substantial Completion is fixed at \$75.00 per calendar day.
- C. Final completion must occur within 14 days after the Project is deemed substantially complete by the Owner's Engineer. The liquidated damages for delay of final completion of the Project beyond the established date are fixed at \$50.00 per calendar day.
- D. This liquidated damages clause applies only to delay claims arising out of the Contractor's failure to timely perform the work required under the Contract. Nothing in this liquidated damages provision shall be deemed to preclude the prosecution of a claim for actual damages involving defects in the work, breach of contract or any other claim for damages not involving a claim based solely on delay caused by the Contractor's untimely performance of the work.
- E. For each day that any part of the work remains uncompleted after the expiration of the time allowed for completion of the work stipulated in the Contract or as increased by an authorized written Change Order, the sum per day set forth in the applicable subparagraph A, B or C above, shall be deducted from any moneys due the Contractor, or if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the Surety, or from both. The amount of these deductions are to cover liquidated damages to the Owner incurred by additional and other expenses due to the failure of the Contractor to complete the work or any part of the work within the completion time specified in subparagraph A, B or C, whichever is applicable, and such deductions are not to be considered as penalties.

#### 1.06 PARTIAL AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:

- A. The Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner's Engineer, pursuant to provisions of Section 219.70, Florida Statutes, Florida Prompt Payment Act, less five percent (5%) of the amount of such estimate which is to be retained by the Owner until all work has been performed strictly in accordance with this Contract and until such work has been accepted by the Owner. The Owner shall not be responsible for payment to the Contractor for delays.
- B. Upon receipt of the payment bond Surety's written consent to the release of final payment to the Contractor who has furnished and recorded a payment bond and after all guarantees that may be required in the specifications have been furnished and are found acceptable by the Owner, final payment on account of this Contract shall be made within twenty (20) days after completion by

the Contractor of all work covered by this Contract and acceptance of such work by the Owner. If the payment bond surety serves a written revocation of consent to payment or a written direction that the COUNTY withhold a specified amount from a payment, the COUNTY shall withhold from the final payment the amount specified by the payment bond Surety.

1.07 ADDITIONAL BOND

- A. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the Performance and Payment Bonds hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the Work, the Contractor shall, at Contractor's expense, and within three days after the receipt of Notice from the Owner to do so, furnish an additional bond or bonds, in such form and amount, and with such sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

1.08 CONTRACT DOCUMENTS

- A. The Contract Documents are those referenced in Section 00700 of the Contract in Article 1 entitled "Definitions", as set forth in the Instructions to Bidders, which may or may not be attached hereto, and such contract documents also include any approved and fully executed change or task orders. All of the above described contract documents are incorporated as a part of this Contract as if set forth in full herein.

IN WITNESS WHEREOF the parties hereto have executed this Contract on the dates indicated below:\*

Attest:

Board of County Commissioners of  
Brevard County, Florida (Owner)

  
\_\_\_\_\_  
Scott Ellis, Clerk

By:   
\_\_\_\_\_  
Rita Pritchett, Chair

Date: 6-1-18

Seal

As approved by the Board on:

September 26, 2017

Carr & Collier, Inc.

Contractor

Date: 4-18-18

Reviewed for legal form and content:

By: Reynolds Holiman  
(Printed Name)

  
\_\_\_\_\_  
(Assistant) County Attorney

Signature: 

Title: V. President

\_\_\_\_\_  
(Seal)



(\* In the event that the Contractor is a Corporation, there shall be attached to the Contract a certified copy of a resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf.

CERTIFICATE

STATE OF FLORIDA

COUNTY OF Lake

I HEREBY CERTIFY that a meeting of the Board of Directors of Carr + Collier Inc., a Corporation under the laws of the State of Florida, held on April, 18, 2018, the following resolution was duly passed and adopted:

“RESOLVED, that Reynolds Holiman, as Vice President of the Corporation, be and he is hereby authorized to execute the Contract dated April 18, 2018, also known as “Lift Station T-38 Rehabilitation & Force Main Replacement”, between BREVARD COUNTY, FLORIDA, and this Corporation, and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 18<sup>th</sup> day of April, 2018.

Haron Bayl  
Secretary

END OF SECTION