



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.1

9/15/2020

Subject:

Award of Construction Contract for the Hall Road Pump Station - District 2

Fiscal Impact:

\$200,692.86 Budget Change Request- Transfer from D2 Stormwater Utility Fee Reserves

Dept/Office:

Natural Resources Management Department

Requested Action:

It is requested that the Board of County Commissioners: (1) Accept the low bid from Intercounty Engineering, Inc.; (2) Authorize the Chairman to execute the contract between Brevard County and Intercounty Engineering, Inc. for the Hall Road Pump Station; (3) Authorize the County Manager to execute future contract amendments subject to the approval of the County Attorney's Office and Risk Management; and (4) Approve associated budget change requests.

Summary Explanation and Background:

This area of North Merritt Island located north of SR 528 has experienced significant flooding on multiple occasions. An analysis of potential flood reduction projects found the most cost-effective option to be the installation of a permanent electrical hydraulic pump with a diesel backup generator on Hall Road to decrease the duration of flooding. This project increases flood protection for homes, businesses and critical public infrastructure.

This is an approved and budgeted Capital Improvement Project listed as the Nasa Drainage Improvements and bid with the name Hall Road Pump Station (bid number B-2-20-01). The low bidder was Intercounty Engineering, Inc. of Pompano Beach, Florida at \$1,995,001.86. The low bid cost is \$176,692.86 above the amount allotted for this project in the fiscal year 20-21 requested budget. The next lowest bid was \$2,179,000.00 (per attached bid tab).

The department would like to allocate stormwater reserves within District 2 to make up the budgetary difference and include an additional \$24,000 for potential project modifications. The total transfer requested from reserves would be \$200,692.86.

Clerk to the Board Instructions:

Return 2 originals of the executed contract to Natural Resources Management

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: TBD	
2. Fund/Account #: D2 - NASA DITCHES/PUMP	3. Department Name: NRM - STORMWATER
4. Contract Description: CONSTRUCTION BID DOCUMENTS FOR HALL RD. P.S. BID#02-20-01	
5. Contract Monitor: ROBBYN SPRATT	7. Contract Type: CONSTRUCTION
6. Dept/Office Director: VIRGINIA BARKER	

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Spratt, Robbyn <small>Digitally signed by Spratt, Robbyn Date: 2019.11.08 15:49:07 -0500</small>	11/08/2019
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>		
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Valliere, Christine <small>Digitally signed by Valliere, Christine Date: 2019.11.08 15:53:50 -0500</small>	11/08/2019

SECTION III - REVIEW AND APPROVAL TO EXECUTE

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

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

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

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			_____	_____
Risk Management			_____	_____
County Attorney			_____	_____

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			_____	_____
Risk Management			_____	_____
County Attorney			_____	_____

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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



Natural Resources Management Department
2725 Judge Fran Jamieson Way
Building A, Room 219
Viera, Florida 32940

BOARD OF COUNTY COMMISSIONERS

Inter-Office Memo

TO: Brian Andrew Lober, Chair, Brevard County Board of Commissioners

THRU: Frank Abbate, County Manager *[Signature]*
John Denninghoff, P.E., Assistant County Manager *[Signature]*
Virginia Barker, Director, Natural Resources Management Department (NRM) *[Signature]* Barker, Virginia
Bach McClure, P.E., Stormwater Program Administrator, NRM *[Signature]* Digitally signed by McClure, Bach
Date: 2020.10.06 09:27:25 -04'00'

FROM: Robbyn Spratt, P.E., Lead Engineer, NRM Stormwater Program *[Signature]* 2020.09.25
17:09:52 -04'00'

DATE: September 25, 2020

SUBJECT: Execution of Hall Road Pump Station Construction Contract, Bid 2-20-01

Your signature is requested for the Hall Road Pump Station (Bid No. 02-20-01) drainage improvement construction contract to enter an agreement with Intercounty Engineering, Inc.

Intercounty Engineering, Inc. submitted the lowest bid of \$1,995,001.86 on July 14, 2020 following a fair construction bid advertisement for the Hall Road Pump Station. The pre-qualification selection committee met on September 3 and approved Intercounty Engineering's submittal as the most qualified bid. On September 15, 2020, the Board of Commissioners accepted Intercounty Engineering as the lowest bid and approved the Chair to execute the County's contract with Intercounty Engineering. A limited Notice to Proceed (non-construction related tasks) will be issued to the contractor as soon as possible due to the 22-week lead time required to manufacture the two hydraulic pumps. A full Notice to Proceed will be issued on November 2, 2020. The contractor is authorized up to 210 days to complete the work (May 30, 2021).

If you approve, please sign the attached contract as indicated.

Encl.: Contract with Intercounty Engineering approved by the County Attorney's Office Approval
AO-29 approval for Contract Execution: Risk Management and County Attorney's Office
Clerk's Memo for September 15, 2020 Board Approval
Notice of Award



September 16, 2020

M E M O R A N D U M

TO: Virginia Barker, Natural Resources Management Director

RE: Item F.1., Award of Construction Contract for the Hall Road Pump Station

The Board of County Commissioners, in regular session on September 15, 2020, accepted the low bid from Intercounty Engineering, Inc.; authorized the Chairman to execute the Contract between Brevard County and Intercounty Engineering, Inc. for the Hall Road Pump Station; authorized the County Manager to execute future contract amendments subject to the approval of the County Attorney's Office and Risk Management; and approved associated Budget Change Requests.

Your continued cooperation is greatly appreciated.

Sincerely yours,

**BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK**

Kimberly Powell, Clerk to the Board

/sm

cc: County Manager
Finance
Budget

CONTRACT

THIS AGREEMENT, made and entered into by and between Brevard County, Florida, (hereinafter sometimes called the "Owner"), and Intercounty Engineering, Inc., (hereinafter sometimes called the "Contractor").

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

1. DEFINITIONS

- 1.1 All terms in this Agreement are defined in the Instructions to Bidders, General Conditions and Supplementary Conditions for the **Hall Road Pump Station Bid No. B-2-20-01**, and shall have the meanings designated herein.

2. SCOPE OF THE WORK

- 2.1 The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work to construct the project per the plans prepared by **the Engineer of Record. Mead and Hunt, Inc., as shown on the Construction plans**, and in the Contract Documents entitled as the Owner's Engineer, and shall do everything required by these Contract Documents and as described in the Specifications and Contract Documents entitled:

The Hall Road Pump Station Project BID NO. B-2-20-01

3. THE CONTRACT SUM

- 3.1 The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents.
- 3.2 Based upon the price shown in the Proposal heretofore submitted to the Owner by the Contractor, a copy of said Proposal being a part of these Contract Documents, the aggregate amount of this Contract for Part # (N/A) the sum of one million nine-hundred and ninety five thousand one dollar and eighty-six cents_(\$ 1,995,001.86).

4. COMMENCEMENT AND COMPLETION OF WORK

- 4.1 The Contractor shall commence work within 5 calendar days after issuance of Notice to Proceed.
- 4.2 The Contractor shall prosecute the work with faithfulness and diligence and shall cause final completion of the work not later than 210 calendar days after the issuance of Notice to Proceed.
- 4.3 Prior to commencing the work the Contractor shall execute, deliver to the Owner, and record in the public records of Brevard County, required payment and performance bonds in substantially the same format provided in Section VI.

5. CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- 5.1 The Contractor hereby agrees that the project site has been carefully examined and that sufficient observations have been made such that Contractor is completely familiar with all site conditions and requirements as they relate to the work described in these Contract Documents, and assumes full responsibility therefore.
- 5.2 The provisions of this Contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations, shall this Contract be more strongly construed against the Owner than against the Contractor and the Surety.
- 5.3 Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the Owner's Engineer and the decision shall be final and binding upon all parties.
- 5.4 It is distinctly understood and agreed that the passing, approval and acceptance of any part of the work or material by the Owner, the Owner's Engineer, or by any agent or representative of the Owner or Owner's Engineer as in compliance with the terms of this Contract and of the Drawings and Specifications covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, and/or the Drawings and Specifications covering said work; and the Owner may require the Contractor and the surety to repair, replace, restore and/or make the work comply strictly, and in all things, with this Contract and the Drawings and Specifications. Any and all of said work and/or materials which within a period of one year from and after the date of the passing, approval, and/or acceptance of any such work or material, are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications, shall be reconstructed as directed by the Owner.

This provision shall not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. The Contractor shall not be required to do normal maintenance work under the guarantee provisions. Failure on the part of the Contractor and the Surety to immediately repair or replace any such defective materials and workmanship shall entitle the Owner, in the Owner's sole discretion, to replace or repair the same and, after notice, recover the reasonable cost of such replacement and repair from the Contractor and the Surety, who shall in any event be jointly and severally liable to the Owner for all damage, loss and expense caused to the Owner by reason of the Contractor's breach of this Contract and the Contractor's failure to comply strictly and in all things with this Contract and with the Drawings and Specifications.

6. LIQUIDATED DAMAGES

- 6.1 It is mutually agreed that time is of the essence of this Contract and should the Contractor fail to complete the work within the specified time, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the Contractor, and the Owner will retain the amount of liquidated damages stated in Section 8-10.2 of F.D.O.T. Standard Specifications for Road and Bridge Construction, per calendar day elapsing beyond the specified time for completion or any authorized extension thereof, which sum shall represent the actual damages which the Owner will have sustained by failure of the Contractor to complete the work within the specified time; it being further agreed that said sum is not a penalty, but is the stipulated amount of damages sustained by the Owner in the event of such default by the Contractor.
- 6.2 For the purposes of this Article, the day of final acceptance of the work shall be considered a day of delay, and the scheduled day of completion of the work shall be considered a day scheduled for production.
- 6.3 The Owner has the right to deduct, as payment on such liquidated damages, against any money the Owner owes the Contractor..
- 6.4 The Owner does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and to finish the work, or any part of it, after the expiration of the Contract Time including granted time extensions.

7. PARTIAL AND FINAL PAYMENTS

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

- a) Within 30 days after receipt of the Contractor's request for partial payment by the Owner, accompanied by partial release of liens and waivers from all subcontractors and suppliers, for the previous payment, the Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner or the Owner's Engineer, for work performed during the preceding calendar month, less ten percent (10%) of the amount of such estimate which is to be retained by the Owner as retainage. After the Owner or Owner's Engineer determine that 50-percent of the construction has been completed pursuant to the Contract, the Contractor shall reduce the amount withheld from each subsequent progress payment to five (5) percent of the payment until all work has been performed, and accepted by the Owner or Owner's Engineer, strictly in accordance with this Agreement.
- b) Upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, and also, after all guarantees that may be required have been furnished and are found acceptable by the Owner, final payment on account of this Agreement shall be made within sixty (60) days after completion by the Contractor of all work covered by this Agreement and acceptance of such work by the Owner.
- c) Notwithstanding the foregoing, pursuant to section 255.05(11), Florida Statutes, when the Contractor has furnished and recorded a payment and performance bond and provided the Owner with a written consent from the Surety regarding the Project or payment in question, no such releases or waivers shall be required. The Surety may, in a writing served on the Owner, revoke its consent or direct that the Owner withhold a specified amount from a payment, which shall be effective upon receipt.
- d) Contractor acknowledges that, pursuant to Florida law, the Contractor may not lien Owner's interest in the Project site. Contractor agrees to advise all subcontractors and material suppliers of the non-lienable nature of the project and to further furnish each such person or entity a copy of the Labor and Material Payment Bond for the project.

8. ADDITIONAL BOND

- 8.1 It is further mutually agreed between parties hereto that if, at any time after the execution of this Agreement and the Public Construction Performance Bond and the Public Construction Payment Bond hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the

work, the Contractor shall, at the Contractor's expense, and within three days after the receipt of Notice from the Owner to do so, furnish an additional bond or bonds, in such form and amount, and with such sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

9. CONTRACT DOCUMENTS

- 9.1 The Contract Documents, as that term is defined in the Instructions to Bidders, are as fully a part of this Contract as if herein repeated, whether or not those documents are actually attached to this Contract. The Drawings, geotechnical report, permits and permit requirements are contained in Section IX, Appendix 1 and 2 (attached separately).
- 9.2 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.

10. PUBLIC RECORDS AND AUDIT REQUIREMENTS

- 10.1 In the performance of this Agreement, the Contractor shall keep books, records and accounts of all activities related to the Agreement in compliance with generally accepted accounting procedures and in compliance with the Public Records Laws of the State of Florida (including, but not limited to Chapter 119, Florida Statutes).
- 10.1 All records or documents created by the Contractor or provided to the Contractor in connection with the activities or services provided under the terms of this Agreement, are public records and the Contractor agrees to comply with any request for such public records or documents made in accordance with Section 119.07, Florida Statutes. The Contractor shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- 10.3 Records, documents, books and accounts ordinarily and necessarily required for the performance of this Agreement shall be kept, maintained and open to inspection by the Owner and its representatives during regular business hours and shall be retained by the Contractor or for a period of five (5) years after completion or termination of this Agreement.

- 10.4 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 at a cost that does not exceed the cost provided in Ch. 119, F.S. 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.
- 10.5 The Contractor shall identify and ensure that all public records which 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.
- 10.6 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.
- 10.7 Failure to comply with the provisions of this section shall result in the Owner taking enforcement action against the Contractor, including the cost to the Owner for gaining the Contractor's compliance, which will include, but is not limited to, the Owner's staff time expended to obtain compliance with this section, litigation filing fees and attorney's fees. The Owner may also unilaterally terminate the Agreement if the Owner refuses to allow public access to Public Records as required by law.
- 10.8 No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this agreement shall be subject to copyright by the Contractor in the United States or any other country.
- 10.9 **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 COUNTY'S**

**CUSTODIAN OF PUBLIC RECORDS FOR THE NATURAL RESOURCES MANAGEMENT
OFFICE by telephone at (321) 633-2016, by email at
Tom.Belflower@brevardfl.gov, or at the mailing address below:**

**Brevard County Natural Resources Management Department
ATTN: Custodian of Records
2725 Judge Fran Jamieson Way
Building A, Room 219
Viera, FL 32940**

11. NOTICE

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the parties at the addresses identified below:

**Owner: Robbyn Spratt, P.E., Lead Engineer
Brevard County Natural Resources Mgmt. Dept.
2725 Judge Fran Jamieson Way, Building A-219, Viera, FL 32940
Robbyn.Spratt@brevardfl.gov**

**Contractor: Brian Smith, Sr. Project Manager
Intercounty Engineering, Inc. c/o Randall Environmental, Inc.
3307 Clarcona Road, Apopka, FL 32703
BSmith@randallconstruction.com**

**Engineer: David King, P.E, Vice President
Mead & Hunt, Inc.
4401 Eastport Parkway, Port Orange, FL 32127
David.King@MeadHunt.com**

12. ATTORNEY'S FEES

- 12.1 In the event of any legal action to enforce the terms of this Contract, each party shall bear its own attorney's fees and costs, provided, this clause shall only apply to the Contractor and County, as parties to this Agreement, and shall not be construed to prevent the Owner from covering its attorney's fees, expert witness fees or costs against a surety in accordance with the provisions of the

performance bond or under any provision of state law requiring the surety to pay attorney's fees or costs.

13. MODIFICATION

- 13.1 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 executed by a duly authorized representative of Owner and Contractor.

14. GOVERNING LAWS

- 14.1 This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida, and federal laws and regulations.

15. COMPLIANCE WITH STATUTES

- 15.1 It shall be the Contractor's responsibility to be aware of and comply with all applicable federal, state and local laws.
- 15.2 BUY AMERICAN – The bidder proposes and agrees, if this Proposal is accepted, to comply with 41 U.S.C. Chapter 83: Buy American statutes.
- 15.3 The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (3 U.S. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR Part 15 and 61). with the terms and conditions found in attachment

16. VENUE

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

17. CONFLICT OF INTEREST

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

- 17.2 The Contractor shall not accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub-agreements.
- 17.3 The Contractor shall not award a contract or subcontract under this Agreement to any company who the Owner has a financial or any other interest in, including but not limited to employing an employee of the Owner or any member of an employee's, agents, or officer's immediate family.

18. INFORMATION RELEASE/GRANTOR RECOGNITION

- 18.1 News releases, publicity releases, or advertisements relating to this Agreement or the tasks or projects associated with the project, shall be submitted in writing to the County and be approved in advance of any release or publication. Releases shall identify the funding entity as well as the funding source.

19. INDEMNIFICATION

- 19.1 The Contractor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of its work under this Agreement, where such claim, damage, loss or expense, is caused, in whole or in part, by the act or omission of the Contractor, any subcontractor, any supplier, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused, in part, by a party indemnified hereunder. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, indemnification obligation under this Paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial contractor, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.
- 19.2 The contractor shall hold the Division of Emergency Management harmless against all claims of whatever nature arising out of the contractor's and/or subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

20. UNAUTHORIZED ALIEN WORKERS

- 20.1 The Contractor is required to utilize E-verify to confirm the employment eligibility of any employee hired during the contract term and any renewal.

- 20.2 The Contractor 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.
- 20.3 Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

21. PUBLIC ENTITY CRIMES

- 21.1 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.

22. 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.

23. SCRUTINIZED COMPANIES.

The Contractor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, the Contractor agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Owner may immediately terminate this Agreement for cause 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 any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

IN WITNESS WHEREOF the parties by their undersigned, authorized agents have executed this agreement as of the date last written below.

Attest:


Scott Ellis, Clerk

OWNER:

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA



Bryan Andrew Lober, Chair

As approved by the Board on:

September 15, 2020

Date signed: 10/13/2020

Reviewed for legal form and content:



Christine Valliere, Assistant County Attorney

CONTRACTOR:

INTERCOUNTY ENGINEERING, INC.

Print name and title

Date signed: _____

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

(**) Two witnesses are required when Contractor is sole ownership or partnership.

CERTIFICATE

STATE OF FLORIDA

COUNTY OF _____

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____
_____, a corporation under the laws of the State of _____,
held on _____, 2020, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ President of the corporation,
be is hereby authorized to execute the Contract dated _____, 2020, between the BOARD OF
COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, and this corporation, and that the
execution thereof, attested by the Secretary of the corporation and with corporate seal affixed,
shall be the official act and deed of this corporation."

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the
corporation on this ____ day of _____, 2020.

Secretary of Corporation

Office
Copy

HALL ROAD PUMP STATION
Bid #B-2-20-01

BIDDER'S CHECKLIST

The items indicated are required for submission with your bid. Failure to submit any items indicated as required may result in rejection of the bid. Offers to provide required items after the date and time designated for the receipt of bid will not be considered. All of the forms below are found in Section III of this document unless otherwise indicated below.

- ☒ Bid Proposal Form
- ☒ One original copy with an electronic copy on CD or flash drive (if submitting hardcopies)
- ☒ Bid Pricing Form
- ☒ Trench Safety Act Compliance
- ☒ Minority Employment/EEO Form(s)
(For the bidding Contractor)
- ☒ Non-Collusion Affidavit of Prime Bidder
- ☒ Sworn Statement Pursuant to FL Statute Section 287.133(3)(a), *Public Entity Crimes*
- ☒ Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion
- ☒ Bid Bond Form (on form provided)
- ☒ List of Subcontractors and value of their work
- ☒ List of Vendors and value of their work
- ☒ Contractor Affidavit Regarding Scrutinized Company List
- ☒ Confirmation of Drug Free Workplace Form

**Hall Road Pump Station Project
BID NO. B-2-20-01**

**SECTION III
BID PROPOSAL AND RELATED FORMS**

Bid Pricing Form(s) located in Section IX, Appendix 1. Bidders must also print out a hard copy of the completed Price Sheet, sign where indicated, and submit with bid. DO NOT MODIFY OR REISSUE THE PRICE SHEET. USE THE PRICE SHEET FORM PROVIDED.

**SCHEDULE OF UNIT PRICES
BREVARD COUNTY
HALL ROAD PUMP STATION
BID NO. B-2-20-01**

Item	Qty	Units	Item Name	Unit Cost	Total Cost
1	1	LS	Mobilization/Demobilization	\$197,016.43	\$197,016.43
2	1	LS	Survey and Layout	\$16,560.00	\$16,560.00
3	1	LS	Soil and Erosion Control	\$28,074.58	\$28,074.58
4	1	LS	Maintenance of Traffic	\$25,992.00	\$25,992.00
5	1	LS	Clearing and Grubbing	\$46,200.00	\$46,200.00
6	1	LS	Dewatering	\$42,000.00	\$42,000.00
7	1	LS	Earthwork	\$12,000.00	\$12,000.00
8			Storm Gravity Piping		
	80	LF	a) 34" x 53" RCP	\$464.45	\$37,156.32
	1	LS	b) Trim/Extend Existing Pipes	\$4,752.00	\$4,752.00
9			Utility Relocation		
	1	EA	a) 12" RWM Relocation	\$14,067.60	\$14,067.60
	1	EA	b) 8" FM Relocation	\$10,953.60	\$10,953.60
	1	EA	c) 12" WM Relocation	\$24,822.00	\$24,822.00
	1	EA	d) 8" WM Relocation	\$15,374.40	\$15,374.40
10			Pump Discharge Piping		
	120	LF	a) 30" DR21 C905 PVC	\$315.20	\$37,824.00
	2	EA	b) Pipe Supports	\$1,800.00	\$3,600.00
	2	EA	c) Stainless Steel Flap Gates	\$7,608.00	\$15,216.00
11			Storm Structures		
	1	EA	a) Straight Concrete Headwall for 34" X 53" RCP	\$5,212.00	\$5,212.00
	1	EA	b) Emergency Spillway	\$14,364.00	\$14,364.00
	1	EA	c) Control Structure "A"	\$3,852.00	\$3,852.00
	1	LS	d) Mosquito Control Sheet Pile Wall & Weir System Replacement	\$77,630.86	\$77,630.86
12			Stormwater Pump Station		
	2	EA	a) 25,000 GPM Hydraulic Pump w/ Electric/Diesel Drive Unit	\$58,404.00	\$116,808.00
	1	LS	b) Concrete Sump Slab	\$4,464.89	\$4,464.89
	1	LS	c) Hydraulic Piping	\$31,008.00	\$31,008.00
	1	LS	d) Controls, Level Monitors and Stilling Wells	\$138,048.00	\$138,048.00
	1	LS	e) Precast Concrete Building with Concrete Slab and Drive Unit Pads	\$133,992.42	\$133,992.42
	1	LS	f) Building Electrical Including UPS	\$113,636.40	\$113,636.40
	1	LS	g) Building Mechanical	\$32,602.80	\$32,602.80
	1	LS	h) Diesel Fuel System and Tank	\$310,428.00	\$310,428.00
	1	LS	i) Trash Screen	\$6,672.00	\$6,672.00
	2	EA	j) Staff Gauge	\$840.00	\$1,680.00
13			Walls/Slope Reinforcement		
	190	LF	a) Sump Segmental Block Gravity Wall	\$983.41	\$186,848.16
	60	LF	b) Permanent Sheet File Wall	\$775.73	\$46,543.71
	2,500	SF	c) Rip-Rap (Hall Rd., Sump and Pump Discharge)	\$10.56	\$26,403.33

**SCHEDULE OF UNIT PRICES
BREVARD COUNTY
HALL ROAD PUMP STATION
BID NO. B-2-20-01**

	1,100	LF	d) Perimeter Road Shore Protection	\$25.20	\$27,721.14
14			Road Work/Pavement Restoration		
	60	SY	a) Hall Road Open Cut and Repair	\$68.67	\$4,120.20
	260	SY	b) Hall Road Asphalt Overlay	\$16.80	\$4,368.00
	310	SY	c) Pump Station Asphalt Driveway and Parking	\$38.52	\$11,941.01
	3,600	LF	d) Stabilized Perimeter Access Road in Fill Areas	\$11.49	\$41,352.00
15			Fencing		
	186	LF	a) 6' High Chainlink Fence	\$36.00	\$6,696.00
	2	EA	b) 6' High X 16' Wide Chainlink Double Swing Gate	\$4,200.00	\$8,400.00
	1	EA	c) 6' High X 4' Wide Chainlink Swing Gate	\$3,000.00	\$3,000.00
	16	EA	d) Bollard	\$900.00	\$14,400.00
16			Non-Paved Area Restoration		
	8,000	SY	a) Bahia/Bermuda Sodding	\$7.80	\$62,400.00
	3,000	SY	b) Seed/Mulch or Hydroseeding	\$5.40	\$16,200.00
17	1	LS	As-Built Survey	\$10,800.00	\$10,800.00
18	1	LS	Preconstruction Video/Progress Photographs/Post Construction Video	\$1,800.00	\$1,800.00
BID TOTAL					\$1,995,001.86

Submitted by: Intercounty Engineering, Inc.
Contractor: Stephen Polk V.P.
Address: 1925 NW 18th St. Pompano Beach FL 33069
Telephone: 954-972-9800 Fax: 954-974-0042
State of Florida Certified General Contractor (Required Information)
Licensee: CCC 1528089 License No. _____

**Hall Road Pump Station Project
BID NO. B-2-20-01**

BID PROPOSAL FORM

Board of County Commissioners
c/o Purchasing Services
2725 Judge Fran Jamieson Way,
Suite C-303
Viera, FL 32940

County Commissioners:

Submitted: 7-14-2020, 2020

BID TOTAL: \$ 1,995,001.80

Contractor's Name:

Intercounty Engineering, Inc.

1925 NW 18 Street

Pompano Beach, FL 33069

The duly licensed construction-contracting firm has completed all required proposal and bid documents and has prepared this proposal for submission on this date for further consideration by the County Commission.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein of the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that the Bidder has examined the site of the work and that from personal knowledge and experience, or that the Bidder has made sufficient test holes and/or other subsurface investigations to be fully satisfied that such site is a correct and suitable one for this work and the Bidder assumes full responsibility therefore; that the Drawings and Specifications for the work have been examined and from the Bidders own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and the Bidder has examined the other Contractual Documents relating thereto, including the Advertisement for Bids, Instructions to Bidders, Bid Proposal and Related Forms, Bid Security or Bid Bond, Contractor Prequalification Policy and Forms, Contract and Related Forms, Contract Bonds, General Conditions, Special Conditions, Supplemental Specifications, Plans, Drawings, and Permit Sketches, and has read all addenda prior to the opening of bids, and that the Bidder has been fully satisfied, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder, having acknowledged that he has received, read and understood all Addenda issued by the Owner regarding this bid, specifically lists the Addenda numbers and date of issuance below:

Addendum No. <u>01</u>	Dated: <u>06/17/20</u>
Addendum No. <u>02</u>	Dated: <u>06/30/20</u>
Addendum No. <u>03</u>	Dated: <u>7/7/20</u>
Addendum No. <u>04</u>	Dated: <u>7/10/20</u>
Addendum No. _____	Dated: _____

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the Board of County Commissioners of Brevard County, Florida, (Owner) in the form of contract specified, to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the work specified in the Proposal and the Contract, and called for by the Drawings and Specifications and in a manner specified.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed, agreed, and liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the work not being completed within the time limit stated in the Contract Form.

The Bidder further agrees to execute a Contract and furnish satisfactory Public Construction Performance and Payment Bonds, each in the amount of one hundred percent (100%) of the Contract price, and a Certificate of Insurance showing coverage in accordance with Contract requirements within three(3) days after written notice being given by the Owner of the award of the Contract, and the undersigned agrees that in case of failure on the Contractor's part to execute the said Contract, Public Construction Performance and Payment Bonds, and Insurance Certificate within three (3) days after the award of the Contract, the cashier's check or Bid Bond accompanying the bid and the money payable thereon shall be paid to the Owner as liquidated damages sustained by the Owner; otherwise, the check accompanying the Proposal shall be returned to the undersigned after the Contract is signed and the Public Construction Performance and Payment Bonds and Insurance Certificate are filed.

The Bidder further agrees that, within three (3) days of execution of the project contract, by both parties, the Bidder shall provide to the Owner, a copy of the Public Construction Performance Bond and the Public Construction Payment Bond that has been officially recorded in the office of the Clerk of the Circuit and County Court, and shall provide a copy of same to each and every subcontractor and supplier approved for the project, and notify them of deadlines to make claims under said bonds.

The undersigned agrees to accept in full compensation therefore the total of the contract price for the lump sum prices named in the following schedule. Absent a Change Order, there shall be no increase in the lump sum payment. It is understood that the unit prices quoted or established for a

particular item are to be used for computing the amount to be paid to the Contractor in the event of a Change Order, based on changes approved by the Owner.

Name of Bidder: Intercounty Engineering, Inc.

Bidder's Contractor's License No.: CGC 1528089

Signature of Authorized Officer: 

Title: Stephen Polk, Vice President

Business Address: 1925 NW 18 Street

City: Pompano Beach State: FL Zip: 33069

Business Phone No.: (954) 972-9800

Business Fax No (954) 974-0042

Name and Address of Surety or Sureties who will sign Bonds:

Performance Bond

ARCH Insurance
3 Harborside, 210 Hudson Street #300
Jersey City, NJ 07311

Payment Bond

ARCH Insurance
3 Harborside, 210 Hudson Street #300
Jersey City, NJ 07311

**Hall Road Pump Station Project
BID NO. B-2-20-01**

TRENCH SAFETY ACT COMPLIANCE

1. The Bidder acknowledges the existence of the Florida Trench Safety Act (hereinafter called the "Act") and the requirements established herein.
2. The Bidder further acknowledges that the Act established in Federal excavation safety standards set forth at 29 CFR Part 1926, Subpart P as the Interim State standard applicable to this project.
3. The Bidder will comply with all applicable trench safety standards, during all phases of the work, if awarded the contract, and will ensure that all subcontractors will also comply with the Act.
4. The Bidder will consider the geotechnical information available from the Owner, from its own sources and all other relevant information in its design of the trench safety system it will employ on the subject project. The Bidder acknowledges that the Owner is not obligated to provide such information, that Bidder is not to rely solely on such information if provided, and that Bidder is solely responsible for the selection of the date on which he relies in designing said safety system, as well as for the system itself.
5. The Bidder acknowledges that included in the total price in the attached bid pricing form are costs for complying with the Florida Trench Safety Act, which is in effect as of October 1, 1990. The undersigned further identifies the costs to be \$ 1.00 per linear foot.
6. The amount in Item 5 includes the following Trench Safety Compliance Methods and the units of each safety measure. The unit costs and the unit prices are shown solely for the purpose of compliance with the procedural requirements of the Act.

Trench Safety Compliance Method	Unit (LF, SY)	Estimated Quantity	Unit Cost	Extended Cost
A. <u>Trench Box</u>	<u>LF</u>	<u>500</u>	<u>\$1.00</u>	<u>\$500.00</u>
B. <u></u>	<u></u>	<u></u>	<u></u>	<u></u>
C. <u></u>	<u></u>	<u></u>	<u></u>	<u></u>
D. <u></u>	<u></u>	<u></u>	<u></u>	<u></u>

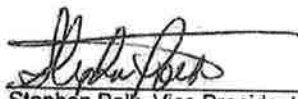
7. Acceptance of the bid to which this certification and disclosure applies in no way represents that the Owner or its representatives have evaluated or determined that the above costs are adequate to comply with the applicable trench safety requirements, nor does it in any way relieve the undersigned of his sole responsibility for complying with all applicable safety requirements.

Attached hereto is a cashier's check on the _____

Bank of _____ or a Bid Bond for the sum of
_____ 05% of Bid Proposal _____ Dollars (\$ _____), made
payable to Brevard County Board of County Commissioners, Brevard County, Florida.

Intercounty Engineering, Inc. _____ L.S.

(Name of Bidder) (Affix Seal)

 _____ L.S.
Stephen Polk, Vice President

(Title of Officer)

Address: 1925 NW 18 Street _____

City: Pompano Beach _____ State: FL _____

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

Name of the executive who will give personal attention to the work: Stephen Polk, Vice President

An attached list of any utilized sub-contractors is also required.

Hall Road Pump Station Project
BID NO. B-2-20-01
MINORITY EMPLOYMENT INFORMATION

The Board of County Commissioners requires construction contractors, who would otherwise be required to file an EEO Form 1 Report (Standard Form 100) under federal law, to submit an EEO Form 1 Report with the submission of their bid for County projects. Federal law currently requires that the Standard Form 100 must be filed by:

(A) All private employers who are: (1) subject to Title VII of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) with 100 or more employees, excluding State and local governments, primary and secondary school systems, institutions of high education, Indian tribes, and tax-exempt private membership clubs other than labor organizations; OR (2) subject to Title VII who have fewer than 100 employees if the company is owned or affiliated with another company, or there is centralized ownership, control or management (such as central control of personnel policies and labor relations) so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All Federal contractors (private employers) who: (1) are not exempt as provided for by 41 CFR 60-1.5, (2) have 50 or more employees, AND (a) are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; (b) serve as a depository of Government funds in any amount, or (c) is a financial institution which is an issuing and paying agent for U.S. Savings Bonds and Notes.

This requirement extends to any of your subcontractors who are required to submit the EEO Form 1 Report under federal law as outlined above.

Failure to submit the EEO Form 1 Report or the following statement with your bid may be reason to declare your bid as "non-responsive" to the bid requirements. However, the information will be used for statistical purposes only and will not be used in any way as a basis for award of the bid.

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

1. My company or subcontractor(s) are required to submit EEO Form 1 Report, they are attached.

(Company Name) (Date) (Signature)

2. My company or subcontractor(s) are not required to submit the EEO Form 1 Report.

Intercounty Engineering, Inc. 07/08/20

(Company Name) (Date) (Signature) Company

Name: Intercounty Engineering, Inc.

Company Address: 1925 NW 18 Street, Pompano Beach, FL 33069

Company Telephone/Fax Numbers: (954) 972-9800 / (954) 974-0042

Signature:  Printed Signature: Stephen Polk, Vice President

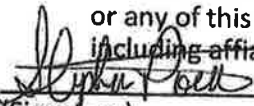
Hall Road Pump Station Project
BID NO. B-2-20-01
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida

County of Broward

Stephen Polk, being duly sworn, deposes and says that:

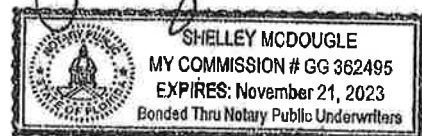
- (1) He is Vice President of Intercounty Engineering, Inc., the Bidder that has submitted the attached bid;
- (2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (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 in connection with the Contract for which the attached bid has been submitted or to refrain from proposing 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 agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid 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 quoted in the attached bid 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 this agents, representatives, Owners, employees, or parties of interest, ~~including affiant.~~


(Signature)
Stephen Polk, Vice President
(Title)

Subscribed and sworn to before me this 08 day of July, 2020.

He _____ is personally known to me and/or produced identification _____
(type).

Notary Public
My Commission expires 11/21/23 Commissioner # 



PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with 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 for a period of 36 months from the date of being placed on the convicted vendor list.

Therefore, prior to entering into a contract (formal contract or purchase order) in excess of the threshold amount established by law to provide goods or services to Brevard County, a person shall file a sworn statement submitted with the bid. The attached statement or affidavit will be the form to be utilized and must be properly signed in the presence of a notary public or other officer authorized to administer oaths and properly executed.

The inclusion of the sworn statement or affidavit shall be submitted concurrently with your quote or bid documents. Non-inclusion of this document may necessitate rejection of your quote or bid.

PUBLIC ENTITY CRIME AFFIDAVIT

STATE OF Florida

COUNTY OF Broward

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

1. The Business address of Intercounty Engineering, Inc. is 1925 NW 18 Street, Pompano Beach, FL 33069.
2. My relationship to Intercounty Engineering, Inc. is Vice President.
3. I understand that public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or conviction" is defined by the statute to mean a finding of guilt or an adjudication of guilt, in any federal or state trial court of record relating to charges brought my indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholder, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 6 if paragraph 7 below applies.)

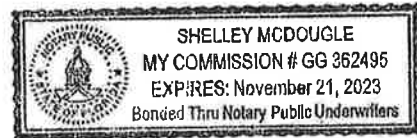
7. ~~There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.~~ A copy of the order of the Division of administrative Hearings is attached to this statement.

(Draw a line through paragraph 7 if paragraph 6 above applies.)

Sworn to and subscribed before me in the state and county first mentioned above on the
08 day of July, 2020.



Notary Public



(affix seal)

My commission expires:

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Contractor Covered Transactions

- 1) The prospective contractor of the Recipient Intercounty Engineering, Inc., certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in the transaction by any Federal department or agency.
- 2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

Contractor:

Intercounty Engineering, Inc.

By:  _____
Signature Recipient's Name

Stephen Polk, Vice President

Name and Title

Division Contract Number

1925 NW 18 Street

Street Address

Pompano Beach, FL 33069

City, State, Zip

07/08/20

Date

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we,

Intercounty Engineering, Inc

(CONTRACTOR)

1925 NW 18th Street, Pompano Beach, FL 33069

(PRINCIPAL CONTRACTOR ADDRESS)

N/A

(PRINCIPAL CONTRACTOR ADDRESS 2)

(954)972-9800

(TELEPHONE NUMBER)

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Arch Insurance Company

(SURETY)

Harbourside 3, 210 Hudson Street, Suite 300, Jersey City, NJ 07311

(SURETY ADDRESS)

N/A

(SURETY ADDRESS 2)

(201)743-4000

(TELEPHONE NUMBER)

AMB #: 003186 NAIC #: 11150 FEIN #: 430990710

(AM BEST, NAIC, OR FEIN NUMBER)

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of Missouri and authorized to do business in the State of Florida;

are held and firmly bound unto the Brevard Board of County Commissioners, (hereinafter called "Obligee"), in the penal sum of

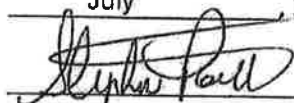
Five Percent of Amount Bid Dollars and no cents
(\$ 5% of Amount Bid),

good and lawful money of the United States of America, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The Condition of this Obligation is such, that,

WHEREAS the Principal has submitted a bid to the Obligee on a contract for the construction in accordance with drawings and specifications, which contract is incorporated herein by reference and made a part hereof, and is referred to as the Contract.


NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the Bidding or Contract Documents with good, qualified and sufficient surety for the faithful performance of such construction for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall be null and void; otherwise this bid is to remain in full force and effect for the payment to Obligee of the stated penal sum hereof.

IN WITNESS WHEREOF, we have hereunto set our signatures and seal this 8th day of July, 2020, all pursuant to due authorization.


Principal

(Seal)

By _____
Surety : Arch Insurance Company

By 
As Attorney-in-Fact (Attach Power of Attorney)

Laura D. Mosholder, Attorney-In-Fact & Florida Resident Agent
Inquiries: 407-330-3990

STATE OF Florida)
COUNTY OF Polk S.S.

I, Kailee Stone, a Notary Public in and for the State and County aforesaid,
do hereby certify that _____, and Laura D. Mosholder, whose names
are signed to the foregoing bond, this day personally appeared before me in my State and County
aforesaid and acknowledged the same. Given under my hand and seal this 8th day of July,
2020.

Kailee Stone
NAME OF NOTARY PUBLIC (PRINTED)

Kailee Stone
SIGNATURE OF NOTARY PUBLIC STATE

GG152578
COMMISSION NUMBER

MY COMMISSION EXPIRES: 10/18/21

(AFFIX SEAL, or STAMP)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Brett Rosenhaus of Delray Beach, FL Charles D. Nielson, Charles J. Nielson and David R. Hoover of Miami Lakes, FL (EACH) F. Danny Gann, Edward T. Ward and Audria R. Ward of Atlanta, GA (EACH) John R. Neu and Kevin Wojtowicz of St. Petersburg, FL (EACH) Laura D. Mosholder of Orlando, FL

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed. Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (90,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 22nd day of June, 2020

Attested and Certified

Patrick K. Nails

Patrick K. Nails, Secretary

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

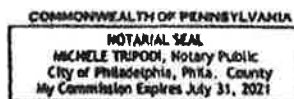


Arch Insurance Company

David M. Finkelstein

David M. Finkelstein, Executive Vice President

I, **Michele Tripodi**, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi

Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, **Patrick K. Nails**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated June 22, 2020** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 8th day of July, 2020.

Patrick K. Nails

Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102




To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

LIST OF MAJOR SUPPLIERS & MATERIALS

The Undersigned states that the following is a full and complete list of the suppliers proposed on this Project, including the class or type of material to be supplied by each supplier. The Undersigned agrees that the suppliers used and the material supplied by each supplier will not be altered from the following list without prior written consent of the Owner through the Owner's Engineer.

	<u>SUPPLIER AND ADDRESS</u>	<u>CLASS OR TYPE OF MATERIAL</u>	<u>VALUE OF WORK (\$)</u>
(1)	MWI Pumps 33 NW 2nd St. Deerfield Bch, 33441	Pump Supply	468,660
(2)	Core and Main 590 Ferguson Dr. Orlando FL 32805	Pipe Supply	41,902
(3)	Ferguson 1950 NW 18 St Pompano Bch 33069	Pipe Supply	
(4)			
(5)			
(6)			
(7)			

BIDDER: Intercounty Engineering Inc
Name of Firm

By: 
Signature of Principal

Name: Stephen Polk
Print or Type Principal's Name

Title: Vice President

Date: 7/13/20

LIST OF MAJOR SUBCONTRACTORS AND VALUE OF THEIR WORK

The Undersigned states that the following is a full and complete list of all of the subcontractors proposed on this Project, including the class or specialty of their work and the dollar value of the subcontracted work (excluding the Bidder's markup) to be performed by each. The Undersigned agrees that the work on this project for these Subcontractors will not be altered without prior written consent of the Owner through the Owner's Engineer.

	<u>SUBCONTRACTOR AND ADDRESS</u>	<u>SPECIALTY OR CLASS OF WORK</u>	<u>VALUE OF WORK (\$)</u>
(1)	Randall Electric 1111 Norwood Avenue Titusville FL 32796	Electrical	94,697
(2)	MWI Pumps 33 NW 2nd St Deerfield Beach FL 33441		
(3)	Sharrer Electric 3507 SW 13th St Ocala, FL 34474	Electrical	
(4)	Sinn + Thomas PO Box 500789 Longwood, FL 32750-0789	Electrical	
(5)			
(6)			
(7)			

BIDDER: Intercounty Engineering, Inc

By: [Signature] Name of Firm

Signature of Principal

Name: Stephen Polk

Print or Type Principal's Name

Title: Vice President

Date: 7/13/20

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

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

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

STATE OF FLORIDA

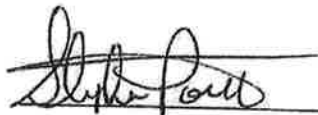
COUNTY OF Broward

BEFORE ME, the undersigned authority, personally appeared

Stephen Polk, who, being by me first duly sworn, made the following statement:


1. The Business address of Intercounty Engineering, Inc. (name of Contractor) is .
2. My relationship to Intercounty Engineering, Inc. (name of Contractor) is (relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.
4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. Intercounty Engineering, Inc. (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. Intercounty Engineering, Inc. (name of Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. Intercounty Engineering, Inc. (name of Contractor) is not engaged in business operations in Cuba or Syria.

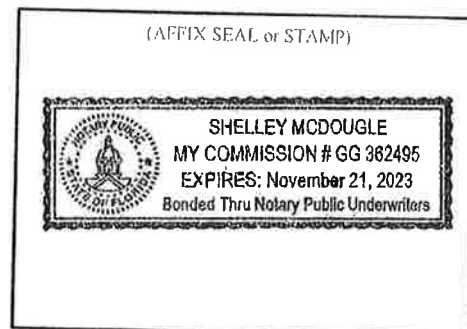


Signature

Sworn to and subscribed before me in the state and county first mentioned above on the
08 day of July, 2020.


Notary Public

My commission expires:



**HALL ROAD PUMP STATION PROJECT
B2-20-01
CONFIRMATION OF DRUG-FREE WORKPLACE FORM**

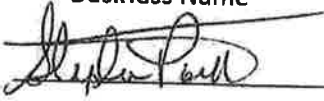
In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.

Intercounty Engineering, Inc.

Business Name



Authorized Representative's Signature

Stephen Polk

Name

B-2-20-01 Hall Road Pump Station Project

Bid Number and Name

07/08/20

Date

Vice President

Position



BID TABULATION SHEET

Bid Title: Hall Road Pump Station

Bid No: B-2-20-01

OPENING DATE & TIME: July 14, 2020 @ 2:00 PM

POSTING TIME/DATE: July 17, 2020 THROUGH: July 24, 2020 @ 5:00 PM

POSTED BY: Summer Wyllie

VENDOR	VENDOR CITY/STATE	BID PRICE
Intercounty Engineering, Inc.	Pompano Beach, FL	\$1,995,001.86
Loren Jock Trucking, Inc.	Stuart, FL	\$2,179,000.00
Prime Construction Group, Inc.	Orlando, FL	\$2,223,444.00
Carr & Collier, Inc.	Lessburg, FL	\$2,421,700.00
Gregori Construction, Inc.	Titusville, FL	\$2,552,260.00
MJO Industries	Huber Heights, OH	Statement of No Bid
Danus Utilities, Inc.	New Smyrna Beach, FL	Statement of No Bid

Bid tabulations with award recommendations are posted to VendorLink at www.myvendorlink.com or DemandStar at www.demandstar.com. Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. Filing of any disputes and appeals shall be in accordance with procedures specified in bid documents.

Approval initials

**HALL ROAD PUMP STATION PROJECT
B2-20-01**

SECTION V

CONTRACT AND CERTIFICATE

This section includes the following forms that must be executed by the selected Contractor upon notification by the Owner:

- Contract
- Certificate

These forms DO NOT need to be submitted with the Bid.

CONTRACT

THIS AGREEMENT, made and entered into this ____ day of _____, 2020, A.D., by and between Brevard County, Florida, party of the first part (hereinafter sometimes called the "Owner"), and _____, party of the second part (hereinafter sometimes called the "Contractor").

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

1. DEFINITIONS

- 1.1 All terms in this Agreement are defined in the Instructions to Bidders, General Conditions and Supplementary Conditions for the **Hall Road Pump Station Bid No. B-2-20-01**, and shall have the meanings designated herein.

2. SCOPE OF THE WORK

- 2.1 The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work to construct the project per the plans prepared by **the Engineer of Record. Mead and Hunt, Inc., as shown on the Construction plans**, and in the Contract Documents entitled as the Owner's Engineer, and shall do everything required by these Contract Documents and as described in the Specifications and Contract Documents entitled:

The Hall Road Pump Station Project BID NO. B-2-20-01

3. THE CONTRACT SUM

- 3.1 The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents.
- 3.2 Based upon the price shown in the Proposal heretofore submitted to the Owner by the Contractor, a copy of said Proposal being a part of these Contract Documents, the aggregate amount of this Contract for Part # _____ the sum of _____ (\$ _____).

4. COMMENCEMENT AND COMPLETION OF WORK

- 4.1 The Contractor shall commence work within 5 calendar days after issuance of Notice to Proceed.
- 4.2 The Contractor shall prosecute the work with faithfulness and diligence and shall cause final completion of the work not later than 210 calendar days after the issuance of Notice to Proceed.
- 4.3 Prior to commencing the work the Contractor shall execute, deliver to the Owner, and record in the public records of Brevard County, required payment and performance bonds in substantially the same format provided in Section VI.

5. CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- 5.1 The Contractor hereby agrees that the project site has been carefully examined and that sufficient observations have been made such that Contractor is completely familiar with all site conditions and requirements as they relate to the work described in these Contract Documents, and assumes full responsibility therefore.
- 5.2 The provisions of this Contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations, shall this Contract be more strongly construed against the Owner than against the Contractor and the Surety.
- 5.3 Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the Owner's Engineer and the decision shall be final and binding upon all parties.
- 5.4 It is distinctly understood and agreed that the passing, approval and acceptance of any part of the work or material by the Owner, the Owner's Engineer, or by any agent or representative of the Owner or Owner's Engineer as in compliance with the terms of this Contract and of the Drawings and Specifications covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, and/or the Drawings and Specifications covering said work; and the Owner may require the Contractor and the surety to repair, replace, restore and/or make the work comply strictly, and in all things, with this Contract and the Drawings and Specifications. Any and all of said work and/or materials which within a period of one year from and after the date of the passing, approval, and/or acceptance of any such work or material, are found to be defective or to fail in any way to comply with this Contract or with the

Drawings and Specifications, shall be reconstructed as directed by the Owner. This provision shall not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. The Contractor shall not be required to do normal maintenance work under the guarantee provisions. Failure on the part of the Contractor and the Surety to immediately repair or replace any such defective materials and workmanship shall entitle the Owner, in the Owner's sole discretion, to replace or repair the same and, after notice, recover the reasonable cost of such replacement and repair from the Contractor and the Surety, who shall in any event be jointly and severally liable to the Owner for all damage, loss and expense caused to the Owner by reason of the Contractor's breach of this Contract and the Contractor's failure to comply strictly and in all things with this Contract and with the Drawings and Specifications.

6. LIQUIDATED DAMAGES

- 6.1 It is mutually agreed that time is of the essence of this Contract and should the Contractor fail to complete the work within the specified time, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the Contractor, and the Owner will retain the amount of liquidated damages stated in Section 8-10.2 of F.D.O.T. Standard Specifications for Road and Bridge Construction, per calendar day elapsing beyond the specified time for completion or any authorized extension thereof, which sum shall represent the actual damages which the Owner will have sustained by failure of the Contractor to complete the work within the specified time; it being further agreed that said sum is not a penalty, but is the stipulated amount of damages sustained by the Owner in the event of such default by the Contractor.
- 6.2 For the purposes of this Article, the day of final acceptance of the work shall be considered a day of delay, and the scheduled day of completion of the work shall be considered a day scheduled for production.
- 6.3 The Owner has the right to deduct, as payment on such liquidated damages, against any money the Owner owes the Contractor.
- 6.4 The Owner does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and to finish the work, or any part of it, after the expiration of the Contract Time including granted time extensions.

7. PARTIAL AND FINAL PAYMENTS

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

- a) Within 30 days after receipt of the Contractor's request for partial payment by the Owner, accompanied by partial release of liens and waivers from all subcontractors and suppliers, for the previous payment, the Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner or the Owner's Engineer, for work performed during the preceding calendar month, less ten percent (10%) of the amount of such estimate which is to be retained by the Owner as retainage. After the Owner or Owner's Engineer determine that 50-percent of the construction has been completed pursuant to the Contract, the Contractor shall reduce the amount withheld from each subsequent progress payment to five (5) percent of the payment until all work has been performed, and accepted by the Owner or Owner's Engineer, strictly in accordance with this Agreement.
- b) Upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, and also, after all guarantees that may be required have been furnished and are found acceptable by the Owner, final payment on account of this Agreement shall be made within sixty (60) days after completion by the Contractor of all work covered by this Agreement and acceptance of such work by the Owner.
- c) Notwithstanding the foregoing, pursuant to section 255.05(11), Florida Statutes, when the Contractor has furnished and recorded a payment and performance bond and provided the Owner with a written consent from the Surety regarding the Project or payment in question, no such releases or waivers shall be required. The Surety may, in a writing served on the Owner, revoke its consent or direct that the Owner withhold a specified amount from a payment, which shall be effective upon receipt.
- d) Contractor acknowledges that, pursuant to Florida law, the Contractor may not lien Owner's interest in the Project site. Contractor agrees to advise all subcontractors and material suppliers of the non-lienable nature of the project and to further furnish each such person or entity a copy of the Labor and Material Payment Bond for the project.

8. ADDITIONAL BOND

- 8.1 It is further mutually agreed between parties hereto that if, at any time after the execution of this Agreement and the Public Construction Performance Bond and the Public Construction Payment Bond hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if,

for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at the Contractor's expense, and within three days after the receipt of Notice from the Owner to do so, furnish an additional bond or bonds, in such form and amount, and with such sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

9. CONTRACT DOCUMENTS

- 9.1 The Contract Documents, as that term is defined in the Instructions to Bidders, are as fully a part of this Contract as if herein repeated, whether or not those documents are actually attached to this Contract. The Drawings, geotechnical report, permits and permit requirements are contained in Section IX, Appendix 1 and 2 (attached separately).
- 9.2 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.

10. PUBLIC RECORDS AND AUDIT REQUIREMENTS

- 10.1 In the performance of this Agreement, the Contractor shall keep books, records and accounts of all activities related to the Agreement in compliance with generally accepted accounting procedures and in compliance with the Public Records Laws of the State of Florida (including, but not limited to Chapter 119, Florida Statutes).
- 10.1 All records or documents created by the Contractor or provided to the Contractor in connection with the activities or services provided under the terms of this Agreement, are public records and the Contractor agrees to comply with any request for such public records or documents made in accordance with Section 119.07, Florida Statutes. The Contractor shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- 10.3 Records, documents, books and accounts ordinarily and necessarily required for the performance of this Agreement shall be kept, maintained and open to inspection by the Owner and its representatives during regular business hours and shall be retained by the Contractor or for a period of five (5) years after completion or termination of this Agreement.

- 10.4 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 at a cost that does not exceed the cost provided in Ch. 119, F.S. 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.
- 10.5 The Contractor shall identify and ensure that all public records which 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.
- 10.6 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.
- 10.7 Failure to comply with the provisions of this section shall result in the Owner taking enforcement action against the Contractor, including the cost to the Owner for gaining the Contractor's compliance, which will include, but is not limited to, the Owner's staff time expended to obtain compliance with this section, litigation filing fees and attorney's fees. The Owner may also unilaterally terminate the Agreement if the Owner refuses to allow public access to Public Records as required by law.
- 10.8 No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this agreement shall be subject to copyright by the Contractor in the United States or any other country.
- 10.9 **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 COUNTY'S**

**CUSTODIAN OF PUBLIC RECORDS FOR THE NATURAL RESOURCES MANAGEMENT
OFFICE by telephone at (321) 633-2016, by email at
Jackie.Thompson@brevardfl.gov, or at the mailing address below:**

**Brevard County Natural Resources Management Department
ATTN: Custodian of Records
2725 Judge Fran Jamieson Way
Building A, Room 219
Viera, FL 32940**

11. NOTICE

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the parties at the addresses identified below:

Owner:

Contractor:

Engineer:

12. ATTORNEY'S FEES

12.1 In the event of any legal action to enforce the terms of this Contract, each party shall bear its own attorney's fees and costs, provided, this clause shall only apply to the Contractor and County, as parties to this Agreement, and shall not be construed to prevent the Owner from covering its attorney's fees, expert witness fees or costs against a surety in accordance with the provisions of the performance bond or under any provision of state law requiring the surety to pay attorney's fees or costs.

13. MODIFICATION

13.1 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 executed by a duly authorized representative of Owner and Contractor.

14. GOVERNING LAWS

- 14.1 This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida, and federal laws and regulations.

15. COMPLIANCE WITH STATUTES

- 15.1 It shall be the Contractor's responsibility to be aware of and comply with all applicable federal, state and local laws.
- 15.2 BUY AMERICAN – The bidder proposes and agrees, if this Proposal is accepted, to comply with 41 U.S.C. Chapter 83: Buy American statutes.
- 15.3 The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (3 U.S. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR Part 15 and 61). with the terms and conditions found in attachment

16. VENUE

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

17. CONFLICT OF INTEREST

- 17.1 The Contractor shall not engage the services of any person or persons now employed by the County, including any department, agency board or commission thereof, to provide services relating to this Contract without written consent from the County.
- 17.2 The Contractor shall not accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub-agreements.
- 17.3 The Contractor shall not award a contract or subcontract under this Agreement to any company who the Owner has a financial or any other interest in, including but not limited to employing an employee of the Owner or any member of an employee's, agents, or officer's immediate family.

18. INFORMATION RELEASE/GRANTOR RECOGNITION

- 18.1 News releases, publicity releases, or advertisements relating to this Agreement or the tasks or projects associated with the project, shall be submitted in writing to the County and be approved in advance of any release or publication. Releases shall identify the funding entity as well as the funding source.

19. INDEMNIFICATION

- 19.1 The Contractor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of its work under this Agreement, where such claim, damage, loss or expense, is caused, in whole or in part, by the act or omission of the Contractor, any subcontractor, any supplier, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused, in part, by a party indemnified hereunder. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, indemnification obligation under this Paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial contractor, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.
- 19.2 The contractor shall hold the Division of Emergency Management harmless against all claims of whatever nature arising out of the contractor's and/or subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

20. UNAUTHORIZED ALIEN WORKERS

- 20.1 The Contractor is required to utilize E-verify to confirm the employment eligibility of any employee hired during the contract term and any renewal.
- 20.2 The Contractor 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.
- 20.3 Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

21. PUBLIC ENTITY CRIMES

- 21.1 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.

22. 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.

23. SCRUTINIZED COMPANIES.

The Contractor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, the Contractor agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Owner may immediately terminate this Agreement for cause 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 any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

IN WITNESS WHEREOF the parties by their undersigned, authorized agents have executed this agreement as of the date last written below.

Attest:

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA
Party of the First Part

Scott Ellis, Clerk

Bryan Lober, Chair
As approved by the Board on:
September 24, 2019

Reviewed for legal form and content:

Christine Valliere, Assistant County Attorney

Witnessed in the presence of**

CONTRACTOR
Party of the Second Part

Attest:

_____(Seal)

- (*) In the event that the Contractor is a Corporation, there shall be attached to each counterpart, a certified copy of a resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf.
- (**) Two witnesses are required when Contractor is sole ownership or partnership.

CERTIFICATE

STATE OF FLORIDA

COUNTY OF _____

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____
_____, a corporation under the laws of the State of _____,
held on _____, 2020, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ President of the corporation,
be is hereby authorized to execute the Contract dated _____, 2020, between the BOARD OF
COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, and this corporation, and that the
execution thereof, attested by the Secretary of the corporation and with corporate seal affixed,
shall be the official act and deed of this corporation."

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the
corporation on this ____ day of _____, 2020.

Secretary of Corporation