



**AGENDA REPORT  
September 11, 2018**

**Adoption of Budgets for FY 2018-2019 for Certain Districts and Programs**

---

---

**SUBJECT:**

Adoption of Budgets for FY 2018-2019 for Certain Districts and Programs

**DEPT/OFFICE:**

Budget

**REQUESTED ACTION:**

It is recommended that the Board of County Commissioners adopt the budgets for the districts and programs listed below.

**SUMMARY EXPLANATION and BACKGROUND:**

The following budgets must be adopted on or before September 15, 2018. If there are no objections or requests for individual discussion, these items may be approved with one motion.

<u>Description</u>	<u>FY 2018-2019 Budget</u>
<ul style="list-style-type: none"><li>• Solid Waste Management Department Brevard County Code of Ordinances specify that on or before September 15 of each year, an annual budget shall be adopted for the Solid Waste Management</li></ul>	\$105,983,178
<ul style="list-style-type: none"><li>• Stormwater Utility Brevard County Code of Ordinances specify that on or before September 15 of each year, an annual budget shall be adopted for the Stormwater Utility Operations and CIP</li></ul>	\$43,700,007
<ul style="list-style-type: none"><li>• Fire Rescue Operations Assessment Brevard County Code of Ordinances specify that on or before September 15 of each year, an annual budget shall be adopted for Fire Rescue Operations</li></ul>	\$24,602,078
<ul style="list-style-type: none"><li>• Melbourne-Tillman Water Control District A resolution adopting the budget tentatively approved at the August 21, 2018, public hearing is attached</li></ul>	\$4,525,226

**CLERK TO THE BOARD INSTRUCTIONS:**

Maintain for records retention

**ATTACHMENTS:**

**Description**

- ▣ **Stormwater Utility Budget**
- ▣ **Solid Waste Management Budget**
- ▣ **Fire Service Non-Ad Valorem Assessment Budget**
- ▣ **Melbourne Tillman Water Control District Budget 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 12, 2018

**MEMORANDUM**

**TO:** Jill Hayes, Budget Director

**RE:** Item D.10., Resolution Adopting Budgets for FY 2018-2019 for Certain Districts and Programs

The Board of County Commissioners, in special session on September 11, 2018, adopted Resolution No. 18-122, adopting the budgets of Solid Waste Management Department, Stormwater Utility, Fire Rescue Operations Assessment, and Melbourne-Tillman Water Control District. Enclosed is a certified copy of the Resolution for your action.

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*Tammy Rowe*

Tammy Rowe, Deputy Clerk

Encl. (1)

cc: County Manager  
Tax Collector  
Finance

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

# INITIAL CONTRACT REVIEW AND APPROVAL FORM

## SECTION I - GENERAL INFORMATION

<b>1. Contractor:</b> Canaveral Construction Co., Inc.	
<b>2. Fund/Account #:</b> 4011/4013 5322130/352150	<b>3. Department Name:</b> Solid Waste Management
<b>4. Contract Description:</b> Construction Management - CDF Storage Building Renovation	
<b>5. Contract Monitor:</b> Joseph Hacker	<b>7. Contract Type:</b>
<b>6. Dept/Office Director:</b> Euripides Rodriguez	TERM CONTRACT

## SECTION II - REVIEW AND APPROVAL TO ADVERTISE

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

## SECTION III - REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>		06/02/2019
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Matt Lairsey	06/03/2019
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Valliere, Christine	06/04/2019

## SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

<u>CM DATABASE REQUIRED FIELDS</u>	<u>Complete</u> ✓
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 type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input checked="" type="checkbox"/>
Contract Type	<input checked="" type="checkbox"/>
Contract Amount	<input checked="" type="checkbox"/>
Storage Location (SAP)	<input checked="" type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Data (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input checked="" type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>

SOLID WASTE MANAGEMENT DEPARTMENT  
CAPITAL IMPROVEMENTS PROGRAM

SOLID WASTE: CAPITAL IMPROVEMENTS PROGRAM

DESCRIPTION	FUNDING SOURCE	TOTAL COST	FUND	FUND CENTER/FUNDED PROGRAM
DISPOSAL:				
Central Disposal Facility Phase 6 Closure	Escrow	\$8,550,000	4014	352170/5630000
U.S. 192 Site	Assessments/Impact Fees	\$10,500,000	4011	352130/5650000/6567501
Titusville Transfer Station	Assessments	\$1,350,000	4011	352130/5650000/6525101
Mockingbird Way Mulching Facility Expansion	Assessments/Impact Fees	\$125,000	4011	352130/5650000/6938104
Multi-Use Education Pavilion/Stormwater System	Impact Fees	\$120,000	4013	352150/5650000/6519402
Vehicle Maintenance Building Repurpose	Assessments	\$150,000	4011	352130/5650000/6540201
Vehicle Maintenance Building Repurpose	Impact Fees	\$75,000	4013	352150/5650000/6540201
<b>TOTAL FUNDED FOR PROGRAM:</b>		<b>\$20,870,000</b>		



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 12, 2018

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

**TO:** Jill Hayes, Budget Director

**RE:** Item D.10., Resolution Adopting Budgets for FY 2018-2019 for Certain Districts and Programs

The Board of County Commissioners, in special session on September 11, 2018, adopted Resolution No. 18-122, adopting the budgets of Solid Waste Management Department, Stormwater Utility, Fire Rescue Operations Assessment, and Melbourne-Tillman Water Control District. Enclosed is a certified copy of the Resolution for your action.

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*Tammy Rowe*

Tammy Rowe, Deputy Clerk

Encl. (1)

cc: County Manager  
Tax Collector  
Finance



BOARD OF COUNTY COMMISSIONERS

**Solid Waste Management Department**

2725 Judge Fran Jamieson Way

Building A, Room 118

Viera, FL 32940

**Inter-Office Memo**

January 24, 2019

**TO:** Scott Ellis, Clerk

**THRU:** Euripides Rodriguez, Director  
Solid Waste Management Department

**FROM:** Joseph Hacker, Special Projects Coordinator II 

**RE:** Thalle Construction Company

---

Agreement for Bid B2-19-01 Phase VI Closure at Central Disposal Facility See attached documentation for further information. Please sign 3 copies and return 2 to Solid Waste Brevard County.

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

/jjh

Attachment: Agreement (3 Copies)

Please contact Mandy Guppenberger @ 633-2042 when ready for pickup.



BOARD OF COUNTY COMMISSIONERS

RECEIVED

JAN - 9 2019

County Manager's Office

Solid Waste Management Department

2725 Judge Fran Jamieson Way  
Building A, Room 118  
Viera, Florida 32940

# Inter-Office Memorandum

DATE: January 8, 2019

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

CC: John Denninghoff, Assistant County Manager *[Signature]*

THRU: Euripides Rodriguez, Director, Solid Waste Management Department *[Signature]*

FROM: Thomas Mulligan, Assistant Director, Solid Waste Management Department *[Signature]*

SUBJECT: Agreement for Chair's Signature: Bid B2-19-01, Phase VI Closure at Central Disposal Facility

Please find attached for your review and approval prior to signature by the Chair the Agreement with Thalle Construction Company, Inc. for the Phase VI closure of the slurry wall landfill located at the Central Disposal Facility in Cocoa, FL. Also attached is the "Tammygram" with the Agenda Report detailing the September 11, 2018 Board approval of the 2019 budget. We understand that the Solid Waste Management Department is currently seeking to increase the budget for this project due to a discrepancy in the cost of in-place clean fill. However, we would like to make sure that the Agreement is signed and ready to be issued. Neither a Purchase Order nor Notice to Proceed will be issued until final approval and budget adjustment.

The timeline of this project is as follows:

- October 4, 2018 Bid advertised
- November 8, 2018 Bid opening
- December 11, 2018 Selection committee approval of Thalle Construction Company, Inc.
- December 12, 2018 Agreement reviewed and signed by BC Attorney's Office

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**



# INITIAL CONTRACT REVIEW AND APPROVAL FORM

## SECTION I - GENERAL INFORMATION

<b>1. Contractor:</b> TBD	
<b>2. Fund/Account #:</b> 4014/352170/563000	<b>3. Department Name:</b> Solid Waste Managemt
<b>4. Contract Description:</b> CDF Slurry Wall Landfill Phase VI Side Slope Closure	
<b>5. Contract Monitor:</b> Joe Hacker	<b>7. Contract Type:</b>  CONSTRUCTION
<b>6. Dept/Office Director:</b> Euripides Rodriguez	

## SECTION II – REVIEW AND APPROVAL TO ADVERTISE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Deborah Lugar <small>Digitally signed by Deborah Lugar DN: cn=Deborah Lugar, o=Brevard County, ou=Risk Management, email=Deborah.Lugar@brevard.net, c=US Date: 2018.08.15 13:53:30 -0400</small>	08/15/2018
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=Risk Management, email=Matt.Lairsey@brevard.net, c=US Date: 2018.08.15 13:53:30 -0400</small>	08/15/2018
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Valliere, Christine <small>Digitally signed by Valliere, Christine Date: 2018.09.07 15:00:37 -0400</small>	09/07/2018

## SECTION III – REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Thomas Mulligan <small>Digitally signed by Thomas Mulligan DN: cn=Thomas Mulligan, o=Brevard County, ou=Contracts Management, email=Thomas.Mulligan@brevard.net, c=US Date: 2019.08.01 13:24:02 -0400</small>	01/08/2019
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=Risk Management, email=Matt.Lairsey@brevard.net, c=US Date: 2019.08.01 13:24:02 -0400</small>	01/09/2019
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Valliere, Christine <small>Digitally signed by Valliere, Christine Date: 2019.09.09 11:24:57 -0400</small>	01/09/2019

## SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

<u>CM DATABASE REQUIRED FIELDS</u>	<u>Complete</u> ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Data (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ 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 IMPROVEMENTS PROGRAM**

**SOLID WASTE: CAPITAL IMPROVEMENTS PROGRAM**

DESCRIPTION	FUNDING SOURCE	TOTAL COST	FUND	FUND CENTER/FUNDED PROGRAM
<b>DISPOSAL:</b>				
Central Disposal Facility Phase 6 Closure	Escrow	\$8,550,000	4014	352170/5630000
U.S. 192 Site	Assessments/Impact Fees	\$10,500,000	4011	352130/5650000/6567501
Titusville Transfer Station	Assessments	\$1,350,000	4011	352130/5650000/6525101
Mockingbird Way Mulching Facility Expansion	Assessments/Impact Fees	\$125,000	4011	352130/5650000/6938104
Multi-Use Education Pavilion/Stormwater System	Impact Fees	\$120,000	4013	352150/5650000/6519402
Vehicle Maintenance Building Repurpose	Assessments	\$150,000	4011	352130/5650000/6540201
Vehicle Maintenance Building Repurpose	Impact Fees	\$75,000	4013	352150/5650000/6540201
<b>TOTAL FUNDED FOR PROGRAM:</b>		<b>\$20,870,000</b>		

**SOLID WASTE MANAGEMENT DEPARTMENT  
CAPITAL IMPROVEMENTS PROGRAM**

DESCRIPTION	FUNDING SOURCE	TOTAL COST
<b>DISPOSAL:</b>		
Central Disposal Facility Phase 6 Closure	Escrow	\$8,550,000
U.S. 192 Site	Assessments/Impact Fees	\$10,500,000
Titusville Transfer Station	Assessments	\$1,350,000
Mockingbird Way Mulching Facility Expansion	Assessments/Impact Fees	\$125,000
Multi-Use Education Pavilion/Stormwater System	Impact Fees	\$120,000
Vehicle Maintenance Building Repurpose	Assessments	\$150,000
Vehicle Maintenance Building Repurpose	Impact Fees	\$75,000
<b>TOTAL FUNDED FOR PROGRAM:</b>		<b>\$20,870,000</b>

**SOLID WASTE MANAGEMENT DEPARTMENT  
CAPITAL IMPROVEMENTS PROGRAM**

<b>Program Name</b>	<b>Description</b>	<b>Funding Source</b>	<b>Total Cost</b>
Disposal	Vehicle Maintenance Building Repurpose	Assessment, Impact Fees	\$330,000
Disposal	U.S. Highway 192 Site	Assessment, Impact Fees	\$5,500,000
Disposal	Titusville Transfer Station	Assessment, Impact Fees	\$3,750,000
Disposal	South Landfill Expansion Cell 2	Impact Fees	\$500,000
Disposal	Sarno Road Transfer Station Solar Panels	Assessments	\$610,000
Disposal	Multi-Use Education Facility	Assessment, Impact Fees	\$520,000
Disposal	Mockingbird Way Mulching Expansion	Assessment, Impact Fees	\$900,000
<b>Total Funded For Department</b>			<b>\$12,110,000</b>

**VEHICLE MAINTENANCE BUILDING REPURPOSE  
SOLID WASTE**

Disposal

Project Total: \$550,000

October 1, 2018 through September 30, 2020

Funded Program: 6540201

**Project Description, Milestones and Service Impact**

The old vehicle maintenance facility is vacant and was scheduled to be demolished. Solid Waste is going to re-purpose the old steel structure to meet code requirements for continued operational use as a storage facility. The requirements for this type of facility is lower and department would save money by re-purposing the building for storage.

Revenue or Expense Category	All Prior Fiscal Years		Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024 & Future	Total Revenue
Charges for Services Revenue	\$ -	\$ -	\$ 100,000	\$ 180,000	\$ -	\$ -	\$ -	\$ -	\$ 280,000
Permit/Fees Revenue	\$ -	\$ -	\$ 125,000	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 275,000
Unfunded	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grant Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Loans Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Revenue</b>	\$ -	\$ -	\$ 225,000	\$ 330,000	\$ -	\$ -	\$ -	\$ -	\$ 555,000
Land Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Planning/Design Expense	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000
Construction Expense	\$ -	\$ -	\$ 205,000	\$ 330,000	\$ -	\$ -	\$ -	\$ -	\$ 535,000
Other Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Expense</b>	\$ -	\$ -	\$ 225,000	\$ 330,000	\$ -	\$ -	\$ -	\$ -	\$ 555,000

RESOLUTION NO. 2018-122

A RESOLUTION TO ADOPT A FINAL OPERATING BUDGET FOR THE MELBOURNE-TILLMAN WATER CONTROL DISTRICT PURSUANT TO CHAPTERS 165 AND 200, FLORIDA STATUTES, AUTHORIZING THE BOARD OF COUNTY COMMISSIONERS TO ADOPT THE FINAL BUDGET FOR FISCAL YEAR 2018-2019 AND PROVIDING FOR AN EFFECTIVE DATE.

---

WHEREAS, Chapters 86, 165 and 200, Florida Statutes, as amended, require that the Board of County Commissioners of Brevard County, Florida, adopt a resolution establishing an operating budget for the Melbourne-Tillman Water Control District 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 Chapters 86, 165 and 200, Florida Statutes, as amended.

2. The Board of County Commissioners, Brevard County, Florida, as taxing authority for the Melbourne-Tillman Water Control District, does hereby adopt a final operating budget, as presented and amended at the public hearing held on August 21, 2018, for the fiscal year beginning October 1, 2018, and ending September 30, 2019, in the amount of \$4,525,226.

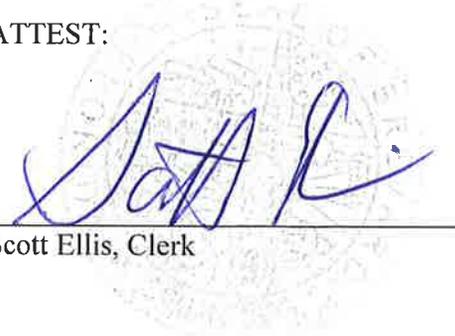
3. A certified copy of this Resolution shall be filed with the Property Appraiser and the Tax Collector of Brevard County, Florida, and the Department of Revenue of the State of Florida.

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

DONE, ORDERED AND ADOPTED, THIS 11th 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 11, 2018

## STORMWATER UTILITY BUDGET - FY 2018-2019

Chapter 110, Brevard County Code, provides that on or before the fifteenth day of September, the Board shall hold a public hearing to adopt the operations, maintenance, and capital improvements construction Stormwater Utility budget for the County's ensuing fiscal year.

It is recommended that the Board of County Commissioners adopt the Stormwater Utility FY 2018-2019 budget for operations, maintenance, and capital improvements construction.

### **FISCAL IMPACT:**

Stormwater Utility Annual FY 2018-2019 Budget:

Operations and Maintenance	\$ 34,918,737
Capital Improvements Program	\$ 8,781,270
Total	\$ 43,700,007

AGREEMENT  
BETWEEN OWNER AND CONSTRUCTION MANAGER

THIS AGREEMENT made the 9 day of July in the year Two Thousand Nineteen between the **BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940 (hereinafter referred to as "Owner"), and Canaveral Construction Co., Inc. whose address is 3475 N. US 1 Mims, FL 32754 (hereinafter referred to as "Construction Manager"), a company licensed to do business in the State of Florida.

ARTICLE 1

THE CONSTRUCTION TEAM AND EXTENT OF AGREEMENT

The Construction Manager accepts the relationship of trust and confidence established between him and the Owner by this Agreement. The Construction Manager covenants with the Owner to furnish the best skill and judgment and to cooperate with the Architect/Engineer in furthering the interests of the Owner. The Construction Manager agrees to furnish efficient business administration and superintendence and use its best efforts to complete the Project in the best and soundest way, and in the most expeditious and economical manner consistent with the interest of the Owner.

- 1.1 The Construction Team - The Construction Manager, the Owner and the Architect/Engineer, called the "Construction Team", shall work jointly during design and through final construction completion and shall be available thereafter should additional services be required. The Architect/Engineer will provide leadership during the Design Phase, with support from the Construction Manager, and the Construction Manager shall provide leadership to the Construction Team on all matters relating to construction.

The specific representatives of the Construction Team are shown in **Attachment "A"** attached.

- 1.2 Scope of Work - A general description of the Work/Project to be built/constructed/installed under this Agreement (**Attachment "B"**).

- 1.3 Definitions:

Project - The Project is the total work to be performed under this Agreement. The Project consists of planning, design review, permitting, construction (which includes all labor, equipment, material and supervision) and code inspection necessary to build/construct and complete the Scope of Work identified in Attachment "B" (Scope of Work).

Owner - Brevard County Board of County Commissioners, Brevard County Solid

Waste Management Solid Waste Management Department, 2725 Judge Fran Jamison Way. For the purposes of this agreement, the Owner may also include the County Manager or the Project Director with regard to the performance of designated functions and duties specified for each under the terms and provisions of this agreement.

Contract Documents - Consist of this Agreement with attachments, Scope of Work, the drawings, the specifications, the GMP, any Conditions of the Contract between the Owner and the Construction Manager (General, Special, Supplementary and other conditions), permit conditions, if any, grant specifications, any addenda to the foregoing listed documents and all change orders, amendments or modifications as provided in Article 10, whether or not any of the foregoing listed documents have been attached hereto.

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

Construction Manager –  
Canaveral Construction Co., Inc.  
3475 N. US1 P.O. Box 799  
Mims, FL 32754

Architect/Engineer  
**Neel-Schaffer, Inc.**  
2301 Lucien Way, Suite 300  
Maitland, FL 32751  
407.720.4276

Project Director - The person designated by the Owner to provide direct interface with the Construction Manager with respect to the Owner's responsibilities. Euripides Rodriguez is the designated Project Director, and David Trafton is the designated Construction Coordinator.

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

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

Guaranteed Maximum Price (GMP) - The Guaranteed Maximum Price for the construction of the project, which shall be subject to adjustments only as provided herein. GMP includes Cost of the Work and Construction Manager's fee for Construction Phase services. The Guaranteed Maximum Price does include the cost for Owner direct purchases, however, all Owner direct purchases will be deducted in one deductive change order in accordance with **Attachment "C"**

(Direct Purchasing Procedure) at the end of the project.

Substantial Completion - the point in the construction where all essential elements of the Project are sufficiently complete in conformance with the Contract, that the OWNER has both the occupancy of the Project, as evidenced by a Certificate of Occupancy issued by the governmental authority with jurisdiction and the beneficial use of the Project for its intended purpose where only minor punch list items are required for final completion. Substantial Completion shall not be deemed to have occurred where 1) latent defects are revealed subsequent to use and occupation of the project by the OWNER or 2) where the scope of substantial defects in workmanship or materials are not readily observable or discoverable when use and occupancy of the project commenced or 3) the failure to meet grant specifications, if any.

- 1.4 Extent of Agreement - This Agreement for Construction Management services for the construction of the Brevard County Solid Waste Management Central Disposal Facilities Storage Building Improvements between the Owner and the Construction Manager supersedes any prior negotiations, representations or agreements. The drawings, specifications and other descriptive documents defining the work to be included under this construction contract are identified in **Attachment "D"**. The Construction Manager shall obtain from the Owner three (3) sets of signed, sealed and dated drawings, specifications and other documents upon which the GMP is based; shall acknowledge on the face of each document of each set that it is the set upon which he based his GMP; and shall send one (1) set of the documents to the Project Director along with his GMP proposal, while keeping one (1) set for himself and returning one (1) set to the Architect/Engineer.

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

## ARTICLE 2

### CONSTRUCTION MANAGER'S RESPONSIBILITIES

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

#### 2.1 PRE-CONSTRUCTION PHASE

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

of the other.

- 2.1.2 Consultation - Construction Manager will provide Design Disciplines Construction Documents Plans and Specifications review at all design milestones and a final constructability review. The review at each milestone will identify areas of omission, overlapping and identify documents to be modified in order to clarify the construction details. The review will also include the coordination and interface of the contract document's General Conditions, Special Conditions, trade contractor bid packages and site utilization planning during construction. Reviews shall be completed and comments provided within five (5) business days. As part of the design review, Construction Manager will provide Value Engineering and construction alternatives, identifying to the Owner and Architect options for systems and components that are cost effective, ease of maintainability and efficiency to be considered.

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

- 2.1.3 Preliminary Project Schedule - Construction Manager has prepared a Preliminary Project Schedule, a copy of which is attached as **Attachment "E"**. Construction Manager shall coordinate and integrate the Preliminary Project Schedule with the services and activities of Owner, Architect and Construction Manager. The Construction Manager shall provide current scheduling information and provide direction and coordination regarding milestones, beginning and finishing dates, responsibilities for performance and the relationships of the Construction Manager's work to the work of his subcontractors and suppliers to enable them to perform their respective tasks so that the development of construction progresses in a smooth and efficient manner in conformance with the overall Total Project Schedule. The schedule shall include all phases of construction work, material supplies, long lead procurement, approval of shop drawings, change orders in progress, schedules for change orders, and performance of testing requirements. The Construction Manager shall advise the Owner, its representatives and the Architect/Engineer of their required participation in any meeting or inspection giving each at least one (1) week notice unless such notice is made impossible by conditions beyond the Construction Manager's control. The Construction Manager shall hold jobsite meetings at least once each week with the Construction Team and at least once each week with the subcontractors

and the Architect/Engineer field representatives, and Owner or more frequently as required by work progress, to review progress, discuss problems and their solutions and coordinate future work with all subcontractors.

- 2.1.4 Subcontractors and Suppliers - Construction Manager shall continue to develop subcontractor interest in the Project and shall furnish to Owner and Architect for their information a list of possible subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Project. Owner will promptly reply in writing to Construction Manager if Owner has an objection to any such subcontractor or supplier. The receipt of such list shall not require Owner to investigate the qualifications of proposed subcontractors or suppliers, nor shall it waive the rights of Owner to later object to or reject any proposed subcontractor or supplier.
- 2.1.5 Long Lead and Owner Direct Procurement - The Construction Manager shall review the design for the purpose of identifying long lead and Owner direct procurement items (machinery, equipment, materials and supplies). When each item is identified the Construction Manager shall notify the subcontractors, the Project Director, and the Owner of the required procurement and schedule. Such information shall be included in the bid documents and made a part of all affected subcontracts. As soon as the Architect/Engineer has completed drawings and technical specifications and the Construction Manager has obtained permitting approval, the Construction Manager shall prepare Invitation for Bids. The Construction Manager shall keep informed of the progress of the respective subcontractors and/or suppliers, manufacturing or fabricating such items and notify the Project Director, Owner and Architect/Engineer of any problems or prospective delay in delivery.
- 2.1.6 Extent of Responsibility - The recommendations and advice of Construction Manager concerning design alternatives shall be subject to the review and approval of Owner and Owner's professional consultants. It is not Construction Manager's responsibility to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if Construction Manager recognizes that portions of the Drawings and Specifications are at variance therewith, Construction Manager shall promptly notify Owner and Architect in writing.
- 2.1.7 Equal Employment Opportunity and Affirmative Action - Construction Manager shall comply with applicable laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs.
- 2.1.8 Separate Contracts Planning - The Construction Manager shall review the design with the Architect/Engineer and make recommendations to the Owner and to the Architect/Engineer with respect to dividing the work in such manner as will permit

the Construction Manager to take bids and award separate construction subcontracts on the current schedule while the design is being completed. The Construction Manager shall take into consideration such factors as natural and practical lines of severability, sequencing, effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and cost by overlapping design and construction that are authorized by the Owner.

## 2.2 CONSTRUCTION PHASE

### 2.2.1 Interfacing -

- (1) The Construction Manager shall take such measures as are appropriate to provide that all construction requirements will be covered in the separate subcontracts for procurement of long lead items, the separate construction subcontracts and the general conditions items performed without duplication or overlap, sequenced to maintain completion of all work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the work included in that particular separate subcontract, its schedule for start and completion and its relationship to other separate subcontractors.
- (b) Subcontractor Interfacing - The Construction Manager shall be the single point of interface with all Subcontractors for the Owner, and all of its agents and representatives, including the Architect/Engineer. The Construction Manager shall negotiate all change orders, field orders and request for proposals, with all affected Subcontractors and shall review the costs of those proposals and advise the Owner and Architect/Engineer of their validity and reasonableness, acting in the Owner's best interest prior to requesting approval of each change order from the Owner. Before any work is begun on any change order, an executed Authorization to Initiate Work form from the Owner must be issued. However, when health and safety are threatened, the Construction Manager shall act immediately to remove the threat to health and safety. The Construction Manager shall also carefully review all shop drawings and then forward the same to the Architect/Engineer for review and actions. The Architect/Engineer will transmit them back to the Construction Manager who will then issue the shop drawings to the affected Subcontractor for fabrication or revision. The Construction Manager shall maintain a suspense control system to promote expeditious handling. The Construction Manager shall request the Architect/Engineer to make interpretations of the drawings or specifications requested of the Construction Manager by the Subcontractors and shall maintain a suspense control system to promote timely response. The Construction Manager shall advise the Project Director and Architect/Engineer when timely response is not occurring on

any of the above.

### 2.2.2 Solicitation of Bids

- (1) Without assuming responsibilities of the Architect/Engineer, the Construction Manager shall prepare Invitations for Bids (or Request For Proposals, when applicable) for all procurements of long lead times, materials and services for Subcontractor contracts and for site utilities.
- (2) As part of such preparation, the Construction Manager shall review the specifications and drawings prepared by the Architect/Engineer. Ambiguities, conflicts or lack of clarity of language, use of illegally restrictive requirements, and any other defects in the specifications or in the drawings noted by the Construction Manager shall be brought to the attention of the Project Director and Architect/Engineer in written form.
- (3) For each separate subcontractor or construction trade contract used in this project, the Construction Manager shall, unless waived by the Owner, conduct a pre-bid conference with prospective bidders, the Architect/Engineer and Project Director. In the event questions are raised which require an interpretation of the bidding documents or otherwise indicate a need for clarification or correction of the invitation, the Construction Manager shall transmit these to the Architect/Engineer and upon receiving clarification or correction in writing shall prepare an addendum to the bidding document, and issue same to all of the prospective bidders.
- (4) In accordance with Article 2.4.2 the Construction Manager shall open and review all bids and enter into contract(s) with those low bidders determined to be most qualified by the Construction Manager. The Construction Manager shall make every effort to follow the County's Pre-Qualification Ordinance 98-37 (**Attachment "F"**) for applicable subcontract trades.

2.2.3 Bonds - For those projects where the cost will exceed \$100,000.00, in accordance with the provisions of Section 255.05, Florida Statutes, the Construction Manager shall provide to the Owner, on forms furnished by the Owner (**Attachment "G" and "H"**), certified copies of the recorded 100% Public Construction Performance Bond and 100% Public Construction Payment Bond each in an amount not less than the total construction cost (GMP) as defined in Article 9 and inclusive of the construction fee. *Payment and Performance Bonds shall be recorded (by the Construction Manager) in the official record of the County in which the project is located.* The Contractor must provide a copy of the bond(s) to all subcontractors and notify them of deadlines to make claims under the bonds.

2.2.4 Quality Control - The Construction Manager shall develop and maintain a program, acceptable to the Owner and Architect/Engineer, to assure quality control of the construction (*this may include personnel if approved by the Owner*). The Construction Manager shall have a qualified and competent Superintendent to supervise the work of all Subcontractors providing instructions to each when their work does not conform to the requirements of the plans and specifications and shall continue to exert influence and control over each Subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the work. Should disagreement occur between the Construction Manager and Architect/Engineer over acceptability of work and conformance with the requirements of the specifications and plans, the Owner shall be the final judge of performance and acceptability.

### 2.3 Guaranteed Maximum Price (GMP) and Contract Time

2.3.1 Construction Manager acknowledges and agrees the Drawings and Specifications are sufficiently complete for Construction Manager to propose a Guaranteed Maximum Price (GMP), which is the total not to exceed sum of the Construction Manager's Fee and the Cost of the Project. Accordingly, the Guaranteed Maximum Price (GMP) is hereby established at \$420,366.00. *The final approved GMP spread sheet is hereby attached as Attachment "I" to and shall become a part of this Agreement between Owner and Construction Manager.*

2.3.2 The Cost of the Work shall include Construction Manager's contingency, a sum agreed to by all parties for the Manager's use to cover costs arising from unforeseen conditions in the project. Construction Manager's contingency is hereby established as a separate line item of \$19,804.00 within the Guaranteed Maximum Price.

#### 2.3.3 Basis of Guaranteed Maximum Price (GMP)

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

- .1 The list of the Drawings and Specifications, including all addenda thereto, and the Conditions of the Contract, which are identified in the Attachments to this Agreement.
- .2 The list of clarifications and assumptions made by Construction Manager in the preparation of its Guaranteed Maximum Price proposal to supplement the information contained in the Drawings and Specifications.
- .3 The Preliminary Construction Schedule (**Attachment "E"**). As reflected in said Schedule, Construction Manager is to achieve Substantial Completion of the Work within 60 calendar days from issuance of Notice to Proceed. Final Completion shall be achieved within an additional 30

calendar days.

- 2.3.4 Included within the Guaranteed Maximum Price is the Construction Manager's fee. The Construction Manager's Fee is hereby established as \$51,661.00 for services provided in this Agreement. The sum of the Cost of the Project and the Construction Manager's Fee shall not exceed the Guaranteed Maximum Price. The Construction Manager's Fee shall constitute Construction Manager's total compensation for profit. All costs in excess of the final approved GMP (as reduced by Owner direct purchases, if any, in accordance with **Attachment "C"**) are the responsibility of the Construction Manager. Any savings between the GMP (as reduced by Owner direct purchases) and the sum of the actual cost of the Project plus the Construction Manager's fee will be returned to the Owner.
- 2.3.5 Prior to issuance of the Construction Phase Notice to Proceed, Construction Manager shall not incur any costs to be reimbursed as part of the Cost of the Project, except as Owner may specifically authorize in writing.
- 2.3.6 The Guaranteed Maximum Price and date of Substantial Completion shall be subject to additions and deductions by a Change Order as provided in the Contract Documents.
- 2.3.7 The Guaranteed Maximum Price shall include in the Cost of the Project only those taxes which are enacted and in effect at the time the GMP was determined.
- 2.4 Construction Phase
- 2.4.1 General
- 2.4.1.1 The Construction Phase shall commence on the date identified in the Notice to Proceed to be issued by the Owner.
- 2.4.1.2 The Construction Manager shall cause all Work required by the Contract Documents to be properly completed in accordance with the terms of the Contract Documents and within the Contract Time.
- 2.4.1.3 Construction Manager's Staff - The Construction Manager shall maintain sufficient off-site support staff, and competent full time staff at the Project site authorized to act on behalf of the Construction Manager and to coordinate, inspect and provide general direction of the work and progress of the subcontractors, and the Construction Manager shall provide no less than those personnel during the respective phases of construction. The Construction Manager shall not change any of those designated persons unless mutually agreed to by the Owner and Construction Manager. In such case, the Owner shall have the right of approval of the qualifications of replacement personnel. Such approval will not be reasonably withheld.

- 2.4.1.3.1 The Construction Manager shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the work. The superintendent shall represent the Construction Manager and all communications given to the superintendent shall be as binding as if given to the Construction Manager.
- 2.4.1.3.2 The superintendent shall be in attendance at the Project site not less than eight (8) hours per day, five (5) days per week, and any time work is being performed at the jobsite, unless the job is closed down due to a general strike or conditions beyond the control of the Construction Manager or until completion or termination of the Contract. It is understood that such superintendent shall be acceptable to the Owner and the Architect and shall be the one who will be continued in that capacity for the duration of the project, unless the Owner otherwise agrees. The superintendent shall not be employed on any other project for or by Construction Manager or any other entity during the course of the work.
- 2.4.1.4 Lines of Authority - The Construction Manager shall establish and maintain lines of authority for its personnel, and shall provide this description/definition to the Owner and all other affected parties such as the code inspectors of the permitting authorities, the subcontractors, the Architect/Engineer and the Owner's representatives, to provide general direction of the work and progress of the various phases and subcontractors. The Owner and the Architect/Engineer may attend meetings between the Construction Manager and subcontractors, however, such attendance shall not diminish either the authority or responsibility of the Construction Manager to administer the subcontractor.

## 2.4.2 Administration

- 2.4.2.1 Those portions of the Project that Construction Manager does not customarily perform with Construction Manager's own personnel shall be performed under subcontracts or by other appropriate written agreements with Construction Manager. Construction Manager shall obtain bids from subcontractors and from suppliers of materials or equipment fabricated to a special design for the Project from the list previously reviewed and, after analyzing such bids, shall deliver such bids to the Owner and Architect for review and comment. Based upon that review and comment, Construction Manager shall then determine, subject to the reasonable objection of Architect or Owner, which bids will be accepted. Construction Manager shall not be required to contract with anyone to whom Construction Manager has reasonable objection. Notwithstanding anything herein to the contrary, Construction Manager covenants and agrees that it shall competitively bid all subcontracts. Further, with respect to all such subcontracts, Construction Manager covenants and agrees that it shall

select and contract with the lowest, responsive and qualified bidder, unless otherwise consented to in writing by Owner.

- 2.4.2.2 Subcontracts and agreements with suppliers furnishing materials or equipment fabricated to a special design shall conform with payment provisions and shall not be awarded on the basis of cost plus a fee without prior written consent of Owner.
  - 2.4.2.3 Construction Manager shall schedule and conduct weekly meetings at which Owner, Architect, Construction Manager and appropriate Subcontractors can discuss the status of the Project. Construction Manager shall prepare and promptly distribute meeting minutes within two (2) business days after any such meeting is held.
  - 2.4.2.4 Promptly after Owner's issuance of the Notice to Proceed, Construction Manager shall prepare a more detailed Project Schedule, based upon the preliminary Project Construction Schedule attached as **Attachment "E"**, including Owner's occupancy requirements. Construction Manager will submit monthly updates to the Schedule until the project is completed.
  - 2.4.2.5 Construction Manager shall provide Monthly Written Reports to Owner on the progress of the entire Work. Construction Manager shall maintain a daily log containing a record of weather, subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as Owner may require. The log shall be available to Owner at all times.
- 2.5 Professional Services - Construction Manager shall not be required to provide professional services which constitute the practice of architecture or engineering, unless such services are specifically required by the Contract Documents for a portion of the Project, or unless Construction Manager has specifically agreed in writing to provide such services. In such event, Construction Manager shall cause such services to be performed by appropriately licensed professionals.
- 2.6 Unsafe Materials - If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered but not created or brought on the site Construction Manager shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to Owner and Architect in writing. Owner shall be responsible for obtaining the services of a licensed laboratory to verify the presence or absence of the material or substance reported by Construction Manager and, in the event such material or substance is found to be present, to verify that it has been rendered harmless.

In accordance with Florida Statute 255.40, the Owner will require that the Contractor certify (at project completion) that to the best of his/her knowledge and ability no asbestos-containing materials and/or supplies have been

purchased and/or installed on this Project.

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

2.7 Weather Protection - The Construction Manager will be responsible to ascertain what temporary enclosures, if any, of building areas should be provided for and may be provided as a practical matter, in order to assure orderly progress of the work in periods when extreme weather conditions are likely to be experienced. All costs associated with this shall be the responsibility of the Construction Manager.

2.8 Job Site Requirements

- (1) The Construction Manager shall provide for each of the following activities as a part of the Construction Manager's Construction Phase services:
  - a. Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc. and require the same of subcontractors
  - b. Maintain a directory of companies on the Project with names, addresses, telephone numbers, emergency telephone numbers and fax numbers of key personnel.
  - c. Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.
  - d. Provide labor relations management for a harmonious, productive Project.
  - e. Provide a safety program for the Project to meet OSHA requirements. Monitor for Subcontractor compliance without relieving them of responsibilities to perform work in accordance with the best acceptable practice.
  - f. Provide a quality control program.
  - g. Miscellaneous office supplies that support the construction efforts which are consumed by his own forces.

2.9 Job Site Administration - The Construction Manager shall provide as part of the Construction Manager's Construction Phase services, administrative functions during construction, including but not limited to, the following:

- (1) Job Meetings - Hold weekly progress and coordination meetings to provide for an easy flowing Project. Implement procedures and assure

timely submittals, expedite processing approvals and return of shop drawings, samples, etc. Coordinate and expedite critical ordering and delivery of materials, work sequences, inspection and testing, labor allocations, etc. Review and coordinate each Subcontractor's work. Review and implement revisions to the Schedule. Monitor and promote safety requirements.

Use the job site meeting as a tool for preplanning of work and enforcing schedules and for establishing procedures, responsibilities, and identification of authority for all to clearly understand.

Identify party or parties responsible for follow-up on any problems, delay items or questions and document and implement the course for solution. Revisit each pending item at each subsequent meeting until resolution is achieved. Require all present to make any problems or delaying event known to those present for appropriate attention and resolution.

- (2) Shop Drawing Submittals/Approvals - Check Shop Drawings and implement procedures for submittal and transmittal to the Architect/Engineer of such drawings for action, and closely monitor their submittal and approval process. Provide copy of all correspondence to Owner. Construction Manager will provide one (1) approved Submittal or Shop Drawing to Owner.
- (3) Material and Equipment Expediting - Closely monitor material and equipment deliveries; implement inspection and follow-up procedures on commitments of all Suppliers and Subcontractors.
- (4) Payments to Subcontractor - Develop and implement a procedure for review, processing, and payment of applications by Subcontractors for progress and final payments.
- (5) Document Interpretation - Refer all questions for interpretation of the documents prepared by the Architect/Engineer to the Architect/Engineer.
- (6) Reports and Project Site Documents - Record the progress of the Project. Submit written progress reports to the Owner and the Architect/Engineer including information on the Subcontractor's work, and the percentage of completion. Keep a daily log available to the Owner, the Architect/Engineer and the Permitting Authority inspectors.
- (7) Substantial Completion - The Construction Manager shall secure the Certificate of Occupancy and notify the Owner and Architect/Engineer, in writing, that the Project will be ready for inspection to determine if it is substantially complete and ready for inspection on or after a specific date, which date shall be stated in the notice. The notice shall be given at least

seven (7) calendar days in advance of said date. Inspection and testing shall take place at time(s) mutually agreeable to the Construction Manager, Architect/Engineer and Owner. The inspection will be conducted jointly between the Architect/Engineer, Owner and Construction Manager's representative. The inspection shall determine if substantial completion has been accomplished and the Architect/Engineer shall produce a Certificate of Substantial Completion (**Attachment "J"**) and a written list of unfinished Work and defective work, commonly referred to as a "Punch List", which must be finished and corrected to obtain final completion.

At the Owner's option a specific area or segment of the project may be inspected and/or determined substantially complete.

- (8) Final Completion - The Construction Manager shall notify the Architect/Engineer and Owner, in writing, that the Project will be ready for final inspection on or after a specific date, which date shall be stated in the notice. This notice shall be given at least seven (7) calendar days in advance. That inspection and any necessary testing shall be conducted in the same manner as the inspection for Substantial Completion. When the Project is finally and totally complete, including the elimination of all defects, a Certificate of Final Completion (**Attachment "K"**) will be issued by the Architect/Engineer and the Project shall be submitted to the Owner for final acceptance.

The Owner and Architect/Engineer shall conduct the inspections. The Owner may elect to have other persons of its choosing also participate in the inspections. If one or more re-inspections are required, the Construction Manager shall reimburse the Owner for all costs of re-inspection or, at the Owner's option, the costs may be deducted from payments due to the Construction Manager. The Total Project Schedule shall include these notices and inspections as activities.

The Construction Manager shall secure and transmit to the Architect/Engineer all required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings, and maintenance books as part of final completion (in triplicate) unless stated otherwise in the Project specifications.

- (9) Start-Up - With the Owner's personnel, direct the checkout of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing by the subcontractors.
- (10) Record Drawings - The Construction Manager shall monitor the progress of Work on marked-up field prints which, at Substantial Completion, shall be submitted to the Architect/Engineer who will prepare the final record

drawings.

- (11) Administrative Records - The Construction Manager will maintain at the job site on a current basis, files and records such as, but not limited to the following:

Contracts and Purchase Orders  
Shop Drawing Submittal/Approval Logs  
Equipment Purchase/Delivery Logs  
Contract Drawings and Specifications with Addenda  
Cost Proposal Requests  
Meeting Minutes  
Lab Test Reports  
Contract Changes  
Material Purchase Delivery Logs  
"As-Built" Marked Prints  
Monthly Progress Reports  
Correspondence Files  
Transmittal Records  
Inspection Reports  
Punch Lists

The Project records shall be available at all times to the Owner and Architect/Engineer for reference or review.

- (12) Owner Occupancy:

The Construction Manager shall provide services during the Construction Phase which will provide a smooth and successful Owner occupancy of the Project. The Construction Manager shall provide consultation and project management to facilitate Owner occupancy and provide transitional services to get the work, as completed by the contractors "on line" in such conditions as will satisfy Owner operational requirements.

The Construction Manager shall conduct the Construction Manager's preliminary punch list inspection and coordinate the completion of all punch list work to be done with Owner occupancy requirements in mind.

The Construction Manager shall catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey these to the Owner in such a manner as to promote their usability (in triplicate). The Construction Manager shall provide operational training, in equipment use, for building operators to a maximum of eight (8) hours.

The Construction Manager shall secure required guarantees and warranties, assembled and organized (in a binder) and deliver same, in triplicate, to the Owner in a manner that will facilitate their maximum

enforcement and assure their meaningful implementation.

The Construction Manager shall continuously review "As-Built" Drawings and mark-up progress prints to provide as much accuracy as possible.

- (13) Warranty - Where any work is performed by the Construction Manager's own forces or by Subcontractors under contract with the Construction Manager, the Construction Manager shall warrant that all materials and equipment included in such Work will be new except where indicated otherwise in Contract Documents, and that such Work will be of good quality, free from improper workmanship and defective materials and in conformance with the Drawings and Specifications. With respect to the same Work, the Construction Manager further agrees to correct all work found by the Owner to be defective in material and workmanship or not in conformance with the Drawings and Specifications for a period of one (1) year from the Date of Final Completion or as may be set forth with respect to specific warranties contained in the trade sections of the Specifications. The Construction Manager shall collect and deliver to the Owner any specific written warranties given by others as required by the Contract Documents. **Also, the Construction Manager shall conduct, jointly with the Owner and the Architect/Engineer, a warranty inspection nine (9) months after the date of Owner Occupancy. This warranty inspection will be scheduled by a representative of the Owner.**

### ARTICLE 3

#### OWNER'S RESPONSIBILITIES

- 3.1 Owner's Information - The Owner shall provide full information regarding Owner's requirements for the Project.
- 3.2 Owner's Representative/Project Director - The Owner shall designate a representative who shall be fully acquainted with the Project and shall define the lines of Owner authority to approve Project Construction Budgets, and changes in Project. The Owner's representative shall render decisions promptly and furnish information expeditiously.
- 3.3 Architect and Engineer's Agreement - The Owner shall retain an Architect/Engineer for design and to prepare construction documents for the Project. The Architect/Engineer's services, duties and responsibilities are described in the Agreement between the Owner and the Architect/Engineer, a copy of which will be furnished to the Construction Manager upon request.
- 3.4 Approvals and Easements - The Owner shall pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing

facilities.

- 3.5 Legal Services - The Owner shall furnish such legal services as may be necessary for providing the items set forth in Article 3 and such auditing services as the Owner may require.
- 3.6 Drawings and Specifications - The Owner will provide to the Construction Manager a reproducible set of all drawings and specifications reasonably necessary and ready for printing.
- 3.7 Cost of Surveys & Reports - The services, information, surveys and reports required by the above paragraphs shall be furnished with reasonable promptness in accordance with the approved schedule at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy and completeness thereof.
- 3.8 Project Fault or Defects - If the Owner becomes aware of any fault or defect in the Project or non-conformance with the drawings and specifications, the Owner shall give prompt written notice thereof to the Construction Manager and Architect/Engineer.
- 3.9 Funding - The Owner shall furnish, in accordance with the established schedule, reasonable evidence satisfactory to the Construction Manager that sufficient funds will be available and committed for the cost of each part of the Project.
- 3.10 Lines of Communication - The Owner and Architect/Engineer shall communicate with the Subcontractors or Suppliers only through the Construction Manager while such method of communication is effective in maintaining Project schedules and quality.
- 3.11 Lines of Authority - The Owner shall establish and maintain lines of authority for Owner's personnel and shall provide this definition to the Construction Manager and all other affected parties.
- 3.12 Permitting & Code Inspections - The Owner recognizes and coordinates with the Permitting Authority and expects the Construction Manager to do the same.

#### ARTICLE 4

##### PERMITTING AND INSPECTION

- 4.1 Permits, Fees and Notices - Unless otherwise provided in the Contract Documents, the Construction Manager shall secure and the Owner shall pay for any Brevard County building permit or other County permits and governmental fees and licenses necessary for proper execution of the Contract and which are legally required. Any other entity/jurisdiction permits (i.e.: City of Titusville, City of

Melbourne, etc.) shall be included in the Guaranteed Maximum Price and secured and paid for by the Construction Manager. County Impact and Solid Waste fees will also be paid by the Owner. Copies of all permits shall be submitted to the Owner.

- 4.2 The Construction Manager shall comply with and give notices required by laws, ordinances, rules and regulations and lawful orders of public authorities bearing on performance of the work required for the Project.
- 4.3 It is not the Construction Manager's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Construction Manager observes that portions of the Contract Documents are at variance therewith, and such variance was not discoverable during the Construction Manager's review of these documents for the purpose of determining the GMP, the Construction Manager shall promptly notify the Architect and Owner, in writing, and necessary changes shall be accomplished by appropriate modification.
- 4.4 If the Construction Manager performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, the Construction Manager shall assume full responsibility for such Work and shall bear the attributable costs.

## ARTICLE 5

### SUBCONTRACTS

- 5.1 Definition - A Subcontractor is a person or organization who has a direct contract with the Construction Manager to perform any of the work. Nothing contained in the Contract Document shall create any contractual relation between the Owner or Architect/Engineer and any Subcontractor.
- 5.2 Bids/Proposals - The Construction Manager shall request and make every attempt to receive, at a minimum, three (3) bids/proposals from Subcontractors and Suppliers and will award those contracts to the most qualified and responsive low bidder after the Construction Manager and Owner have reviewed each bid/proposal and agree that the Subcontractor is qualified to perform the work.
- 5.3 Required Subcontractor and Subcontract Conditions.
- 5.3.1 Subcontractual Relations - By an appropriate written agreement, the Construction Manager shall require each Subcontractor to the extent of the work to be performed by the Subcontractor, to be bound to the Construction Manager by the terms of the Contract Documents, and to assume toward the Construction Manager all the obligations and responsibilities which the Construction Manager

by this Agreement, assumes toward the Owner and the Architect/Engineer. Said agreements shall preserve and protect the rights of the Owner and Architect/Engineer under the Contract Documents with respect to the work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Construction Manager shall require each Subcontractor to enter into similar agreements with his Subcontractor's Subcontractor.

The Construction Manager shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Article 5.3 and identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to his Sub-subcontractor.

(1) Subcontractors must submit a complete pre-qualification form demonstrating their work experience, financial condition, and adherence to schedule. The Subcontractors financial condition must demonstrate that adequate fixed and liquid assets and equipment are available to properly perform the subcontract.

(2) Workforce - The Subcontractor must agree to perform no less than fifty (50%) percent of the Project construction work utilizing its own forces.

(3) All subcontracts shall provide:

a. LIMITATION OF REMEDY - NO DAMAGES FOR DELAY

That the Subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the Owner or Architect/Engineer or attributable to the Owner or Architect/Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time.

In the event of a change in the work the Subcontractor's claim for adjustments in the contract sum are limited exclusively to its actual cost for such change, plus, no more than five percent (5%) for profit, and five percent (5%) for overhead.

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

b. Each subcontract shall require that any claims by Subcontractor for delays or additional cost must be submitted to Construction Manager within the time and in the manner in which the Construction Manager must submit such claims to the Owner, and that failure to comply with the

conditions for giving notice and submitting claims shall result in the waiver of such claims.

- 5.4 Responsibilities for Acts and Omissions - The Construction Manager shall be responsible to the Owner for the acts and omissions of its employees and agents and its Subcontractors, agents and employees, and all other persons performing any of the work or supplying materials under this contract to the Construction Manager.

## ARTICLE 6

### SCHEDULE, TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 6.1 At the time a Guaranteed Maximum Price (GMP) is established, as provided for in Article 7, a Project Substantial Completion Date, a Project Final Completion Date and an Owner Occupancy Date for completion of the Project in accordance with the master Project schedule, shall also be established by the Construction Team. The Construction Manager agrees to complete the construction in accordance with the agreed upon Substantial Completion Date, Final Completion Date and Owner Occupancy Date. The Construction Manager acknowledges that failure to complete the Project within the construction time set forth in the approved schedule will result in substantial damages to the Owner.

It is specifically agreed by and between the parties that the Owner may deduct a sum in the amount scheduled below from the amount of compensation to be paid the Construction Manager, Sundays and Holidays included, that the Project remains uncompleted. This amount as scheduled and agreed upon as a proper measure of liquidated damages, which the Owner will sustain per day by failure of the Construction Manager to complete the Project by the time stipulated in this Agreement, is not to be construed in any sense as a penalty provision.

Project Substantial Completion	\$500 per day
Project Final Completion	\$250 per day

Liquidated Damages will be assessed for each day beyond the contracted project Substantial Completion date, until actual project Substantial Completion is achieved. From the date of Substantial Completion, the Construction Manager shall be granted thirty (30) days for completion of punch list items, associated inspections and approvals, and submission and approval of required closeout documentation, at which time Final Completion shall be obtained. Final Completion liquidated damages will be assessed for each day beyond the thirty (30) days period from actual Substantial Completion.

- 6.2 The date of Owner Occupancy shall occur as described in Article 2.9(7) and Article 1.3, hereinabove. Warranties called for by this Agreement or by the Drawings and Specifications shall commence on the Date of Final Completion of the Project unless specified otherwise in the Project Specifications.

## ARTICLE 7

### GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION

- 7.1 The Construction Manager will establish and submit in writing a Guaranteed Maximum Price to the Owner for its approval, guaranteeing the maximum price to the Owner, for the construction cost of the Project or designated part thereof, based on a review of the contract drawings and specifications. Such Guaranteed Maximum Price will be subject to increase or deduction for changes in the Project as provided in Article 10 and for Owner direct purchases, if any, in accordance with **Attachment "C"**. All costs in excess of the final approved GMP, as adjusted up or down in accordance with the terms of this agreement, are the responsibility of the Construction Manager. Any savings between the GMP, as adjusted, and the sum of the actual cost of the Project plus the Construction Manager's fees, will be returned to the Owner. The GMP includes all taxes in the Cost of the Project which were legally enacted and in effect at the time the GMP was established.
- 7.2 Owner-Direct Purchases - In the event the Owner opts to make Owner Direct Purchases, as outlined in **Attachment "C"**, the Guaranteed Maximum Price shall be reduced by the cost of the materials plus applicable sales tax so that all sales tax savings accrue to the benefit of the project contingency. The Construction Manager shall diligently process all Owner Direct Purchase invoices for the project in order for the Owner to benefit from applicable vendor discounts. The Construction Manager will be required to submit all invoices to Owner in sufficient amount of time in order for the project to benefit from the vendor discount. All costs associated with missed discounts by the Construction Manager will be deducted from the Construction Manager's contract via deductive change order at project completion. Owner reserves the right to waive the Construction Manager's responsibility for missing discounts.
- 7.3 At the time of execution of the contract, the Construction Manager will verify the time schedule for activities and work which is adopted by the Construction Team and used to determine the Construction Manager's cost of work. Surplus funds from bids received below the applicable line items, including line items within the General Conditions, in the GMP will be set aside for contingency. Construction contingency funds will be used for the purpose of defraying the expenses due to unforeseen circumstances relating to construction. The Construction Manager will be required to furnish documentation evidencing expenditures charged to this contingency prior to the release of funds by the Owner. Documentation for use of the Contingency shall be determined by the Construction Team. The Architect/Owner shall verify and approve the actual costs.

If bids are received above the applicable line item in the GMP the deficiency will be taken from the contingency via an approved Authorization to Initiate Work/GMP Realignment form; however, such events shall not be cause to

increase the GMP. If bids are not received for a portion of the work at or below the applicable line item amount in the GMP, the Construction Manager reserves the right to perform that portion of the work or negotiate for its performance for the specified line item lump sum amount or less.

## ARTICLE 8

### CONSTRUCTION MANAGER'S FEE

- 8.1 In consideration of the performance of the contract, the Owner agrees to pay the Construction Manager as compensation for his services fees as set forth in Subparagraphs 8.1.2 and 8.1.3. subject to the retainage specified in 8.1.1 below.
- 8.1.1 Construction Phase Fee - Prior to commencement of the Construction Phase, the Owner will direct the Construction Manager in writing to proceed into the Construction Phase. The Owner retains the right to review the need and effectiveness of any employee or employees assigned by the Construction Manager, should the Project Director question the need for the employee or employees. A percentage of the agreed upon Construction Phase Fee shall be paid monthly based on percentage (%) of work completed, less retainage, in accordance with subsection 12.1 below. The Construction Manager's first monthly Certificate for Payment shall be submitted no earlier than thirty (30) days following the issuance of the Notice to Proceed, and the final monthly payment shall be paid only when construction of the Project is finally completed, all original, final release of liens are received, closeout documentation has been submitted and occupancy of the Project accepted by the Owner. If construction is authorized only for a part of the Project, the fee paid shall be proportionate to the amount of work authorized by the Owner.
- (1) Adjustments in Fee - For changes in the Project as provided in Article 10, the Construction Phase fee shall be adjusted as follows:
- (a) The Construction Manager shall be paid an additional fee subject to negotiation if the Construction Manager is placed in charge of reconstruction of an insured or uninsured loss excluding any condition that may have been caused from negligent acts by the Construction Manager, subcontractors or others for whose acts the Construction Manager is responsible.
- (2) Costs and Expenses Included in Construction Manager's Construction Phase Fee - The following are included in the Construction Manager's fee for services during the Construction Phase and are included in the GMP (See **Attachment "L"** for Allowable Costs, Overhead associated with the Construction Manager's Construction Phase Fee referenced in Article 8):
- (a) Corporate costs including expenses and overhead and profit

related to this project by the Construction Manager's principal and branch offices.

- (b) Costs of all data processing, accounting, purchasing and associated staff which is performed at the home office.
- (c) General operating expenses incurred in the management and supervision of the project, except as expressly included in Article 9.
- (d) Salaries or other compensation of the Construction Manager's employees at his principal and branch offices.
- (e) Those services set forth in Paragraph 2.1, 2.2, 2.3 and 2.4; except as expressly included in Article 9.
- (f) Relocation expenses for Construction Manager's personnel.
- (g) Costs of all project estimating, safety, scheduling and accounting staff.

- 8.1.3 The Construction Manager will establish and submit in writing to the Owner for his approval a Guaranteed Maximum Price, guaranteeing the maximum price to the Owner, for the construction cost of the Project or designated part thereof, based on a review of the contract drawings and specifications. Such Guaranteed Maximum Price will be subject to modification for changes in the Project as provide in Article 10. However, the actual price paid for the Work by the Owner shall be (1) the Cost of the Project as defined in Article 9, plus the Construction Manager's fees, or (2) the GMP, whichever is less, when the Work is complete. All costs in excess of the final approved GMP are the responsibility of the Construction Manager.

## ARTICLE 9

### COST OF THE PROJECT

- 9.1 Definition - The term Cost of the Project shall mean costs reasonably and necessarily incurred in the Project during the Construction Phase for construction services and paid by the Construction Manager which are included in the Construction Phase Fee, less Owner direct purchases made in accordance with **Attachment "C"** upon completion of the Project. Such costs shall include the items set forth below in this Article, and shall also include, but are not limited to, those set forth in **Attachment "M"** - "Allowable General Conditions".

The Owner agrees to pay the Construction Manager for the Cost of the Project subject to the limits set forth in Articles 9.2 and 9.3 plus the Construction Manager's fees stipulated in Article 8, provided the total does not to exceed the GMP.

- 9.2 Direct Cost Items (See **Attachment "M"** - "Allowable General Conditions")

- (1) Labor wages paid for the on-site Project Superintendent directly

responsible for the operation and supervision of the project, clerical and Quality Control personnel (as opposed to wages paid to management or supervisory personnel who are not part of the on-site project management) in the direct employ of the Construction Manager in the performance of the Construction Manager's work under this Agreement, acceptable salary or wage schedules and such fringe benefits, if any, as may be payable with respect thereto (labor burden not to exceed 40% for payroll and 15% for per diem).

- (2) Payments due to Subcontractors from the Construction Manager or made by the Construction Manager to Subcontractors for their work performed pursuant to contract under this Agreement.
- (3) Cost of the premiums for insurance above and beyond the minimum required by Brevard County (\$1 million) and cost of premiums for bonds which the Construction Manager is required to procure by this Agreement specifically for the construction of this project.
- (4) Sales, use, gross receipts or similar taxes related to allowable direct costs of the Project imposed by a governmental authority, and for which the Construction Manager is liable. No costs shall be paid by the Owner to the Construction Manager for any expenses made necessary to correct defective workmanship or to correct any work not in conformance with the Plans and Specifications or to correct any deficiency or damage caused by negligent acts by the Construction Manager.
- (5) If approved by the Owner, the Construction Manager, when qualified, may self perform all or a portion of the work for any item listed on the estimate or GMP breakdown where it is deemed advantageous due to schedule or economic benefit for the direct cost of the work.
- (6) Legal costs reasonably and properly resulting from prosecution of the Project for the Owner, including handling claims for changes by subcontractors and vendors, subject to the following limitations:
  - (a) The Owner approved incurring such costs in advance, which approval shall not be unreasonably denied; and
  - (b) The legal costs were not incurred as result of the Construction Manager's own negligence or default.
- (7) Costs for such temporary facilities during construction, as approved by the Owner, including temporary water, heat, power, sanitary facilities, telephones, radios and computers with software.

### 9.3 Allowances

Within the GMP, there may be specific items which the Construction Manager

and Owner have agreed to include as allowances in the estimates until such time as the cost and schedule impact of these items can be more specifically ascertained. At the time that the Costs of the Work of allowance items becomes known (either through a subcontract price or by virtue of either (A) scope of work and cost agreed to by Construction Manager and Owner or (B) an actual buyout of the item), the GMP and Scheduled Completion Date will be adjusted (either increased or decreased) by the actual Costs of the Work and schedule impact of the item. With respect to increases and decreases to the amount of an allowance item, Construction Manager shall be entitled to the Construction Manager's fee, subject to the limits set forth in Article 8, on the adjusted amount of such allowance, and the GMP shall be adjusted by reason thereof, by Change Order. Allowances must be agreed to by both parties. Allowances included within the GMP constitute approval of said allowances at the time the Guaranteed Maximum Price is approved.

#### 9.4 Public Records Law and Audit Requirements

- (1) In the performance of this Agreement, the Construction Manager shall keep books, records, and accounts of all activities, related to this Agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this agreement shall be open to inspection during regular business hours by an authorized representative of the Owner and shall be retained by the Construction Manager for a period of five (5) years after termination of the Agreement. All records, books and accounts related to the performance of this agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.
- (2) All records or documents created by Construction Manager or provided to Construction Manager by the County in connection with the activities or services provided by Construction Manager under the terms of this agreement, are public records and Construction Manager agrees to comply with any request for such public records or documents made in accordance with section 119.07 Florida Statutes.
- (3) In the performance of this Agreement, the Construction Manager must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- (4) The Owner may unilaterally terminate the Agreement if the Construction Manager refuses to allow public access to Public Records as required by law.
- (5) For the purposes of this paragraph, the term "contract" means the

"Agreement." If the Construction Manager is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply:

(a) Keep and maintain Public Records required by the Owner to perform the service.

(b) Upon request, provide the Owner with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) The Construction Manager's failure to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.

(d) Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Construction Manager does not transfer the Public Records to the Department.

(e) Upon completion of the Agreement, transfer, at no cost to the Owner, all Public Records in possession of the Construction Manager or keep and maintain Public Records required by the Owner to perform the service. If the Construction Manager transfers all Public Records to the Owner upon completion of this Agreement, the Construction Manager shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the Construction Manager keeps and maintains Public Records upon completion of this Agreement, the Construction Manager shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Owner, upon request from the Owner's custodian of Public Records, in a format specified by the Owner as compatible with the information technology systems of the Owner. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Construction Manager is authorized to access.

**(f) IF THE CONSTRUCTION MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE OWNER'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** 321-633-2042

**Email:** Miranda.Guppenberger@brevardfl.gov

**Mailing Address:**

Brevard County Solid Waste Management Department

2725 Judge Fran Jamieson Way, A-118

Viera, FL 32940

**ATTN:** Public Records Request

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

ARTICLE 10

CHANGES IN THE PROJECT

- 10.1 Change Orders - The Owner, without invalidating this Agreement, may order Changes in the Project within the general scope of this Agreement consisting of additions, deletions or other revisions which may cause an increase or decrease in the GMP, and/or the Construction Completion Date. All changes in the Project GMP or Construction Completion Date not covered by an authorized contingency, as described in Article 7.3 must be authorized by a written Change Order or Construction Change Directive, and signed by the Owner, Architect and Construction Manager before the change is implemented. It shall be the Owner's discretion as to whether each change order requires the A/E signature. **Maximum allowable mark-up on any change order is 5% Profit, 5% Overhead, and a 2% Bond.**
- 10.1.1 A Construction Change Directive is a change directive signed by the Project Director and the County Manager directing an addition, deletion, or revision in the scope of work and/or schedule. The Construction Change

Directive is necessary when no Agreement exists among the Architect/Engineer of record, Brevard County and the Construction Manager on the dollar amount of a necessary change in the scope of work and/or an extension of time to the construction contract. The Construction Change Directive is used (1) when an unsafe, hazardous or other similar condition exists, (2) when failure to achieve prompt resolution of the change will result in a demobilization of the Construction Manager, its subcontractors and/or agents, (3) when failure to achieve prompt resolution will result in additional cost, and/or a significant delay in completing the project. A Construction Change Directive does not change the contract price or the contract time, but is evidence that the parties expect that the change will be incorporated in a subsequently issued Change Order or be covered by an authorized contingency.

10.1.2 A Change Order is a written order to the Construction Manager signed by the Owner, Architect, and Construction Manager, issued after the execution of this Agreement, authorizing a change in the Project and/or an adjustment in the construction authorization, the Construction Manager's fee, or the Construction Completion date. Each adjustment in the GMP resulting from a change order shall be documented clearly to separate the amount attributable to the cost of the change in the Project from the original cost of the Project.

10.1.3 The increase or decrease in the Guaranteed Maximum Price resulting from Change Orders in the Project shall be determined by one of the following ways:

- (1) by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Architect/Engineer and Owner;
- (2) by unit prices stated in the Agreement or subsequently agreed upon;
- (3) by cost as defined in Article 9 plus a mutually acceptable fixed or percentage fee; or
- (4) by the method provided in Subparagraph 10.1.4.

10.1.4 If none of the methods set forth in Clause 10.1.3 is agreed upon, the Construction Manager, provided he receives a written order signed by the Owner, shall promptly proceed with the work required by the Construction Change Directive involved. The cost of such work shall then be determined on the basis of the reasonable expenditures and savings of those performing the work attributed to the change. However, in the event a Change Order is issued under these conditions, the Architect/Engineer will establish an estimated cost of the work and the Construction Manager shall not perform any work whose cost exceeds that estimate without prior written approval by the Owner. In such case, and also under Article 10.1.3

above, the Construction Manager shall keep and present, in such forms as the Owner may prescribe, an itemized accounting together with appropriate supporting data of the increase in the Cost of the Project as outlined in Article 9. The amount of decrease in the Guaranteed Maximum Price to be allowed by the Construction Manager to the Owner for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease in the Cost of the Project and the Construction Manager's fee subject to the limits set forth in Article 7.

10.1.5 If unit prices are stated in the Agreement or subsequently agreed upon and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or the Construction Manager, the applicable unit prices and Guaranteed Maximum Price shall be equitably adjusted.

10.1.6 Should the Construction Manager or his contracted subcontractors encounter:

- (1) concealed conditions in the performance of the Work below the surface of the ground; or
- (2) concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Drawings, Specifications, or Owner furnished information; or
- (3) unknown physical conditions below the surface of the ground; or
- (4) concealed or unknown conditions in an existing structure of an unusual nature;

differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, then the Guaranteed Maximum Price and the Construction Completion date shall be equitably adjusted by Change Order upon a request for Change Order in accordance with Article 10.2. and Article 11.

Upon discovery of concealed or unknown conditions, the Construction Manager shall notify the Owner and Architect/Engineer within twenty four (24) hours of discovery, and not proceed with Work until such notice has been given and a response is issued by the Owner. The Architect/Engineer will evaluate the alleged unknown or concealed condition and, if warranted, recommend to the Owner that the GMP and schedule be increased or decreased accordingly. No claim under this Article may be made unless notice, as herein provided, is given prior to Work being performed. No equitable adjustment shall be permitted if this notice provision is not complied with.

Within ten (10) calendar days of submitting its Notice, the Construction

Manager shall submit to the Owner its Request for Change Order, which shall include a written statement of all details of the claim, including a description of the work affected. Within thirty (30) days from Notice, the Construction Manager shall submit detailed schedule impact and detailed cost analysis indicating quantities, unit prices, etc.

- 10.1.7 The Construction Manager shall review any Owner directed change and shall respond in writing within seven (7) calendar days after receipt of the proposed change (or such other reasonable time as the Owner may direct), stating the effect of the proposed change upon the Construction Manager's Work, including any increase or decrease in the contract time or price. The Construction Manager shall furnish to the Owner an itemized breakdown of the quantities and prices used in computing the change in Contract price.

The Owner and Architect/Engineer shall review the Construction Manager's proposal and respond to the Construction Manager within seven (7) calendar days of receipt. If a change to the Contract price and time for performance are agreed upon, both parties shall sign the Change Order. Changes to the Contract time and/or price shall be effective when signed by both parties. It shall be the Owner's discretion as to whether each change order requires the A/E signature.

10.2 **Claims for Additional Cost or Time**

All claims for additional cost or time shall be made by request for a change order submitted as provided in Article 16.

- 10.2.1 If the Construction Manager is delayed at any time in the progress of the work by any act or neglect of the Owner or the Architect or of any employee of either or by any separate Construction Manager employed by the Owner or by any changes ordered in the work by labor disputes, fire, or unusual delay in transportation, unavoidable casualties or any causes beyond the Construction Manager's control or by delay authorized by the Owner pending resolution or disputes, and such delay extends the completion date, the Substantial Completion shall be extended by Change Order for such reasonable time as the Construction Team may determine.

- 10.2.2 All change orders must indicate that the Contract Time for Completion is not changed or is either increased or decreased by a specific number of days. The previous Time for Completion and, if there is one, the new Time for Completion must be stated. The Construction Manager must provide written justification for an extension of the Time for Completion to the Architect/Engineer and to the Owner. The written justification must demonstrate an anticipated actual increase in the time required to complete the Work beyond that allowed by the Contract as adjusted by prior change orders or amendments to the Contract, not just an increase

or decrease in the time needed to complete some portion of the total Work. No increase to the Time for Completion shall be allowed unless the additional or changed Work increases the length of the critical path. Approved increases in time required to complete the Work shall be added to the Time for Completion. Decreases in time as a result of the change order shall be demonstrated by a decrease in the critical path of the Work if CPM scheduling is properly used and updated by the Construction Manager. If no CPM is used the Owner shall determine the appropriate decrease by the best means possible. Approved decreases in the time needed to complete the Work shall be deducted from the Contract completion date. The change to time and Contract price allowed by each change order shall include all time and monetary impacts of the change, whether the change order is considered alone or with all other changes during the course of the project. Failure to include a change to time and Contract price in a change order shall waive any change to the time and Contract price unless the parties mutually agree in writing to postpone a determination of the change to time and price resulting from the change order. Such a determination may be postponed not more than forty five (45) days to give the Construction Manager an opportunity to demonstrate a change in the time and price needed to complete the Work.

Only delays which are determined to extend the critical path for the schedule for constructing the Project will result in a time extension. Neither the Owner nor the Construction Manager shall be considered to own the schedule float time.

10.3 Minor Changes in the Project (Realignment of Work)

The Owner and/or Architect/Engineer will have authority to order minor changes in the Project not involving an adjustment in the Guaranteed Maximum Price or an extension of the Construction Completion Date and not inconsistent with the intent of the Drawings and Specifications. Such changes shall be affected by written order. Documentation of changes shall be determined by the Construction Team, and included in the Project Manual. Changes shall be approved by the Project Director, Architect/Engineer. It shall be the Owner's discretion as to whether a Realignment of Work requires the A/E signature. All changes or realignments of work performed within the Guaranteed Maximum Price will not include overhead, profit or General Condition additional costs, since costs are absorbed within the Guaranteed Maximum Price (GMP).

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

ARTICLE 11

## DISCOUNTS

- 11.1 All discounts for prompt payment shall accrue to the Owner to the extent the Cost of the Project is paid directly by the Owner or from a fund made available by the Owner to the Construction Manager for such payments.

To the extent the Cost of the Project is paid with funds of the Construction Manager, all cash discounts shall accrue to the Construction Manager. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Project.

## ARTICLE 12

### PAYMENTS TO THE CONSTRUCTION MANAGER

- 12.1 Monthly Statements - The Construction Manager shall submit to the Owner a sworn statement along with the Certificate for Payment, showing in detail all monies paid out, cost accumulated or costs incurred on account of the Cost of the Project during the previous period and the amount of the Construction Manager's fees due as provided in Article 8. This data shall be attached to the Certificate for Payment Form shown in **Attachment "N"**, and shall include, but not be limited, to the following:

- Daily Reports;
- Updated Project Schedule;
- Daily Red line As-Builts review;
- Provide a billing report with each payment application that shows a breakdown of costs incurred by line item. This report should correspond with the amounts being charged on the Schedule of Values.
- Provide backup copies of all invoices that the County is being billed for, including vendor invoices, payments to subcontractors, cell phone statements, insurance, petty cash receipts, etc. These invoices should be coded by the line item that they correspond to on the billing report and Schedule of Values.
- Provide backup copies and documentation of all costs incurred under General Conditions.
- Provide backup copies of all payroll that details which labor amounts were paid to whom on a weekly basis.
- Provide copies of all subcontractor agreements.
  - \* The amounts charged on the Payment Application must be accurate and correspond with the total dollar amount of backup provided by the Construction Manager.

Payment by the Owner to the Construction Manager of the statement amount

shall be made in accordance with Florida Statute 218.735.

*Ten percent of each payment shall be held by the OWNER as retainage until 50-percent completion of such Project, which shall be deemed to have occurred when 50% of the GMP, as increased or decreased from time to time, has been expended. At that time, the retainage shall be reduced to 5% and the Construction Manager shall be entitled to request payment or release of up to 50% of the previously withheld retainage amounts, provided the retainage is not the subject of a good faith dispute, the subject of a claim brought pursuant to s. 255.05, Florida Statutes or otherwise the subject of a claim or demand by the OWNER.*

Owner may refuse to certify payment and withhold a Certificate for Payment in whole or in part, in accordance with subsection(s) above, to such extent as may be reasonably necessary to protect the Owner from loss because of:

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

If the Owner is unwilling to certify payment in the amount of the Application for Payment submitted by the Construction Manager, Owner will provide Construction Manager with written reasons for its refusal, within three (3) calendar days. If Construction Manager and Owner cannot agree on a revised amount, Owner will, within one (1) day of the aforesaid notification, promptly issue a Certificate for Payment as to the undisputed amount with respect to which Owner concurs.

- 12.2 Final Payment - Final payment constituting the unpaid balance of the Cost of the Project and the Construction Manager's fee, shall be due and payable in accordance with Florida Statutes after an *acceptable* Certificate of Final Completion has been issued **and all contractual closeout obligations have been met by the Construction Manager**. Before issuance of final payment, the Construction Manager, subcontractors and agents shall submit original, sworn, notarized statements that all payrolls, material bills, and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty

information is complete, Final As-Builts in AutoCad format acceptable to the Owner, have been submitted and instruction and documentation for the Owner's operating and maintenance personnel is complete.

- 12.3 Payments for Materials and Equipment - Payments will be made for material and equipment not incorporated in the work but insured, itemized, delivered and suitably stored at the site or another location subject to prior approval and acceptance by the Owner on each occasion.
- 12.4 Withholding Payments to Subcontractors - The Construction Manager shall not withhold payments to Subcontractors if such payments have been made to the Construction Manager. Should this occur for any reason, the Construction Manager shall immediately return such monies to the Owner, adjusting pay requests and project bookkeeping, as required.

### ARTICLE 13

#### INSURANCE, INDEMNITY WAIVER OF SUBROGATION

- 13.1 (1) Indemnification - The Construction Manager agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, arising out of or resulting from the performance of the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death or personal injury, or to property damage, including loss of use resulting therefrom, (but not loss of use for which liquidated damages are assessed under the Agreement) and (2) is caused in whole or in part by any negligent act or omission of the Construction Manager, any subcontractor, any of their employees and/or agents in the performance of this contract. The Construction Manager agrees that it will pay the costs of the County's legal defense, including fees of attorneys as may be selected by the County, and shall defend, satisfy, and pay any judgments which may be rendered against the County in connection with the above hold harmless agreement. The Construction Manager acknowledges specific consideration has been received for this hold harmless/indemnification provision.
- (2) The Owner shall cause any other Construction Manager who may have a contract with the Owner to perform construction or installation work in the area where work will be performed under this Agreement, to agree to indemnify the Owner and the Construction Manager and hold them harmless from all claims for bodily injury and property damage (other than property insured under Paragraph 13.2(3)) that may arise from the Construction Manager's operations.

Loss Deductible Clause - Brevard County Board of County

Commissioners shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Construction Manager and/or Subcontractor providing such insurance.

### 13.2 Insurance

- (1) The Construction Manager shall not commence any construction work in connection with this Agreement until the Construction Manager has obtained all of the following types of insurance and such insurance certificate(s) have been submitted to the Owner and have been approved by the Owner, nor shall the Construction Manager allow any Subcontractor to commence work on his subcontract until all insurance required of the Subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida.
- a. Worker's Compensation - Provide Worker's Compensation Insurance on behalf of all employees who are to provide a service for this project, as required under Florida Laws.
  - b. Commercial General Liability - Including but not limited to bodily injury, property damage and personal injury with limits of not less than \$1,000,000.00 combined single limit per occurrence, including products and completed operations, to include:
    - 1. "XCU" (Explosion, Collapse, Underground Damage) - The Construction Manager's Liability Policy shall provide "XCU" coverage.
    - 2. Property Damage Coverage, Products and Completed Operations Coverage - The Construction Manager's Liability Policy shall include Property Damage Coverage, Products and Completed Operations Coverages.
    - 3. Contractual Liability Work Contracts - The Construction Manager's Liability Policy shall include Contractual Liability Coverage designed to protect the Construction Manager for contractual liabilities assumed by the Construction Manager in the performance of this Agreement.
  - c. Automobile Liability - Including bodily injury, property damage liability for all vehicles owned, hired, leased and non-owned with limits of not less than \$1,000,000.00 combined single limit, per accident.

- d. Performance and Payment Bonds - With limits of not less than 100% of the total construction cost of this project. Payment and Performance Bond shall be recorded in the official record of the County in which the project is located. These bonds shall remain in effect at least until one (1) year after the date when the final payment is approved. Any bonding company submitting a Bid Bond, Performance Bond or Payment Bond to Brevard County must be licensed to transact a fidelity and surety business in the State of Florida, and hold a Certificate of Authority from the Secretary of the Treasury under Act of Congress, approved by July 30, 1947 (U.S.C. 613), and approved by Brevard County. Acceptable surety companies shall be licensed to do business in Florida and shall have an A.M. Best Rating of "A-" and financial size V or higher.
- e. Builder's Risk Coverage - The Construction Manager shall take out and maintain during the life of this Agreement a "Builder's Risk Policy" completed value form as a cost of the Project, issued to provide coverages on an "all risk" basis including theft. This coverage shall not be lapsed or canceled because of partial occupancy by the Owner prior to final acceptance of the Project.

The Construction Manager shall require each of his Subcontractors to procure and maintain insurance during the life of the respective subcontracts.

- (2) Certificate of Insurance - The Owner shall be furnished proof of coverage of Insurance as follows:

Certificate(s) of Insurance will be furnished to the Owner within five (5) days of Notice to Proceed. These shall be completed and signed by the authorized Resident Agent, and shall be dated and show:

- (1) The name of the insured Construction Manager, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.
- (2) The General Liability and Auto Liability certificates of insurance shall indicate that the policies have been endorsed to cover the County as an additional insured to the extent of liability assumed by the Construction Manager under this Agreement, and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.
- (3) The insurance coverages enumerated above constitute the minimum requirements and shall in no way lessen or limit the liability of the Construction Manager under the terms of the

Contract.

\*Certificates of Insurance shall be submitted to the Owner within five (5) days of Notice to Proceed, and no work shall commence on site until all submitted Certificates of Insurance are acceptable to the Owner.

### 13.3 Waiver of Subrogation

- 13.3.1 The Owner and the Construction Manager waive all rights against each other, for damages caused by perils covered by insurance provided under Article 13.2 to the extent covered by such insurance except such rights as they may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all Subcontractors and their Sub-subcontractors.
- 13.3.2 The Owner and Construction Manager waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.
- 13.3.3 The Owner waives subrogation against the Construction Manager on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.
- 13.3.4 If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Owner of such policies will cause them to be so endorsed. Failure to obtain proper endorsement nullifies the waiver of subrogation.

## ARTICLE 14

### TERMINATION OF THE AGREEMENT AND OWNER'S RIGHT TO PERFORM CONSTRUCTION MANAGER'S OBLIGATION

- 14.1 Termination by the Construction Manager - If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Construction Manager, or if the Project should be stopped for a period of thirty (30) days by the Owner, then the Construction Manager may, upon seven (7) days written notice to the Owner, request undisputed payment for all work

executed, the Construction Manager's fee earned to date, and for any proven loss sustained upon any materials, equipment, tools, construction equipment, and machinery, including reasonable profit, damages and terminal expenses incurred by the Construction Manager.

14.2 Owner's Right to Perform Construction Manager's Obligations and Termination by Owner for Cause -

- (1) If the Construction Manager fails to perform any of its obligations under this Agreement, the Owner may, after seven (7) days written notice during which period the Construction Manager fails to perform such obligations, make good such deficiencies. The GMP, or the actual cost of the Project, whichever is less, shall be reduced by the cost to the Owner to making good such deficiencies and the Construction Manager's Construction Phase Fee shall be reduced by an amount required to manage the making good of such deficiencies.
- (2) If the Construction Manager is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials and fails to maintain an established schedule (failure to maintain schedule shall be defined as any activity on the critical path that falls forty-five (45) days or more behind schedule) which has been adopted by the Construction Team, or if he fails to make prompt payment to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Agreement, then the Owner may, without prejudice to any right or remedy and after giving the Construction Manager and his surety, if any, seven (7) days written notice, during which period Construction Manager fails to cure the violation, terminate the employment of the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Construction Manager, and may finish the Project by whatever method he may deem expedient. In such case, the Construction Manager shall not be entitled to receive any further payment until the Project is finished nor shall he be relieved from his obligations assumed under Article 7. Reasonable termination expenses incurred by the Owner may be deducted from any payments left owing the Construction Manager (excluding monies owed the Construction Manager for subcontract work).

14.3 Termination by Owner for Convenience

- (1) If the Owner terminates this Agreement other than pursuant to

Article 14.2(2) or Article 14.3(2), he shall reimburse the Construction Manager for any unpaid cost of the Project due him under Article 9, plus that part of the unpaid balance of the Construction Phase Fee in an amount as will increase the payment on account of his fee to a sum which bears the same ratio to the Construction Phase Fee as the Cost of the Project at the time of termination bears to the Guaranteed Maximum Price, if established, otherwise to the Owner's Construction Budget. The Owner shall also pay to the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained. In case of such termination of Agreement the Owner shall reimburse the Construction Manager for obligations and commitments made before notice of termination was received by the Construction Manager.

- (2) After the establishment of the Guaranteed Maximum Price or at the completion of the Construction Phase, if the final cost estimates or lack of legislative funding make the Project no longer feasible from the standpoint of the Owner, the Owner may terminate this Agreement and pay the Construction Manager his proportionate fee due in accordance with Article 8.1, plus any costs incurred pursuant to Articles 9 and 10.
- (3) Any termination by Owner for cause which is later determined to be invalid shall be considered a termination by Owner for convenience.

## ARTICLE 15

### ASSIGNMENT AND GOVERNING LAW

- 15.1 Neither the Owner nor the Construction Manager shall assign his interest in this Agreement without the written consent of the other except as to the assignment of proceeds.
- 15.2 This Agreement shall be governed by the Laws of the State of Florida.
- 15.3 Venue and Attorney's Fees: Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida. In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs and any trial shall be non-jury.
- 15.4 Severability: If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired.

## ARTICLE 16

### NOTICE OF CLAIM: WAIVER OF REMEDIES; NO DAMAGES FOR DELAY; DISPUTE RESOLUTION

16.1 The Owner's liability to Construction Manager for any claims arising out of or related to the subject matter of this contract, whether in contract or tort, including, but not limited to, claims for extension of construction time, for payment by the Owner of the costs, damages or losses because of changed conditions under which the work is to be performed, or for additional work, shall be governed by the following provisions:

- (a) All claims must be submitted as a Request for Change Order in the manner as provided herein;
- (b) If the Construction Manager claims that any instructions given to him by the Architect/Engineer or by the Owner, by drawings or otherwise, involve extra Work not covered by the Contract and not discoverable with a review of the plans and specifications, then, except in emergencies endangering life or property, Construction Manager shall give the Architect/Engineer and the Owner written notice thereof before proceeding to execute the Work. Said notice shall be given promptly enough to avoid delaying the Work and in no instance later than twenty (20) calendar days after the receipt of such instructions.

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

- (c) Within ten (10) days of submitting its Notice of Claim, the Construction Manager shall submit to the Owner its Request For Change Order, which shall include a written statement of all details of the claim, including a description of the work affected. Within thirty (30) days from the Notice of Claim the Construction Manager shall submit a detailed schedule impact and detailed cost analysis indicating quantities, unit prices, etc. establishing the basis for the amount of the claim.

The Construction Manager agrees that the Owner shall not be liable for any claim that the Construction Manager fails to submit as a Request for Change Order as provided in this section.

16.2 After receipt of a Request for Change Order, the Owner, in consultation with the Architect/Engineer, shall deliver to the Construction Manager its written determination of the claim. As to disputed matters subject to the determination by final Owner action (not actions for breach of contract or tort) the Owner's written

decision following compliance with the dispute resolution procedure set forth in sections 16.4 through 16.6 below shall be final Owner action.

- 16.3 For work the Construction Manager performs with its own forces, and in addition to the adjustments provided for in Article 8, the Construction Manager's exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or the Architect/Engineer, including claims based on breach of contract or negligence, shall be a claim submitted in compliance with Article 16.1 above, for an extension of the scheduled construction time. In the event of a change in such work that will modify the GMP, the Construction Manager's claim for adjustment in contract sum are limited exclusively to its actual costs for such changes, including costs involved in claim preparation, plus five percent (5%) overhead, five percent (5%) profit and a two percent (2%) bond in the General Conditions. The Construction Manager expressly agrees that the foregoing constitute its sole and exclusive remedies for delays and changes in such work, and eliminate any other remedies for claim for increase in the contract price, delays, changes in the work, damages, losses or additional compensation.
- 16.4 In the event of any dispute over a proposed change order or any other matter arising out of the implementation or interpretation of this contract the following dispute resolution process shall apply.
- (a) Within three (3) days after denial of a contractor's change order or contract modification request in an amount, individually or in total, less than the authorized purchasing level approved for the County Manager by the County Commission (currently at \$100,000) the contractor may submit to the County Manager or a designee with experience in the oversight of construction projects for a department or business other than the department responsible for monitoring the disputed request, documentation of the contractor's position in the dispute or disagreement. The County Manager or designee, within five (5) days after the receipt of the contractor's documentation, shall review the request and make a final determination as to whether denial was arbitrary or capricious based upon the sufficiency of the work under the terms of the contract, applicable regulations and relevant construction standards. Based upon the sufficiency and degree of completion, as well as any defects in the work and the amount reasonably required, if any, to correct or repair defective work, the reviewer shall make the final determination as to whether a written change order or contract modification should be approved by the County Manager.
  - (b) If the denied request or disputed amount exceeds the County Manager's purchasing authority, the County Manager shall present a report, recommendation and the contractor's claim and documentation, to the County Commission for a final determination within thirty (30) days after

receiving the contractor's documentation for the claim. The Commission shall make its decision using the standards specified in subparagraph (a) above.

- 16.5 Within thirty (30) days after denial of a request for a change order or contract modification by the project manager or engineer involving (1) an amount in excess of the County Manager's expenditure authority or (2) for the amount the contractor claims to be due at the time the project is ready for beneficial use or occupation, the County may, at the County's option in lieu of the procedure specified in subparagraph 16.4, submit the dispute to a mediator with knowledge or experience in construction management, as agreed upon by the parties. Upon referral to a mediator, the County and contractor shall each pay half the estimated cost of the mediator, up front. Within fifteen (15) days after the date of submittal, the mediator, applying the standards set forth in subparagraph 16.4, shall investigate the dispute and submit a written recommendation for disposition of the dispute to the County Manager or a designee with the qualifications specified in subparagraph 16.4. Within fifteen (15) days after receiving the mediator's recommendation, the County Manager shall submit the recommendation to the County Commission, along with a staff report analyzing the dispute and mediator's recommendation. Based on the standards set forth in subparagraph 16.4 above, the Commission shall decide whether to grant or deny, in whole or in part, the amounts recommended by the mediator. The Commission's decision will be deemed final action on the disputed claim for the purposes of ripening the decision for judicial review. If the mediator recommends that no change order or contract modification be granted, the contractor shall reimburse the county for any amounts paid by the county to the mediator.
- 16.6 The deadlines for completing the dispute resolution process described in subparagraphs 16.4 and 16.5 may be extended by mutual agreement of the contractor and the county.

## ARTICLE 17

### OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

- 17.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Construction Manager claims that a delay or additional cost is involved

because of such action by the Owner, the Construction Manager shall make such claim as provided in this Agreement.

- 17.2 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Construction Manager, who shall cooperate with them. The Construction Manager shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Construction Manager shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Construction Manager, separate contractors and the Owner until subsequently revised.
- 17.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Construction Manager under the Conditions of the Contract.
- 17.4 The Construction Manager shall afford the Owner, and separate contractors, reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with the Construction Manager, as required.
- 17.5 If part of the Construction Manager's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Construction Manager shall, prior to proceeding with that portion of the Work, promptly report to the Architect/Engineer or Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Construction Manager to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Construction Manager's Work, except as to defects not then reasonably discoverable.
- 17.6 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible thereof.
- 17.7 The Construction Manager shall promptly remedy damage wrongfully caused by the Construction Manager to completed or partially completed construction or to property of the Owner or separate contractors.

#### ARTICLE 18

#### MISCELLANEOUS

- 18.1 Interest - Any monies not paid when due to either party under this contract shall not bear interest except as may be required by Section 218.70 et seq., Florida Statutes, ("The Florida Prompt Payment Act").
- 18.2 Harmony - Construction Manager is advised and hereby agrees to exert every reasonable and diligent effort to assure that all labor employed by Construction Manager and his Subcontractors for work on the Project shall work in harmony with and be compatible with all other labor being used by building and Construction Managers now or hereafter on the site of the Project.
- Construction Manager further agrees that this provision will be included in all subcontracts of the Subcontractors as well as the Construction Manager's own contract; provided, however, that this provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.
- 18.3 Apprentices - If the Construction Manager employs apprentices on the project, the behavior of the Construction Manager and the Owner shall be governed by the provision of Chapter 446, Florida Statutes, and by applicable standards and policies governing apprentice programs and agreements established by the Division of Labor of the State of Florida Department of Labor and Employment Security. The Construction Manager will include a provision similar to the foregoing sentence in each subcontract.
- 18.4 Minority Participation - The Construction Manager shall *diligently attempt* to award his material contracts, subcontracts and sub-subcontracts to firms having a letter of certification as a minority business from the "Office of Minority Business Assistance, Department of General Services, or any other Federal, Florida County or City certification.
- 18.5 Minority Employment Information - The Board of County Commissioners requires construction contracts, who would otherwise be required to file and EEO Form 1 Report under Federal Law (currently Federal law requires filing for employers with more than 15 employees), to submit an EEO Form 1 Report with the submission of their GMP. This requirement extends to any subcontractors who are required to submit the EEO Form 1 Report (over 15 employees) under Federal law. Failure to submit an EEO Form 1 Report with your GMP will be reason to declare your proposal "non-responsive" to the proposal requirements. However, the information will be used for statistical purposes only and will not be used in any way as a basis to award a contract. See **Attachment "O"**.
- 18.6 Public Entity Crime Affidavit attached as **Attachment "P"**.
- 18.7 Non-Collusion Affidavit of Prime Bidder attached as **Attachment "P"**.

18.8 Copyright Clause No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the Owner, under this agreement shall be subject to copyright by Contractor in the United States or any other Country.

18.9 Scrutinized Companies

(a) Construction Manager certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Owner may immediately terminate this Agreement at its sole option if the Construction Manager or its subcontractors are found to have submitted a false certification; or if the Construction Manager, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

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

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

(d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then this section shall become inoperative.

18.10 Independent Contractor - It is understood that the Construction Manager is an independent contractor in the performance of this Agreement and not an employee of the Owner. Nothing contained herein shall be construed to imply an employment, joint venture or principal-and-agent relationship between the parties; and neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other. The Construction Manager shall not be entitled to participate in any plans, benefits or distributions intended for the Owner's employees. The Construction Manager agrees that the Owner will make no deductions from any compensation paid to the Construction

Manager for, and the Construction Manager shall have full and exclusive liability for, the payment of any taxes and/or contributions for unemployment insurance, workers' compensation or any other employment-related costs or obligations, related to the provision of the Services.

- 18.11 Unauthorized aliens - The Owner shall consider the employment by the Contract Manager of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Construction Manager/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Contract Manager shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- 18.12 Compliance with Federal, State and Local Laws - The Contract Manager and all its subcontractors and agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Contract Manager shall include this provision in all subcontracts issued as a result of this Agreement.
- 18.13 Anti-Discrimination - No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- 18.14 Survival -The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.
- 18.15 **Employment Eligibility Verification (E-Verify)**
- (a) The Construction Manager:
- (1) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Construction Manager during the term of this Agreement; and
- (2) shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement; and
- (3) agrees to maintain records of its participation and compliance

with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Owner consistent with the terms of the Construction Manager's enrollment in the program. This includes maintaining a copy of proof of the Construction Manager's and subcontractors' enrollment in the E-Verify Program.

(b) Compliance with the terms of this section is made an express condition of this Contract and the Owner may treat a failure to comply as a material breach of this Agreement.

(c) A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E verify program, the contractor hires or employs a person who is not eligible for employment.

(d) Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

18.16 Effective Date: The effective date of this Agreement means the date on which the last of the parties hereto executes this Agreement.

N WITNESS WHEREOF, BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter called the "OWNER") by resolution of its authorized body and directing the same during adoption of Final Budgets for FY2018-2019, Resolution No. 18-122, Public Hearing meeting thereof, duly called and held in the County of Brevard, Florida on 11th day of September, 2018, has caused these presents to be signed and its corporate seal to be hereunto affixed, attested by the Brevard County Clerk of the Courts and Canaveral Construction Co., Inc. herein before called "CONTRACTOR") has caused these presents to be signed by its President and its Corporate seal to be hereunto affixed, as hereinafter attested, all as of the last day and year written below.

ATTEST:



Scott Ellis, Clerk

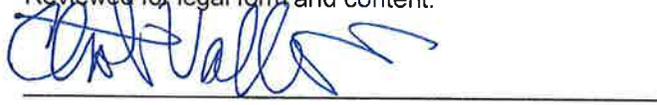
BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

By:   
Kristine Isnardi, Chair

As approved by the Board on September 11, 2018.

This Date of July 9, 2019

Reviewed for legal form and content:

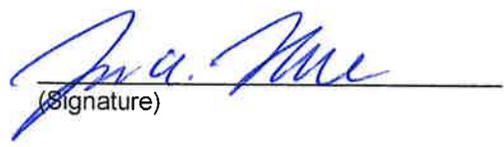


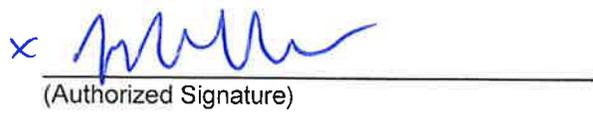
Christine Valliere, Assistant County Attorney

Construction Manager

ATTEST:

CANAVERAL CONSTRUCTION CO., INC.  
(NAME OF FIRM)

  
(Signature)

x   
(Authorized Signature)

JASON A. RADUS  
(Name - Printed or Typed)

MICHAEL R. HARTZKOM  
(Name - Printed or Typed)

PROJECT MANAGER  
(Title)

VICE PRESIDENT  
(Title)

(Corporate Seal)

**ATTACHMENT "A"**

CONSTRUCTION TEAM ASSIGNED REPRESENTATIVES

Owner

Brevard County Solid Waste Management Department

Euripides Rodriguez

Director

David Trafton

Construction Coordinator

Architect-Engineer

**Neel-Schaffer, Inc.**

2301 Lucien Way, Suite 300

Maitland, FL 32751

Construction Manager

J. David Nash

President

Mike Harkcom

Vice President/Principal-In-Charge

Jason Radle

Project Manager

Dirk Neuerburg

Project Administrator

Allan Nash

Project Superintendent

Lee Koepke

Estimator/Cost Control

Jason Radle

Schedules

## **ATTACHMENT "B"**

### PROJECT SCOPE OF WORK

Renovation of the existing old Vehicle Maintenance Facility to repurpose the structure for use as a storage facility. The building will undergo a renovation of bathroom, a portion of the roofing structure, fire protection system, electrical, and air conditioning.

## ATTACHMENT "C"

### DIRECT PURCHASING PROCEDURE CONSTRUCTION MANAGEMENT AGREEMENT

INTENT: The Owner of this Project, Brevard County, Florida, intends that these procedures govern the County's direct purchases of selected materials so that the County may take advantage of its tax exempt status. All monies which would have been payable as taxes, if not for Owner direct purchase under these procedures, will inure solely to the benefit of the Owner. The Owner's direct purchase of materials will not minimize or conflict with the Construction Manager's responsibility for the purchase, installation, coordination, storage, protection, warranty, etc. of the materials as described herein and in the plans and specifications of the Contract.

Definitions: For the purpose of these Procedures, the following words have the following definitions.

- a) Contract: Construction Management Agreement by and between Construction Manager and Brevard County Board of County Commissioners, Viera, Florida for the construction of the Brevard County Solid Waste Management Central Disposal Facility Parking Improvements.
- b) County Purchased Materials: Materials purchased directly by the Owner through execution and delivery of a Purchase Order.
- c) GMP - Guaranteed Maximum Price established under the Contract.
- d) Materials: Tangible Personal Property necessary for completion of the Project.
- e) Materials Deduction Summary: Written document signed by Owner's representative and Construction Manager setting forth the amounts of County Purchased Materials, plus applicable taxes were the purchase not exempt from such taxes, as reflected in the parties' previously executed deductive change order(s) to the Contract showing deduction of such Materials from the GMP.
- f) Owner: See Definition in Article I, section 1.3.
- g) Owner's Representative: See Definition in Article I, section 1.3.
- h) Project: See Definition in Article I, section 1.3.
- i) Purchase Order: The Owner's request for Materials from a particular vendor or supplier when fully executed and delivered to the Construction Manager, and the Owner's promise to pay for the Material specified upon delivery and acceptance at the Project Site, and presentation of an invoice by the Construction Manager to the Owner certifying payment of same.
- j) Material Requisition: A request by the Construction Manager to the Owner that the Owner directly purchase specific items described in sufficient detail, including

quantity, grade, brand, etc., along with the vendor or material supplier and that vendor or material supplier's quoted price for the Materials.

Overview: The Owner requires the Construction Manager (hereinafter, "Manager") to notify the Owner's Representative of Materials needed for the Project exceeding \$5,000.00 in value, through a Material Requisition form. For the purpose of these Procedures, the Manager will assign to the Owner any rights the Manager may have under quotes, contracts or commitments received from the particular vendor or supplier for the Materials described in the Material Requisition. Any Materials purchased by Owner pursuant to these Procedures shall be referred to as "County Purchased Materials", and the responsibilities of the Owner and Manager relating to such County Purchased Materials shall be governed by the terms and conditions of these Procedures, which shall take precedence over other conditions and terms of the Contract Documents where inconsistencies or conflicts exist. The invoiced amount of County Purchased Materials and applicable sales tax had the purchases not been tax exempt, once finalized through the Owner's Purchase Order and after confirmation of completed delivery and acceptance pursuant to this Procedure, will be deducted from the GMP, as defined in the Contract, by deductive change order.

Owner Direct Purchasing Requirements and Procedures: When a Materials purchase for the Project is estimated to be \$5,000 or greater and time will allow for an Owner Direct Purchase, Manager shall prepare a Material Requisition form, *(to be provided by the Owner)*, acceptable to Owner, and which specifically identifies the Materials which Owner may, in its discretion, elect to purchase directly. The Material Requisition form shall be complete when submitted, and all information requested provided. Along with the Material Requisition the Construction Manager must provide:

- a) The name, address, telephone and fax number and contact person for the material supplier;
- b) Manufacturer or brand, model or specification number of the item;
- c) Quantity needed as estimated by Manager;
- d) The price quoted by the supplier for the Materials identified therein;
- e) Any sales tax associated with such quote if it were not purchased by a tax exempt entity;
- f) Shipping and handling cost, including associated insurance;
- g) Delivery dates as established by the Manager;
- h) Subcontractor's written acknowledgment of these Procedures for Owner Direct Purchase of Materials.

After receipt of the Material Requisition, the Owner's Representative will determine whether the Owner will directly purchase the Materials described in the Material Requisition, and communicate consent or decline to purchase the materials to the Manager within twenty four (24) hours. Brevard County's Purchasing Division shall be the Owner's approving authority on Purchase Orders of County Purchased Materials. If the Owner consents to purchase the Materials, the Owner shall issue a Purchase Order for same. The Owner shall issue the original Purchase Order, and the Manager shall deliver the Purchase Order to the subcontractor. The Purchase Order shall require (1) that the supplier provide the required shipping, (2) that the supplier provide the required shipping and handling insurance, and (3) delivery of the County Purchased Materials on the delivery dates provided by the Manager in the Material Requisition.

The Manager shall be fully responsible for all matters relating to the receipt of County

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

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

If the Manager discovers defective or non-conformities in County Purchased Material upon inspection, the Manager shall not use such non-conforming or defective Materials in the Work and instead shall promptly notify the Owner of the defective or non-conforming conditions and coordinate the repair or replacement of those Materials without any undue delay or interruption to the Project. All repair, maintenance or damage-repair calls shall be forwarded to the Manager for resolution with the appropriate supplier, vendor, or subcontractor. If the Manager fails to perform such inspection, the condition of which the Manager either knew or should have known by performance of an inspection, Manager shall be responsible for all damages to the County resulting from Manager's incorporation of such Materials into the Project, including liquidated or delay damages.

On a bi-weekly basis, Manager shall be required to review invoices submitted by all suppliers of County Purchased Materials delivered to the Project Site during that month and either concur or object to the Owner's issuance of payment to the suppliers, based on Manager's records of materials delivered to the site. In order to arrange for the prompt payment to the supplier, the Manager shall provide to the Owner a list indicating the acceptance of the goods or materials within fifteen (15) days of receipt of said invoice for goods or materials. The list shall reference the applicable purchase order and include a copy of the invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the Owner. Upon receipt of the appropriate documentation in duplicate, the Owner shall prepare a check drawn to the supplier based upon the receipt of data provided. This check will be delivered directly to the supplier. If any discounts are available from the supplier or vendor, they shall accrue to the benefit of the Owner, and the amount quoted by the vendor, plus applicable tax, shall be deducted from the GMP. The Manager agrees to assist the Owner to immediately obtain partial or final releases or waivers as appropriate.

Following performance of the Purchase Orders by the suppliers, and submittal of documentation confirming same to Owner with an invoice for payment by Owner, the Manager shall execute and deliver to the Owner at the end of each month along with the Manager's regular pay requests, a Materials Deduction Summary setting forth the full value of all County Purchased Materials, plus all taxes which would have been payable on the purchase of the Materials had they not been Owner purchased. The Materials Deduction Summary shall show all sums to be deducted by an appropriate deductive change order, and ultimately the GMP, to date. The Board of County Commissioners, or their authorized representative, shall be the approving authority for the Owner on the Materials Deduction Summary for County Purchased Materials.

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

Notwithstanding the delivery of County Purchased Materials to the Project Site for the Manager's inspection, custody and incorporation into the Work, the Owner shall retain legal and equitable title to any and all County Purchased Materials. The transfer of possession of County Purchased Materials from the Owner to the Manager shall constitute a bailment for the mutual benefit of the owner and the Manager solely for the purposes set forth herein. The Owner shall be considered the bailer and the Manager the bailee of the County Purchased Materials. County Purchased Materials shall be considered returned to the Owner for purposes of their bailment at such time as they are incorporated into the Project or are returned to the vendor or supplier at the discretion of the Manager prior to payment for the Purchase Order by Owner.

The Owner shall purchase and maintain Builder's Risk Insurance sufficient to protect against any loss or damage to County Purchased Materials. Such insurance shall cover the full value of any County Purchased Materials not yet incorporated into the Project from the time the Owner first takes title to any of such County Purchased Materials and the time when the last of such County Purchased Materials is incorporated into the Project, or are returned to the vendor at the Manager's discretion prior to Owner's payment for same.

The Owner shall in no way be liable for any interruption or delay in the Project, for any defects or other problems with the Project, or any extra costs or time resulting from any delay in the delivery of, or defects in, County Purchased Materials.

**ATTACHMENT "D"**

**DRAWINGS AND SPECIFICATIONS**

**Drawings:**

**Neel-Schaffer –CENTRAL DISPOSAL FACILITY CDF STORAGE BUILDING  
IMPROVEMENT Cover Sheet. Dated: February 2019**

**Specifications:**

**CDF Storage Building Improvements Specifications  
CDF Storage Building Improvements Product Approvals**

**ATTACHMENT "E"**

**CONSTRUCTION MANAGER'S  
PRELIMINARY CONSTRUCTION SCHEDULE**

## Milestone Schedule

1. NTP issued to begin procurement and contacts - July 8, 2019
  2. Construction start – September 1, 2019 – September 15, 2019
  3. Substantial Completion – December 8, 2019
  4. Punch list and close out – December 8 – February 6, 2020
  5. Final Completion- 60 days- February 6, 2020
-

**ATTACHMENT "F"**

**ORDINANCE 98-37**

AN ORDINANCE AMENDING CHAPTER 2 OF THE BREVARD COUNTY CODE TO CREATE ARTICLE VII, A PROCEDURE FOR PREQUALIFYING CONSTRUCTION CONTRACTORS, FOR COMPETITIVE BIDDING CRITERIA AND FOR DEBARMENT OF CONSTRUCTION CONTRACTORS AND SURETIES; PROVIDING FOR ALTERNATIVE CONSTRUCTION DELIVERY METHODS; PROVIDING FOR PREQUALIFICATION AND COMPETITIVE BIDDING CRITERIA, PROCEDURE, AND FOR A STANDARD OF PROOF; PROVIDING FOR EDITING OF THE ORDINANCE FOR INCLUSION WITHIN THE BREVARD COUNTY CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 255.20, Fla. Stat. (1997) requires that standards and procedures for determining the lowest qualified and responsive bidder or award of a construction contract under any delivery method be established if a bidder is selected for any reason other than price; and

WHEREAS, the Board has determined that it is in the public's best interest to provide such standards and procedures so that the Board may select the most qualified and responsive bidder; and

WHEREAS, the Board has determined that it is in the public's best interest to prevent construction firms and sureties who have defaulted on a previous contract with the County from future bidding on County projects through a debarment procedure;

THEREFORE, be it ordained by the Board of County Commissioners of Brevard County, Florida as follows:

Section 1: Chapter 2 of the Brevard County Code shall be amended to create Article VII as follows:

1. DEFINITIONS: The following words shall have these meanings throughout this article:

"AFFECTED PARTY" means an individual or business which has submitted a bid, offer, proposal, quotation, or response which is rejected, or is found unqualified under the provisions of this article, or which would be selected if a low bidder was found unqualified or nonresponsive.

"BOARD" means the Board of County Commissioners of Brevard County, Florida.

"COMMITTEE" means two or more persons designated to evaluate prequalification and responsiveness criteria. Committees established by the County Manager may be intradepartmental, or include representatives of several departments interested in the administration and success of the construction project.

"DEBARMENT" means the exclusion for cause of a vendor or contractor, or subcontractor from bidding or doing business with the County on a temporary or permanent basis.

"MINOR IRREGULARITY" means a variation from the Invitation to Bid which does not affect the price of the bid, or give the bidder an advantage or benefit not enjoyed by other bidders, or does not adversely impact the interests of the agency.

"QUALIFIED BIDDER" means an individual or business which has submitted a bid, offer, proposal, quotation, or response, which has the capability in all respects to fully perform the contract requirements, and has the financial stability, honesty, integrity, skill, business judgement, experience, facilities and reliability necessary to give reasonable assurance of good faith and performance.

"REQUEST FOR QUALIFICATION" ("RFQ") means the process by which the County may prequalify individuals or businesses for a particular project before requesting bids for the project, thereby limiting the pool of bidders to these prequalified.

"RESPONSIVE BIDDER" means an individual or business which has submitted a bid, offer, proposal, quotation, or response, which conforms in all material respects to the solicitation, including but not limited to compliance with the submittal of specified insurance and bond requirements.

1. Any County contract for the construction or improvement of a public building, structure, or other public construction work that is estimated in accordance with general accounting principles to have construction costs of more than fifty thousand dollars (\$50,000.00) shall be competitively awarded to the lowest, qualified and responsive bidder in accordance with this article, unless the project (1) fits within exceptions set forth in s. 255.20, Fla. Stat., as amended from time to time, (2) is a contract governed by the Consultant's Competitive Negotiation Act, or (3) is awarded under another contract delivery method authorized by this article. Nothing in this article shall be construed to require competitive award of every County construction work, nor to prohibit the Board from rejecting all bids if competitively bid, or to prevent the Board from waiving minor irregularities in any bid.
2. (a) Potential lump sum bidders responding to a request for qualifications are required to submit information required by this article and as identified in the RFQ

package. A committee identified in the RFQ package will determine whether a potential bidder is qualified and responsive as defined in this article.

(b) For projects advertised for lump sum bid without prior prequalification, the apparent low bidder, after the formal bid opening, will be required to submit the following prequalification information identified in the bid package within five (5) business days after the bid opening. Failure to provide prequalification information within this time frame may be considered as grounds for finding the apparent low bidder nonresponsive. If the apparent low bidder cannot provide adequate documents for review, or the submitted documents indicate the apparent low bidder or any subcontractors are not qualified, or if the bidder's package is determined to be nonresponsive, the Committee will reject the bidder or any of its subcontractors. In the event the bidder is found unqualified or non-responsive, the apparent second low bidder will be contacted and afforded the previous mentioned five (5) days to submit pre-qualification documents. This process will continue until the lowest qualified and responsive bidder is established. In the event that a subcontractor is found unqualified or non-responsive, the potential bidder or prime contractor will have five (5) business days to submit a substitute subcontractor for the same bid price or withdraw the original bid.

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

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

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

(d) At the completion of each competitively awarded County construction project, the County department which administered the construction contract shall

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

3. Potential bidders, the apparent lowest bidder, or the person providing services under any other contract delivery method, and applicable subcontractors identified in the bid or request for qualification package for any County construction project which is to be competitively awarded shall be evaluated to determine whether the bidder and its subcontractors are qualified. In evaluating qualifications, the County shall consider the following information:

- A Contractor's Pre-Qualification Statement for the prime contractor and subcontractors performing parts of work identified in the bidding documents as critical to the project's success. The Pre-Qualification Statement shall be provided on a form to be established by the County Manager;
- Most current financial statement, but not more than one (1) year old, indication of bondability, or, if project is under \$100,000, other evidence of financial capability as identified in the bid documents;
- Resumes of Contractor and Subcontractor's key personnel, including project manager and superintendent levels, showing job history, education related to work to be performed and any license, training, and experience related to the work which that individual will perform;
- List of subcontractors and suppliers, and items of work to be performed by the Contractor's own work force;
- County evaluations of the performance on County projects;
- References obtained from individuals or businesses with whom the contractor or subcontractor has performed work or conducted business;
- Any other relevant qualifications, data or information identified in the bidding documents to be critical to the success of the project.

4. The County Manager will establish committees which may debar a contractor, contractor's key personnel, contractor's surety, subcontractor and subcontractor's key personnel, or any entity which key personnel are later employed or retained by in a supervisory position, from bidding on any County project under the circumstances enumerated below. The decision to disbar is

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

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

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

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

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

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

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

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

the other provisions shall remain in full force and effect.

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

**ATTACHMENT "G"**

**PUBLIC CONSTRUCTION PAYMENT BOND**

BY THIS BOND, We \_\_\_\_\_ as Principal and \_\_\_\_\_, a corporation as Surety, are bound to Brevard County Board of County Commissioners, Brevard County, Florida, herein called Owner, in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), for payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THE CONDITIONS OF THIS BOND are that if Principal:

1. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract dated \_\_\_\_\_, 20\_\_\_\_, between Principal and Owner for construction of \_\_\_\_\_, the contract being attached hereto and made a part of this bond by reference, in such time and without delay, and in the manner prescribed in the contract; and
  2. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract, then this bond is void; otherwise it remains in full force.
- Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract does not affect Surety's obligation under this bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witness:

\_\_\_\_\_

\_\_\_\_\_  
Principal Seal

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

Witness:

\_\_\_\_\_

\_\_\_\_\_  
Surety Seal

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

**ATTACHMENT "H"**

**PUBLIC CONSTRUCTION PERFORMANCE BOND**

BY THIS BOND, We \_\_\_\_\_, as Principal and \_\_\_\_\_, a corporation as Surety, are bound to Brevard County Board of County Commissioners, Brevard County, Florida, herein called Owner, in the sum of \_\_\_\_\_ (\$\_\_\_\_\_), for payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THE CONDITIONS OF THIS BOND are that if Principal:

1. Performs promptly, completely and faithfully the contract dated \_\_\_\_\_, 2010 between Principal and Owner for construction of \_\_\_\_\_, the contract being attached hereto and made a part of this bond by reference, in such time and without delay, and in the manner prescribed in the contract including the delivery, execution and performance of any warranty work required by the contract; and
2. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of default by Principal under the contract; and
3. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract does not affect Surety's obligation under this bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witness:

\_\_\_\_\_

\_\_\_\_\_  
Principal Seal

Its: \_\_\_\_\_

Title

Witness:

\_\_\_\_\_

\_\_\_\_\_  
Surety Seal

Its: \_\_\_\_\_

Title

**ATTACHMENT "I"**

**CONSTRUCTION MANAGER'S  
GUARANTEED MAXIMUM PRICE**

**ATTACH HERE**



April 23, 2019

Brevard County Board of County Commissioners  
2725 Judge Fran Jamison Parkway  
Viera, FL 32940

Attention: David Trafton  
Reference: CDF-Storage Building Improvements  
Subject: GMP Pricing Documents

Dear David,

Canaveral Construction Company, Inc is pleased to submit Guaranteed Maximum Pricing (GMP) for the CDF Storage Building located at the Central Disposal Facility in accordance with documents prepared by Island Designs, Inc. and Neel-Schaffer dated February 2019. The cost of work for this project shall be \$ 420,366.00. We recommend maintaining a 5% contingency for the project in the amount of \$19,804.00 to mitigate any unforeseen costs that may occur in the pre-construction or construction phases.

It is expected the project duration would be 12 weeks from issuance of Notice to Proceed and all permits being available. On site construction is anticipated to start between 9/1/19 – 9/15/19.

Please see the following Attachments:

Attachment A	GMP Summary
Attachment B	GMP Detail Sheet
Attachment C	Qualifications/Exclusions

This GMP is valid for 60 days from date above. We look forward to our continued service to Brevard County and a successful project.

Sincerely,

Jason Radle  
Project Manager

## **CDF- Storage Building Improvements**

### **EXCEPTIONS, CLARIFICATIONS AND ASSUMPTIONS TO CONTRACT DOCUMENTS**

#### **Exceptions/Clarifications/Assumptions:**

1. No temporary power included.
2. No temporary air conditioning included.
3. No hazardous material abatement is included.
4. No permit, utility, impact, tap, or other fees are included.
5. No floor finishes except for the men's and women's restrooms.
6. No existing roof work at CDF-Storage Building or CDF-Citizens Drop Off Building.
7. No dump fees from the Brevard County Land Fill for demoed material.
8. No structural steel modifications on existing buildings.
9. Any additional Metal Building repairs will be based on a unit pricing schedule as follows – Metal building siding removal and replacement with no insulation at \$15.00 per square foot, Base angle removal and replacement at \$6.00 per linear foot.
10. Includes standard (1) year warranty for all trades.
11. Painting of the Citizens Drop Off building is not included in this proposal. At the owners option this scope of work can be added under a separate purchase order which will include the appropriate fees. If this work is performed concurrently with the storage building improvements there will not be additional charges for supervision.



**ATTACHMENT "J"**

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

(Insert Form Here)

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

Owner:	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer:	Engineer's Project No.:
Project:	Contract Name:

**This [preliminary] [final] Certificate of Substantial Completion applies to:**

- All Work  The following specified portions of the Work:

**Date of Substantial Completion**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities:  None  As follows

Amendments to Contractor's responsibilities:  None  As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

<b>EXECUTED BY ENGINEER:</b>		<b>RECEIVED:</b>		<b>RECEIVED:</b>	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
(Authorized signature)	Owner (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____	Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____	Date: _____	Date: _____	Date: _____

**ATTACHMENT "K"**

**CERTIFICATE OF FINAL COMPLETION**

PROJECT NO. & TITLE: Brevard County Solid Waste Management Central Disposal Facility  
Parking Improvements

ARCHITECT:

CONTRACTOR:

CONTRACT DATE:

DATE OF FINAL COMPLETION:

**CERTIFICATE OF ARCHITECT/ENGINEER**

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

A/E Firm Name: \_\_\_\_\_ By: \_\_\_\_\_

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

**THROUGH THE SUBSTANTIAL COMPLETION PHASE**

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

**THROUGH THE FINAL COMPLETION PHASE**

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

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

Project Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Facilities Construction Manager: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT "L"**

ALLOWABLE COSTS, OVERHEAD

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

**ATTACHMENT "M"**  
*(Direct Cost Items)*  
**GENERAL CONDITIONS**

SUPERINTENDENT

JOB SITE SECRETARY/CLERK

QUALITY CONTROL

SURVEY

PERMITS

IMPACT/CONNECTION FEES

CONSTRUCTION DRAWINGS/SPECS

PROGRESS PHOTOGRAPHS *(IF REQUESTED BY THE OWNER)*

JOB SITE SIGN *(IF REQUESTED BY THE OWNER)*

SPECIAL SECURITY *(IF REQUESTED BY THE OWNER)*

PAYMENT & PERFORMANCE BONDS

BUILDERS RISK INSURANCE

JOBSITE TRAILER AND SUPPORT *(IF REQUESTED BY THE OWNER)*

TEMPORARY UTILITIES *(AS APPROVED BY THE OWNER)*

TEMPORARY JOBSITE FENCING *(INITIAL INSTALLATION ONLY)*

TRASH REMOVAL/DUMP FEES, AND RECYCLING *(AS APPROVED BY THE OWNER)*

**ATTACHMENT "N"**  
**CERTIFICATE FOR PAYMENT**

(INSERT FORM HERE)

# APPLICATION AND CERTIFICATE FOR PAYMENT

CCCJ Job #: \_\_\_\_\_  
 Invoice #: \_\_\_\_\_  
 Draw #: \_\_\_\_\_  
 Invoice date: \_\_\_\_\_  
 Period ending: \_\_\_\_\_

To

Canaveral Construction Company, Inc.  
 PO Box 799  
 Mims, FL 32754

**Project:** \_\_\_\_\_

## CONTRACTOR'S APPLICATION FOR PAYMENT

*Application is made for payment, as shown below, in connection with the Contract.*

1. Original Contract Sum \$ \_\_\_\_\_
2. Net Change by Change Orders \$ \_\_\_\_\_
3. Contract Sum to Date (Line 1 + 2) \$ \_\_\_\_\_
4. Total Completed & Stored to Date... \$ \_\_\_\_\_  
*(Column G on Continuation Sheet)*
5. Retainage:
  - a. 10% of Completed Work \$ \_\_\_\_\_  
*(Column D & E on Continuation Sheet)*
  - b. 10% of Stored Material \$ \_\_\_\_\_  
*(Column F on Continuation Sheet)*
- Total Retainage (Line 5a + 5b or Total in Column J on Continuation Sheet) \$ \_\_\_\_\_
6. Total Earned Less Retainage \$ \_\_\_\_\_  
*(Line 4 Less Line 5 Total)*
7. Less Previous Certificates for Payments \$ \_\_\_\_\_  
*(Line 6 From Prior Certificate)*
8. Current Payment Due (Line 6 Less Line 7) \$ \_\_\_\_\_
9. Balance to Finish, Including Retainage \$ \_\_\_\_\_  
*(Line 3 Less Line 6)*

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes Approved In Previous Months By Owner		
Total Approved This Month		
Subtotals		
Approved NET CHANGES By Change Order		

The undersigned Contractor certifies that to the best of his/her knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payments were issued and payments received from the Owner, and that current payment shown herein is now due.

Company: **Canaveral Construction Company, Inc.**

By: \_\_\_\_\_  
 State of: Florida County of: Brevard  
 Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ 17\_\_

Notary Public: \_\_\_\_\_  
*My commission expires:* \_\_\_\_\_

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

*(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)*

AMOUNT CERTIFIED \$ \_\_\_\_\_

BY: \_\_\_\_\_  
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein.  
 Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

DATE: \_\_\_\_\_



**ATTACHMENT "O"**

**MINORITY EMPLOYMENT INFORMATION**

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

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

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

Company Name: \_\_\_\_\_

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

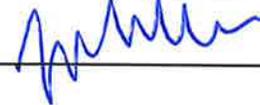
2. My Company or subcontractors are not required to submit the EEO Form 1 Report.

X Company Name: \_\_\_\_\_  
Signature:  Date: 0/11/19

Company Name: CANAVERAL CONSTRUCTION CO., INC.

Company Address: 3475 N. US 1, MIMS, FL 32754

Company Telephone: 321-269-4011

X Signature:  Printed Signature: MICHAEL R. HATKCOM

## ATTACHMENT "P"

### PUBLIC ENTITY CRIME ACKNOWLEDGMENT

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

### NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida  
County of Brevard

MICHAEL R. HARKCOM, being duly sworn, deposes and says that:

- (1) Affiant is VICE PRESIDENT of CANAVERAL CONSTRUCTION, the Bidder that has submitted a bid/quote/proposal; CO, INC.
- (2) Affiant is fully informed respecting the preparation and contents of the bid/quote/proposal and of all pertinent circumstances respecting such bid/quote/proposal;
- (3) Such bid/quote/proposal is genuine and is not a collusive or sham bid/quote/proposal;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid/quote/proposal in connection with the Contract for which the bid/quote/proposal has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by Contract, or has in any manner, directly or indirectly, sought by the agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the bid/quote/proposal or of any other Bidder, or to fix any overhead, profit or cost element of the bid/quote/proposal price or the bid/quote/proposal price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of County Commissioners of Brevard County, Florida, or any person interested in the Contract; and
- (5) The price or prices negotiated for the bid/quote/proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement

on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

x [Handwritten Signature]

Signature

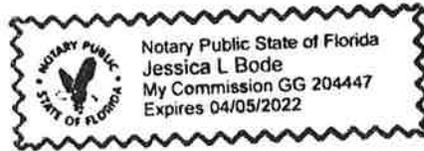
VICE PRESIDENT

Title

Subscribed and sworn to before me this 11<sup>th</sup> day of June, 2019.

x [Handwritten Signature: Jessica L Bode]  
Notary Public

My Commission expires: 4/5/22



**TASK ORDER NUMBER 17-04  
FOR THE  
PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BREVARD COUNTY SOLID WASTE MANAGEMENT SYSTEM**

**TITUSVILLE TRANSFER STATION  
PRELIMINARY DESIGN AND PERMITTING**

**Board of County Commissioners  
Solid Waste Management Department**

**Jones Edmunds & Associates, Inc.**

This TASK ORDER NO. 17-04, dated the \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County," and Jones Edmunds & Associates, Inc., a Florida Corporation, whose local address is 730 NE Waldo Road, Gainesville, Florida 32641, hereinafter referred to as "Consultant," amending that certain Agreement between the parties dated October 10, 2017.

WITNESSETH:

WHEREAS, the County is authorized to construct, acquire, improve, maintain, and operate its Solid Waste Management Facilities in the County; and

WHEREAS, the Solid Waste Management Department is charged with meeting the existing and future solid waste disposal needs of Brevard County; and

WHEREAS, the County desires to operate its Solid Waste Facilities in accordance with State, Federal, and local requirements; and

WHEREAS, the Consultant has experience in the planning, procuring, and preparing of permit applications and in the design, financing, construction administration, and operation of similar systems, facilities, and tasks required; and

WHEREAS, the County has retained the services of the Consultant to provide consulting and engineering services; and

WHEREAS, the County desires the Consultant to prepare site survey, wetland delineation, geotechnical investigation, preliminary design, and environmental permitting to construct the Titusville Transfer Station; and

WHEREAS, the County desires to amend that certain "Agreement" between the parties dated October 10, 2017.

NOW, THEREFORE, in consideration of the premises and mutual promises and conditions contained herein, it is mutually agreed between the parties as follows:

SECTION 1. Scope of Services: The Scope of Services agreed to be performed by the Consultant under the continuing agreement between the parties, dated October 10, 2017, is hereby amended to include the services shown on Attachment 1, attached to this Task Order.

SECTION 2. Compensation: Compensation shall be in accordance with "SECTION 3, COMPENSATION" of the continuing agreement between the parties dated October 10, 2017. The Consultant shall be paid for this Task Order 17-04 a not-to-exceed amount of Two Hundred Fifteen Thousand Seven Hundred Dollars and no cents (\$215,700) for the services as set forth in Attachment A-1 of this Task Order.

SECTION 3. Continuing Effect of Agreement: Except as otherwise provided in this Task Order, the Continuing Agreement dated October 10, 2017 shall remain in full force and effect.

SECTION 4. Time for Performance: The Consultant shall complete the work required in this Task Order within the time limits set forth in Attachment 1 after the County issues a Notice to Proceed.

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

ATTEST:



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

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA



By: \_\_\_\_\_  
Kristine Isnardi, Chair  
As approved by the Board on September 11, 2018

ATTEST:



\_\_\_\_\_

CONSULTANT:  
JONES EDMUNDS & ASSOCIATES, INC.



\_\_\_\_\_

Stanley F. Ferreira, PE  
President

KVogel 3/5/2019

**ATTACHMENT A-1: TASK ORDER NO. 17-04**  
**TITUSVILLE TRANSFER STATION**  
**PRELIMINARY DESIGN AND PERMITTING**  
**BOARD OF COUNTY COMMISSIONERS SOLID WASTE MANAGEMENT**  
**DEPARTMENT BREVARD COUNTY, FLORIDA**

**SCOPE OF SERVICES**

MARCH 1, 2019

**PROJECT**

This Scope of Services is for performing professional engineering services for the preliminary design of a new solid waste Transfer Station facility on the Mockingbird Way (MBW) Mulching Facility property located at 3600 South Street, Titusville, Florida. The project consists of preliminary design and permitting, for project components including but not limited to a new Transfer Station building, scale house, scales, roadway modifications, stormwater management system, associated utility modifications, ecological mitigation, and related work. Final design, including preparation of construction drawings and specifications, will be a subsequent phase.

**BACKGROUND**

The Brevard County Board of County Commissioners owns, and the Brevard County Solid Waste Management Department (SWMD) operates, the MBW Facility on South Street (State Road [SR] 405) in Titusville, Florida, in Sections 18 and 19, Township 22N, and Range 35E. The MBW Facility operates as a Source-Separated Organics Processing Facility and is registered with the Florida Department of Environmental Protection (FDEP), Water Assurance Compliance System (WACS) ID 16258 ([FDEP Oculus Electronic Documents Listing link](#)). The MBW Facility also has a Household Hazardous Waste Collections Center. This facility accepts residential and commercial yard waste from franchise haulers, private citizens, and municipal haulers and serves north Brevard County including the City of Titusville and the unincorporated communities of Mims and Scottsmoor. The yard waste brought to the facility is processed regularly and the mulch produced is available for residents to collect at no cost.

SWMD also operates the existing Titusville Transfer Station (TTS) approximately a 1/2-mile south of the MBW Facility. The TTS serves north Brevard County and accepts residential and commercial solid waste from franchise haulers, private citizens, and municipal haulers. The solid waste brought to TTS is loaded into SWMD transfer trailers and hauled to the Central Disposal Facility (CDF) in Cocoa for disposal. The TTS was constructed in 1976 and has a design capacity of 250 tons per day. The transfer station operation involves mechanically moving, compacting, and loading solid waste into reinforced SWMD transfer trailers. The solid waste and the mechanical processing of waste contribute significantly to the wear and deterioration of the facility and high-use equipment such as the compactors. SWMD

maintains and services the equipment in proper working condition; however, the equipment is past its useful life. Jones Edmunds assisted SWMD with feasibility studies and preliminary design efforts to construct a new transfer station building on the 8-acre TTS property. SWMD suspended the preliminary design project in October 2018 and requested that Jones Edmunds evaluate constructing the new transfer station at the County-owned MBW property. Jones Edmunds completed and submitted a MBW Feasibility Evaluation Technical Memorandum dated February 20, 2019. SWMD decided to site the new transfer station at the MBW property to simplify construction (allowing the existing transfer station to remain in operation until the new station is operational), consolidate operations, provide equitable facilities for staff, and improve efficiency.

In addition, SWMD identified that a new mulching pad expansion will be co-located with the transfer station on the northern portion of the property. Common-use infrastructure design and permitting for both facilities, including wetlands, stormwater, water and sewer, will be covered under this task order. Design and construction of the expanded mulching pad will be covered under separate task order(s).

The following key assumptions govern this scope of services for preliminary design of a new transfer station at the MBW property.

- The design capacity of the new transfer station will remain 250 tons per day. The TTS facility was originally designed for 250 tons per day and typically receives about 150 tons per day. Significant growth is not expected for the service area.
- In accordance with County direction, the new facility will be a two-level operation for open-top transfer trailers. The building will feature a lower level "tunnel" for transfer trailers to position beneath and an opening in the upper-level tipping floor where waste is pushed through using a front-end loader to load trailers. The same type of transfer station is used at the Sarno Transfer Station in Melbourne, which the County prefers because of operational efficiency. The proposed new transfer station will be significantly scaled down compared to the Sarno Transfer Station since north Brevard waste volumes are much lower.
- The preliminary transfer station design developed through the previous Feasibility Study and subsequent preliminary design for TTS will be the basis for the new transfer station. The design will be modified through this preliminary design primarily to increase the size of and possibly modify the relative location of the proposed office/break room building.
- Truck scales will be required for the transfer trailers in the new transfer station building, and a separate truck scale along the circulation roadway will be included for weighing incoming and outgoing trucks.
- The location of the new facility at the MBW property will be the northeast undeveloped portion of the site, north of the existing hazardous household waste facility, similar to the layout presented in the MBW Feasibility Evaluation of February 2019. The actual layout will be refined through the preliminary design.
- The northwest undeveloped portion of the site, adjacent to the west of the future transfer station, will be used as an expanded mulching area to be designed under a separate task order.
- The undeveloped north portion of the MBW property historically contained wetlands that may be impacted by new construction. Wetlands impacts for both the transfer station and mulching area expansion will be permitted under the transfer station task order and

may require purchase of mitigation credits. Design of on-site wetland creation or enhancement areas for mitigation are excluded.

- New on-site stormwater treatment will be required for the transfer station and expanded mulching pad. The cost of designing and permitting stormwater treatment areas for both facilities will be covered under this task order.
- The current MBW property has public water supply and distribution (domestic and fire supply); gravity sewers, lift station and force main connection to public sanitary sewer; and electric service. This Scope of Services assumes that the existing on-site water and sewer utilities are adequate for extending utilities to serve the new transfer station facility and expanded mulching pad and will not need to be relocated or replaced.
- This Scope assumes that the existing signalized intersection at the entrance to the facility (Park Avenue and SR 405) is adequate and will not require modifications. This Scope of Services assumes that no traffic study, surveying, geotechnical or intersection improvements are required on SR 405 for the project. If Brevard County Land Development approval, FDOT permitting, or other requirements reveal a need for traffic studies, driveway modifications, or SR 405 improvements, they will be Additional Services to this Task Order.

## **SCOPE OF WORK**

Jones Edmunds will perform the preliminary design and permitting of the new Titusville Transfer Station. The project is broken into several tasks that will be performed to meet the project objectives:

- Task 1: Project Management.
- Task 2: Subconsultants.
- Task 3: Preliminary Design.
- Task 4: Permit Applications.

### **TASK 1: PROJECT MANAGEMENT**

Jones Edmunds will manage the preliminary design project and all subconsultant team members. Jones Edmunds will conduct a kick-off meeting to revisit the preliminary plans from the previous TTS project, discuss design and layout preferences for the facility, compile additional SWMD requirements and incorporate that information into the project. Jones Edmunds assumes two progress meetings with SWMD staff (in addition to kickoff and design review meetings) during the preliminary design phase to review progress, discuss requirements, impacts to construction cost and schedule, and other items pertaining to preliminary design and permitting.

#### **Deliverable(s):**

1. Electronic files (PDF) of meeting minutes, attendees, and any presentations or exhibits used.

### **TASK 2: SUBCONSULTANTS**

Jones Edmunds will use subconsultants on the project for surveying, geotechnical, and preliminary architectural design work. All subconsultant fees and billings will be included in

this task, although the services of these subconsultants will be performed under other tasks as discussed herein. Proposals from the subconsultants including their scopes and fees are attached.

### **TASK 3: PRELIMINARY DESIGN**

Preliminary field investigations will assist us in refining the project concept and preliminary design based on the detailed data gathered during this phase. Jones Edmunds will review available information and conduct site investigations to examine and collect information on existing facilities pertinent to the preliminary design. The subsections below detail the proposed field investigation and preliminary design tasks.

#### **SURVEY**

Surveying will be critical for refining preliminary design concepts, options, and permitting and ensuring a high-quality final design with minimal construction conflicts. Jones Edmunds' subconsultant (Southeastern Surveying and Mapping Corporation) will perform boundary surveying of the property and a topographic survey of the proposed transfer station and expanded mulching pad sites along with relevant portions of the existing site improvements as needed for design and permitting. Key survey information to be collected or updated includes property, easement and adjacent right-of-way lines, existing site elevations, aboveground improvements, surface-marked utilities, sanitary sewer structures, stormwater structures, existing building footprints, trees, and related work. The survey will locate individual trees within the areas of development for protected trees 10 inches in diameter and greater in accordance with the Brevard County Development Code. Subsurface utility engineering (SUE) such as ground penetrating radar and test holes to confirm type, diameter, depth, and material of utilities is excluded.

#### **JURISDICTIONAL WETLAND AND SURFACE WATER DELINEATION AND LISTED SPECIES ASSESSMENT**

Jones Edmunds will perform a delineation of jurisdictional wetlands and surface waters at the proposed site of the transfer station and expanded mulching pad, with specific attention paid to minimizing wetland extents based on the lack of sufficient indicators as discussed in the MBW Feasibility Evaluation Technical Memorandum dated February 20, 2019. Flags will be located by the surveyor. Jones Edmunds will also stake the seasonal high water and infrequent high water elevations. A map of the flagged areas that provides flag locations and key numbers will be provided to the surveyor to locate. During this task, Jones Edmunds will conduct preliminary pedestrian surveys to determine if listed species such as the gopher tortoise are or could be present within the project area. Results of this assessment will be summarized in writing for SWMD review, and for inclusion in FDEP and USACE permit applications.

#### **GEOTECHNICAL INVESTIGATIONS**

Jones Edmunds' subconsultant (Ardaman & Associates, Inc.) will provide geotechnical investigations to support site preparation, fill placement, excavations, foundation design, and embankments. The investigation will use a combination of standard penetration tests (SPTs) and auger borings to obtain soil stratigraphy data, limerock bearing ratio (LBR) and other soil laboratory data, permeability data, and groundwater level data critical for the

design of structures, roadways, and stormwater conveyance systems. Boring location maps will be prepared for SWMD concurrence before the field work. Utility notifications will be made and surface locating completed before any subsurface drilling work begins.

#### PRELIMINARY SITE DESIGN

Jones Edmunds will develop preliminary design documents including transfer station site design and preliminary building layout. The site design will be advanced to include paving, grading, drainage and utility design adequate for FDEP permit applications discussed under Task 4 Permit Applications below.

Wetland impacts will be delineated and quantified within the preliminary design document. Jones Edmunds will use the Uniform Mitigation Assessment Methodology (UMAM) to quantify the wetland functional loss resulting from proposed wetland impacts. Jones Edmunds will prepare a brief narrative for SWMD review presenting ecological impacts and options for wetland and species mitigation.

This Scope of Services also includes preliminary architectural design including facility floor plans, elevations and sections. The preliminary architectural design helps ensure that SWMD's needs are being addressed and that building geometry and layout are reasonably complete to minimize unexpected challenges in the future final design phase. The preliminary architectural plans are also needed for FDEP solid waste permitting. This effort includes a preliminary analysis of site power and fire suppression requirements to identify large construction cost items and confirm future final design needs.

Draft preliminary design documents will be submitted to SWMD for review, followed by a design review meeting with SWMD and Jones Edmunds to discuss review comments. Review comments will be incorporated and final preliminary design documents will be submitted to SWMD.

#### TASK 4: PERMIT APPLICATIONS

Jones Edmunds will provide permit application package preparation and respond to one request for additional information (RAI) from each agency for the permits listed below. Jones Edmunds assumes that the County will pay all applicable permit application and other regulatory fees. Permit applications will include:

1. Electronic PDF of all draft permit application packages for SWMD review.
2. Four hard copies of final permit application package for SWMD signatures, unless electronic submittals are required or allowed by the agencies. One set of the final documents will be signed and sealed by the designers-of-record.

#### WASTE PROCESSING FACILITY CONSTRUCTION PERMIT

Jones Edmunds will coordinate a pre-application meeting with FDEP's Solid Waste Section. Ideally, this meeting will be held at the site and is primarily to allow FDEP staff the opportunity to understand the project and provide input on issues that should be addressed during the preliminary design phase or in preparation of the permit application documents.

Jones Edmunds will prepare a draft permit application package to include the FDEP application form, permit data, Operations Plan, and preliminary design documents. Upon

County review and comment, Jones Edmunds will prepare the final permit application and coordinate the submittal to FDEP.

#### FDEP ENVIRONMENTAL RESOURCES PERMIT

Jones Edmunds will prepare and submit an Environmental Resource Permit (ERP) application to FDEP for stormwater management and wetland impacts. Mitigation design for wetland impacts is not included in this proposal. If wetland mitigation is required, it is assumed that wetland mitigation credits will be purchased by SWMD from a local wetland mitigation bank. If the County opts to seek an alternative mitigation strategy such as avoidance/preservation or wetland creation/enhancement, then additional design effort and schedule can be provided as a Task Order amendment or during the subsequent final design phase. However, this may also delay the Waste Processing Facility Construction Permit, since FDEP may not issue a Waste Processing Facility Construction Permit without an ERP. Jones Edmunds will coordinate and lead teleconferences with FDEP and USACE to discuss the project. Jones Edmunds will also meet with Brevard County stormwater staff to discuss how the County stormwater requirements can be met. This task also includes a 1-day site visit with FDEP staff to review wetland lines and project areas.

#### USACE FEDERAL PERMIT

Jones Edmunds will prepare and submit a Federal Permit application package to USACE. The USACE permit is needed for dredging and filling jurisdictional wetlands and surface waters. This task also includes a 1-day site visit with USACE staff to review wetland lines and project areas.

#### BREVARD COUNTY PLANNING AND DEVELOPMENT PRE-APPLICATION CONFERENCE

Jones Edmunds will schedule and conduct a Pre-Application meeting with Brevard County Planning and Development staff as determined to be required at a meeting with the County on August 3, 2018. Actual applications to Planning and Development will be handled during the final design phase.

## COMPENSATION

The compensation for Professional Services described in this Scope of Services will be in accordance with the "Not-to-Exceed" approach in Section 3 of the *Agreement for Engineering and Consulting Services*, dated October 10, 2017. The compensation was calculated using the standard hourly rates outlined in the Agreement. The level of effort and the corresponding costs for this authorization are shown in the attached Fee Estimate.

## SCHEDULE

Jones Edmunds will complete this Scope of Services within an estimated 150 days, excluding delays outside of Jones Edmunds' control such as permit agency review times. The schedule is subject to modification based on final Notice to Proceed dates and upon mutual agreement between the SWMD and Jones Edmunds, as the project progresses. A more detailed schedule will be provided as the project commences identifying milestone target dates and will be updated periodically as needed.

## PROPOSAL CLARIFICATIONS

The following proposal clarifications govern this Scope of Services. Excluded items may be provided by Jones Edmunds as an Additional Service upon written agreement.

1. It is assumed that the design of the proposed expanded mulching pad site will be conducted by Jones Edmunds under a separate task order, concurrently with this design.
2. Final design (60%, 90% and Final) is excluded from this Task Order and will be performed under a subsequent task order.
3. Final architectural, structural, MEP, and landscape architectural design services are excluded from this proposal. If these services become necessary to meet permitting requirements or for any other reason, Jones Edmunds will notify the SWMD so that a decision can be made to resolve the requirement without these services or to add these services by a Task Order Amendment.
4. Zoning Changes, Conditional Use applications, or other related items are excluded.
5. Permits or approvals that may be required for final design and construction, such as FDOT Driveway or Drainage Permitting, Brevard County Planning and Development zoning changes, conditional use, or site plan approvals and permits, or any other permits not specifically listed under Task 4 Permit Applications are excluded but can be provided under the subsequent final design phase.
6. Any required regulatory permitting, plan review, or permit publication fees will be paid by County.
7. Responses to regulatory comments on the permit applications are limited to correcting design or regulatory deficiencies in the application.
8. Permitting or relocation of threatened and endangered species is excluded.
9. Cultural resources (e.g., archaeological) surveying, permitting, and mitigation are excluded.
10. Maintenance of traffic requirements for the Contractor will be provided as references to FDOT standards.
11. Bidding and construction phase services are excluded.
12. Fees for the purchase of wetland mitigation credits are excluded.

**Titusville Transfer Station Preliminary Design and Permitting**

**Task Order 17-04**

Jones Edmunds Opportunity No. 95440-082-19

**Fee Estimate**

Task No	Task Description	Approved Rate	Project Director	Senior Project Engineer/Scientist	Project Engineer/Scientist	Staff Engineer/Professional	Project Technician/AutoCAD	Administrative Assistant/Clerical	Total	Labor Cost	Subconsultant	Total Cost
1	<b>Project Management</b>											
	Contract and project administration (5 months)		\$200	\$177	\$118	\$107	\$91	\$70				
	Kickoff meeting		20	60				24	104	\$16,300	\$0	\$16,300
	Client Progress meetings (2)		8	8				2	18	\$3,156	\$0	\$3,156
	<b>Subtotal</b>		<b>36</b>	<b>80</b>				<b>28</b>	<b>144</b>	<b>\$23,320</b>	<b>\$0</b>	<b>\$23,320</b>
2	<b>Subconsultants</b>											
	Geotechnical investigations (Ardaman)		1	4				2	7	\$1,048	\$24,690	\$25,738
	Topographic and Boundary Surveying (SEMC)		2	4				2	8	\$1,248	\$48,358	\$49,606
	Preliminary Architectural Design (WMB-ROI)		2	2				1	5	\$824	\$12,900	\$13,724
	<b>Subtotal</b>		<b>5</b>	<b>10</b>				<b>5</b>	<b>20</b>	<b>\$3,120</b>	<b>\$85,948</b>	<b>\$89,068</b>
3	<b>Preliminary Design</b>											
	Site visits and field work oversight				16				16	\$1,888	\$0	\$1,888
	Wetlands and species delineation		2	24					50	\$7,216	\$0	\$7,216
	Site / Civil design drawings (see drawing list)		8	40	80	120	160	12	420	\$46,360	\$0	\$46,360
	<b>Subtotal</b>		<b>14</b>	<b>72</b>	<b>96</b>	<b>144</b>	<b>160</b>	<b>14</b>	<b>500</b>	<b>\$57,820</b>	<b>\$0</b>	<b>\$57,820</b>
4	<b>Permit Applications</b>											
	Pre-Application Meetings (3)			16					16	\$2,832	\$0	\$2,832
	Solid Waste Permit Application Package		4	16	32	60	8	8	128	\$15,116	\$0	\$15,116
	FDEP ERP Application Package		4	16	48	32	4	8	112	\$13,644	\$0	\$13,644
	<b>Subtotal</b>		<b>12</b>	<b>72</b>	<b>112</b>	<b>124</b>	<b>24</b>	<b>24</b>	<b>368</b>	<b>\$45,492</b>	<b>\$0</b>	<b>\$45,492</b>
	<b>TOTAL</b>		<b>67</b>	<b>234</b>	<b>208</b>	<b>268</b>	<b>184</b>	<b>71</b>	<b>1032</b>	<b>\$129,752</b>	<b>\$85,948</b>	<b>\$215,700</b>

## Titusville Transfer Station Design and Permitting

### Task Order 17-04

Jones Edmunds Opportunity No. 95540-082-19

### Preliminary Drawing List

Sheet No.	Sheet Title	Schematic	NOT IN CONTRACT			
			60%	90%	Final	
Civil	Cover	1	1	1	1	
	Drawing Index	1	1	1	1	
	General Notes Legend Utility Contacts	1	1	1	1	
	Overall Site Plan	1	1	1	1	
	Coordinate Tables			1	1	
	Civil General Notes Legend and Abbreviations	1	1	1	1	
	Boundary Survey	1	1	1	1	
	Topographic Survey	1	1	1	1	
	Demolition Plan			1	1	
	Phasing Plan			1	1	
	Typical Roadway Sections			1	1	
	Site Plan (South)	1	1	1	1	
	Site Plan (North)	1	1	1	1	
	Site Geometry Plan (South) and Alignment Tables			1	1	
	Site Geometry Plan (North)			1	1	
	Site Grading and Drainage Plan (South)	1	1	1	1	
	Site Grading and Drainage Plan (North)	1	1	1	1	
	Site Utilities Plan (South)	1	1	1	1	
	Site Utilities Plan (North)	1	1	1	1	
	Roadway Profiles	1	1	1	1	
	Roadway Sections	1		1	1	
	Sections			1	1	
	Sections			1	1	
	Stormwater Pollution Prevention Plan	1	1	1	1	
	Stormwater Pollution Prevention Notes	1	1	1	1	
	Stormwater Pollution Prevention Details	1	1	1	1	
	Wetland and Surface Water Impact Plan	1	1	1	1	
	Civil Details	1	1	1	1	
	Civil Details	1	1	1	1	
	Civil Details			1	1	
	Civil Details			1	1	
	Civil Details			1	1	
	Traffic Striping Plan			1	1	
	Traffic Striping Plan			1	1	
	Lift Station Plan and Section			1	1	
	Lift Station Details			1	1	
	Landscape Architecture	Landscape Site Plan (North)		1	1	1
		Landscape Site Plan (South)		1	1	1
		Landscape Details			1	1
	Architecture	Landscape Details			1	1
		Cover Sheet		1	1	1
		Tipping Code Analysis, Drawing Index		1	1	1
		Scale Code Analysis		1	1	1
		Accessibility Guidelines		1	1	1
		Architectural Site Plan		1	1	1
Life Safety Plan - Tipping			1	1	1	
Life Safety Plan - Office/Break Room			1	1	1	
Floor Plan - Tipping Building		1	1	1	1	
Floor Plan - Office/Break Room		1	1	1	1	
Reflected Clg Plan - Tipping		1	1	1		
Reflected Clg Plan - Office/Break Room		1	1	1		

## Titusville Transfer Station Design and Permitting

### Task Order 17-04

Jones Edmunds Opportunity No. 95540-082-19

### Preliminary Drawing List

Sheet No.	Sheet Title	Schematic	NOT IN CONTRACT		
			60%	90%	Final
	Roof Plan - Tipping		1	1	1
	Roof Plan - Scale		1	1	1
	Exterior Elevations - Tipping	1	1	1	1
	Exterior Elevations - Tipping		1	1	1
	Exterior Elevations - Office/Break Room	1	1	1	1
	Interior Elevations - Tipping		1	1	1
	Interior Elevations - Tipping		1	1	1
	Interior Elevations - Tipping		1	1	1
	Interior Elevations - Office/Break Room		1	1	1
	Interior Elevations - Office/Break Room		1	1	1
	Bldg./Wall Sections - Tipping		1	1	1
	Bldg. Section/Details - Tipping		1	1	1
	Bldg. / Wall Section - Office/Break Room		1	1	1
	Schedules - Tipping		1	1	1
	Schedules - Office/Break Room		1	1	1
	Florida Product Approvals			1	1
	Florida Product Approvals			1	1
	Florida Product Approvals			1	1
	Florida Product Approvals			1	1
Structural	General Notes and Design Criteria		1	1	1
	General Notes and Design Criteria			1	1
	Transfer Station Foundation Plan		1	1	1
	Transfer Station Drive-Thru Foundation Plan		1	1	1
	Truck Foundation Plan		1	1	1
	Scale House Foundation & Framing Plan		1	1	1
	Sections and Details			1	1
	Sections and Details			1	1
	Sections and Details			1	1
	Sections and Details			1	1
	Sections and Details			1	1
Fire Protection	Fire Protection Criteria Sheet		1	1	1
	Fire Protection Floor Plan		1	1	1
	Fire Protection Site Plan		1	1	1
Plumbing	Plumbing Legends and Notes		1	1	1
	Overall Plumbing Floor Plan		1	1	1
	Scale Building Plumbing Floor Plans		1	1	1
	Plumbing Details			1	1
Mechanical	Mechanical Legends and Notes		1	1	1
	Mechanical Floor Plan		1	1	1
	Scale Building Mechanical Floor Plan		1	1	1
	Mechanical Details			1	1
Electrical	Electrical Legend, Notes, and Fixture Schedule		1	1	1
	Power and Tel-Com Riser Diagrams and Schedules		1	1	1
	Fire Alarm		1	1	1
	Electrical Site Plan		1	1	1
	Site Lighting Plan		1	1	1
	Power Floor Plan		1	1	1
	Office/Break Room Electrical Plans		1	1	1
	Lighting Floor Plan		1	1	1
	Electrical Details			1	1
	Electrical Details			1	1
<b>Total</b>		<b>25</b>	<b>77</b>	<b>102</b>	<b>102</b>



**Ardaman & Associates, Inc.**

Geotechnical, Environmental and  
Materials Consultants

February 28, 2019  
Proposal File No. 18-23-5243A

Jones Edmunds & Associates, Inc  
3910 S. Washington Avenue, Suite 210  
Titusville, Florida 32780

Attention: Mr. Rich Koller, PE

Subject: Proposal for Subsurface Soil Exploration and  
Geotechnical Engineering Evaluation  
Proposed Solid Waste Transfer Station Facility at the  
Existing Mockingbird Mulching Facility  
3600 South Street  
Titusville, Florida

Dear Mr. Koller:

As requested, we are pleased to present this proposal for conducting a subsurface soil exploration and geotechnical engineering evaluation for the subject project. Based on review of information provided by Jones Edmunds & Associates (JEA), the proposed development includes a prefabricated metal transfer station building, asphalt paved access drives, an asphalt paved trailer parking area, and five potential stormwater retention areas. It is our understanding that expansion of the existing mulching pad at the site will also be included in this project.

Based on the information provided by JEA, the building will have two levels (upper tipping floor and lower tunnel for transfer trucks) and will have footprint plan dimensions of approximately 160 feet by 120 feet. The upper and lower levels of the building will have finished floor elevations approximately 20 feet and 4 feet above existing grade, respectively.

Anticipated maximum loading conditions for the transfer station building are assumed to be on the order of 4 to 5 klf for wall foundations and 200 kips for individual column foundations. It is anticipated that up to 2 to 3 feet of fill is required to raise the pavement areas and mulching pad expansion area to final elevation(s).

The scope of our work will include determining if the bearing capacity and other soil characteristics are suitable to construct the proposed building and pavement. In addition, we will explore the soil stratigraphy in the stormwater retention and mulching pad expansion areas, and provide results of soil permeability testing. We will also estimate the normal seasonal high groundwater table level at the boring locations. The following summarizes our proposed scope of work and associated fees for conducting the subject exploration.

### **FIELD EXPLORATION**

The site is currently wooded; therefore, minor brush mowing will be performed to provide access to the boring locations. We would direct a site work contractor to mow minimal paths to our boring

locations. Assistance from the client will be needed to help identify wetland areas and areas of threatened and/or endangered species habitat which should be avoided when performing these minor brush mowing operations. Also, this proposal assumes that permission from local Code Enforcement, SJRWMD or other pertinent agencies for the minor mowing, if necessary, has been obtained by the client. One and a half (1½) days of brush mowing are included in this scope of services.

The proposed field exploration program will include the following:

Description	Number of Borings	Depth Below Ground Surface (feet)
Transfer Station Building Area	4 SPT	60
	2 SPT	30
Mulching Pad Expansion Area	6 Auger	5
Pavement Areas	14 Auger	10
Stormwater Retention Areas (5)	10 Auger	15

The SPT borings will be drilled using mud bug-mounted drilling equipment and a procedure similar to the Standard Penetration Test outlined in ASTM D-1586. The borings will be sampled at 18-inch intervals to 10 feet deep and at 5-foot intervals below 10 feet. The auger borings will be drilled using a 4-inch diameter, mud-bug-mounted continuous flight auger or a 3-inch diameter, hand-held bucket auger.

Each sample will be removed from the sampler or auger in the field and then examined and visually classified by our crew chief. Representative portions will be sealed and packaged for transportation to our laboratory for further analysis as required. Water level observations will be made in the boreholes during the drilling operation. Upon completion of drilling, the boreholes will be backfilled with soil cuttings.

In addition, a test pit will be excavated to a depth of 1 to 2 feet adjacent to one of the auger borings drilled within each of the five proposed stormwater retention areas. One Shelby tube sample of soil will be obtained in a vertical orientation in each of the five test pits. The samples will be transferred to our laboratory for soil permeability testing.

#### LABORATORY PROGRAM

Routine laboratory visual classification of the soil samples collected from the borings will be performed by a geotechnical engineer along with specific classification tests deemed necessary (i.e., percent fines, organic content). A laboratory permeability test will be performed on each of the five Shelby tube samples obtained from the shallow test pits excavated within the stormwater retention areas.

## **ENGINEERING ANALYSIS AND REPORT**

Engineering analysis of all data obtained will be made to evaluate general subsurface conditions and to develop engineering recommendations to guide site preparation and shallow foundation support for the building. Our analyses will include an estimation of foundation settlement taking into consideration the amount of fill that will be added for the project. A flexible pavement section will be provided as part of our recommendations. For our analysis, we will require specific loading conditions for the building structure and anticipated pavement traffic loads. In addition, we will provide an estimate of the normal seasonal high groundwater table level at the boring locations and the results of the soil permeability tests.

The soil stratigraphy and groundwater level data collected within the proposed mulching pad expansion area will be presented for informational purposes only. No engineering analyses relative to the mulching pad expansion area are included in this scope of services.

Our recommendations for the building and pavement, together with all data developed during the exploration, will be submitted in a written report upon conclusion of the study.

## **SCHEDULE AND COST ESTIMATE**

Based on our current schedule, we anticipate that the field exploration program could be completed within 4 to 5 weeks of receiving authorization to proceed. We anticipate that our laboratory program, analyses, and report preparation are anticipated to take an additional 8 to 10 weeks to complete; however, verbal results of some of the analyses may be provided sooner, if requested.

The costs associated with the aforementioned tasks will not exceed **\$24,689.70** without prior authorization from the client. A breakdown of the project cost is provided as Attachment 1.

## **TERMS AND CONDITIONS**

This proposal is subject to the following terms and conditions: (1) access to the boring locations is to be readily available to the truck- or mud bug-mounted drilling equipment and field personnel, (2) the proposed number of borings and the boring depths will be adequate, (3) undisturbed samples and consolidation tests on fine grained soils are not budgeted into the total cost, (4) the structure can be founded on shallow foundations; additional exploration and analyses will be necessary for deep foundations (5) Ardaman & Associates will not take responsibility for damages to underground structures and/or services that are not located by Sunshine One-Call; their locations are to be provided by the client or owner prior to commencement of the field work, and (6) exploration or evaluation of the environmental (ecological or hazardous/toxic material related) condition of the site and subsurface is not included.

**CLOSURE**

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If this proposal meets with your approval, please indicate your acceptance by issuing a subcontract. Please call if you have any questions or require additional information.

Very truly yours,  
**ARDAMAN & ASSOCIATES, INC.**

A handwritten signature in cursive script, appearing to read "Jason P. Manning".

Jason P. Manning, P.E.  
Branch Manager

Attachment Cost Estimate

**ATTACHMENT 1**

Cost Estimate

**ARDAMAN & ASSOCIATES, INC.**  
Geotechnical, Environmental and Materials Consultants

JOB NO: 18-23-5243A  
 JOB NAME: Titusville Transfer Station - Mockingbird  
 ENGINEER: JPM DATE: 02/28/19  
 CHECKED: DATE:  
 SHEET: 1 of 1

**ENGINEERING SERVICES**

	Quantity	Units	Rate	Subtotal
Senior Principal Engineer	5	Hour	\$ 185.00	\$ 925.00
Senior Project Engineer	14	Hour	\$ 139.00	\$ 1,946.00
Senior Project Engineer (Pavement Design)	14	Hour	\$ 139.00	\$ 1,946.00
Project Engineer	22	Hour	\$ 124.00	\$ 2,728.00
CADD Draftsperson	9	Hour	\$ 65.00	\$ 585.00
Technical Typist	3	Hour	\$ 55.00	\$ 165.00
<b>Engineering Services Subtotal</b>				<b>\$ 8,295.00</b>

**FIELD SERVICES**

	Quantity	Units	Rate	Subtotal
Senior Field Technician	6.5	Hour	\$ 70.00	\$ 455.00
Mobilization/Demobilization of Drilling Equipment (mud-bug)	1	Project	\$ 475.00	\$ 475.00
Soil Test Borings - 0 to 50 feet (mud-bug)	260	Feet	\$ 16.94	\$ 4,404.40
Soil Test Borings - 50 to 100 feet (mud-bug)	40	Feet	\$ 20.35	\$ 814.00
Auger Boring (mud-bug)	290	Feet	\$ 12.87	\$ 3,732.30
Rig Time - SPT Rig (Including Standby Time / Clearing )	2.5	Per Hour	\$ 220.00	\$ 550.00
Brush Mowing for Drill Rig Access and Borehole Layout	1.5	Day	\$ 2,670.00	\$ 4,005.00
<b>Field Services Subtotal</b>				<b>\$ 14,435.70</b>

**LABORATORY SERVICES**

	Quantity	Units	Rate	Subtotal
Grain Size - Percent Fines	15	Test	\$ 40.00	\$ 600.00
Atterberg Limits Testing	2	Test	\$ 112.00	\$ 224.00
Moisture Content	6	Test	\$ 20.00	\$ 120.00
Organic Content	6	Test	\$ 40.00	\$ 240.00
Permeability Test on Sand	5	Test	\$ 155.00	\$ 775.00
<b>Laboratory Services Subtotal</b>				<b>\$ 1,959.00</b>

**GEOTECHNICAL SERVICES TOTAL: \$ 24,689.70**

Steven L. Anderson, Jr., PSM, PLS  
Charles M. Arnett, PSM  
Michael D. Brown, PSM  
Eric E. Cain, PSM  
John K. Carr, PSM  
Michael L. Dougherty, PSM  
James M. Dunn, II, PSM  
Thomas F. Ferguson, PSM  
Ronnie A. Figueroa, PSM, GISP  
Tate B. Flowers, PSM, PLS  
Robert W. Gardner, PSM  
Brian R. Garvey, PE, GISP  
Joseph R. Gore, PLS  
Daniel J. Henry, PSM, PLS  
Ryan E. Johnson, PSM  
Gary B. Krick, PSM (Retired)  
Brad J. Lashley, PSM, PLS  
Myron F. Lucas, PSM



**Southeastern Surveying and Mapping Corporation**  
Serving the Southeast Since 1972  
100% Employee Owned

James E. Mazurak, PSM  
Thomas K. Mead, PSM, PLS  
Timothy O. Mosby, PSM  
Andrew A. Perry, PSM  
James L. Petersen, PSM  
William C. Rowe, PSM  
Tony G. Syfrett, PSM, PLS  
Thomas P. Young, Jr., PSM, GISP  
Kirk R. Hall, EI, GISP  
Brad A. Stroppe, EI, GISP  
Brian E. Latchaw, GISP  
Patrick J. Phillips, GISP  
Donna L. Hendrix, CST IV  
Mark W. Klaers, CST IV  
David M. Rentfrow, CST IV  
Steve D. Smith, CST IV

Land Surveying & Mapping Services • Sub-Surface Utility Designation & Location Services • Geographic Information Systems • GPS Asset Inventories

February 28, 2019

VIA EMAIL: [rkoller@jonesedmunds.com](mailto:rkoller@jonesedmunds.com)

Mr. Richard N. Koller, PE  
Department Manager/Senior Vice President  
Jones Edmunds & Associates, Inc.  
3910 S. Washington Avenue, Suite 210  
Titusville, FL 32780

**RE: Titusville Transfer Station at Mockingbird  
3688 South Street, Titusville, FL 32780  
Section 18, Township 22 South, Range 35 East, Brevard County, Florida**

Dear Mr. Koller,

We are pleased to submit our proposal for Surveying Services on the above referenced project.

**SCOPE OF WORK:**

Provide Surveying Services in accordance with Chapter 5J-17 F.A.C. to include the following:

Survey limits will be limited to the area shown in RED on Attachment B provided by Jones Edmunds via email on February 14, 2019 and attached hereto.

Boundary and Topographic Survey will include the following:

1. Parcel Boundary Survey.
2. Legal descriptions.
3. Adjacent property lines shown, graphically.
4. Adjacent property owner's names obtained.
5. Adjacent property owner's addresses obtained.
6. Adjacent property owner's tax parcel numbers obtained.
7. Tie survey to North American Datum of 1983 (NAD83), State Plane Coordinate System, Florida East Zone.
8. Set monumentation for missing or incorrect corners.
9. Obtain and provide Title Report.
10. Set temporary benchmarks relative to North American Datum of 1988 (NAVD88). (minimum of three)
11. Locate all physical, above ground features horizontally.

6500 All American Blvd  
Orlando, FL 32810  
407.292.8580  
407.292.0141 Fax

1130 Highway 90  
Chipley, FL 32428  
850.638.0790  
850.638.8069 Fax

Lakeside Executive Center  
8641 Baypine Road  
Suite 5  
Jacksonville, FL 32256  
904.737.5990  
904.737.5995 Fax

119 West Main Street  
Tavares, FL 32778  
352.343.4880  
352.343.4914 Fax

10 East Lake Street  
Kissimmee, FL 34744  
407.944.4880  
407.944.0424 Fax

University Corporate Park  
10770 North 46th Street  
Suite C-300  
Tampa, FL 33617  
813.898.2711  
813.898.2712 Fax

410 Honeysuckle Road  
Dothan, AL 36305  
334.648.0288



Mr. Richard N. Koller, PE  
Titusville Transfer Station at Mockingbird  
February 28, 2019

Payment is expected within thirty (30) days from date of invoice. We accept VISA and MasterCard for your payment convenience.

**Notice to Owner**

- For all construction related projects a Notice to Owner will be filed.

We look forward to the opportunity to work with you on this project.

Sincerely,

Ryan E. Johnson, PSM  
Project Surveyor

REJ:gac

If the above scope, period of service and method of compensation meets with your approval, please execute below and email/fax to SSMC as notice to proceed along with the notice of commencement.

**Send all Agreements to:**

**Orlando Corporate Office**  
**6500 All American Boulevard**  
**Orlando, FL 32810.**  
Fax: 407-292-0141  
Email: [info@southeasternsurveying.com](mailto:info@southeasternsurveying.com)

Your firm agrees that by (1) signing and returning this Proposal, or (2) partial or complete performance under this Proposal and SSMC has not received, negotiated and/or executed a PROFESSIONAL SERVICES AGREEMENT, then it is agreed that THE TERMS AND CONDITIONS IN THIS PROPOSAL SHALL GOVERN THE SERVICES RENDERED.

Furthermore, if requested, your firm acknowledges that by accepting this Proposal, SSMC will provide your firm with an insurance certificate that (1) contains the project name and (2) lists your firm as the certificate holder.

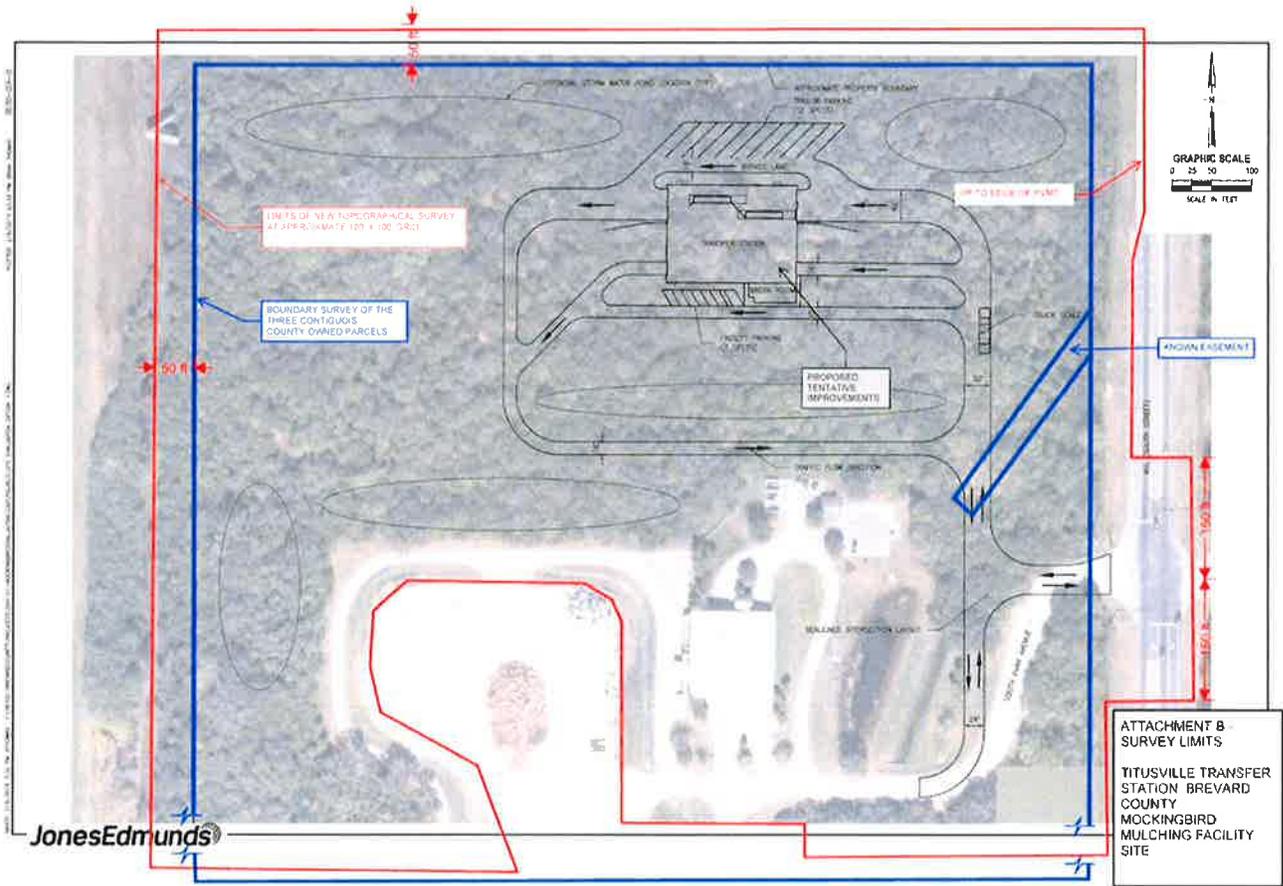
The person executing this document **must indicate** that he/she is a Principal and/or Corporate Officer.

If the signatory is not a Principal and/or Corporate Officer, a Letter of Authorization on company letterhead signed by a Principal and/or Corporate Officer, **MUST** be provided that specifically states that signatory has the authority to bind the parties by entering into this agreement.

**ACCEPTED BY:**

Principal / or Corporate Officer	TITLE	Printed Name	Date
/			





**TITUSVILLE TRANSFER STATION [18-105]**  
**Proposal for Architectural & Engineering Services**

January 31, 2018  
Revised February 7, 2018  
Revised February 26, 2019

**Jones Edmunds**

Richard Koller: [RKoller@jonesedmunds.com](mailto:RKoller@jonesedmunds.com)  
Tobin McKnight: [TMcKnight@jonesedmunds.com](mailto:TMcKnight@jonesedmunds.com)  
3910 S. Washington Ave., Suite 210  
Titusville, FL 32780  
321.269.2950

Gentlemen,

WMB is pleased to present this proposal for the Titusville Transfer Station to be located at 4633 South Street, Titusville, Florida. We thank you for this opportunity to continue working with you on this project. The following outlines our understanding of the project, the scope of services, and our proposed fee.

**Project Description**

Our understanding of this project is based on the email received on 2/14/2019 from Rich Koller of Jones Edmunds, which included the "Titusville Transfer Station at Mockingbird". This Proposal includes Architectural, Mechanical, Electrical, Plumbing/FP Engineering, Landscape Architecture Services as defined below. The Structural Engineer shall be included in drawing coordination but will be contracted directly under Jones Edmunds for any billing and compensation for the project.

This scope outline was taken from the email received from Rich Koller on 2/14/2019:

*"Brevard County wants to move the new Titusville transfer station to their Mockingbird Way Mulching Facility (1/2 mile north) and has requested:*

- *New proposal from WMB for preliminary design (priority)*
- *A separate proposal for final design (will lag some)*
  - *Concept sketch and Google Earth pin is attached*
- *The preliminary design scope should be very similar to what was done on the old site*
- *The building size will increase to accommodate combined operation staff allowing for more content such as locker rooms, more office space, etc.*
- *The preliminary scope will include attending one charette and one schematic design review"*

Attached is "Figure A & B" which shows the building on the NEW site with a revised orientation. The final schematic design will be based on the charette and discussions with the design team.

ROI SOLUTIONS.

LAKELAND

110 South Kentucky Ave.  
Lakeland, FL 33801

MELBOURNE

927 E. New Haven Ave. #302  
Melbourne, FL 32901

WINTER HAVEN

331 W. Central Ave. #221  
Winter Haven, FL 33880

863.687.3573

[www.wmb-roi.com](http://www.wmb-roi.com)

## Scope of Services

The scope of services included in this proposal are the Schematic Design Phase. Design Development, Construction Documents, Construction Administration shall be provided under a separate proposal. Disciplines included in this scope of services are Architectural, Mechanical, Electrical and Plumbing Engineering, Fire protection (performance specification) and Landscape Architecture.

### Schematic Design Phase:

- Confirm Program, review provided building plans
- Review Exterior Elevations
- Select Mechanical, Electrical and Plumbing Systems
- Outline specifications of drawing notes describing construction materials
- Two (2) meetings are included.
  - One (1) Charette – design meeting
  - One (1) Schematic Design Review Meeting
- Provide schematic design package for Owner review / approval
- Two (2) revision schemes (A, B) are included in the phase
- Coordinate with Civil Engineer for placement of structure on new site at Mockingbird Way

### Schematic Phase Deliverables:

- Provide Schematic Design (Plans, Elevations, Wall Section) documents for Owner review/approval.

### Design Development Phase:

- Shall be provided in a separate proposal.

### Construction Document Phase:

- Shall be provided in a separate proposal

### Permitting / Bidding Phase:

- Shall be provided in a separate proposal

### Construction Administration Phase:

- Shall be provided in a separate proposal

## Additional Services

- Services not explicitly explained/included in the above scope of services, including, but not limited to, any Architectural / Engineering services related to design development, bidding documents and construction documents.
- Any work / services provided / requested outside this scope of work above shall be mutually agreed upon and shall generate an addendum to the original contract for the additional scope and fee for design services.
- An estimate for an additional task shall be provided and agreed to prior to additional services rendered.
- Revisions to drawing when such revisions are:

- o Inconsistent with approval or instruction previously given by the client, including revisions made necessary by adjustment in the program or program budget.

## Reimbursable Expenses

Compensation for reimbursable expenses shall be assessed at direct cost plus fifteen (15) percent. Reimbursable expenses are in addition to compensation for the base Scope of Services, and include expenses incurred by the Architect and the Architect's consultants directly related to the Project. The client will be notified prior to incurring responsibility for any Reimbursable Expenses.

- Prints / Delivery Fees
- Mileage (outside of inclusive site visits)

## Conditions of the Contract

### DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and the Architect agree that all disputes shall be submitted to nonbinding Mediation with a Mediator in Polk County, Florida, unless the parties mutually agree otherwise.

A demand for Mediation shall be forwarded in writing to the other party within a reasonable time after the claim; dispute or other matter in question has arisen. In no event shall the demand for Mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Within ten (10) days after receipt of the demand for Mediation, the parties shall submit the dispute to mediation before a certified mediator from the list (the "list") maintained by the Chief Judge of the Tenth Judicial Circuit of Florida pursuant to Rule 1.810, Florida Rules of Civil Procedure to be selected by the parties. The parties shall select the mediator within thirty (30) days of the receipt of the notice of deadlock, dispute or controversy. In the event that the parties cannot agree on a mediator, then each party shall promptly select a mediator from the list, and the two selected mediators shall select a third mediator who shall mediate the dispute. The mediation shall be held within sixty (60) days from the selection of the mediator.

### STANDARD OF CARE AND ALLOCATION OF RISK

The Design Professional's services under this Agreement will be consistent with the degree of care and skill exercised by reasonably prudent members of the Design Professional's profession who are acting in the community in which the services are provided under similar circumstances. If the Design Professional's services fall below this standard of care, then the Client shall provide notice of the same to the Design Professional and allow the Design Professional an opportunity to correct such services before the Design Professional shall be liable for any damages suffered or incurred by the Client as a result of such failure of the Design Professional to meet the aforesaid standard of care. The Design Professional and the Client recognize that this Project involves risk. While the Design Professional shall be liable for its negligent acts and errors, the Design Professional and the Client hereby agree as follows regarding the Design Professional's liability arising out of or relating to this Agreement and/or the Project to which it relates: (i) in relation to any negligent omissions by the Design Professional, the Design Professional's liability shall be limited to the cost, expenses or damages suffered or incurred by the Client as a result or consequence of any such negligent omissions, but in no event shall the Design Professional be liable for the cost of the labor, equipment, services or materials which the Design

Professional negligently omitted which, if they had not been omitted, would have been included in the Project and paid for by the Client in any event; and (ii) in relation to both the provisions of "(i)" just preceding this clause, and in relation to any and all other claims for losses, expenses, costs, liabilities and damages of any kind whatsoever for which the Design Professional may otherwise be liable, the Client agrees that the maximum

amount for which the Design Professional may be responsible or liable is \$10,000.00, or the Design Professional's fees in relation to this Project, whichever is greater.

**CONSTRUCTION COST**

Estimating is not included as a service on this project. Evaluations of the Owner's Project budget, the preliminary estimate of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

Pursuant to Florida Statutes Section §558.0035 (2013), an individual employee or agent of WMB (Architecture) may not be held individually liable for negligence.

**Compensation Outline**

Compensation for the abovementioned Scope of Services shall be as follows:

Phase/Task	Fixed Fee
Schematic Design (SD) Phase:	
Architectural (Includes Site Visits for Charette & SD Review)	\$9,900.00
Mechanical, Electrical, Plumbing & Fire Protection (Performance Specifications)	\$2,000.00
Scale Building Design ±300 SF (If required) (MEP / Architectural Services) (Using a repeat design from existing / previous design)	\$1,000.00
<b>TOTAL COMPENSATION FOR SD:</b>	<b>\$ 12,900.00</b>

- Landscape Architecture ----- Not in scope for preliminary schematic phase
- Site Lighting / Coordination ----- Not in scope for preliminary schematic phase

**Compensation - Construction Administration:**

- Architectural, Mechanical, Electrical, Plumbing / FP (Performance Spec), Landscape Architecture CA Services – Scale Building

Total Compensation: (CA)\_To be provided in separate proposal -----N/A

**Site Visit / Observation**

Site Visits (additional visits not included in SD phase above): ----- **\$ 900.00**

The site visits are compensated per visit / per person. And shall be only as directed.

If Additional Services above and beyond the described Scope of Services are requested, these services shall be compensated per the following hourly rate schedule:

**WMB-ROI, Inc. HOURLY RATE SCHEDULE**  
**Hourly Rates:**

Principal	\$215.00
Architect	\$140.00
Project Manager/Designer	\$115.00
Technical	\$95.00
Business/Marketing Manager	\$60.00
Clerical Support Staff	\$40.00

Again, we thank you for this opportunity and look forward to working with you on this project.

Submitted by:

Approved by:



Signature

Signature

Mike Murphey, AIA, NCARB

Printed Name

Printed Name

Chief Operating Officer

Title

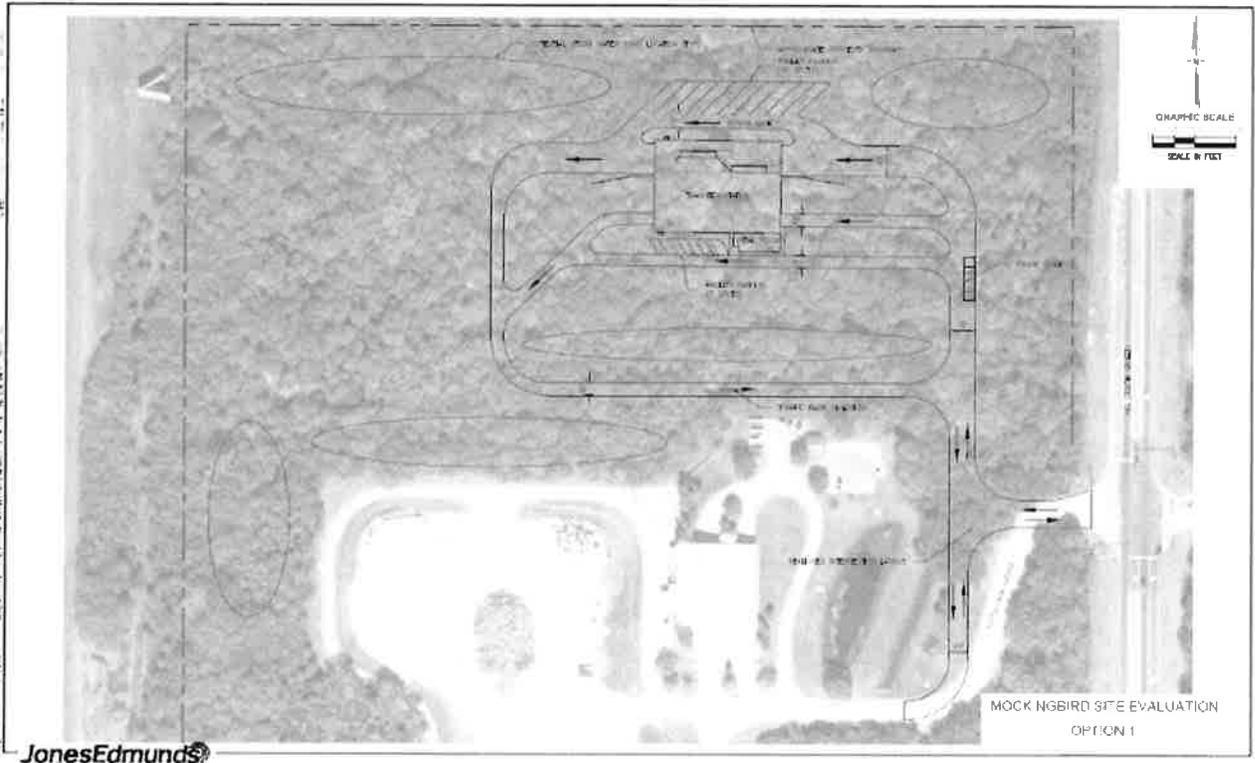
Title

February 26, 2019

Date

Date

Exhibit A



NET SOLUTIONS.

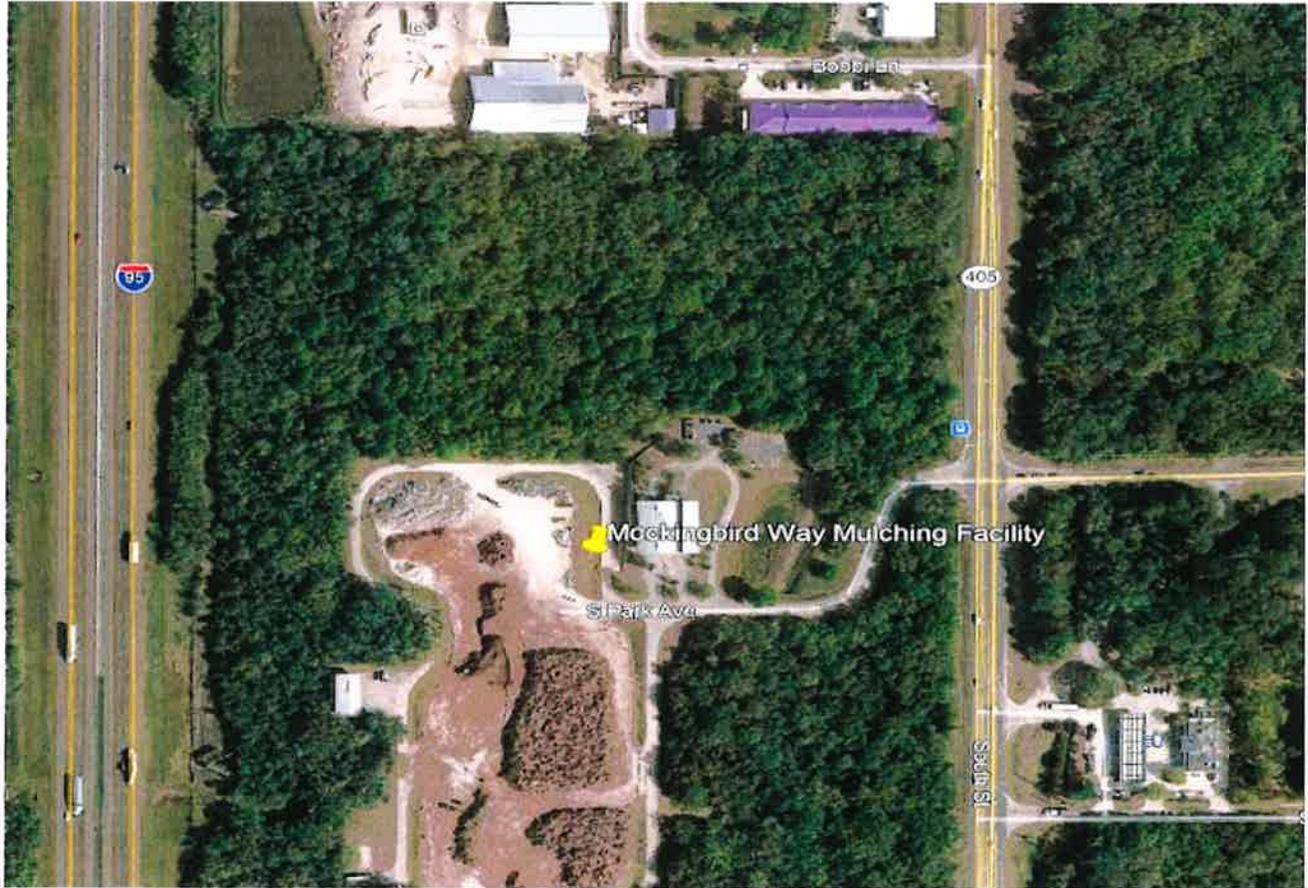
LAKELAND  
110 South Proctor Ave  
Lakeland, FL 33801

MELBOURNE  
727 E. New Haven Ave # 200  
Melbourne, FL 32901

WINTER HAVEN  
131 W. Central Ave #221  
Winter Haven, FL 33980

863.687.3573

Exhibit B



ROI SOLUTIONS.

LAKELAND  
110 South Cortney Ave  
Lakeland, FL 33801

MELBOURNE  
7271 New Haven Ave #812  
Melbourne, FL 32913

WINTER HAVEN  
333 W. Central Ave #221  
Winter Haven, FL 33894

863.687.3573  
[www.wmb-roi.com](http://www.wmb-roi.com)

## **SOLID WASTE MANAGEMENT PROGRAM BUDGET – FY 2018-2019**

Chapter 94, Brevard County Code, provides that on or before the fifteenth day of September, the Board shall hold a public hearing to adopt the budget for the Operation and Maintenance of the Solid Waste Management System, and the Solid Waste Collection and Recycling program for the ensuing County fiscal year.

It is recommended that the Board of County Commissioners adopt the Solid Waste Management Program's FY 2018-2019 budget for the Operation and Maintenance of the Solid Waste Management System and the Solid Waste Collection and Recycling programs.

### **FISCAL IMPACT:**

Annual Solid Waste Management Program's FY 2018-2019 Budget:

Operation and Maintenance of the Solid Waste Management System	\$ 87,186,963
Solid Waste Collection and Recycling Programs	\$ 18,796,215
Total	\$ 105,983,178

**FIRE SERVICE NON-AD VALOREM ASSESSMENT BUDGET - FY 2018-2019**

Ordinances 06-45 and 07-044, as amended by Ordinance 08-35, and section 197.3632, Florida Statutes, provide that on or before the fifteenth day of September, the Board shall hold a public hearing to adopt the Fire Service Non-Ad Valorem Assessment Benefit Area budget for the ensuing County fiscal year.

It is recommended that the Board of County Commissioners adopt the Fire Service Non-Ad Valorem Assessment Benefit Area FY 2018-2019 budget. This budget is part of the Fire Rescue Department's budget; the remainder of the Department's budget is not included here.

**FISCAL IMPACT:**

Annual Fire Service Non-Ad Valorem Assessment FY 2018-2019 Budget:

Brevard County Fire Service Non-Ad Valorem Assessment:           \$24,602,078

## AGREEMENT

PROJECT BID NUMBER:        **Bid No. B2-19-01**  
PROJECT NAME:                **CDF Slurry Wall Landfill Phase VI Sideslope Closure**  
   **Brevard County Solid Waste Management Department**  
   **Brevard County, Florida**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the **BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, (herein referred to as the "OWNER"), whose mailing address is 2725 Judge Fran Jamieson Way, Viera, FL 32940 and **THALLE CONSTRUCTION COMPANY, INC.** (herein referred to as the "CONTRACTOR"), whose mailing address is **900 NC 86 North, Hillsborough, NC 27278**. All correspondence, submittals and notices relating to or required under this Contract shall be sent, in writing, to the CONTRACTOR's and OWNER's addresses above; unless either party is notified, in writing, of a change in address.

### WITNESSETH:

WHEREAS, it is the intent of the OWNER to obtain the services of the CONTRACTOR in connection with the construction of **CDF Slurry Wall Landfill Phase VI Sideslope Closure**, hereinafter referred to as the "Project" or the "Work"; and

WHEREAS, the CONTRACTOR desires to perform such construction on the Project in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the following terms and conditions are hereby mutually agreed to, by and between the OWNER and the CONTRACTOR:

#### **Article 1** **DEFINITIONS**

The Contract Documents are as defined in the General Conditions. Such documents form the Contract, and all are as fully a part hereof as if attached to this Agreement or repeated therein.

All terms which are defined in the Contract Documents shall have the meanings designated herein.

#### **Article 2** **STATEMENT OF THE WORK**

The CONTRACTOR shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the Work, as required by the Contract Documents.

The CONTRACTOR shall further provide and pay for all related facilities described in any of the Contract Documents, including all Work expressly specified therein and such additional Work as may be reasonably inferred therefrom, saving and excepting only such items of Work as are specifically stated in the Contract Documents not to be the obligation of the CONTRACTOR. The totality of the obligations imposed upon the CONTRACTOR by this Article and by all other provisions of the Contract Documents, as well as the structures to be built and the labor to be performed, is herein referred to as the "Work".

#### **Article 3** **ENGINEER**

The Engineer (as defined in the General Conditions) shall be **Neel-Schaffer, Inc. (NSI)**, however, that the OWNER may, without liability to the CONTRACTOR, unilaterally amend this Article from time to time by designating a different person or organization to act as its ENGINEER and so advising the CONTRACTOR in writing, at which time the person or organization so designated shall be the ENGINEER for purposes of this Contract.

**Article 4**  
**TIME OF COMMENCEMENT AND COMPLETION**

The CONTRACTOR shall commence the Work promptly upon the date established in the Notice to Proceed.

Time is of the essence. The CONTRACTOR shall achieve Substantial Completion, as defined in SECTION 5 - General Conditions, within **240 calendar days** from the date of Notice to Proceed. This time period shall be designated the Contract Time.

The CONTRACTOR shall also complete the following activities of Work within the interim Milestone dates indicated, as applicable:

**ACTIVITY**

A. Execution of Contract	Within 30 days from Notice of Award
B. Notice to Proceed	Follows Execution of Contract
C. Substantial Completion	<b>240</b> days from Notice to Proceed (Beneficial occupancy of the entire project)
D. Final Completion	<b>30</b> days from contracted Substantial Completion Date or <b>270</b> days from date of the Notice to Proceed
E. Warranty Period	<b>1</b> years from the date of final completion and acceptance by the OWNER

Should the CONTRACTOR fail to substantially complete the Work on or before the date stipulated as a Milestone date above, or for Substantial Completion (or such later date as may result from an extension of time granted by the OWNER), CONTRACTOR shall pay the OWNER, as liquidated damages, the sum of **\$500.00** for each calendar day that terms of the contract remain unfulfilled beyond the date allowed by the Contract, which sum is agreed upon as a reasonable estimate of actual damages which the OWNER will sustain per day by failure of the CONTRACTOR to complete within time as stipulated; it being recognized by the OWNER and the CONTRACTOR that the injury to the OWNER which could result from a failure of the CONTRACTOR to complete on schedule is uncertain and cannot be computed exactly. It is agreed that these amounts are not a penalty.

For each complete calendar day that the Work remains incomplete after the date established for Final Completion, The OWNER will retain from the compensation otherwise to be paid to the CONTRACTOR the sum of \$500.00. This amount is the minimum measure of damages the OWNER will sustain as a failure of the CONTRACTOR to complete all remedial Work, correct deficient Work, clean up the Project and other miscellaneous tasks as required to complete all Work specified. This amount is in addition to the liquidated damages prescribed above and represents compensation for additional costs the OWNER could incur or suffer caused by on-going construction while occupying the Project. Such costs could include, but are not limited to, additional security and safety measures, temporary facilities or structures, reduced employee efficiency, additional operating costs, employee overtime, split shift, insurance, etc.

The Owner has the right to deduct, as payment on such liquidated damages, the full or partial amount of liquidated damages due from any money the Owner owes the Contractor.

The Owner does not waive its right to liquidated damages due under by allowing this Agreement to continue and to allowing the Contractor to finish the work, or any part of it, after the expiration of the Contract Time including granted time extensions.

In the case of a default of this Agreement and the completion of the work by the Owner, the Contractor and his surety are liable for the liquidated damages under the Contract, but the Owner will not charge liquidated damages for any delay in the final completion of the Owner's performance of the work due to any unreasonable action or delay on the part of the Owner.

**Article 5**  
**CONTRACT SUM**

Provided that the CONTRACTOR shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Modification or as otherwise provided in the Contract Documents, the OWNER shall pay to the CONTRACTOR, in current funds and at the time and in the installments hereinafter specified, the sum of **Eleven Million, Two Hundred Forty Six Thousand, Eight Hundred Seventy Three Dollars and Sixty Cents**, herein referred to as the "Contract Sum".

**Article 6**  
**PROGRESS PAYMENTS**

The CONTRACTOR hereby agrees that on or about the last day of every month during the performance of the Work the CONTRACTOR will deliver to the Engineer an Application for Payment of the Work for the preceding thirty (30) days in accordance with the provisions of Article 14 of the General Conditions (SECTION 5). This date may be changed upon mutual agreement, stated in writing, between the OWNER and CONTRACTOR. Payment under this Contract shall be made as provided in the General Conditions.

**Article 7**  
**OTHER REQUIREMENTS**

The CONTRACTOR shall submit the Performance Bond, Labor and Material Payment Bond, Maintenance Bond, and Certification of Insurance as required by the Contract Documents.

The OWNER shall furnish to the CONTRACTOR, at the CONTRACTOR's request, any leftover set(s) of drawings and specifications, at no extra cost, for use in the Construction of the Work. Additional sets of Drawings or Specifications shall be obtained by the CONTRACTOR at the CONTRACTOR's own expense.

The CONTRACTOR shall perform at least twenty-five percent (25%) of the total Work with forces that are in the direct employment of the CONTRACTOR's organization.

**Article 8**  
**COPYRIGHT**

No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the Owner, under this agreement shall be subject to copyright by Contractor in the United States or any other Country.

**Article 9**  
**MODIFICATION**

This Agreement, together with Contract Documents, constitutes the entire contract between the COUNTY and the CONTRACTOR and supersedes all prior written or oral understandings. No modification of this agreement shall be binding on OWNER or CONTRACTOR unless reduced to writing and signing by a duly authorized representative of OWNER and CONTRACTOR.

**Article 10**  
**RIGHT TO AUDIT RECORDS**

In the performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities, related to this Agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this agreement shall be open to inspection during regular business hours by an authorized representative of the Owner and shall be retained by Contractor for a period of five (5) years after termination of the agreement. All records, books and accounts related to the performance of this agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

**Article 11**  
**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 1324 (e) Section 274(e) of the Immigration and Nationality Act. The Owner shall consider a contractor's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

**Article 12**  
**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/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of threshold amount provided in **Section 287.017 Florida Statutes for CATEGORY TWO** for a period of 36 months from date of being placed on convicted vendor list.

**Article 13**  
**SCRUTINIZED COMPANIES**

The Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., The Owner may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

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

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

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**Article 14**  
**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.

**Article 15**  
**GOVERNING LAW**

This Agreement shall be deemed to have been executed and entered into the State of Florida and this Agreement, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.

**Article 16**

**VENUE**

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

**Article 17**

**ATTORNEY'S FEES AND COSTS**

In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.

**Article 18**

**SEVERABILITY**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

**Article 19**

**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 ENGINEER or any of its agents or employees to be the agent, employee or representative of the COUNTY.

**Article 20**

**SUPPLEMENTAL CONDITIONS**

These Supplementary conditions amend or supplement the (SECTION 6) amend or supplement the SECTION 5 - General Conditions for Brevard County and other provisions of the Contract Documents as indicated. All provisions which are not so amended or supplemented remain in full force and effect.

**Article 21**

**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.

**Article 22**

**EMPLOYMENT**

The CONTRACTOR shall not engage the service of any person or persons now employed by the COUNTY, including any department, agency, board, or commission thereof, to provide services relating to the Agreement without written consent from the COUNTY.

**Article 23**

**PUBLIC RECORDS**

The Contractor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Contractor shall keep and maintain public records required by the Owner to perform the services under this Agreement.

This Agreement may be unilaterally canceled by the Owner for refusal by the Contractor to either provide to the Owner upon request, or to allow inspection and copying of all public records made or received by the Contractor in

conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

If the Contractor meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

1. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Owner. If the Owner does not possess the requested records, the Owner shall immediately notify the Contractor of the request, and the Contractor must provide the records to the Owner or allow the records to be inspected or copied within a reasonable time. If the Contractor fails to provide the public records to the Owner within a reasonable time, the Contractor may be subject to penalties under Section 119.10, F.S.

2. Upon request from the Owner's custodian of public records, the Contractor shall provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

3. The Contractor shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the Owner.

4. Upon completion of the Agreement, the Contractor shall transfer, at no cost to the Owner, all public records in possession of the Contractor or keep and maintain public records required by the Owner to perform the services under this Agreement. If the Contractor transfers all public records to the Owner upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the Owner.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OWNER'S CUSTODIAN OF PUBLIC RECORDS by telephone at (321) 633-2042, by email at [miranda.guppenberger@brevardfl.gov](mailto:miranda.guppenberger@brevardfl.gov), or at the mailing address below:**

Brevard County  
ATTN: Solid Waste Management Department  
Public Records Request  
2725 Judge Fran Jamieson Way, A118  
Viera FL 32940

#### **Article 23**

#### **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

The CONTRACTOR:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the contract; and

2. 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 contract term; and

3. agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the COUNTY consistent with the terms of the CONTRACTOR'S enrollment in the program. This includes maintaining a copy of proof of the CONTRACTOR'S 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 the Contract.

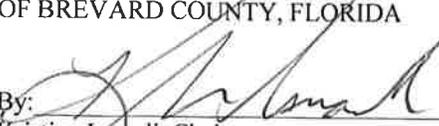
(Remainder of page is intentionally left blank)

IN WITNESS WHEREOF, BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter called the "OWNER") by resolution of its authorized body and directing the same during adoption of Final Budgets for FY2018-2019, Item Number II. B.5., Public Hearing meeting thereof, duly called and held in the County of Brevard, Florida on Tuesday the 11<sup>th</sup> day of September, 2018, has caused these presents to be signed and its corporate seal to be hereunto affixed, attested by the Brevard County Clerk of the Courts and Thalle Construction Company, Inc. (herein before called "CONTRACTOR") has caused these presents to be signed by its President and its Corporate seal to be hereunto affixed, as hereinafter attested, all as of the day and year first above written.

ATTEST:

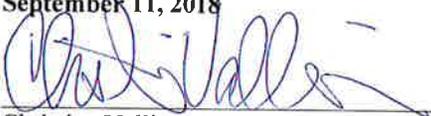
  
\_\_\_\_\_  
Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

  
By: \_\_\_\_\_  
Kristine Isnardi, Chair

As Approved by the Board:

September 11, 2018

  
\_\_\_\_\_  
Christine Valliere Assistant County Attorney

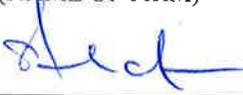
Reviewed for legal form and content:

CONTRACTOR:

ATTEST:

  
\_\_\_\_\_  
(Signature)

THALLE CONSTRUCTION COMPANY, INC.  
(NAME OF FIRM)

  
\_\_\_\_\_  
(Authorized Signature)

Harry Fantozzi  
(Name - Printed or Typed)

Stephen E. Kohler  
(Name - Printed or Typed)

Executive Vice President  
(Title)

President - COO  
(Title)

(Corporate Seal)

END OF AGREEMENT

QUANTIFIED MAXIMUM PRICE SPREADSHEET

DIV #	DESCRIPTION	CCCI	SUBS	SUBS	SUBS	SUBS	SUBS
DIV 1	<b>GENERAL CONDITIONS</b>						
	SUPERINTENDENT						
	PRINCIPAL	12 Weeks @ \$2,500 Week = \$30,000					
	PROJECT MANAGER (1/4 time on-site)						
	PROJECT QUALITY MANAGER						
	PROJECT ACCOUNTANT						
	PROJECT ESTIMATOR						
	PROJECT ENGINEER						
	DESIGN CONSTRUCTION ADMINISTRATION						
	SUBMITTALS	750					
	CELL PHONES						
	SUPERVISOR VEHICLE						
	PM VEHICLE						
	POSTAGE / SHIPPING	250					
	DRAWING REPRODUCTION	500					
	GIL INSURANCE CD25% 525%	2,349					
	BUILDERS RISK	Included Below					
	RAKEN DAILY LOG SERVICE	150					
	LOCATES	1,000					
	JOB SITE TRAILER						
	JOB SITE TRAILER EQUIPMENT						
	CORTEX BOX						
	PORTABLES	450					
	DUMPSTER	2,000					
	SITE SAFETY / FIRST AID SUPPLY	200					
	ICE / WATER	750					
	TESTING	500					
	SMALL TOOLS	3,000					
	DAILY CLEAN-UP	600					
	FINAL CLEAN-UP						
	AS-BUILT DOCUMENTS	800					
DIV 1	<b>MISC. REQUIREMENTS</b>						
	Construction Sign / Safety Barriers	1,000					
	Termite treatment	500					
DIV 2	<b>DEMOLITION</b>						
	Demo 6 hollow metal doors and frames						
	Demo men and women restrooms all finishes plus slab where new sanitary pipe						
	Demo ceiling tile in the changing room get to remain						
	Demo existing hard panel ceiling system, along with plywood in attic access						
	Demo existing plywood soffits and 1x6 fascia						
	Demo existing asphalt 16'x16'x9" / 8'x9" for new concrete slab						
	Demo existing wood storage cabinet and wood enclosure						
	Demo existing window						
	Demo existing attic turbine						
	Demo existing metal scaffolding with ladder						
	Demo asphalt 200'x2" wide for electrical conduit						
	Demo east side offices upstairs/downstairs complete						
	Demo all windows on the east elevation						
	Demo steel stairs on east and west side of highway						
DIV 3	<b>CONCRETE / MASONRY</b>						
	Provide new concrete slab 16'-7" x 8'						
	Provide new concrete slab 8' x 11' x 10'						
	Provide New concrete AC 104 4"x3"						
	provide new concrete floors in men and women restroom						
	Patch electrical trench 200'x2" concrete after electrical conduit is installed						
	Install 2 door openings with concrete block						
DIV 5	<b>MISC. METALS</b>						
	Provide new Galv handrail						
	Allowance for new Louver framing						
	Patch existing metal siding where electrical devices are removed						
	Provide new channel 1" Cx11.5 and 3" Lx3x1/4" for new double door frame						
DIV 6	<b>CARPENTRY</b>						
	Replace wood soffits on west side of the building						
DIV 7	<b>ROOFING / METAL SIDING</b>						
	Demo existing shingle roof on west side of the building- CDF- storage						
	Provide and install new metal roof on west side of building- CDF- storage						
	Provide and install new fascia boards at west end of building- CDF- storage						
	Replace gable ends on west side of the building with metal- CDF- storage						
	Replace metal trim on 4 roll up doors- CDF- storage						
	Replace metal rain leaders- CDF- storage						
	Replace metal trim on roll up doors- CDF- Disposal						
	Replace Metal siding on the CDF- Disposal						
	Replace rain leaders- CDF- Disposal						
	Replace Fasteners on -CDF- Disposal						
DIV 8	<b>DOORS / FRAMES</b>						
	Provide new HM doors and frames 5 doors/ 4 frames 3'0"x7'0"						
	Door 101 replace lockset, weather stripping, threshold						
	Door 105 replace lockset, weather stripping, threshold						
	Door 108 replace lockset, weather stripping, threshold						
	Door 110 replace Lockset						
	Doors 102, 103, 104, 105 allowance replace worn out parts						
DIV 9	<b>DRYWALL / FRAMING</b>						
	Install 22Ga 2" galv metal framing @ 16" OC with R10 insulation and 1/2" GWB						
	3 walls in the supply room, 1 wall in the changing room 2 walls in the storage room						
	Install existing door opening with 3-5/8 metal studs on 16" OC and 1/2" GWB						
	Provide new R15 fiberglass batt insulation below floor joist in changing room						
	Provide new R15 fiberglass batt insulation below floor joist in men and women						
	Metal framing in/for windows on east side						
DIV 9	<b>ACOUSTICAL CEILING</b>						
	Install new ACT vinyl faced moisture resistant GWB 24"x24" in men and women						
	Install new ceiling tile only 24"x48" humidity resistant in changing room						
DIV 9	<b>PAINTING</b>						
	Paint Walls in the supply room						
	Paint walls in the changing room						
	Paint new door frames 5 EA						
	Paint west side cmu block						
	Paint exterior metal siding and roof						
	Caulk all windows and doors						
	Install seamless epoxy floor in men and women restroom						
DIV 9	<b>FLOORING</b>						
	Install new 18x18 wall tile and 6x12 base in men and women restrooms						
DIV 10	<b>ACCESSORIES</b>						
	Provide and install Paper Towel Dispenser (4) Ea., Soap Dispenser (4) Ea.						
	Mirror (4) Ea						
	Sanitary Napkin Dispenser (1) Ea						
	Grab Bar (4) Ea						
	Fire extinguisher Cab-4 EA						
	Waste receptacle 3 EA						
	Sanitary Napkin window 1 EA						
	Seat cover dispenser SEA						
	Signs allowance						
DIV 10	<b>PLUMBING</b>						
	Demo Men and women bathroom all fixtures and electric water heater						
	Cut / Demo / Patch for Interior Sanitary Lines						
	New Sanitary Drain Lines						
	C/W/H/W Lines Installed						
	New Plumbing Fixtures						

