## Campus Capital Needs Sales Surtax Funded
### Detail Report

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July 22, 2014
### Exhibit B -- Sales Surtax Summary Form

**McNair Middle School**  
Construction Manger Firm Name: Heard  
Date: February 15, 2020

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<th>Group/Category</th>
<th>Description</th>
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*Note: *Items marked with an asterisk (*) are not included in the total. The asterisk indicates items that are not included in the budget or financial reporting for this project.
## Projected Revenue over $198 Million

### Preliminary Recommended Distribution

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<th>Year</th>
<th>Revenue</th>
<th>Cumulative</th>
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<th>Facilities 35%</th>
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**Estimated based on prior year receipts**

### Approved/Requested Allocations:

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<th>Facilities</th>
<th>Total</th>
<th>Original Amount</th>
<th>Reduction</th>
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<td>Allocation to security previously approved but not used</td>
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<tr>
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**February 19, 2020 ICOC agenda**

*Changes from prior approved allocation*
EXHIBIT C

GUARANTEED MAXIMUM PRICE

TO THE CONTINUING CONTRACT FOR

CONSTRUCTION MANAGEMENT SERVICES/RFQ #18-Q-091-DR

BY AND BETWEEN

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

2700 Judge Fran Jamieson Way
Viera, Florida 32940-6601
Phone: (321) 631-1911
Fax: (321) 633-4646

AND

HEARD CONSTRUCTION, INC.

FOR THE CONSTRUCTION OF:

SCHOOL: McNair Magnet Middle School

PROJECT: Facility Renewal
ARTICLE 1. GUARANTEED MAXIMUM PRICE (GMP)

1.1.1 Guaranteed Maximum Price (GMP): Construction Manager guarantees that it shall not exceed a Guaranteed Maximum Price (GMP) of One Million, Three Hundred Thirty-Nine Thousand Eight Hundred Fifty-Nine Dollars and Thirty-Four Cents ($1,339,859.34) for the identified Sub-Project.

1.2 Basis of the GMP:

1.2.1 Construction Documents: The Scope of Work for the GMP shall be as defined in the Construction Documents, prepared by DDC Engineering, Inc., titled Facility Renewal at McNair Middle School and dated January 14, 2020.

1.2.2 List of Contract Documents attached as Exhibit C-1.

1.2.3 Exceptions, Clarifications and Exclusions: The Scope of Work defined in the Contract Documents shall be modified and/or clarified as shown in attached Exhibit C-2.

1.2.4 Truth-In-Negotiation: The Construction Manager certifies that the wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of execution of each Sub-Project of which this certificate is a part. The original price and any additions thereto shall be adjusted to exclude any significant sums by which the Owner determines the Sub-Project amount was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs and that such original Sub-Project adjustments shall be made within one year following the end of the Agreement.

ARTICLE 2. PROJECT TIME

2.1 Substantial Completion Date: Substantial Completion of the Work as defined in Article 6.1.2 of the General Conditions to the Continuing Contract for Construction Management Services shall be achieved by July 31, 2020.

2.2 Final Completion Date: Final Completion for the Work as defined in Article 6.1.3 of the General Conditions to the Continuing Contract for Construction Management Services shall be achieved by October 30, 2020.

2.3 Project Schedule: Attached to this Amendment will be a schedule identifying the above noted completion times and intermediate milestone dates estimated for the Project. The proposed schedule shall be integrated into the Construction Manager's CPM Schedule upon approval of its Guaranteed Maximum Price Amendment.

ARTICLE 3. CONSTRUCTION MANAGEMENT FEE

3.1 Construction Management Fee: The Construction Management Fee for the Project shall be either a ☒ Lump Sum or ☐ Not-To-Exceed Fee of Sixty Thousand, Nine Hundred Sixty-Three Dollars and Forty-Eight Cents ($60,963.48). NOTE: All allowances will be on a Not-To-Exceed basis. All unused funds will be returned to the School District at the time of construction close-out. Fee will be paid only on cost of work for these items.
ARTICLE 4. REIMBURSABLE GENERAL CONDITIONS COSTS

4.1 General Conditions: General Conditions costs for the Project shall not exceed One Hundred Twenty-Six Thousand, Two Hundred Fifty Dollars and Eighty-Six Cents ($126,250.86). General Conditions costs shall be reimbursed at actual cost. **General Condition costs shall be in compliance with the General Conditions to the Construction Management Contract (Exhibit A) and are identified in the attached document, prepared by the Construction Manager titled McNair Magnet Middle School Facility Renewal – Construction Management GMP Proposal Rev. 3 and dated February 14, 2020.**

ARTICLE 5. LIQUIDATED DAMAGES

5.1 Substantial Completion: Construction Manager shall pay Owner One Thousand Dollars ($1,000.00) as liquidated damages for each day that Substantial Completion extends beyond the Substantial Completion Date.

5.2 Final Completion: Construction Manager shall pay Owner Five Hundred Dollars ($500.00) as liquidated damages for each day that Final Completion extends beyond the Final Completion Date.

ARTICLE 6. PROJECT REPRESENTATIVES

6.1 Owner’s Representative: Owner designates the individual listed below as its Owner’s Representative to provide direct interface with Construction Manager with respect to Owner’s responsibilities:

**Christopher Payne, Owner’s Project Manager.**

6.2 Construction Manager’s Representative: Construction Manager designates the individual listed below as its Construction Manager’s Representative to provide direct interface with Owner with respect to Construction Manager’s responsibilities:

**Brianna Burton, Construction Manager’s Project Manager.**

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)
SIGNATURES (FOR PROJECTS OVER $50,000)
IN WITNESS THEREOF, the above parties have executed this instrument, the name of each party being affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA:
By: __________________________
    Misty Belford, Chairperson
Date Approved: __________________________

HEARD CONSTRUCTION, INC. (Consultant)
By: __________________________
    Print Name: ________________
    Title: __________________________
    Date: __________________________

ATTEST (WITNESS): By: __________________________
    Mark W. Mullins, Ed.D., Superintendent

ATTEST (WITNESS):
By: __________________________
    Print Name: ________________
    Title: ________________

SIGNATURES (FOR PROJECTS UNDER $50,000)
IN WITNESS THEREOF, the above parties have executed this instrument, the name of each party being affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA:
By: __________________________
    Susan Hann, P.E., AICP
    Assistant Superintendent/Facilities Services
    As Designee for Mark W. Mullins, Ed.D., Sup.
Date Approved: __________________________

ATTEST (WITNESS):
By: __________________________

ATTEST (WITNESS):
By: __________________________
    Print Name: ________________
    Title: ________________

END OF EXHIBIT C
EXHIBIT C-1

CONTINUING CONTRACT FOR CONSTRUCTION MANAGEMENT SERVICES
FOR CONSTRUCTION PROJECTS NOT TO EXCEED $2,000,000 &
FOR STUDIES WITH A FEE NOT TO EXCEED $200,000
OR AS ALLOWED BY SCHOOL BOARD POLICY

RFQ #18-Q-091-DR

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

Date: February 20, 2020
Project Name/Number: Facility Renewal
Project Location(s): McNair Magnet Middle School

LIST OF CONTRACT DOCUMENTS

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EXHIBIT C-2
CONTINUING CONTRACT FOR CONSTRUCTION MANAGEMENT SERVICES
FOR CONSTRUCTION PROJECTS NOT TO EXCEED $2,000,000 &
FOR STUDIES WITH A FEE NOT TO EXCEED $200,000
OR AS ALLOWED BY SCHOOL BOARD POLICY
RFQ #18-Q-091-DR
THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

Date:  February 20, 2020
Project Name/Number:  Facility Renewal
Project Location(s):  McNair Magnet Middle School

EXCEPTIONS, CLARIFICATIONS AND EXCLUSIONS
TO CONTRACT DOCUMENTS.

1. Timely completion of the project is contingent upon receipt of BPS Building Official approval to begin new construction activities with the issuance of building permits to support the project completion schedules outlined herein.
2. It is understood that any additional work required by the BPS Building official, not specifically identified in the GMP proposal, is excluded.
3. Removal of hazardous materials, if encountered, is excluded.
4. GPS is to provide a small space for a construction office for the duration of the project. A portable construction office trailer and supporting utilities are excluded.
5. The VALCOM Intercom System includes the VL520 displays and free wiring of the intercom system.
February 14, 2020

School Board of Brevard County
Building Department
Viera, FL 32940-6699

Attn: Chris Payne

Subject: McNair Magnet School Facility Renewal - Construction Management (CM) GMP Proposal Rev 3

Dear Chris,

Heard Construction, Inc. (HCI) has been contacted by the Brevard County School Board to provide a proposal for CM Services on the above referenced project per the drawings and specifications prepared by DDC Engineering, dated 1/14/2020. All work will be subject to terms and conditions as stipulated in the Continuing Contract for CM Services between Heard Construction Inc. and the School Board of Brevard County.

Activities generally covered by the aforementioned drawings and specifications will be covered by the following Scope of Work:

1. Replacement of all existing Controls
2. Provide new Notifier Fire Alarm System
3. Provide two (2) new chilled water air handler units in Building #13
4. Provide new A/C unit in Building #16
5. Paint the exterior of Building 16
6. Provide new VALCOM Intercom System with wiring in conduit and VL530 Displays.

HCI’s CM GMP for the above services is $1,339,859.34. We have enclosed our “Project Estimate” detailing the costs associated with this project. We have included a $42,000.00 Project Contingency Allowance which does not include the fee markup. Also, we have estimated the “Owner Direct Purchases” (ODP’s) (including Sales Tax) for the following materials:

- Mechanical Equipment: $30,000.00
- Electrical materials: $40,000.00
- Fire Alarm materials: $60,000.00
- VALCOM Intercom materials: $105,946.00

Total estimated ODP materials, including sales tax: $235,946.00.

HCI will begin this work on receipt of your ”Authorization to Proceed” and subsequent issuance of a Purchase Order. The total project will be substantially completed approximately 138 calendar days from the start of construction. The work will be scheduled during after school hours when school is in session and normal work hours during the summer recess. Full time on site supervision will be employed for the project duration. Brianna Buron will be HCI’s Project Manager and Randy Branson our full time on-site Superintendent. It is our intention to substantially complete the project by 7/31/2020. The Preliminary Project Milestone Schedule is as follows:
We acknowledge that if Substantial Completion is not attained before 7/31/2020 Liquidated Damages in the amount of $1000.00 per day will be imposed. If HCI fails to attain Substantial Completion the Final Completion Date shall be reset to the ninetieth (90th) day after the date of actual Substantial Completion and Liquidated Damages will be imposed at $500.00 per day.

QUALIFICATIONS, CLARIFICATIONS AND EXCLUSIONS
1. Timely completion of the project is contingent upon receipt of SBBC Building Official approval to begin new construction activities with the issuance of Building Permits to support the project completion schedules outlined herein.
2. It is understood, that any additional work required by the SBBC Building Official, not specifically identified in the GMP Proposal, is excluded.
3. Removal of hazardous materials, if encountered, is excluded.
4. BPS to provide small space for construction office for the duration of the project. A portable construction office trailer and supporting utilities are excluded.
5. The VALCOM Intercom System includes the VL520 Displays and free wiring of the intercom system.

Thank you for this opportunity and we look forward to working with you on this project. If you have any questions please give me a call (Cell # 537-2116) at your earliest convenience.

Sincerely,

Harry Earl
Heard Construction, Inc.

CC:
### Project No 2004640200  
BPS McNair Facility Renewal  
Revision 1  
Estimate Type: 100% Documents  
Estimate Status: Submitted  
2/19/2020

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<td>Patching &amp; painting in support of Fire Alarm Contactor</td>
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<td>3,500.00</td>
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<td>Ceiling repairs in support of Fire Alarm Contactor</td>
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<td>181,969.00</td>
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<td>Roofing repairs at roof top units</td>
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<td></td>
<td></td>
<td>3,000.00</td>
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<tr>
<td>CSI Division 9 - Finishes</td>
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<tr>
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<td>allowance</td>
<td>1,500.00</td>
<td>1,500.00</td>
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<tr>
<td>Remove damaged ceiling tiles and replace with new</td>
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<tr>
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<td>allowance</td>
<td>500.00</td>
<td>500.00</td>
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<td>Repair and paint walls where new temperature/humidity sensors are installed</td>
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<td></td>
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<td>CSI Division 23 - HVAC</td>
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<td>110,620.00</td>
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<td>New units Building 13 &amp; 16 - Includes T&amp;B of Newly installed equipment</td>
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<tr>
<td>CSI Division 23 - HVAC Total</td>
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<td>CSI Division 26 - Electrical</td>
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<tr>
<td>Electrical Subcontractor</td>
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<td>Is</td>
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<tr>
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<td>Relocate lighting allowance</td>
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<td><strong>126,946.00</strong></td>
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4 Electrical Upgrades for TECH

| CSI Division 3 - Concrete                              |     |       |            |                 |
| Cast-in-Place Concrete Subcontractor                   | 1   | allowance | 1,500.00  | 1,500.00        |
| Provide new 4" concrete transformer pads buildings 15 & 7 |     |       |            |                 |
| **CSI Division 3 - Concrete Total**                    |     |       |            | **1,500.00**    |

| CSI Division 9 - Finishes                              |     |       |            |                 |
| Painting and Coatings Subcontractor                    | 1   | allowance | 1,200.00  | 1,200.00        |
| Patching & painting in support of Electrical Contractor |     |       |            |                 |
| **CSI Division 9 - Finishes Total**                    |     |       |            | **1,200.00**    |

| CSI Division 26 - Electrical                           |     |       |            |                 |
| Electrical Subcontractor                               | 1   | Is    | 105,925.00 | 105,925.00      |
| Electrical Upgrades for Technology                     |     |       |            |                 |
| **CSI Division 26 - Electrical Total**                 |     |       |            | **105,925.00**  |

4 Electrical Upgrades for TECH Subtotal                  | **108,625.00**                          |

5 Paint exterior of Bldg. 16

| CSI Division 9 - Finishes                              |     |       |            |                 |
| Painting and Coatings Subcontractor                    | 1   | Is    | 15,309.00  | 15,309.00       |
| Paint exterior of Building 16                         |     |       |            |                 |
| **CSI Division 9 - Finishes Total**                    |     |       |            | **15,309.00**   |

5 Paint exterior of Bldg. 16 Subtotal                    | **15,309.00**                           |

6 New Intercom System

| CSI Division 9 - Finishes                              |     |       |            |                 |
| Painting and Coatings Subcontractor                    | 1   | allowance | 2,750.00  | 2,750.00        |
| Patching & painting in support of the Intercom Contractor |     |       |            |                 |
| Ceilings Subcontractor                                 | 1   | allowance | 1,800.00  | 1,800.00        |
| Remove/replace ceiling tile in support of Intercom Contractor |     |       |            |                 |
| **CSI Division 9 - Finishes Total**                    |     |       |            | **4,550.00**    |

<p>| CSI Division 27 - Communications                       |     |       |            |                 |
| Communications Subcontractor                           | 1   | Is    | 256,013.00 | 256,013.00      |
| New VALCOM Intercom System by BBTS /with electrical support from Gerelico |     |       |            |                 |</p>
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<tr>
<th>Item Description</th>
<th>Qty</th>
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<td><strong>6 New Intercom System Subtotal</strong></td>
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**Notes**

- Estimated Cost Subtotal: 1,219,269.60
- Overhead @ 0.00%: 0.00
- Subtotal: 1,219,269.60
- Fee @ 5.00%: 60,963.48
- Subtotal: 1,280,233.08
- Contingency: 42,000.00
- Pre-construction/Design: 0.00
- General Liability @ 0.25%: 3,048.17
- Professional Liability @ 0.00%: 0.00
- Builders Risk Insurance: 0.00
- Subcontractor Bonds: 0.00
- Subtotal: 1,325,281.25
- Bond @ 1.10%: 14,578.09
- Total: 1,339,859.34
Bid Award Analysis

HCI Project #: 1904641600

Project Name: BPS McNair Facility Renewal PRE-CON
Owner: School Board of Brevard County
Architect/Engineer: DDC Engineering

Bid Package No.: 23
Bid Package Description: Controls

Bid Award to:
On the basis of:

☐ LOWEST PRICE  ☐ PRICE AGREEMENT  ☐ SOLE SOURCE AS DIRECTED BY OWNER
☐ EARLY DELIVERY  ☐ REQUIRED DESIGN  ☐ LACK OF 3 ACCEPTABLE SOURCES
☐ BETTER QUALITY  ☐ EMERGENCY REQ.  ☐ LACK OF MINORITY PARTICIPATION
☐ OTHER (describe):

Scope Meeting Notes:
HCI notes that Precision Automation is not and approved Controls Contractor and does not meet the design specifications for the Project. HCI recommends Automated Logic Corporation (ALC) the apparent low bidder. HCI recommends that the BPS Project Management Team give Final Approval to Contract with ALC for this Project. HCI has no work experience with Precision Automation.

Bidder Information

GMP Budget:
This Subcontract Amount: $313,087.00

Contact: Kyle Hightower
Telephone: FAX:

Bid Award Analysis for the Contractor by:

Harry Earl, Vice President
(Signature)

Approved by the Owner for the Contractor to award to the bidder by:

(Signature)
### Bid Tabulation

**HCI Project # 1904641600**

**Bid Package No.:** 23  
**Bid Package Description:** Controls  
**Bid Review Date:** 2/12/2020  
**Bid Opening Location:** 95 E. Hall Rd.  
Merritt Island, FL 32954

**Owner Project No.:** 22007694  
**Project Name:** BPS McNair Facility Renewal PRE-CON  
**Construction Budget:**  
**Architect/Engineer:** DDC Engineering

<table>
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<tr>
<th>Bidder</th>
<th>Bid Bonds</th>
<th>Addenda Received</th>
<th>Subs Listed</th>
<th>MBE %</th>
<th>Base Bid</th>
<th>Alternates</th>
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$0.00 in Base Bid Column indicates "No Bid"

**Scope of Alternates (all alternates must have a typed explanation):**

- **Alternate No. 1:** Mechanical Contractor Support
- **Alternate No. 2:**
- **Alternate No. 3:**

**Notes:**

HCI notes that Precision Automation is not and approved Controls Contractor and does not meet the design specifications for the Project. HCI recommends Automated Logic Corporation (ALC) the apparent low bidder. HCI recommends that the BPS Project Management Team give Final Approval to Contract with ALC for this Project. HCI has no work experience with Precision Automation.
Budget Proposal

Prepared For: Bidders
Attn:
Project Info: McNair ES

Date: 2/11/2020
Prepared By: Kyle Hightower | Sales Engineer
M: 407-340-8807
Kyle.Hightower@automatedlogic.com

Quote #: 00518897
Terms: This proposal is subject to the attached TERMS AND CONDITIONS OF SALE AUTOMATED LOGIC CONTRACTING SERVICES, INC. dated (July 1, 2019)

Scope of Work

Project Description:
Automated Logic will provide all necessary engineering, software, hardware, installation, project management, functional verification, programming, and warranty for a complete, turnkey system based on the following scope:

Install Automated Logic Controls based on the following
- Drawings dated: 1/14/2020
- Draft Specifications
- Addendum Covered XXXXX
- Engineer – DDC

(01) Automated Logic Technical Services
- End of project As Built Documentation
- Provide Floor Plan and Equipment Graphics
- Provide programming and point-to-point field verification
- Commissioning Support for ALC provided devices
- Provide TAB support
- Two year warranty on parts and labor provided by Automated Logic for the scope of work in this proposal.

Inclusions
- Automated Logic Direct digital controls for the following equipment:
  - (01) BAS Server – WebCTRL
  - (02) Existing VAV AHUs
    - (01) CHW valve/actuator (Adder option to install valve-by ALC- see pricing page )
  - (02) New VAV AHUs
    - (01) CHW valve/actuator (Adder option to install valve-by ALC- see pricing page )
  - (36) room units- 72 valves total (1 OSA coil and 1 CHW coil)
    - (01) OSA valve/actuator (Adder option to install valve-by ALC- see pricing page )
    - (01) CHW valve/actuator (Adder option to install valve- by ALC – see pricing page )
  - (20) VAVs
  - (01) EFs
  - (01) split systems
  - (01) Existing cooling tower
    - (01) 4 inch by pass valve (Adder option to install valve- by ALC – see pricing page )
  - (02) Chillers
    - (02) 6 inch ISO valves-- 4 total (Adder option to install valve- by ALC – see pricing page )
BUILDING AUTOMATION SYSTEM PROPOSAL

- (04) pumps
- (02) RTUs

- Provide all necessary low voltage control wiring per local installation code. ALC shall reuse all existing panels, conduit and wire to new end devices. ALC shall provide all new comm loop thru campus, new controllers, end devices and valves.
- Provide all required engineering, submittals, and project management

Exclusions
- Bonding is not included in this project (bonding available at additional cost)
- Installation of in-duct devices (dampers, access doors, etc.)
- Installation of in-pipe devices (control valves, thermo-wells, flow meters, pressure taps, and associated piping)
- Interlock wiring or device installation for devices/equipment provided by others unless specifically listed herein
- Controls for equipment not listed under “inclusions” section above
- Line and/or load side power wiring
- Starters, disconnects or VFDs, unless included above
- Cutting, patching and painting of finished surfaces
- Testing and Balancing of air or hydronic systems
- Installation of control valves
- Fire alarm work of any type unless noted above
- Control dampers
- Fire Smoke dampers
- OCIP
- CCIP
- Attic stock
- Cat. 5 or Cat. 6 cabling

Clarifications
- **Device/Installation Standards:** All controls will be Automated Logic standard devices. All installation shall be per ALC installation standards.
- **ALC System Commissioning and Validation:** ALC controls startup consists of field wiring verification, end to end testing for all inputs and outputs, software configuration, and sequence of operation verification. ALC controls startup does not include functional performance testing or third party commissioning. Third party commissioning assistance and functional performance testing are only included to the limits outlined in the inclusions section above. In addition to the standard startup work, functional performance testing support can be provided by ALC technicians. Pricing is available upon request.

Schedule
- ALC shall commence work on this project within (30) days of receiving a fully executed subcontract.
- The work of this proposal shall be performed during normal working hours unless expressly stated otherwise above.
- The project shall be complete according to the project schedule as defined in the project specifications. If no project schedule is defined in the contract documents, a mutually agreeable schedule shall be developed between ALC and the Contractor
- ALC shall manage the startup schedule for all ALC provided devices. The work can be performed with other parties present, with proper coordination.
- Delivery of completed submittal package is dependent on receipt of approved submittals for all controlled equipment.

Conditions
- Based on the attached contract terms.
- Work and material will be progress billed. Payment shall be made net 30 days from date of invoice.
- Customer client computers must meet the following browser requirements:
- Customer to provide static IP addresses for DDC router(s) and front end computer
Project Cost

Building Automation System - $313,087.00
Add option to install Valve/actuators for 4 AHUS, 36 FCU, 1 CWS By-pass, 4 Chiller ISO valves +$44,921.00

Thank you for your consideration of Automated Logic for this project. We look forward to working with you and your team on this unique opportunity. Please feel free to contact me anytime with questions or for any clarifications or scope modifications.

Brian Kyle Hightower
Senior Account Executive
Automated Logic
M: 407-340-8807
Kyle.Hightower@automatedlogic.com

PROCEED AS INDICATED:

<table>
<thead>
<tr>
<th>AUTOMATED LOGIC</th>
<th>CUSTOMER:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Customer Name</td>
</tr>
<tr>
<td>Signature</td>
<td>Signature</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
<tr>
<td>Title</td>
<td>Title</td>
</tr>
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</table>
12. AUTOMATED LOGIC TERMINATION – Automated Logic reserves the right to discontinue its service or performance under this Agreement any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement in such a manner as to impair the performance between Customer and Automated Logic. Should Customer fail to make payment in accordance with the terms of this Agreement and such failure continues without cure for a period of five (5) days following Customer’s receipt of written notice of such payment default, Automated Logic may terminate this Agreement without liability.

13. CLAIMS / ALC EMPLOYEES – Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date of the claim accrued. The Customer acknowledges that Automated Logic’s employees are valuable assets to Automated Logic. During the term of this Agreement or one hundred eighty (180) days from the effective date thereof, whichever is greater, if Customer hires Automated Logic’s employees who worked at the Customer’s facility at any time, the Customer agrees to pay Automated Logic an amount equal to twelve (12) month’s salary for each such employee, and 2) reimburse Automated Logic for all costs associated with any training Automated Logic provided to such employees.

15. GOVERNMENT PROCUREMENTS – (a) COMMERCIAL ITEMS – The components, equipment and services provided by Automated Logic under this Agreement are “commercial items” as defined in the FAR 2.101 of the Federal Acquisition Regulations (“FAR”), and the prices of such components, equipment and services are based on Automated Logic’s commercial pricing policies and practices (which do not consider any special requirements of U.S. Government contract pricing policies, FAR Part 31, or any similar procurement regulations). As such, Automated Logic will not agree to provide or certify cost information to any such inquiries or interrogations, nor will Automated Logic agree to select or pay with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as DFARS or FARs, shall apply to this Agreement except those regulations expressly accepted in writing by Automated Logic.

(b) WHERE AUTOMATIC LOGIC IS SUBCONTRACTOR – Where Automated Logic is subcontractor, Automated Logic is agreeing to perform a prime subcontract for the sale of a commercial item on a fixed-price basis to Customer (or its prime entity) and as such shall be free of Federal Acquisition Regulations (FAR) and DFARS or any other government procurement regulations of any kind which apply to this Agreement, except those regulations expressly accepted in writing by Automated Logic. In addition, Automated Logic is further agreeing to provide or certify cost information to any such inquiries or interrogations concerning a subcontractor of Automated Logic for this Agreement.

16. HAZARDOUS MATERIALS – If Automated Logic encounters any asbestos or other hazardous material while performing this Agreement, Automated Logic may suspend its work and remove its employees from the premises until such material and any hazards associated with it are abated. The time for Automated Logic’s performance will be extended accordingly, and Automated Logic shall be compensated for the delay.

17. OCCUPATIONAL SAFETY AND HEALTH – Automated Logic and Customer agree to notify each other of any hazards encountered in the performance of work under this Agreement, which the other party has not previously notified to the other. If in the course of work performed hereunder, Automated Logic and/or Customer is found to be in violation of any applicable laws, regulations, or standards, Customer shall be liable for all fines, penalties, and costs associated with such violation.

18. ENTIRE AGREEMENT, ASSIGNMENT AND MODIFICATION – This Agreement contains the complete and exclusive statement of the agreement between Automated Logic and Customer and supersedes all previous understandings or communications with respect to the subject matter of this Agreement. No modification of this Agreement shall be binding upon the parties unless made in writing and duly executed by both parties hereto.

19. CUSTOMER CONSENT – Customer consents and agrees that Automated Logic may, from time to time, publicize Automated Logic-related projects with Customer, including the subject of such information, in all forms and media for advertising, sales, and any other lawful purposes.

20. FOR WORK BEING PERFORRED IN CALIFORNIA – Contractors are required by law to be licensed and regulated by the Contractors’ State License Board which has jurisdiction to investigate complaints against contractors. If a complaint is filed, Automated Logic is required to appear before the Board and present evidence to the Board. In the event the Board finds evidence of the alleged violation. A complaint regarding a contractor’s work or conduct may be filed with the Contractors State License Board, 501 Capitol Mall, Suite 200, Sacramento, California 95814.

21. INTELLECTUAL PROPERTY – In consideration of the terms stated herein, Automated Logic grants to the Customer a non-exclusive, non-transferable, non-assignable, non-sublicensable, right to use the Automated Logic software and hardware for its intended purpose only. Automated Logic shall not be held responsible for any damage or loss caused by the use of Automated Logic software and hardware.

22. DATA PRIVACY – Each party will comply with applicable data privacy laws governing personal information collection and processing activities in connection with this Agreement.

23. REMOTE MONITORING

(a) DATA RIGHTS – Customer hereby grants and agrees to grant Automated Logic a worldwide, non-exclusive, non-transferable, non-sublicensable, royalty-free license to use any Source Data with the right to sublicense to its affiliates and suppliers for (i) Automated Logic’s performance of services pursuant to this Agreement, (ii) the improvement of Automated Logic servers, and Automated Logic’s Analytics Platform, (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use databases and/or software for the purpose of monitoring, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and (vii) in support of Automated Logic agreements.

(b) SOURCE DATA – Source Data shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Automated Logic’s data center, data lake, or third party cloud service).

(c) ANALYTICS PLATFORMS – Automated Logic shall provide for the purposes of monitoring, development of best practices, product improvement, and the provision of services to third parties, use its data analytics and data processing services to analyze Source Data, perform statistical analysis, and provide reports to Customer. Customer shall provide automated Logic with such access to and control of Customer’s systems and devices necessary to enable Automated Logic’s performance of services pursuant to this Agreement.

(d) RETURN OF DATA – Customer understands and acknowledges that Automated Logic will collect Source Data that will be stored on and transmitted to Automated Logic’s servers and is supplied to suppliers of Automated Logic that are contracted by Automated Logic and used to transmit, process, extract or store such Source Data for purposes of Automated Logic’s performance of the services in accordance with this Agreement. Such data and information has been shared among Automated Logic’s servers, computing platforms, and analytics services. Such information shall be part of Automated Logic’s database and therefore subject to the license term under section 230(c).

(e) DATA DELIVERY – During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware resolves power issues, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data and (iii) avoid intentional action to mislead Automated Logic’s collection of Source Data which would result in the data collection hardware or software without Automated Logic’s express written consent, which consent shall not be unreasonably withheld.

7-01-2019
# Bid Award Analysis

**HCI Project # 1904641600**

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>BPS McNair Facility Renewal PRE-CON</th>
<th>Bid Review Date:</th>
<th>2/12/2020</th>
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**Bid Award to:**

- [x] LOWEST PRICE
- [ ] EARLY DELIVERY
- [ ] PRICE AGREEMENT
- [ ] REQUIRED DESIGN
- [ ] SOLE SOURCE AS DIRECTED BY OWNER
- [ ] LACK OF 3 ACCEPTABLE SOURCES
- [ ] BETTER QUALITY
- [ ] EMERGENCY REQ.
- [ ] LACK OF MINORITY PARTICIPATION
- [ ] OTHER (describe):

**Scope Meeting Notes:**

HCI recommends Reliable Services the apparent low bidder. We have reviewed the scope of work to ensure no gaps exist in Reliable’s Proposal and all work is per plans and specifications. At the conclusion of the negotiations Reliable was the successful bidder. HCI recommends the project be awarded to Reliable. Test & Balance of the new mechanical equipment installed is included in Reliable’s Proposal.

---

**Bidder Information**

<table>
<thead>
<tr>
<th>Contact:</th>
<th>Tim Engley</th>
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<tbody>
<tr>
<td>Telephone:</td>
<td>FAX:</td>
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**GMP Budget:**

This Subcontract Amount:

---

**Bid Award Analysis for the Contractor by:**

Harry Earl, Vice President  
(Signature)

Approved by the Owner for the Contractor to award to the bidder by:

(Signature)
Bid Package No.: 23  
Bid Package Description: Mechanical  
Bid Review Date: 2/12/2020  
Bid Opening Location: 95 E. Hall Rd, Merritt Island, FL 32954  

Owner Project No.: 22007694  
Project Name: BPS McNair Facility Renewal PRE-CON  
Construction Budget:  
Architect/Engineer: DDC Engineering  

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<th>Addenda Received</th>
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$0.00 in Base Bid Column indicates “No Bid”

Scope of Alternates (all alternates must have a typed explanation):

Alternate No. 1:  
Alternate No. 2:  
Alternate No. 3:  

Notes:  
HCI recommends Reliable Services the apparent low bidder. We have reviewed the scope of work to ensure no gaps exist in Reliable’s Proposal and all work is per plans and specifications. At the conclusion of the negotiations Reliable was the successful bidder. HCI recommends the project be awarded to Reliable. Test & Balance of the new mechanical equipment installed is included in Reliable’s Proposal.
February 12, 2019

Mr. Harry Earl
Heard

Re: McNair Magnet School

Dear Mr. Earl,

We are pleased to offer this change order proposal per request at the above referenced project. This proposal is based on mechanical drawings provided by DDC Engineering dated 1-14-20. We include in our scope.

- Reclaim refrigerant per EPA standards
- Demo & remove (1) split system
- Demo & remove (2) roof top chilled water air handlers
- Demo & remove insulation from ductwork serving AHU 13-1 & AHU 13-2
- Provide & install (1) Carrier split system
- Provide & install (2) Carrier roof top chilled water handlers
- Provide & install (2) new roof curb’s
- Provide & install (1) new VAV box
- Re-seal duct work for AHU 13-1 and AHU 13-2
- Provide & install fiberglass blanket wrap insulation on duct work for AHU 13-1 & AHU 13-2
- Disconnect & reconnect chilled water piping
- Disconnect & reconnect condensate piping
- Disconnect & reconnect duct work
- Disconnect & reconnect refrigerant piping
- Provide & install new PVC condensate piping
- Provide portable de-humidifier while duct is being re-insulated for AHU 13-1 and 13-2
- Start-up of HVAC equipment
- Certified Test & Balance
- Mobilization of equipment & materials
- Clean-up & supervision
- Crane rental
- Tax & warranty

TOTAL COST: $110,620.00

Exclusions:

- Repairs to existing equipment, roofing, drywall cutting or patching
- Line voltage electrical, fire damper framing, fire alarm connections
- Engineered drawings, permit, performance bond

Thank you for the opportunity to quote this project. Please contact me at 407-456-1663 if you have any questions.

Sincerely,

Timothy S. Engley
Reliable Services Group
Precision Air Conditioning
Of Brevard, Inc.
505 Canaveral Groves Blvd
Cocoa, Fl. 32926
License #CM-C1249533

Bid # B-1688 2/12/20

Attn: Brianna Burton E-Mail: bburton@heardconstruction.com

Ref: McNair Middle School

Subj.: Scope and Quote

Precision Air Conditioning of Brevard, Inc. will provide all labor, equipment and installation of the Air Conditioning and Mechanical System(s) as noted below:

I. Drawings: “M” Drawings Only Dated January 14th, 2020
II. Specifications: Division 23 Only (Excluding Fire Protection)
III. Addendum: One Bid Clarification dated 2-4-2020

IV. Included:
- Test and Balance of all new equipment only.
- Remove and replace all duct insulation associated with AHU 13-1 and 13-2. Seal all duct prior to applying new insulation.
- One (1) VAV (V-16-1) is included. No Motor Starters are included.
- Two (2) RTU’s are included with adapter curbs. It is assumed that the existing curbs are suitable for a curb adapter. RTU’s to have new 2 1/2” Chilled water hook ups. Chilled water piping to be insulated as specified. No Motor Starters are included.
- Crane Service
- One (1) A/C split system is included as shown on M-13 No Motor Starters are included.
- One (1) Ceiling Mounted Exhaust Fan as shown on M-12 is included (Roof cutting, patching, repairing, waterproofing and structural steel (if required), provided/installed by G.C.)
- Install (2) motorized dampers as shown on M-13. Dampers provided by others.

V. Excluded:
- Permits, Design Calculations, Engineering, Stamped/Sealed Drawings, etc. of any kind
- Controls of any kind.
- Dehumidifier for Bldg. 13 by others.
- No control dampers or actuators.
- No Ceiling removal, replacement or repair.
- Protection and relocation of existing furniture/flooring/etc.
- Electronic Files to be provided in AutoCadd format by G.C./Owner
- BIM Modeling...we provide 2D AutoCadd drawings only
• Commissioning...we do include Start Up & Check Out (unless specifically included above)
• Concrete cutting, patching, repairing, replacing, etc. (We perform core drilling only)
• Concrete of any kind including but not limited to housekeeping pads, curbs, etc.
• CMU wall penetrations (We provide “X” and “Y” dimensions only...layout is the responsibility of the G.C or installing contractor)
• Roof penetrations, sealing, strapping, waterproofing, etc.
• Patching, Painting, Caulking or Fire Caulking of any kind
• Fire Proofing patch or repair (we will remove as necessary)
• Any/all structural frames for louvers, equipment, piping or duct by G.C.
• Electrical work to be performed by others, 24 Volt Only
• Motor Starters, Disconnects, wiring of smoke, fire/smoke or other life safety devices.
• All Fire Protection By Others.
• Auxiliary Supports, Steel, etc. By Others
• Overtime
• Quoted price based on Normal Working Hours/Days
• Asbestos, ACM, or other hazardous material ID, abatement or removal of any kind
• Offsite trash removal, dumpsters provided by G.C. or owner
• Architectural louvers of any kind.
• Temporary filter media over supply and return grilles.
• Safe access to all areas of work, including roof, without the need for extension ladder

VI. Total Price .................$118,330.00

Precision Air Conditioning carries an Industry Standard Insurance Umbrella in the amount of $1,000,000.00

If Payment and Performance Bonds are required, please add 1.44% to this price.

Should you have any questions, please contact the undersigned at (321) 617-6902.

Sincerely,
Precision Air Conditioning of Brevard, Inc.

Bill Fenton
Operations Manager

Exception is taken to any specifications, or requirements, that are contradictory, or in conflict with PAC’s Scope of work as delineated above.
February 12, 2020

Heard Construction, Inc.
95 E. Hall Road
Merritt Island, Fl. 32953

Mr. Harry C. Earl

R/T McNair Middle School

We are pleased to provide this Pricing for the above reference project. The following is included in our scope of work as per Drawing dated 1/14/20:

- Remove (2) York AHU's (Bld.13)
- Install (2) Curb Adaptor
- Install (2) new York AHU's
- Re-pipe as needed for new Ahu's
- Remove all duct insulation
- Inspect all sheet metal duct and re seal it
- Remove (1) Trane Split System (Bld.16)
- Install new 16 seer Trane split system
- Reconnect existing Duct
- Install new drain lines
- Start up and adjust units
- 2nd-5th Year Replacement Compressor Warranty
- Provide up to (8) hours of training for new system
- Crane Rental
- Equipment rental
- Clean up for Schwenn Services Only
- Permit and Warranty

Total: $193,661.00
The following is not included in our scope of work:

- Fire Alarm work of any kind
- Control work of any type
- Smoke Detectors
- Electrical work of any kind
- Conduit for controls wire
- Building LAN drops for BAS system (needs to be by others)
- Floor plan CAD files (Provide by Mech. Engineer)
- Integration to or point mapping to or from existing BAS of any type
- Roof work of any kind
- Ceiling Grid removal and replacement
- Drywall work of any type
- Painting and repairs
- Hole cutting or patching of any kind
- Missing or Broken Dampers
- Soffit removal or replacement
- Concrete work of any type
- Chain-link Fencing
- Anything not shown on drawings
- Premium or Overtime Rates
- Mechanical Drawing
- Repairs to existing equipment
- Landscape repair from equipment
- Temp Air

If you should have any further questions, please feel free to contact me.

David Nunes
Project Manager
407 466 9908
Bid Award Analysis

HCI Project # 1904641600

Project Name:  BPS McNair Facility Renewal PRE-CON
Owner:  School Board of Brevard County
Architect/Engineer:  DDC Engineering
Bid Package No.:  26, 27 & 28
Bid Package Description:  Electrical, Intercom and Fire Alarm
Bid Award to:
On the basis of:  ☑ LOWEST PRICE  ☐ PRICE AGREEMENT  ☐ SOLE SOURCE AS DIRECTED BY OWNER
☐ EARLY DELIVERY  ☐ REQUIRED DESIGN  ☐ LACK OF 3 ACCEPTABLE SOURCES
☐ BETTER QUALITY  ☐ EMERGENCY REQ.  ☐ LACK OF MINORITY PARTICIPATION
☐ OTHER (describe):

Scope Meeting Notes:
HCI recommends Gerelco the apparent low bidder. We have reviewed the scope of work to ensure no gaps exist in Gerelco’s Proposal and all work is per plans and specifications. At the conclusion of the negotiations Gerelco was the successful bidder. HCI recommends the project be awarded to Gerelco. $35,823.00 will be added to Gerelco’s price to include the Intercom VL520 Displays.

Bidder Information

GMP Budget:
This Subcontract Amount:  $551,733.00

Contact:  Lou Coutermash
Telephone:  FAX:

Bid Award Analysis for the Contractor by:
Harry Earl, Vice President  (Signature)

Approved by the Owner for the Contractor to award to the bidder by:

(Signature)
Bid Tabulation

HCI Project # 1904641600

Bid Package No.: 26, 27 & 28
Bid Package Description: Electrical, Intercom and Fire Alarm
Bid Review Date: 2/12/2020
Bid Opening Location: 95 E. Hall Rd.
Merritt Island, FL 32954

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<th>Addenda</th>
<th>Subs Listed</th>
<th>MBE %</th>
<th>Base Bid</th>
<th>Alternates</th>
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$0.00 in Base Bid Column indicates "No Bid"

Scope of Alternates (all alternates must have a typed explanation):

Alternate No. 1: Intercom
Alternate No. 2: Fire Alarm
Alternate No. 3: Technology

Notes:

HCI recommends Gerelco the apparent low bidder. We have reviewed the scope of work to ensure no gaps exist in Gerelco's Proposal and all work is per plans and specifications. At the conclusion of the negotiations Gerelco was the successful bidder. HCI recommends the project be awarded to Gerelco. $35,823.00 will be added to Gerelco's price to include the Intercom VL520 Displays.
Trade Contractor Bid Form  
For  
School Board of Brevard County  
BPS McNair Facility Renewal PRE-CON  

Trade Contractor/Vendor Name: Gerelco Electrical Contractors, Inc.  
Address: 560 NW Enterprise Drive  
Port St. Lucie, FL 34986  

Telephone Number: 772-340-7474  
Fax Number: 772-340-7475  
Contractors State of Florida License # (if applicable): EC-13003415  

Bids - Due 2:00:00 PM on 2/12/2020 at Heard Construction, Inc. Main Office  
(95 E. Hall Rd., Merritt Island, FL, 32954.)  
NOTE: Faxed proposals will be considered.  

Division  
Bid Package No. 26, 27, 28 for the sum of  

Five Hundred Fifty One Thousand Seven Hundred Thirty Three  

Dollars ($551,733.00)  

Bid Package No. for the sum of  

Dollars ($______)  

Bid Package No. for the sum of  

Dollars ($______)  

Alternate Bid Items: No Conduit for IC  

Deduct $34,000.00  

VL Displays  

Add $35,823.00  

Dollar Percentage of MBE Participation: 0%  

Included in the above bid package is the cost for a Performance and Payment Bond, in accordance with Item 17 of section 2 - Information to Bidders. Amount Included: ($43,004.00)  

Receipt of the following addenda is hereby acknowledged:  

Addendum Date Addendum Date Addendum Date Addendum Date  

Addendum Date Addendum Date Addendum Date Addendum Date  

Addendum Date Addendum Date Addendum Date Addendum Date  

Addendum Date Addendum Date Addendum Date Addendum Date  

The bidder acknowledges receipt of all project documents including the project schedule. The bidder acknowledges they have visited the project site and are familiar with all existing site conditions. The bidder acknowledges that they have read the information to bidders and are in conformance with all items contained therein. The above proposal shall remain in effect for 60 calendar days after the time of opening of this proposal and bidder will not revoke or cancel this proposal within the said 60 days.  

Authorized Signature: Louis Coutermash  
Printed or Typed Name: Louis Coutermash  
Title: Pre-Construction Management  
Date: 2/12/2020  

End of Bid Form
Here you are Harry.

Lou,  

Can you breakdown your bid as follows:  

New Fire Alarm  

$181,969.00

Electrical for Technology (Charging Stations)  

$105,925.00

Electrical for HVAC support  

$7,826.00

New Intercom  

$256,013.00

The Distribution gear (500KVA Xfmr, 75 KVA Xfmr, 2 panels, and 3 disconnects) are in the Charging Stations along with connections to DDC, and IC panels, and Fire Alarm Panels. A lot of Conduit in the Intercomm.

Give me a call if you have any questions.

Thanks,

Harry

(cell) 321 537-2116
Attached please find our bid form for the above mentioned project.

Thank you,

Lou Coutermarsh

Gerelco Electrical Contractors, Inc.

560 NW Enterprise Drive - Port St Lucie, FL 34986 - (Ph) 772.340.7474 - (C) 772-216-2123 - lcoutermarsh@gerelco.com

1900 South Harbor City Blvd. – Melbourne, FL 32901

5709 N. 50th Street – Tampa, FL 33610 – Phone 813-443-8338
Trade Contractor Bid Form

For
School Board of Brevard County
BPS McNair Facility Renewal PRE-CON

Trade Contractor/Vendor Name: Florida East Coast Contractors
Address: 404 Hawk St STE A, Rockledge FL 32955

Telephone Number: 321-635-9566 
Fax Number: 321-635-9568

Contractors State of Florida License # (if applicable): EC13004910

Bids - Due 2:00:00 PM on 2/12/2020 at Heard Construction, Inc. Main Office
(95 E. Hall Rd., Merritt Island, FL, 32954.)
NOTE: Faxed proposals will be considered.

Bid Package No. Base div. 26, 28 for the sum of Four Hundred One Thousand Fifty Two Dollars ($ 401,052.00 )

Bid Package No. Base intercom per drawings for the sum of One Hundred Ninety Five Thousand Seven Hundred Dollars ($ 195,700.00 )

Bid Package No. Intercom deduct for free wire for the sum of Thirty Three Thousand Dollars ($ 33,000.00 )

Alternate Bid Items: Add for intercom with VL520 displays Sixteen Thousand Five Hundred Dollars $16,500.00

Dollar Percentage of MBE Participation: 0

Included in the above bid package is the cost for a Performance and Payment Bond, in accordance with Item 17 of section 2 - Information to Bidders. Amount Included: ($ Intercom $6,180.00 )
DIV 26, 28 $11,052.00

Receipt of the following addenda is hereby acknowledged:

Addendum 999 Date 2-4-2020 
Addendum 810 Date 2-12-2020

The bidder acknowledges receipt of all project documents including the project schedule. The bidder acknowledges that they have visited the project site and are familiar with all existing site conditions. The bidder acknowledges that they have read the information to bidders and are in conformance with all items contained therein. The above proposal shall remain in effect for 60 calendar days after the time of opening of this proposal and bidder will not revoke or cancel this proposal within the said 60 days.

Authorized Signature: Rich Simeone
Printed or Typed Name: Rich Simeone
Title: Vice President

Date: 2-12-2020

End of Bid Form
Below is a break out

Fire alarm $311,714.00 (includes full fire alarm system, conduit and power for new equipment) ADT commercial will be doing the install (they used to be Red Hawk till they got bought out)

The technology work and HVAC work is a little hard to completely breakout because all my gear is lumped into one quote for both areas

Technology work $39,350.00
All switch gear $40,235.00 (includes tax)
HVAC support $9,753.00
I don’t have any money in there to remove or reinstall any lighting for the HVAC work since there wasn’t any way for me to know how many lights needed to be removed.

Intercom
Base intercom per drawing fully piped system $195,700.00
To free wire CAT6 instead of piping Deduct $33,000.00
To provide A VL520 intercom system Add $16,500.00
Estimated ODP $80,000.00
I would be using Atlantis for the intercom

Let me know if you need anything else. You can give me a call on my cell if you need tc. 321-288-7246

Thank you,
Rich Simeone
Florida East Coast Contractors
321-635-9566

From: Harry Earl <hearl@heardconstruction.com>
Sent: Wednesday, February 12, 2020 3:03 PM
To: Rich Simeone <rsimeone@flecc.com>
Subject: RE: McNair Fire alarm

Email is fine Rich.

Also, include estimated ODP’s for each line item.

Who are you using for the Intercom? Fire Alarm?

Your looking good on this one Rich.

Harry
From: Rich Simeone [mailto:rsimeone@flecc.com]
Sent: Wednesday, February 12, 2020 2:36 PM
To: Harry Earl
Subject: RE: McNair Fire alarm

Yessir do you need it on the bid form or is an email ok?

Thank you,
Rich Simeone
Florida East Coast Contractors
321-635-9566

From: Harry Earl <hearl@heardconstruction.com>
Sent: Wednesday, February 12, 2020 2:18 PM
To: Rich Simeone <rsimeone@flecc.com>
Subject: RE: McNair Fire alarm

Rich,

Can you breakdown your bid as follows:

New Fire Alarm

Electrical for Technology (Charging Stations)

Electrical for HVAC support

New Intercom

Give me a call if you have any questions.

Thanks,
Harry
(cell) 321 537-2116

From: Rich Simeone [mailto:rsimeone@flecc.com]
Sent: Wednesday, February 12, 2020 1:46 PM
To: Harry Earl; Brianna M. Burton
Subject: RE: McNair Fire alarm

Harry/Brianna

Attached is our bid for McNair. Let me know if you have any questions.

Thank you,
Rich Simeone
Florida East Coast Contractors
321-635-9566

From: Harry Earl <hearl@heardconstruction.com>
Sent: Wednesday, February 12, 2020 9:57 AM
Bid Award Analysis

HCI Project #: 1904641600

Project Name: BPS McNair Facility Renewal PRE-CON
Bid Review Date: 2/12/2020

Owner: School Board of Brevard County

Architect/Engineer: DDC Engineering

Bid Package No.: 9
Bid Package Description: Painting Exterior of Building #16

Bid Award to:
On the basis of:
☒ LOWEST PRICE ☐ PRICE AGREEMENT ☐ SOLE SOURCE AS DIRECTED BY OWNER
☒ EARLY DELIVERY ☐ REQUIRED DESIGN ☐ LACK OF 3 ACCEPTABLE SOURCES
☒ BETTER QUALITY ☐ EMERGENCY REQ. ☐ LACK OF MINORITY PARTICIPATION
☒ OTHER (describe):

Scope Meeting Notes:
HCI recommends Acousti the apparent low bidder. We have reviewed the scope of work to ensure no gaps exist in Acousti’s Proposal and all work is per plans and specifications. At the conclusion of the negotiations Acousti was the successful bidder. HCI recommends the project be awarded to Acousti.

Bidder Information

GMP Budget: $15,309.00
This Subcontract Amount:

Contact: John Chance
Telephone: FAX:

Bid Award Analysis for the Contractor by:

Harry Earl, Vice President

(Signature)

Approved by the Owner for the Contractor to award to the bidder by:

(Signature)
**Bid Tabulation**

**HCI Project # 1904641600**

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| Bid Opening Location:  | 95 E. Hall Rd.  
                        | Merritt Island, FL 32954 |

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<th>22007694</th>
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<tr>
<td>Project Name:</td>
<td>BPS McNair Facility Renewal PRE-CON</td>
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<tr>
<td>Construction Budget:</td>
<td>$15,309.00</td>
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<tr>
<td>Architect/Engineer:</td>
<td>DDC Engineering</td>
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<tr>
<th>Bidder</th>
<th>Bid Bonds</th>
<th>Addenda Received</th>
<th>Subs Listed</th>
<th>MBE %</th>
<th>Base Bid</th>
<th>Alternates</th>
<th>License Verified</th>
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<tbody>
<tr>
<td>Acousti</td>
<td>$15,309.00</td>
<td></td>
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<td>No. 1:</td>
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<td>Hot Spray</td>
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<td>H.I.S. Painting</td>
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<td>Division 9 Painting</td>
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</tbody>
</table>

$0.00 in Base Bid Column indicates "No Bid"

Scope of Alternates (all alternates must have a typed explanation):

Alternate No. 1: 

Alternate No. 2: 

Alternate No. 3: 

Notes:

HCI recommends Acousti the apparent low bidder. We have reviewed the scope of work to ensure no gaps exist in Acousti's Proposal and all work is per plans and specifications. At the conclusion of the negotiations Acousti was the successful bidder. HCI recommends the project be awarded to Acousti.
To: Heard Construction Inc.
95 East Hall Rd.
Merritt Island FL 32954

Phone: 321-452-5464
Fax: 321-452-6946
Attention: Brianna Burton
Email: bburton@hearthoconstruction.com

Original Bid Date: Monday, February 10, 2020
Building: McNair ES Facility Renewal
Location: 1 Challengers Dr., Rockledge FL 32955
Architect: DDC Engineering

This is a proposal to furnish all materials and labor as herein described for the above named project as per your request and conditions herein:

**Acoustical Ceilings**

**ACT #1 - Based on 3960/SF (Approx. 2.70/sf)**

- Grid: Chicago Metallic "1200" 2'x2'x15/16" Intermediate Duty Suspension System Color: White
- Tile: USG "Radar" # 2210 - 2'x2'x5/8" Square Edge Ceiling Panels Color: White
- Stack and Store Tile for Reinstallation
- 100SF Per Unit Estimated

Total Cost: $10,692.00

**Replace Damaged Ceiling Tiles in Media Center (Approx. 1.51/sf)**

- 1000sf of Ceiling Tile Only Estimated (Approx. 10% of Overall Area)

Total Cost: $1,510.00

**Painting of Bldg 16**

- Pressure Wash Exterior of Bldg 16
- Sand/Prep and Repaint Exterior Side of HMDF
- Cut and Remove Caulking to Install New Caulking Along Slab Edge
- Patch Synthetic Stucco in Areas Where Finish is Missing or Washed Away
- Apply Sealer to Exterior of Building
- Apply One Coat of New Exterior Grade Paint to Close Match Existing Colors
- Prep and Paint Existing Hand Rails to Match Existing Colors
- Work Can Be Performed Over Spring Break if Acceptable (Approx. 4 Days to Complete)
- Equipment Included for Our Scope of Work

Total Cost: $15,309.00

Addendum No.(s): None

<table>
<thead>
<tr>
<th>Performance / Payment Bond (If Required):</th>
<th>0.50% of Total Bid Total: Bond =</th>
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</thead>
<tbody>
<tr>
<td>None</td>
<td>$413.00</td>
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</tbody>
</table>

Total Bid Installed: $27,511.00

With Tax Included: $27,924.00

**Misc. Drywall Patches 2x2 or 4x4**

Add $475.00 ea

Addenda Instructions:

ACOUSTI RESERVES THE RIGHT TO NEGOTIATE THE FINAL TERMS AND CONDITIONS OF ANY CONTRACT RESULTING FROM THIS PROPOSAL.

Purchase's acceptance of the intent of this proposal whether by this form or otherwise. Incorporates all conditions of this proposal shown on this and the reverse side. All subject to purchaser's acceptance by an authorized officer or agent. Within twenty (20) days from date hereof.

THIS PROPOSAL DOES NOT INCLUDE EXTRA FEES ASSOCIATED WITH ANY REQUIRED FEE BASED SYSTEM FOR PROJECT MANAGEMENT / BILLING / PAYMENT. THESE FEES WILL BE A CHANGE ORDER TO THE CONTRACT OR A ADDITION TO THE PROPOSAL.

IF YOUR CONTRACT FORM IS NOT REQUIRED, KINDLY SIGN AND DATE THIS PROPOSAL ON THE REVERSE SIDE TO SIGNIFY ACCEPTANCE.

THANK YOU!

STATE SALES TAX NOT INCLUDED ON MATERIAL SALES

(See reverse side for conditions and ACCEPTANCE)

Respectfully submitted, Rockledge Branch
ACOUSTI Engineering Company of Florida

John Chance
Project Manager

Email: johncg@acousti.com  Cell # 321-302-6036
Normal Working Hours (7:00am - 3:30pm) Afterhours or Overtime Not included.
Insulation/Seismic/ Fire-rated Ceiling Assemblies NOT included.
Dumpster Provided at NO Cost to Acousti Engineering Company of Florida
Demolition Not Included.
Calking of Wall Angle/ Perimeter Trim/ Not included
Davis Bacon / Certified Payroll Costs NOT included
Textura Accounting System costs NOT included.
Extra Wires at Electrical Or Mechanical Devises NOT included.
P&P Bond / Bid Bond NOT included.
Clean Up & Supervision included.
(1) So that we may ship material and organize our erection crew, purchaser shall notify us in writing at least four weeks before the building is ready for our work, with work progressed to the extent that all our work can be done in a continuous operation.

(2) Purchaser shall make no charge against us for liquidated damages, clean-up, hoisting, watchmen, telephone, broken glass, light, rubbish removal, or insurance. We will remove only that rubbish caused by us, and pay for thatbreakage caused by the negligence of our men.

(3) Purchaser shall furnish no labor or materials for us on our account without our written order, prior to the action.

(4) This proposal is based upon labor being performed during regular hours of work. You shall pay us ALL additional costs, including insurance and overhead costs of any overtime work that may be requested by purchaser or his agent.

(5) Purchaser shall bear the risk of any loss or damage to materials delivered to the premises or installed by us, whether such loss or damage results from theft, misfire, fire, flood, or any other cause except our own negligence and purchaser shall reimburse us for any such loss or damage.

(6) We shall not be liable for any damages or delays caused by strikes, lockouts, embargoes, fires, car shortages, floods, tornadoes, accidents, inability to obtain materials from our regular sources of supply, or any causes beyond our reasonable control, and the time for delivery of materials or doing the work hereunder shall be extended for the time of delay or reason of any said causes.

(7) Purchaser shall furnish us, without charge, a sufficient quantity and flow of water and sufficient electrical services for our requirements at convenient locations at working levels, and also satisfactory storage space in the building from which we will not be required to remove our material except as required in our work. If a railroad siding is on the premises, we are to have free use of same within 150 feet of the building.

(8) Purchaser shall furnish us with a complete set of plans, specifications and addenda at least 10 weeks before the building will be ready for our work.

(9) Purchaser shall furnish us with a progress schedule showing the coordination of the various trades at least 10 weeks before the scheduled time for the commencement of our work.

(10) None of the materials furnished under this contract shall be subjected to a temperature higher than 140 degrees Fahrenheit.

(11) Acousti Engineering Company of Florida assumes all liability for the collection and payment of Social Security and Unemployment Compensation Taxes on its employees.

(12) If this is a contract for a complete installation of our materials, we will pay ALL Sales and/ or use taxes in effect at the date of the proposal. Any other additional taxes will be paid by the purchaser. If this is a contract for material sales only, purchaser shall pay all sales and/ or use taxes.

(13) Per CBI 104-96, 6.3 Site Conditions: The Owner or General Contractor must submit to Acousti Engineering Co. of Florida (contractor), a written report on moisture and surface alkalinity of the slab to determine its suitability as a substrate for the material to be installed.

(14) We require proper backing for ANY - BASE - (Drywall must be within a 1/2" of the Finish Floor) where BASE is being installed.

(15) Unless Specifically Included in this Proposal - The following are NOT INCLUDED in our Scope of Works: Sound Reduction, Repairs, Demolition or Take-up of Existing Flooring; Vacuuming, Damp Mopping, Buffing, Waxing, Sealing of Floors, Floor Flooring, Levelling, Grinding or Concrete Repair Work, Cleaning or Removal of Oil, Grease, Solvents, Paints, Planter, Drywall Mud or other Foreign Substances; Furniture (removal or replacement) Movement.

(16) Purchaser shall provide adequate protection for our finished work.

(17) All trash to be placed in dumpster to be supplied by others, and placed on site.

(18) This proposal excludes any asbestos control/abatement, if asbestos materials have been abated a written report must be provided showing the proper safe levels have been achieved from a certified abatement contractor.

(19) The purchaser has not done any act, whether by contract or otherwise, to waive, discharge or prohibit any mechanic's lien or other lien on the premises or building covered by this proposal. Purchaser agrees not to do any such act prior to payment to us in full of all amounts coming due under this proposal, including any extras that may be agreed upon between us.

(20) Labor Rates: (a) Laborer = $35.00 per Hr @ Man. (b) Ceiling / Floor Mechanic = $45.00 per Hr @ Man. (c) Ceiling / Floor Specialist = $55.00 per Hr @ Man. (d) Ceiling / Floor Foreman = $65.00 per Hr @ Man. (e) Project Manager = $100.00 per Hr @ Man.

TERMS

[1] Payment of the aforementioned price, together with payment of any extras that may be agreed upon between us, shall be made by purchaser to us as follows: On or before the 10th day of each month, ninety percent (90%) of the value of all materials delivered upon the premises and of work performed during the next preceding calendar month. Final payments shall be made within thirty (30) days after completion of our work embodied in this proposal. If on account of delays by purchaser or other trades or for any cause beyond our reasonable control, we are unable to complete our work, purchaser shall pay us in full on or before the ten (10th) day of the calendar month following the month in which the work was suspended, for all materials delivered or in transit, and work performed by us up to the time of suspension of work. If payments are not made in accordance with the terms hereof, it is agreed that interest on said unpaid balances at the maximum legal rate of interest prescribed by the laws of the State of Florida will become due for the period of default, and at our election, we may suspend work until such payments are made, and all costs or expenses incurred by us in collecting any sum due hereunder, whether by suit or otherwise, including reasonable attorney's fees shall be paid by the purchaser. All provisions of this contract shall be construed in accord with the laws of the State of Florida.

[2] A performance bond or other bond, if so desired by purchaser, shall be provided at your expense.

[3] There are no promises, agreements, or understandings between purchaser and us, not contained in this agreement.

ACCEPTANCE

This proposal is subject to final approval by an authorized agent or officer of Acousti Engineering Company of Florida following acceptance by purchaser. Only when so accepted and finally approved, shall this proposal constitute a contract between us.

ACCEPTED: ________________________________

APPROVED: ________________________________

ACOUSTI ENGINEERING COMPANY OF FLORIDA

Name of Company: ________________________________

Authorized Signature and Title: ________________________________

Date: ________________________________

Branch Manager: ________________________________

Date: ________________________________

REVERSE
Company: Heard Construction

Project Quote: McNair Magnet School Facility Renewal, 1 Challenger Dr., Rockledge, FL 32955

Attention: Harry C. Earl,

Our scope for the referenced project is as follows:
Provide labor, material and equipment to Prepare and Paint Building 16 exterior as outlined below per DDC Engineering, Inc. drawings dated 1/14/20.

**Scope of Work:**
- Provide Labor, Materials and Equipment to prepare and Paint Building 16 exterior walls
- Paint exterior side of hollow metal doors and frames
- Remove and re-caulk exterior side of hollow metal frames
- Remove and re-caulk joint between sidewalk and building
- Paint handrail at entrance

**Price: $15,605.00**

If you have any questions, please don't hesitate to call.

*Thank you,*

Rick Rahrle
Supervisor/Estimator