



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Public Hearing

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H.1.

8/24/2021

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### Subject:

Public Hearing Re: Intersection Signalization Construction Contract for N. Wickham Road at Deer Lakes Drive and Meeting Lane - District 4

### Fiscal Impact:

\$200,000 County contribution to be provided from the Central Mainland Benefit District Impact Fees.

### Dept/Office:

Public Works Department/Finance and Contracts Administration

### Requested Action:

It is requested the Board of County Commissioners consider finding it in the public interest to approve and authorize the Chair to execute the Intersection Signalization Construction Contract for N. Wickham Road at Deer Lakes Drive and Meeting Lane. It is also requested the Board authorize the County Manager to execute any subsequent contract-related documents associated with this action. It is further requested the Board approve any Budget Change Requests necessary for this action.

### Summary Explanation and Background:

CV Melbourne, LLC, the Developer, proposed to construct a traffic signal at the intersection of N. Wickham Road at Deer Lakes Drive and Meeting Lane. Section 336.71, Florida Statutes, provides for public-private cooperation with respect to construction, extensions, and improvements to county roads. Under Section 336.71, Florida Statutes, if the County receives an unsolicited proposal for the improvement of a County road, which this project qualifies as, the County may enter into an agreement to contribute to the Developer from public funds, if a public hearing is held and certain findings are made. The public notice must be advertised at least 14 days prior to the date of the public hearing. The public notice was published on the County website on May 3, 2021 with supplemental publication in the Florida Today newspaper on May 5, 2021 to conduct the Public Hearing at the May 18, 2021 Board of County Commissioners regular meeting. On May 18, 2021, the Board continued the Public Hearing to the July 6, 2021 meeting. During the July 6, 2021 meeting the Board continued the Public Hearing to the August 24, 2021 meeting at the request of the Developer.

The following Public Interest Determination Considerations for this project are offered:

- The project will improve the safety of traffic traveling through the intersection, which lies within the City's boundaries, but falls under the permitting, construction, and maintenance jurisdiction of the County as part of the County's road system.
- The County finds that the Developer will be able to complete the project at a lower overall cost to County taxpayers, resulting in a financial benefit to the public.
- The project is in the best interest of the public and serves the public health, safety, and welfare.

- The project will become part of the County's road system upon completion.
- In order to safeguard taxpayers, County funds will not be provided to the Developer until the project is completed, and the signals are determined to be in working order.

Funding for the project will be provided by the Developer, the City of Melbourne, and the County. The Developer will be obligated to invest contributions in the approximate amount of \$403,720.93 in the form of engineering, design, permitting, and other project-related fees and costs. The City of Melbourne indicated its intent to contribute \$302,847.91 in cash as well \$143,058.98 in City impact fee credits. It is acknowledged that a Reimbursement Agreement between the Developer and the City of Melbourne will be required to implement the project both as to the City's contribution and the impact fee credits. The County will contribute a maximum of \$200,000 toward the cost of the traffic signal, which will become part of the County road system and maintained by the County upon satisfactory completion. The Developer will be responsible to contribute the difference between the amount for the construction of the project and the contributions from the City and the County.

In accordance with Administrative Order 29, the County Attorney's Office, Risk Management, and Purchasing Services have reviewed and approved the Intersection Signalization Construction Contract.

**Clerk to the Board Instructions:**

Upon approval of the Intersection Signalization Construction Contract, please return the contract to the Public Works Department.

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**



# CONTRACT REVIEW AND APPROVAL FORM

## SECTION I - GENERAL INFORMATION

1. Contractor:		2. Amount:	
3. Fund/Account #:		4. Department Name:	
5. Contract Description:			
6. Contract Monitor:		8. Contract Type:	
7. Dept/Office Director:			
9. Type of Procurement:			

## SECTION II - REVIEW AND APPROVAL TO ADVERTISE

### APPROVAL

#### COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

Purchasing

Risk Management

County Attorney

_____
_____
_____
_____

## SECTION III - REVIEW AND APPROVAL TO EXECUTE

### APPROVAL

#### COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

Purchasing

Risk Management

County Attorney

_____
_____
_____
_____

## SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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



August 25, 2021

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

**TO:** Marc Bernath, Public Works Director

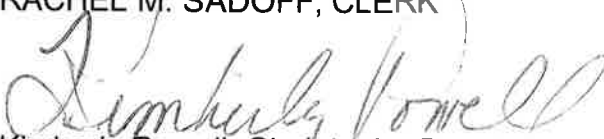
**RE:** Item H.1., Public Hearing for Intersection Signalization Construction Contract for North Wickham Road at Deer Lakes Drive and Meeting Lane

The Board of County Commissioners, in regular session on August 24, 2021, conducted a public hearing and authorized the Chair to execute the Intersection Signalization Construction Contract for North Wickham Road at Deer Lakes Drive and Meeting Lane; authorized the County Manager to execute any subsequent contract-related documents associated with this action; and approved any Budget Change Requests necessary for this action. Enclosed is the fully-executed Contract.

Your continued cooperation is always appreciated.

Sincerely,

**BOARD OF COUNTY COMMISSIONERS**  
**RACHEL M. SADOFF, CLERK**

  
Kimberly Powell, Clerk to the Board

/sm

Encl. (1)

cc: Contracts Administration  
County Manager  
Finance  
Budget

**INTERSECTION SIGNALIZATION CONSTRUCTION CONTRACT**  
**(N. Wickham Road, Deer Lakes Drive, & Meeting Lane)**

THIS INTERSECTION SIGNALIZATION CONSTRUCTION CONTRACT (the "Contract") is made and entered into the date of last signature below (the "Effective Date") by and between BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County"), and CV MELBOURNE, LLC, a Florida Limited Liability Company (the "Developer"), collectively referred to as the "Parties."

WHEREAS, the Developer has proposed to construct a traffic signal at the intersection of N. Wickham Road, Deer Lakes Drive, and Meeting Lane in order to better regulate traffic and to ensure public safety (the "Project"); and

WHEREAS, the Project will be located principally on County right-of-way within the city limits of the City of Melbourne, Florida (the "City"), as shown on Permit #: 20RW00167, as approved by the County and incorporated herein by this reference; and

WHEREAS, the Parties have determined that the Project will improve the safety of traffic traveling through the above-referenced intersection, which lies within the City's boundaries, but falls under the permitting, construction, and maintenance jurisdiction of the County as part of the County's road system; and

WHEREAS, Section 336.71, Florida Statutes, provides for public-private cooperation with respect to construction, extensions, and improvements to county roads, or portions thereof; and

WHEREAS, under Section 336.71, Florida Statutes, if the County receives an unsolicited proposal for the improvement of a County road, which the above-referenced intersection qualifies as, the County may enter into an agreement whereby payment may be made to the private entity, from public funds, if a public hearing is held and certain findings are made; and

WHEREAS, the County has determined that the Project is in the best interest of the public and serves the public health, safety, and welfare; and

WHEREAS, the County has agreed to contribute a maximum of \$200,000.00 toward the cost of the traffic signal, which will become part of the County road system and maintained by the County; and

WHEREAS, the County finds that the Developer will be able to complete the Project at a lower overall cost to County taxpayers, resulting in a financial benefit to the public; and

WHEREAS, the County will own and maintain the traffic signal upon completion, acceptance and proper transfer, and finds it necessary and appropriate to accept any easement(s) for the construction and maintenance of and access, ingress and egress to the traffic signal(s); and

WHEREAS, the Developer will be obligated to invest contributions in the approximate amount of \$403,720.93 in the form of engineering, design, permitting, and other Project-related fees and costs; and

WHEREAS, the Developer shall contribute the difference between the amount for the construction of the Project and the contributions toward the cost of the Project from the City and the County; and

WHEREAS, the City of Melbourne has indicated its intent to contribute \$302,847.91 in cash as well \$143,058.98 in City impact fee credits; and

WHEREAS, the Parties acknowledge that a Reimbursement Agreement with the City of Melbourne will be required to implement the Project both as to the City's contribution and the impact fee credits; and

WHEREAS, the Developer requires an easement to complete the work and, upon completion, shall transfer its interest in any necessary easement(s) to the County for maintenance and access, ingress and egress to the traffic signals(s), along with a bill of sale and a certificate of completion from the engineer of record.

NOW, THEREFORE, for and in consideration of the premises and covenants outlined herein, the Parties hereby agree as follows:

1. RECITALS

The above recitals are true and correct and are incorporated into this Contract by this reference.

2. THE PROJECT

- a. The Developer hereby agrees to prepare construction plans for the Project and receive applicable permitting approval of those plans from the County and any other authority(ies) having jurisdiction, which may include, but is not limited to, the City, as applicable.
- b. The Developer shall cause the Project to be constructed in accordance with all applicable governmental approvals and regulatory permits, rules, and regulations in connection therewith.

- c. It is anticipated that the Project will be commenced on or about July 1, 2021 (the “anticipated commencement date”), subject to County approvals of the plans; Reimbursement Agreements with the City of Melbourne, Florida; the grant of any necessary easement(s) by the Deer Lakes Homeowners’ Association (“Deer Lakes H.O.A.”), if required; and, issuance of any applicable permits to the Developer. The Developer shall be entitled to, without penalty, (i) commence construction of the Project prior to such anticipated commencement date if the authority(ies) having jurisdiction approve the plans, approve their respective Reimbursement Agreements, and issue applicable permits to the Developer before such anticipated commencement date, or (ii) commence construction of the Project after such anticipated commencement date if the Developer has applied for all necessary permit(s), without deficiency, and has been issued said permits by the authority(ies) having jurisdiction.

### 3. GENERAL REQUIREMENTS

- a. The Developer shall commence and complete the Project in accordance with the provisions outlined herein, and all applicable laws.
  - 1. The Developer agrees to place the Project out for bid and award the construction contract prior to commencing construction. The contract for construction of the Project shall be awarded to the lowest, responsive, responsible, and best bidder, as determined by the Developer.
  - 2. The Developer shall obtain all permit(s) and construct the Project in compliance with those permit(s), and provide all as-built plans as may be required by any authority(ies) having jurisdiction over the construction of the Project.
  - 3. The Developer shall require any contractor(s) or subcontractor(s) to indemnify and hold harmless the County.
  - 4. In order to complete the Project, the Developer agrees to obtain a transferable easement from the Deer Lakes H.O.A., if required. At its own expense, the Developer will draft and execute an agreement for the necessary easement(s) with the Deer Lakes H.O.A. once this Contract is executed, if required. Consequently, the implementation of this Contract is

contingent upon Developer receiving the executed easement(s) from the Deer Lakes H.O.A., if required and showing proof of same to the County.

5. Upon completion of the Project and demonstrate it is functioning properly, the Developer shall provide or convey: (i) a bill of sale to the County for the traffic signal(s); (ii) any easement(s) necessary for maintenance of and access, ingress and egress to the traffic signal(s); (iii) a certificate of completion from the engineer of record; and, (iv) obtain and provide a Certificate of Completion for the Project from the County and in all ways comply and conform with the Permit(s) associated with the Project.

6. The County shall make payment of the amount due for construction costs incurred but unpaid, up to \$200,000.00 upon completion of the Project.

b. The County agrees:

1. to expeditiously and without unnecessary delay, process all permit applications required under its permitting jurisdiction.

2. where necessary as the entity with control and ownership of the right-of-way in which the Project will be constructed, to process any applications for permit approval by other governmental agencies with jurisdiction.

3. that upon acceptance and recording of the bill of sale, and upon receipt of the other documents specified in paragraph 5b., below, the County shall assume all maintenance responsibility for the Project, which responsibility shall survive this Agreement.

#### 4. PROJECT COSTS

The total estimated cost of the Project is currently \$1,049,627.82. However, the construction cost will be based upon the Developer's bidding process in accordance with Section 3.a.1. above.

a. County Contribution. Payment by the County shall only be made to the Developer after receipt and verification of the Project's expenses and proper functionality including receipt of acknowledgement by the County that the Project has been completed in compliance with Project Permit(s) and the County has issued a Certificate of Completion for applicable County permits. Verification of the Project's expenses means the Developer has made final payment for all project expenses (including; design, surveying, construction,



costs, fees etc.), received a final release of lien from the contractor, and otherwise completed all aspects of the Project.

- b. Developer Contribution. The Developer shall be responsible for ensuring the remaining balance of the Project is funded before proceeding with construction of the Project. The Developer will contribute \$357,380.00 in the form of in-kind costs already incurred for engineering, design, permitting, and other Project-related fees and costs. At a minimum, the Developer shall also provide funds to cover any additional costs associated with the Project.

#### 5. DISBURSEMENTS UPON COMPLETION.

- a. Disbursement to the Developer. Upon completion of the Project, the Developer shall request disbursement from the County to reimburse the Developer up to the County's contribution limit of \$200,000.00. The Developer shall deliver a copy of such disbursement request to the County. Such disbursement request from the Developer shall include: (i) a certificate of completion from the County that the Project was completed in accordance with the Plans; and (ii) a certificate of completion or the legal equivalent issued by the County evidencing the completion of the Project.
- b. Disbursement to the County. The County shall receive a bill of sale for the traffic signal(s); a certificate of completion from the engineer of record and demonstrated proper functionality including obtaining a Certificate of Completion for the Project from the County; and, any easement(s) necessary for construction and maintenance of and access, ingress and egress to the traffic signal(s). The Developer shall pay any costs associated with recording.

#### 6. TERMINATION OR SUSPENSION OF PROJECT

- a. If the Project is abandoned by the Developer, whether by agreement of the Parties or otherwise, the County shall only be responsible for payment of its amount of the construction cost due, up to \$200,000, if the Project is completed by the City of Melbourne or a Surety under a surety bond under which the City is the obligee.
- b. If, for any other reason, the Project is rendered improbable, not feasible, impossible, or illegal, either Party may deliver written notice to the other

Parties, all further obligations of the Parties under this Contract shall be terminated..

#### 7. FAILURE TO COMPLETE PROJECT

If the Developer fails to timely cause the Project to be completed as required under this Contract, and a Surety fails to cause the Project to be completed within the time periods provided for in the applicable permit(s), the County shall be entitled to retain its fund contributions, unless the Project is partially completed and this agreement is extended to allow the Surety contractor additional time to complete the Project, which extension shall not be unreasonably withheld.

#### 8. INDEMNIFICATION

The Developer shall indemnify and hold harmless the County, its officers, officials, employees, agents, and volunteers 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 Contract, where such claim, damage, loss or expense is caused, in whole or in part, by the act or omission of the Developer, or anyone directly or indirectly employed by the Developer. The Parties acknowledge specific consideration has been exchanged for this provision. The County's indemnity and liability obligations hereunder shall be subject to the County's common law right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes. Nothing in this Contract is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Nothing herein shall constitute a waiver of the County's sovereign immunity. The Developer, without exception, shall also indemnify and hold harmless the County, its officers, officials, employees, agents, and volunteers from liability of any nature or kind, including, but not limited to, the Project's design, construction, and/or operation, but only to the extent that the County, its officials or employees are the sole cause of such liability.

#### 9. CONTRACT ADMINISTRATION

The County Manager, or his/her designee, shall provide budget oversight, performance monitoring, and administration of this Contract.

#### 10. NOTICES

- a. Any notice, request, demand, instruction, or other communication ("Notice") under this Contract shall be given as follows:

To the County: Tammy Thomas-Wood  
Support Services Manager  
Brevard County Public Works Department  
2725 Judge Fran Jamieson Way  
Room A-201  
Viera, FL 32940  
[Tammy.thomas-wood@brevardfl.gov](mailto:Tammy.thomas-wood@brevardfl.gov)

To the Developer: CV Melbourne, LLC  
PO Box 4359 Edwards, CO 81632  
Email: Bob@LandmarkFL.com

- b. Notice to be given to any Party with respect to this Contract may be given either by the Party or its legal counsel and shall be deemed to have been properly sent and given when:
- i. If delivered by hand, when received by the addressee;
  - ii. If sent by certified mail, on the third (3rd) business day following the date of such deposit, whether or not actually received by addressee;
  - iii. If sent by courier service, when received by the addressee;
  - iv. If sent by email, when the sending Party receives an electronic delivery receipt for such email.

Any Party may change the address to which notices are to be sent to such Party by sending a Notice to each other Party specifying such change of address.

#### 11. TIME IS OF THE ESSENCE; PERMITTED DELAYS

Time is of the essence with this Contract and the performing Party shall use due diligence and commercial reasonableness to perform and complete the Project in a timely manner hereunder; provided, however, that if completion of performance by the performing Party shall be delayed at any time by reason outlined in Section 23 below (other than financial reasons), then the time for performing the Project hereunder and/or achieve any milestone under the construction schedule shall be extended by the time of the delay actually caused by the incident of any such Force Majeure, plus fourteen (14) days.

## 12. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

The Developer:

- (a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Developer during the term of the Contract; and
- (b) Shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract; and
- (c) Agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County consistent with the terms of the Developer's enrollment in the program. This includes maintaining a copy of proof of any contractors' and subcontractors' enrollment in the E-Verify program.

Compliance with the terms of this Section is made an express condition of this Contract and the County may treat a failure to comply as a material breach of this Contract.

The Developer, contractor(s), and/or subcontractor(s) who register with and participate in the E-Verify program may not be barred or penalized under this Section if, as a result of receiving inaccurate verification information from the E-Verify program, the Party hires or employs a person who is not eligible for employment.

Nothing in this Section may be construed to allow intentional discrimination of any class protected by law.

## 13. INDEPENDENT CONTRACTOR

The Developer shall perform the services under this Contract as an independent contractor and nothing herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to make the Developer or any of its agents or employees to be the agent, employee, or representative of the County.

#### 14. AMENDMENTS OR MODIFICATIONS

This Contract represents the understanding between the Parties in its entirety as to the subject matter of this Contract and no other agreements, either oral or written, exist between the County and the Developer as to the subject matter of this Contract. No alterations, amendments, deletions, or waivers of the provisions of this Contract shall be binding on either Party unless reduced to writing and signed by a duly authorized representative of the County and the Developer.

#### 15. ASSIGNMENT

The County and the Developer each bind itself and its successors, legal representatives, and assigns to the other Party to this Contract, and to the partners, successors, legal representatives, and assigns of such other Party, and in respect to all covenants of this Contract; and neither the County nor the Developer shall assign nor transfer their interest in this Contract without prior written consent of the other Party. The County may elect to compensate the Developer for unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

#### 16. PUBLIC RECORDS

Both Parties understand that the County is subject to the provisions of Chapter 119, Florida Statutes, and other applicable Florida Statutes. The Developer is responsible for maintaining public records in accordance with Florida law. If the materials provided by either Party do not fall under a specific statutory exemption under Florida or federal law, then the materials will have to be provided to anyone making a public records request. The Developer is responsible for identifying what information, if any, it deems is exempt under Florida or federal law, and for specifying what statute exempts said information. Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Developer to the County which the Developer maintains are exempt or confidential from inspection or production, then the Developer shall hire and compensate attorney(s) who shall represent the interests of the County as well as the Developer in defending such action. The Developer shall also pay any costs to defend such action and shall pay any costs and attorneys' fees, which may be awarded pursuant to Chapter 119, Florida Statutes.

**IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 617-7202; BY**

**EMAIL TO Robert.hendricks@brevardfl.gov; OR BY MAIL TO THE BREVARD COUNTY PUBLIC WORKS DEPARTMENT, ATTN: PUBLIC RECORDS CUSTODIAN, 2725 JUDGE FRAN JAMIESON WAY, BUILDING A, VIERA, FLORIDA 32940.**

**17. RIGHT TO AUDIT RECORDS**

In performance of this Contract, the Developer shall keep books, records, and accounts of all activities related to the Contract, in compliance with generally accepted accounting procedures. All documents, papers, books, records, and accounts made or received by the Developer in conjunction with the Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative and shall be retained by the Developer for a period of three (3) years after termination of this Contract, unless such records are exempt from Section 24(a) of Article I of the State Constitution and Chapter 119, Florida Statutes. All records or documents created by the Developer or provided to the Developer by the County in connection with the activities or services provided herein are public records unless exempt/confidential and the Developer agrees to comply with any request for such public records made in accordance with Chapter 119, Florida Statutes.

**18. UNAUTHORIZED ALIEN WORKERS**

The 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). The County shall consider the Developer intentional employment of unauthorized aliens as grounds for immediate termination of this Contract.

**19. FEDERAL TAX ID NUMBER**

The Developer has provided to the County its Federal Tax ID Number as follows:  
CV Melbourne, LLC EIN: 58 268 3711

**20. 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 Section 287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

#### 21. CONSTRUCTION OF CONTRACT

The Parties hereby acknowledge that they fully reviewed this Contract, its attachments and had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any Party as if they were the drafter of this Contract.

#### 22. GOVERNING LAW

The laws of the State of Florida shall govern the validity of this Contract, its interpretation and performance, and any other claims related thereto. Venue for any legal action brought by any Party to this Contract to interpret, construe, or enforce this Contract shall be in a court of competent jurisdiction in and for Brevard County, Florida.  
**ANY TRIAL SHALL BE NON-JURY.**

#### 23. FORCE MAJEURE

Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; pandemic; any computer virus, work, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion, or strike; provided, that written notice thereof must be given by such Party to the other within twenty (20) days after occurrence of such cause or event.

#### 24. CAPTIONS AND PARAGRAPH HEADINGS

Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend or limit the scope and/or intent of this Contract, nor the intent of any provisions thereof.

#### 25. WAIVER

No waiver by the County of any provision of this Contract shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach, or any other provision or enforcement thereof. County's consent to or approval of any act by the Developer requiring consent or approval shall not be deemed to render unnecessary the obtaining of County's consent to or approval of any subsequent act by the Developer

requiring consent or approval, whether or not similar to the act so consented to or approved.

#### 26. COMPLIANCE WITH LAWS

The Developer, its employees, subcontractors, agents, or assigns, shall comply with all applicable federal, State, and/or local laws and regulations relating to the performance of this Contract. The County undertakes no duty to ensure compliance, but will attempt to advise the Developer, upon request, as to any such laws of which it has present knowledge.

#### 27. ATTORNEY'S FEES

In the event a dispute arises out of this Contract, each side shall be responsible for their own respective attorney's fees.

#### 28. SEVERABILITY

If any of the provisions contained in this Contract are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### 29. COUNTERPARTS


This Contract may be executed in counterparts, each of which so executed shall be deemed to be an original and such counterparts, together, shall constitute one in the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]



IN WITNESS WHEREOF, the undersigned have caused this Contract to be duly executed by an authorized representative and effective the date of last signature below.

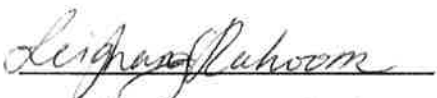
ATTEST:

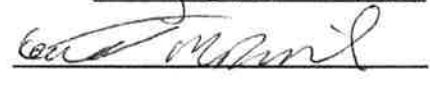
  
Rachel Sadoff, Clerk

Approved for legal form and content  
for Brevard County, Florida

  
Assistant County Attorney

WITNESSES:

  
Name: Leighana S. Beehoorn

  
Name: Gail H. McDaniel

BREVARD COUNTY, FLORIDA

By:   
Rita Pritchett, Chair

Date: 8-24-21

Approved by the Board: August 24, 2021

DEVELOPER

CV MELBOURNE, LLC, a Florida  
Limited Liability Company

By:   
Name: Robert Kurlander

Title: Manager

Date: 5-4-2021



**BOARD OF COUNTY COMMISSIONERS**

**Public Works Department**  
2725 Judge Fran Jamieson Way  
Building A, Room 201  
Viera, Florida 32940

**INTERSECTION SIGNALIZATION CONSTRUCTION CONTRACT  
(N. Wickham Road, Deer Lakes Drive, & Meeting Lane)**

The *Disclosure Form Foreign Influence on Contracts or Grants Having a Value of \$100,000 or More* and *Contractor Affidavit Regarding Scrutinized Company List*, collectively known as the "completed forms", as executed by CV Melbourne, LLC, a Florida Limited Liability Company (the "Developer"), are acknowledged by Brevard County, Florida, a political subdivision of the State of Florida (the "County"), and are hereby attached as a Rider to the Intersection Signalization Construction Contract (N. Wickham Road, Deer Lakes Drive, & Meeting Lane), to be entered into by and between the County and the Developer. In consideration of the promises, covenants, and conditions set forth in these completed forms, the sufficiency of which is hereby acknowledged, Developer hereby executes the completed forms as follows:

(SEE ATTACHED)

## DISCLOSURE FORM

### FOREIGN INFLUENCE ON CONTRACTS OR GRANTS HAVING A VALUE OF \$100,000 OR MORE

**Summary of Form:** In order for the County to comply with section 286.101, Florida Statutes, all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of \$100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined below. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

#### I. SECTION I. Please answer yes or no to each statement below:

YES / ☐ NO I AM BIDDING/SIGNING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE UNDER \$100,000. If yes, this disclosure form as been completed. Please sign and date at the bottom.

☒ YES / NO I AM BIDDING/SIGNING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE OF OVER \$100,000. If yes, proceed to the next question.

YES / ☐ NO I HAVE MADE A FOREIGN INFLUENCE DISCLOSURE ONLINE WITH THE DEPARTMENT OF FINANCIAL SERVICES. If yes, please proceed to SECTION IV and provide the date of the disclosure, your name and address. Then sign and date at the bottom.

#### II. SECTION II. Please answer yes or no to the statement below:

YES / ☐ NO Bidder/Grantee/Contractor has (1) a current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan Regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of

concern); and (2) such interest, contract, or grant or gift has a value of \$50,000 or more; and (3) such interest existed, or such contract or grant or gift was received or in force at any time during the previous five years.

**III. SECTION III.** If you answered NO to SECTION II, you have completed this form. Please sign/date at the bottom. If you answered YES to SECTION II, then answer YES or NO to the following:

- YES / NO      This is a proposal to sell commodities through an online procurement programs established pursuant to section 287.057(22), Florida Statutes.
- YES / NO      This is a proposal from an entity that discloses foreign gifts or grants under section 1010.25 or section 286.101(2), Florida Statutes.
- YES / NO      This is a proposal from a foreign source that, if granted or accepted, would be disclosed under section 286.101(2) or section 1010.25, Florida Statutes.
- YES / NO      This is a proposal from a public or not-for-profit research institution with respect to research funded by any federal Agency.

**IV. SECTION IV.** If you answered YES to any question in SECTION III, you have completed this form. Please sign/date at the bottom. If you answered NO to all of the questions in SECTION III, then you must make the following disclosures online to the State of Florida Department of Financial Services before the County may contract with you or award you said grant. Please disclose the following:

Date Disclosure of the information below was made by Bidder/Grantee to the State of Florida Department of Financial Services online: \_\_\_\_\_

Name of Bidder/Grantee/Contractor: \_\_\_\_\_

Mailing Address of Bidder/Grantee: \_\_\_\_\_

Value of the Contract/Grant or Gift: \_\_\_\_\_

Foreign Country of Concern or the Agency or other entity under the significant

Control of such Foreign country of Concern: \_\_\_\_\_

Date of Termination of the contract or interest with the Foreign Country of Concern:

\_\_\_\_\_

Date of Receipt of the Contract/Grant or Gift: \_\_\_\_\_

Name of the agent or controlled entity that is the source or interest holder:

\_\_\_\_\_

I verify that the information provided on this form is true and correct, and that I am duly authorized to make said binding disclosures on behalf of myself or my Company, as applicable.

Signature: [Signature]

Date: 8-13-21

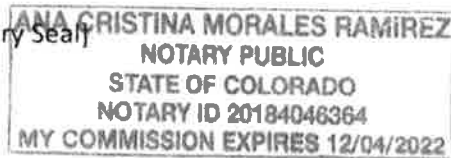
Title: Manager

STATE OF ~~FLORIDA~~ Colorado

COUNTY OF Eagle

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 13 day of August, 2021, by (name of person making statement).

[Notary Seal]



Notary Public

Ana Cristina Morales Ramirez  
Name typed, printed or stamped

My Commission Expires: 12/04/2022

\_\_\_\_ Personally Known OR ☒ Produced Identification

Type of Identification Produced COOL: 103410583

## CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF COLORADO

COUNTY OF EAGLE

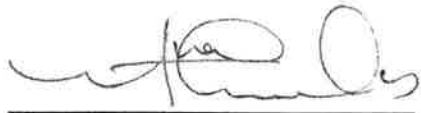
BEFORE ME, the undersigned authority, personally appeared  
Robert Kurlander, who, being by me first duly sworn, made the  
following statement:

1. The Business address of CV Melbourne, LLC (name of Contractor) is  
P.O. Box 4359 Edwards, CO 81632
2. My relationship to CV Melbourne, LLC (name of Contractor) is  
(relationship such as sole proprietor, partner, president, vice president). Manager
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. CV Melbourne LLC (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. CV Melbourne, LLC (name of Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. CV Melbourne LLC (name of Contractor) is not engaged in business operations in Cuba or Syria.

  
Signature

Sworn to and subscribed before me in the state and county first mentioned above on the 13  
day of August, 2021.

  
Notary Public

My commission expires: 12/04/2022

