



AGENDA REPORT
September 25, 2018

**Discussion and Adoption of the County's Final Budget Resolution for FY
2018-2019**

SUBJECT:

Discussion and Adoption of the County's Final Budget Resolution for FY 2018-2019.

DEPT/OFFICE:

Budget

REQUESTED ACTION:

It is recommended that the Board of County Commissioners discuss and adopt the attached resolution establishing the final budget for FY 2018-2019 and authorize the Chair to sign the Resolution.

SUMMARY EXPLANATION and BACKGROUND:

Budget Office personnel will read into record the County's FY 2018-2019 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:	\$588,475,619
Capital Improvements Program:	\$254,915,574
Reserves, Transfers and Debt Service:	\$459,586,167

Total:

\$1,302,977,360

CLERK TO THE BOARD INSTRUCTIONS:

Maintain necessary documents for records retention.

ATTACHMENTS:

Description

- **FY 2018-2019 Budget Adoption Resolution**



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

September 26, 2018

M E M O R A N D U M

TO: Jill Hayes, Budget Office Director

RE: Item D.4., Discussion and Adoption of the County's Final Budget Resolution for FY 2018-2019

The Board of County Commissioners, in special session on September 25, 2018, adopted Resolution No. 18-134, establishing the final budget for FY 2018-2019. 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

Tammy Rowe, Deputy Clerk

/kp

Encl. (1)

cc: Finance

RESOLUTION NO. 18- 134

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 2018-2019 AND PROVIDING FOR AN EFFECTIVE DATE.

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, 2018 and ending September 30, 2019 in the amount of \$1,302,977,360.
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 25th DAY OF SEPTEMBER, A.D., 2018.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA



Scott Ellis, Clerk



By: _____
Rita Pritchett, Chair

As approved by the Board on September 25, 2018.

TASK ORDER NO. 19
Bussen-Mayer Engineering Group, Inc.
North Courtenay Parkway Force Main and Reuse Extension, Phase 2, Final Design
BMEG Project # 381107B

Brevard County Project No. MI-32

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, Bussen-Mayer Engineering Group, Inc., 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 extend the North Courtenay Parkway Force Main and Reuse lines northerly from their existing northern terminus north of Church Road to a point north of the intersection of North Courtenay Parkway and North Tropical Trail, consistent with Phase 2 of the Preliminary Engineering Study previously completed for this corridor. The scope of this Task Order will include design of force main and reclaimed water main improvements from Church R. north to the intersection of North Tropical Trail (about 6,200 LF). The intent of this task order is for the Consultant to update of the survey of the corridor from centerline of the right-of-way to the west right-of-way line, recommend to the County certain improvements to be made to the facilities, 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 implementing 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

For Consultant:

Joseph Mayer, P.E./President
321-453-0010
joe@bmeq.net

Section C. SCOPE OF WORK

The Consultant will provide engineering services as follow:

Task 1 -- Preliminary Engineering

- a) Collect and review available data from the County.
- b) Perform an updated corridor survey of the force main and reclaimed route within North Courtenay Parkway right-of-way.
- c) Perform update of previous design report based on current flow projections.
- d) Determine whether to anticipate environmental impacts.
- e) Determine whether acquisition of additional easements will be necessary and the size and location of those easements.
- f) Prepare a conceptual layout and force main and Reuse routing plan for County review.
- g) Develop a Preliminary Engineer's Estimate or Probable Construction Costs.
- h) Attend a preliminary design review meeting after Tasks 1a) through 1g) are completed.

Task 2 - Final Engineering

- a) Use the results of the Preliminary Engineering Phase (Task 1 above) as the basis for final design.
- b) Prepare final design and construction drawings and specifications consistent with County standard criteria.
- c) Prepare 60% design documents including site plan and opinion of probable cost.
- d) Attend 60% design review meeting with the County.
- e) Prepare 90% design documents, including technical specifications, incorporating comments from the 60% design review.
- f) Prepare 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.
- g) Submit final design drawings and specifications incorporating comments from the 90% design review and permitting agency comments.
- h) Submit a signed and sealed Engineer's Estimate of Probable Construction Costs.

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 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"
- c) Review and approve shop drawings.
- d) Answer Contractor questions and requests for information (RFI)
- e) Provide field inspections at critical points in the construction. Two field inspections, one start-up, and one final inspection are anticipated.
- f) Provide field directives to Contractor.

- g) Review and approve Contractor pay requests.
- h) Review and approve Contractor change order requests.
- i) Determine substantial completion.
- j) Approve and submit final record drawings and operation and maintenance manuals (as prepared by Contractor).
- k) Coordinate execution of final paperwork to close out the project.
- l) 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.

Function	Name	Email	Phone
Safety	Mike Malavolta	Mike.Malavolta@brevardcounty.us	321-633-2093
Engineering Manger	Mark Reagan, P.E.	mark.reagan@brevardcounty.us	321-633-2089
Operations Mgr.	Brian Sorensen	brian.sorensen@brevardcounty.us	321-633-2093
Area Operations	Lou Braafladt	Louis.Braafladt@brevardcounty.us	321-455-1338
Engineering	Don Kean, P.E.	don.kean@brevardcounty.us	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) Coordination with other County offices and federal and state regulatory agencies.

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.
- c) Payment of permitting agency application fees or Inspection fees.

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) Updated right-of-way/Topographic survey with geographic positions or State Plane Coordinates and a permanent benchmark on NAVD88 datum.
- b) Updated Preliminary Design Report
- c) Preliminary routing plan
- d) Preliminary Cost Estimate

Task 2 - Final Engineering

- a) Sixty percent design drawings
- b) Geotechnical survey report
- c) Permit applications as applicable (County R/W, FDEP, FDOT) provided in PDF and hard copies as required.
- d) Ninety percent design drawings and technical specifications.
- e) Specification Divisions 0 and 1 in MS Word format.
- f) Final design drawings in PDF and AutoCAD format with x-refs and plot styles.
- g) Technical specifications in PDF format.
- h) Engineer's opinion of probable cost at 60% and a signed/sealed copy at final design.

Task 3 - Bidding Assistance

- a) Answers to bidder questions as applicable.
- b) Written recommendation for award of the construction contract.

Task 4 - Construction Support Services

- a) Approved shop drawings (PDF and hard copy)
- b) Responses to RFI's as applicable. Assume five RFI's
- c) Record drawings certified by contractor's professional land surveyor and approved by the professional engineer in PDF and AutoCAD format with X-refs and plot styles with ties to State Plane Coordinates and a permanent benchmark on NAVD88 datum.
- d) Certificates of Completion (PDF and hard copy)

Section H. SCHEDULE

Milestone	Calendar Days to Complete	Sum of Days from NTP
Preliminary design (Preliminary site plan, survey, and report)	90	90
County review of preliminary design	14	104
60% design (including draft permit applications)	120	224
County Review of 60% design	14	238
90% design (including final permit applications)	60	298
County review of 90% design and permit packages	30	328
Final design (100% plans and specifications including Division 0 and 1)	60	388
County review of final documents	7	395
Engineering Completed	30	425

Section I. BASIS OF COMPENSATION

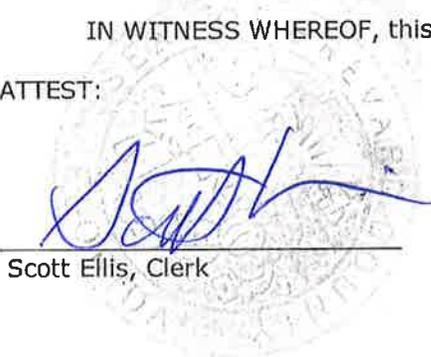
The fee for the scope of work described in Section C, above, shall not exceed a total of \$ 96,000.00 and shall not exceed the amounts shown in the table below for each specific task. The County shall periodically compensate the Consultant a portion of the task fee based on mutually agreed upon percentages of completion of each task.

Task	Description	Fee
1	Preliminary Engineering/Surveying	\$24,000.00
2	Final Design/Permitting	\$96,000.00
3	Bidding Assistance	\$5,400.00
	Construction Services	\$23,800.00
--	Total	\$149,000.00

Section J. ACCEPTANCE

IN WITNESS WHEREOF, this 25 day of January, 2019.

ATTEST:



[Signature]
Scott Ellis, Clerk

For: BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: [Signature]
Kristine Isnardi, Chair
As approved by the Board on 9/25/18

WITNESS:

[Signature]
Danielle Boyer

For: Bussen-Mayer Engineering Group, Inc.

By: [Signature]
Joseph W. Mayer, P.E., President



BOARD OF COUNTY COMMISSIONERS

Utility Services Department
2725 Judge Fran Jamieson Way
Building A, Room 213
Viera, Florida 32940

Inter-Office Memo

Date: December 19, 2018

To: Kristine Isnardi, Chair
Board of County Commissioners

Through: John Denninghoff, Assistant County Manager

Through: Frank Abbate, County Manager

From: Jim Helmer, Utilities Director

Subject: North Courtenay Force Main and Reuse Extension Phase 2

RECEIVED

DEC 20 2018

County Manager's
Office

The intent of this task order is for the consultant to design the force main and reclaimed water main improvements from Church Road north to the intersection of North Tropical Trail. The consultant will also update the survey of the corridor from the centerline of right of way to the west right of way line and recommend to the county certain improvements to be made to the facilities, coordinate the design of these 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. This task order is included in the capital improvements program for budget year 2018-19.

The Board of County Commissioners in special session on September 25, 2018 adopted Resolution 18-134 establishing the final budget for FY2018-19.

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2018 by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "County"), and Ring Power Corporation, a business having its primary business location at 415 Community College Parkway, SE, Palm Bay, FL 32909, (hereinafter the "Contractor").

WITNESSETH:

WHEREAS, the County is desirous of purchasing one (1) ea. landfill compactor, Caterpillar Model #836K in the amount of \$918,736 for use at the Solid Waste Management Department's Central Disposal Facility, 2250 Adamson Rd., Cocoa, FL 32926, and

WHEREAS, the Contractor is offering a trade in allowance for an Al-Jon Advantage 600, Serial #15145, Engine #WRH6934, County PR #408-0046 in the amount of \$75,000.

WHEREAS, the Contractor will provide an premier warranty for 4 years/9,000 hours in the amount of \$65,878; the total maintenance and repair, including scheduled and unscheduled maintenance, on the new machine in the amount of \$116,048 and its fire suppression system in the amount of \$3,200, which warrants that the machine will be free from mechanical breakdown due to manufacturer's defects in material and workmanship under normal use and service from date of acceptance by the County until the machine has been operated for four (4) years/nine thousand (9,000) service meter hours, whichever occurs first from the date of acceptance of the machine.

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

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

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

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

4. **PAYMENTS:** County shall pay the Contractor for the machine and services provided under this Agreement as provided in Exhibit A to this agreement and made a part of this agreement by this reference. The County reserves the right to deduct from any contractor invoice an amount for defective or nonconforming work or for work not provided but invoiced. The County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.

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

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

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

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

8. **BONDS:** Contractor shall provide the County within five (5) days to the date of this agreement, at Contractor's expense, a performance bond in the amount equal to one hundred percent (100%) of the guaranteed total maintenance cost and scheduled preventative maintenance cost for the compactor and its fire suppression system and the premier warranty as outlined in the Price Sheet in the amount of \$185,126, in a form deemed satisfactory by the County. The Performance Bond shall be delivered to the Solid Waste Management Department, 2250 Adamson Road, Cocoa, FL 32926.

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

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

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

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

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

14. **TERMINATION:** If either party fails or refuses to perform any of the provisions of this contract or otherwise fails to timely satisfy the contract provisions, either may notify the other party in writing of the nonperformance and terminate the contract or such part of the contract as to which there has been delay or a failure to properly perform. Such termination is effective upon the other party's receipt of the Notice of Termination. Any work completed or services provided prior to the date of termination shall, at the option of the County, become the property of the County. The County is only responsible for payment for work completed prior to the effective date of termination.

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

16. **RIGHT TO AUDIT RECORDS:** The County and its auditors shall be entitled to audit the books and records of the Contractor to the extent that such books and records relate to the performance of this Agreement. Said records shall be made available, upon request, for audit purposes to Brevard County and its auditors. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing.

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

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

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

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

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

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

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

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

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

24. **NOTICE:** Notice under this agreement shall be given by certified mail or hand delivery as follows: Solid Waste Management Department, 2725 Judge Fran Jamieson Way, Bldg. A, Ste. #118, Viera, FL 32940 and Notice shall be given to the Contractor by certified mail or hand delivery as follows: Ring Power Corporation, 415 Community College Parkway SE, Palm Bay, FL 32909.

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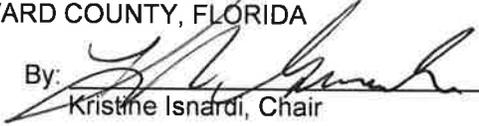
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its duly authorized representatives as of the date on which the last of the parties hereto executes this Agreement.

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

By: 

Kristine Isnardi, Chair

Date: 12/27/2018

As approved by Board on: 9/25/2018

Reviewed for legal form and content:



Christine Valliere, Assistant County Attorney

CONTRACTOR

By: 
Signature

Date: 12/05/2018

Alan Thomas VP/Governmental Sales Director
Name & Title, Typed or Printed

Ring Power Corporation
Name of Company, Corp., etc.

415 Community College Pkwy SE
Mailing Address

Palm Bay, FL 32909
City, State, Zip

(813) 671-3700
Area Code/Telephone Number

SEAL

ATTEST: 
Signature

Debra Dacken Executive Secretary/Governmental Sales
Name & Title, Typed

**INFORMAL QUOTE #1819-01
FOR BREVARD COUNTY LANDFILL COMPACTOR
SPECIAL CONDITIONS**

1. DELIVERY

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

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

2. ADDITIONAL PURCHASES

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

3. PERFORMANCE BOND

The successful vendor shall furnish and record in the official records of the County where the machine is located a Performance Bond in an amount equal to one hundred percent (100%) of the guaranteed total maintenance cost and scheduled PM costs for the compactor and the fire suppression system as outlined in the Price Sheet. Performance Bond shall be written by sureties who are licensed to do business in the State of Florida, which are currently on the approved U.S. Treasury List of Sureties, which maintain an "A" rating with Best Insurance Guide, and are otherwise acceptable to the County. The Performance Bond shall be delivered to the Solid Waste Management Department, 2250 Adamson Rd., Cocoa, FL 32926 **within five (5) days** of Notice of Award by the County.

4. CONTRACT

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

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

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

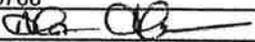
6. Indicate in the space provided on the specification sheet compliance or non-compliance with each item. Where the unit deviates from specifications, clearly indicate the nature of the deviation. The County reserves the right to waive minor deviations from the specifications, which in the County's sole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

7. OPTION ITEMS

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

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

- B. TMR services for the fire suppression system for four (4) years/nine thousand (9,000) service meter hours, whichever occurs first from date of acceptance of machine. Services shall cover two (2) discharges and a minimum of two (2) inspections a year during regular scheduled maintenance. A detailed breakdown of exactly what services and components are covered under the TMR services shall be listed on the Price Sheet.
- C. Trade in allowance for a 2015 Al-Jon Advantage 600, Serial #15145, Engine #WRH6934, (PR #408-0046). This compactor was purchased in April, 2015 and has been under complete TMR for 4 years/9,000 hours. The compactor has approximately 6,771 hours on it (as of September 12, 2018). To schedule a time to view this compactor contact Mr. Braulio Welch, Solid Waste Fleet Supervisor at 321-633-1894 (office) or 321-863-0573 (cell).
- D. Vendor shall submit a guaranteed buy back price to repurchase the compactor at the end of the four (4) years/nine thousand (9,000) service meter hours, whichever occurs first. Brevard County Solid Waste reserves the right to exercise this option or not.

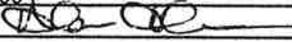
Company Name Ring Power Corporation
 Address 415 Community College Parkway SE, Palm Bay, FL 32909
 Telephone 813-671-3700 Fax 813-865-2554
 Authorized Signature 
 Printed Signature Alan Thomas, VP/Governmental Sales Manager

**INFORMAL QUOTE #1819-01
FOR BREVARD COUNTY LANDFILL COMPACTOR
SPECIAL PROVISIONS**

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

acceptable to the County without charge to the County during any delay period, and in such case shall not be charged. All delay charges shall be paid to the County in the form of a check made payable to Brevard County Solid Waste within forty-five (45) days of receipt of written notification by the County. Store credits in lieu of payment to the County will not be allowed.

11. All repair work must be conducted at the County work site unless otherwise agreed by the County.
12. The vendor shall be responsible for any transportation of machine, which may be required to accomplish warranty work and/or to furnish temporary replacement machine without charge to the County.
13. The vendor shall have a full service facility or personnel within ninety (90) miles of the Central Disposal Facility, 2250 Adamson Rd., Cocoa, FL 32926. A "full service facility" is defined as a facility that the vendor believes is adequately stocked and staffed to perform under the conditions of these specifications.
14. The vendor shall respond by initiating repairs on site within four (4) hours from verbal notification by the County on any warranty repairs.
15. Vendor shall be bound to the conditions of the quote and shall perform their obligations under the quote for a period of four (4) year/nine thousand (9,000) service meter hours, whichever occurs first from date of acceptance of the machine.
16. Training: The vendor shall provide mechanic or machine operator (County's choice) for three (3) County personnel at an authorized training facility, including transportation, food and lodging. The training shall consist of regularly scheduled maintenance of machine and troubleshooting or machine operation. The manufacturer will supply text and updates, which the attendee can take home for future reference.
17. The trade-in machine will not be released by the County to the vendor until such time as all conditions of this solicitation have been met.

Company Name Ring Power Corporation
Address 415 Community College Parkway SE, Palm Bay, FL 32909
Telephone 813-671-3700 Fax 813-865-2554
Authorized Signature 
Printed Signature Alan Thomas, VP/Governmental Sales Manager

**MINIMUM MACHINE SPECIFICATIONS
 INFORMAL QUOTE #1819-01
 FOR BREVARD COUNTY LANDFILL COMPACTOR
COMPLIANCE**

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

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

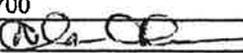
		<u>COMPLIANCE</u>		
		<u>YES</u>	<u>NO</u>	<u>EXCEPTIONS</u>
10.	<u>STEERING:</u>			
A.	Shall have center-point articulation with a minimum steering angle of + thirty-five (35) degrees.	✓	_____	_____
B.	Joy stick steering, adjustable	✓	_____	_____
11.	<u>CAB:</u>			
A.	Fully enclosed cab with ROPS structure.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

COMPLIANCE

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

14. **OTHER ITEMS:**

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

Company Name Ring Power Corporation
 Address 415 Community College Parkway SE, Palm Bay, FL 32909
 Telephone 813-671-3700 Fax 813-865-2554
 Authorized Signature 
 Printed Signature Alan Thomas, VP/Governmental Sales Manager

**BREVARD COUNTY LANDFILL COMPACTOR
 INFORMAL QUOTE #1819-01
 PRICE SHEET**

Item Description	Unit Price
<p>1. One (1) Landfill Compactor per the attached specifications with four (4) years/nine thousand (9,000) service meter hours extended warranty, whichever occurs first from date of acceptance of machine.</p> <p>Make: <u>CAT</u> Model: <u>836K</u> Delivery: <u>150</u> days, ARO</p>	<p>\$ <u>872,512.00</u></p>
<p>2. Guaranteed maximum total cost for all services and all repairs, scheduled and unscheduled, for four (4) years/nine thousand (9,000) service meter hours, whichever occurs first from date of acceptance of the compactor, per the attached quote specifications (excluding daily PM).</p> <p>List the name and address of the authorized service dealer that will be providing TMR services and warranty repairs: <u>Ring Power Corporation</u> <u>415 Community College Parkway SE</u> <u>Palm Bay, FL 32909</u></p>	<p>\$ <u>116,048.00</u></p>
<p align="right">TOTAL</p>	<p>\$ <u>981,186.00</u></p>
<p>Option Items:</p>	
<p>A. Automatic fire suppression system, installed List Manufacturer: <u>FQS/Bear</u></p>	<p>\$ <u>14,602.00</u></p>
<p>B. TMR services for the automatic fire suppression system for four (4) years/nine thousand (9,000) service meter hours, whichever occurs first. Services shall cover two (2) discharges and a minimum of two (2) inspections a year.</p> <p>List the services and all components that <u>will be</u> covered under the TMR services: <u>Inspection of the fire suppression system every 180 days</u> <u>for 4 years.</u></p> <p>List the services and all components that <u>will be not be</u> covered under the TMR services:</p>	<p>\$ <u>2,800.00</u></p>
<p>C. Trade in allowance for Al-Jon Advantage 600, Serial #15145, Engine #WRH6934 (PR #408-0046)</p>	<p>\$ <u>75,000.00</u></p>

D. Buy back guarantee on compactor at the end of four (4) years/nine thousand (9,000) service meter hours, whichever occurs first.

\$ 200,000.00

PROMPT PAYMENT DISCOUNT

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

* If Prompt Payment Discount is offered please state discount and terms: 0

ADDENDUM ACKNOWLEDGMENT:

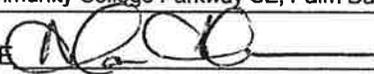
Add. No. _____ Dated _____ / Add. No. _____ Dated _____

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

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for Informal Quote #1819-01 for Brevard County Landfill Compactor.

VENDOR NAME Ring Power Corporation

ADDRESS 415 Community College Parkway SE, Palm Bay, FL 32909

AUTHORIZED SIGNATURE 

PRINTED SIGNATURE Alan Thomas DATE 11/13/18

TELEPHONE # 813-671-3700 FAX # 813-865-2554

EMAIL: alan.thomas@ringpower.com

Ring Power



Ring Power Corporation
500 World Commerce Parkway
St. Augustine, FL 32092

QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT

Quote Prepared For:
Brevard County

11/12/2018

(1) NEW CATERPILLAR 836K LANDFILL COMPACTOR

CONTRACT DETAILS

Florida Sheriff's Association
Bid # FSA18-VEH16.0
Specification # 65, 80,000 LB. Landfill Compactor and Options
Contract Dates: October 1, 2018 Through September 30, 2019

CONTRACT PRICING

Base	Caterpillar 826K as Specified in Contract	\$582,922
347-5200	Upgrade to Cat 836K, Base Machine Only	<u>\$136,850</u>
TOTAL OF CONTRACT PRICING		\$719,772 ✓

NON-SPECIFIED OPTIONS

368-9306	AXLES, NO-SPIN FRONT & REAR	\$4,955
547-6530	PRECLEANER, STANDARD	NC
373-9360	HYDRAULICS, STANDARD	NC
436-2290	HORN, ELECTRIC (STANDARD)	NC
345-0539	LIGHTS, STANDARD	NC
523-6591	CAB, DELUXE	\$4,150
	CAB GLASS, RUBBER MOUNTED	INCL
	CAB PRECLEANER, POWERED	INCL
	MIRROR, INTERNAL (PANORAMIC)	INCL
528-5692	PRODUCT LINK, CELLULAR PLE641	NC
346-3864	MIRRORS, STANDARD	NC
433-3844	FUEL LINES, NON-HEATED	NC
378-0419	WHEELS, COMBINATION TIPS	NC
347-5285	GUARD ACTUATION, STANDARD (2V)	NC
347-5115	NO SOUND SUPPRESSION	NC
347-5218	STAIRWAY, FIXED (LH & RH)	NC
508-0043	STRIKER BARS W/ CLEANER FINGERS	\$9,560
remove 376-7129	LIGHT, WARNING (LED STROBE)	\$715
452-1394	RADIO, AM/FM/AUX/USB/BT	\$740

376-1572	OIL CHANGE SYSTEM, HIGH SPEED	\$575
372-7504	SEAT, STANDARD	NC
381-4540	SEAT BELT, 3", 2-POINT MINDER	NC
519-9940	FUEL TANK, NON-FAST FILL	NC
	SUB TOTAL	\$20,695
	LESS 31% SHERIFF'S CONTRACT DISCOUNT	<u>(\$6,415)</u>
	TOTAL OF NON-SPECIFIED OPTIONS	\$14,280

NON-CONTRACT OPTIONS

	CARON DSU TRASH BLADE	\$58,791
	CARON FREIGHT AND INSTALLATION	\$6,023
	4 YEAR / 9,000 HUR PREMIER WARRANTY	\$65,878
	RPC AUTOLUBE SYSTEM	\$8,119
	(2) 20 LB FIRE EXTINGUISHERS INSTALLED	\$880
	(2) O & O, PARTS, & SERVICE MANUALS	<u>\$2,273</u>
	TOTAL OF NON-CONTRACT OPTIONS	\$141,964

	SUB TOTAL	\$876,016
	LESS ONE TIME ADDITIONAL DISCOUNT	(\$3,504)
	LESS TRADE OF AL-JON ADVANTAGE 600 # 15145	<u>(\$75,000)</u>
	TOTAL TRANSACTION PRICE	\$797,512

TOTAL MAINTENANCE AND REPAIR CONTRACT

	4 YEAR / 9,000 HOUR TM&R CONTRACT WOULD HAVE A ONE TIME PRICE OF \$116,048.	=
--	---	---

GUARANTEED BUYBACK

	RING POWER CORPORATION WILL GUARANTEE TO RE-PURCHASE THIS MACHINE AT THE END OF 4 YEARS / 9,000 HOURS FOR \$200,000.
--	--

FIRE SUPPRESSION SYSTEM

	FQS / BEAR FIRE SUPPRESSION SYSTEM	\$14,602
	FQS / BEAR MAINTENANCE CONTRACT	<u>\$3,200</u>
	TOTAL OF FIRE SUPPRESSION SYSTEM	\$17,802

Best regards,

Josh Hetzel
Vice President / Regional Manager
Ring Power Corporation



BOARD OF COUNTY COMMISSIONERS

Solid Waste Management Department
2725 Judge Fran Jamieson Way
Building A, Room 118
Viera, FL 32940

Inter-Office Memo

January 2, 2019

TO: Scott Ellis, Clerk

THRU: Euripides Rodriguez, Director
Solid Waste Management Department

FROM: Joseph Hacker, Special Projects Coordinator II 

RE: Ring Power Corp.

Agreement for Solid Waste to purchase a Compactor from Ring Power Corp. Previously approved for FY 2019 Budget by Board of County Commissioners on 09/25/2018 IAW: BCC – 25 para 5

Capital Outlay and Capital Improvements: The Budget Office will submit a detailed list of proposed capital outlay items and equipment to be included in the annual capital budget. This list will be reviewed and approved by the Board of County Commissioners during the public hearings on the annual Budget. Board approval of the Annual Budget and Capital Improvement Plan shall also serve as approval for County agencies to advertise formal solicitation of bids and proposals; and to award to the qualified bidder having the lowest, responsible and best bid for tangible items, capital improvement projects and/or equipment when funding is available and within the scope, goals and mission of the Board approved Annual Budget and Capital Improvements Plan. Because a qualified bidder with the lowest, responsible and best bid is generally entitled to an award of bid and an award of bid has been construed to constitute an enforceable agreement, this policy also constitutes authority for the Chair to sign the agreement(s) incorporated into the Request for Bid documents or Request for Proposal, provided that agreement has been reviewed and approved by the County Manager or his designee, and approved as to form and legal content by the County Attorney's Office.

If you have any questions regarding this task please contact Euripides Rodriguez at 633-2042.

/jjh

Attachment: Agreement (3 Copies)



BOARD OF COUNTY COMMISSIONERS

Solid Waste Management Department
2725 Judge Fran Jamieson Way
Building A, Room 118
Viera, FL 32940

Inter-Office Memo

December 18, 2018

TO: Kristine Isnardi, Chair *[Signature]*

THRU: Euripides Rodriguez, Director
Solid Waste Management Department

THRU: John P. Denninghoff, Assistant County Manager *[Signature]*

THRU: Frank Abbate, County Manager *[Signature]*

FROM: Joseph Hacker, Special Projects Coordinator II *[Signature]*

RE: Ring Power Corp.

RECEIVED
DEC 19 2018
County Manager's
Office

Agreement for Solid Waste to purchase a Compactor from Ring Power Corp. Previously approved for FY 2019 Budget by Board of County Commissioners on 09/25/2018 IAW: BCC – 25 para 5

Capital Outlay and Capital Improvements: The Budget Office will submit a detailed list of proposed capital outlay items and equipment to be included in the annual capital budget. This list will be reviewed and approved by the Board of County Commissioners during the public hearings on the annual Budget. Board approval of the Annual Budget and Capital Improvement Plan shall also serve as approval for County agencies to advertise formal solicitation of bids and proposals; and to award to the qualified bidder having the lowest, responsible and best bid for tangible items, capital improvement projects and/or equipment when funding is available and within the scope, goals and mission of the Board approved Annual Budget and Capital Improvements Plan. Because a qualified bidder with the lowest, responsible and best bid is generally entitled to an award of bid and an award of bid has been construed to constitute an enforceable agreement, this policy also constitutes authority for the Chair to sign the agreement(s) incorporated into the Request for Bid documents or Request for Proposal, provided that agreement has been reviewed and approved by the County Manager or his designee, and approved as to form and legal content by the County Attorney's Office.

If you have any questions regarding this task please contact Euripides Rodriguez at 633-2042.

/jjh

Attachment: Agreement (3 Copies)
SW Capital Outlay Summary (1 Copy)

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Ring Power	
2. Fund/Account #: 4011/352130/5640000	3. Department Name: Solid Waste Management
4. Contract Description: Landfill Compactor	
5. Contract Monitor: Richard Dees	7. Contract Type:
6. Dept/Office Director: Euripides Rodriguez	OPERATION EXPENSE

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>		10/01/2018
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Matt Lairsey <small>Digitally signed by Matt Lairsey, DN: cn=Matt Lairsey, o=Brevard County, ou=County Administration, email=mlairsey@brevard.net</small>	10/02/2018
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Valliere, Christine <small>Digitally signed by Valliere, Christine, DN: cn=Christine Valliere, o=Brevard County, ou=County Administration, email=christine.valliere@brevard.net</small>	10/03/2018

SECTION III - REVIEW AND APPROVAL TO EXECUTE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>		12/09/2018
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Matt Lairsey <small>Digitally signed by Matt Lairsey, DN: cn=Matt Lairsey, o=Brevard County, ou=County Administration, email=mlairsey@brevard.net</small>	12/11/2018
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Valliere, Christine <small>Digitally signed by Valliere, Christine, DN: cn=Christine Valliere, o=Brevard County, ou=County Administration, email=christine.valliere@brevard.net</small>	12/19/2018

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input checked="" type="checkbox"/>
Department	<input checked="" type="checkbox"/>
Program	<input checked="" type="checkbox"/>
Contact Name	<input checked="" type="checkbox"/>
Cost Center, Fund, and G/L Account	<input checked="" type="checkbox"/>
Vendor Information (SAP Vendor #)	<input checked="" type="checkbox"/>
Contract Status	<input checked="" type="checkbox"/>
Contract Title	<input checked="" type="checkbox"/>
Contract Type	<input checked="" type="checkbox"/>
Contract Amount	<input checked="" 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/ 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"/>

**SOLID WASTE MANAGEMENT DEPARTMENT
CAPITAL OUTLAY SUMMARY¹**

DESCRIPTION	QUANTITY	UNIT COST	FUNDING SOURCE	TOTAL COST
DISPOSAL				
GEM 5000 (LANDTEC LFG Monitoring Equipment)	1	\$12,000	Assessments	\$12,000
TVA2020 Surface Emissions Monitoring Equipment	1	\$13,000	Assessments	\$13,000
Gator ATV 4x4	1	\$11,750	Assessments	\$11,750
Desk Top Computer	1	\$1,000	Assessments	\$1,000
Desk Top Computer	1	\$1,000	Assessments	\$1,000
Desk Top Computer	1	\$1,000	Assessments	\$1,000
Desk Top Computer	1	\$1,000	Assessments	\$1,000
Desk Top Computer	1	\$1,000	Assessments	\$1,000
Desk Top Computer	1	\$1,000	Assessments	\$1,000
Desk Top Computer	1	\$1,000	Assessments	\$1,000
Desk Top Computer	1	\$1,000	Assessments	\$1,000
Laptop - Trafton	1	\$2,500	Assessments	\$2,500
Laptop - Recycling	1	\$2,200	Assessments	\$2,200
Printer	1	\$2,950	Assessments	\$2,950
Server	1	\$8,000	Assessments	\$8,000
CAES System	1	\$44,610	Assessments	\$44,610
Bull Litter Fence w/canopy - 24ftx15ft	7	\$5,446	Assessments	\$38,125
Portable Pressure washer	1	\$1,299	Assessments	\$1,299

1) Equipment with a value in excess of \$1,000 (computers \$750). Approved items may be purchased using existing Public Sector Purchasing Cooperative contracts awarded through full and open competition when in the best interest of the County.

**SOLID WASTE MANAGEMENT DEPARTMENT
CAPITAL OUTLAY SUMMARY¹**

DESCRIPTION	QUANTITY	UNIT COST	FUNDING SOURCE	TOTAL COST
Commercial ARE Truck Cap with Cargo Ladder Rack	1	\$3,200	Assessments	\$3,200
Hypertherm Powermax 45XP Plasma Cutter	1	\$1,450	Assessments	\$1,450
Tire Changing Machine	1	\$12,824	Assessments	\$12,824
Tire Balancer	1	\$15,558	Assessments	\$15,558
Tire Pressure Monitoring Tool	1	\$1,150	Assessments	\$1,150
Truck, Chevrolet	1	\$40,536	Assessments	\$40,536
Truck, Chevrolet	1	\$37,219	Assessments	\$37,219
Van, Ford	1	\$37,219	Assessments	\$37,219
Truck, Service, Ford F550 w/vent body	1	\$126,620	Assessments	\$126,620
Trailer, 6 X 16 Proline	1	\$9,412	Assessments	\$9,412
Dozer, D7E, Caterpillar	1	\$850,220	Assessments	\$850,220
Compactor, Al-Ion Advantage	1	\$1,129,000	Assessments	\$1,129,000
Water Wagon, JD 250D 5000 Gal	1	\$491,430	Assessments	\$491,430
Mack CXU613 Over the Road Tractor	1	\$158,300	Assessments	\$158,300
Caterpillar 745 Articulated Dump Trk	1	\$560,754	Assessments	\$560,754
				\$3,618,326

1) Equipment with a value in excess of \$1,000 (computers \$750). Approved items may be purchased using existing Public Sector Purchasing Cooperative contracts awarded through full and open competition when in the best interest of the County.